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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

June 29, 2023

Closed Session - 4:30 PM

Appointment Items - 5:00 PM

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 883 1261 5966
3. Passcode: 605671

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, **press *9 to raise your hand** to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. **Press *6 when asked to unmute**. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.

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

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

a. Follow Zoom details listed above.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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

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

A. ROLL CALL, POSTING OF AGENDA
THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council. CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS
At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(d)(1))
Name of case: James Nelson v. City of Oxnard
Workers' Compensation Case No. ADJ14308129
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. Fire Department
SUBJECT: Emergency Management Training for Elected Officials.
RECOMMENDATION: To receive a presentation on the fundamentals of Emergency Management and the infrastructure designed to support inter-agency emergency response.
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

E. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of Commendations to Ella Ochoa for Winning the 2023 National High School Mock Trial Championship as the best courtroom artist and to Monica Adrian for her years of dedication to the Mock Trials Program.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. 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: Local Government Fun Fact: Comparative Cities Demographics.
RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Oxnard's statistics as compared with other cities in the region.
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

I. 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.

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Cultural Arts Commission (CAGs).
RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Paloma Concordia to the Cultural Arts Commission representing District 2.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3tVmOQ1cDXo
Legislative Body: City Council
Contact: Rose Chaparro, (805) 385-7805

J. 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.

K. 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.

L. INFORMATION/CONSENT AGENDA

1. Public Works Department
SUBJECT: Second Amendment to Agreement 8791-19-PW with Kimley-Horn and Associates, Inc. for Professional Services for the Oxnard Saviers Traffic Signal Improvements Project (5 Signals).
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment with Kimley-Horn and Associates, Inc. in the amount of $19,936 for a new not to exceed contract value of $214,883 to continue to provide Professional Engineering Services associated with the Oxnard Saviers Traffic Signal Improvements Project (5 Signals), Project No. C1703, PW19-97.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Fiscal Year 2022-23 Budget Appropriation Transfer for Mandalay Seawall Project.
RECOMMENDATION: That the City Council approve and authorize a budget appropriation transfer in the amount of $179,500 from the FY 2022-23 General Fund Public Works Engineering division to the Mandalay Bay Seawalls Capital Improvement Project (No. C1901).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Human Resources Department
SUBJECT: Third Amendment to Agreement for Recruitment Services with Gallagher Benefit Services, Inc.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for recruitment services to extend the term to September 30, 2025, and increase the total amount by $155,000 to $355,000.
Legislative Body: City Council
Contact: Steve Naveau, (805) 385-7947

4. City Manager Department
SUBJECT: Resolution of Intention to Renew the Oxnard Tourism Marketing District.
RECOMMENDATION: That the City Council adopt a Resolution of Intent initiating the process to renew the Oxnard Tourism Marketing District (OTMD).
Legislative Body: City Council
Contact: Ashley Golden, (805) 385-7478

5. Community Development Department
SUBJECT: Hemlock Street Partial Public Waterline Easement Vacation; Planning and Zoning (PZ) Permit No. 23-660-01.
RECOMMENDATION: That the City Council:

    1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and

2. Adopt a resolution to vacate its right, title and interest in the public waterline easement, on the two lots located at 4201 and 4211 West Hemlock Street; and
3. Authorize the Mayor to sign the partial Quitclaim Deeds releasing City authority and/or rights to the waterline easement.

Legislative Body: City Council
Contact: Maureen Tamuri, (805) 385-7882

6. Community Development Department

SUBJECT: Deferred Development Impact Fee Agreement for Cypress Place at Garden City Project, Phase I.

RECOMMENDATION: That the Oxnard City Council approve and authorize the Mayor to execute an agreement with Cypress Place at Garden City, L.P. deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of $880,466.10 for the Cypress Place at Garden City, Phase I, Project (PZ 20-200-14 & 20-535-02).

Legislative Body: City Council
Contact: Maureen Tamuri, (805) 385-7882

M. REPORTS

1. Public Works Department

SUBJECT: Fiscal Year 2023-24 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2023-24 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2023-24; and

2. Authorize staff to fund Project Assist in Fiscal Year 2023-24 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

(Public Works and Transportation Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0voECYk1IpQ
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Sustainable Transportation Plan. (20 minutes)

RECOMMENDATION: That the City Council:

1. Provide comments on the Sustainable Transportation Plan; and

2. Adopt the Sustainable Transportation Plan.

(Public Works and Transportation Committee approved 2-0.)

(Presentation will be live upon consultant's request.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: First Amendment to Agreement A-8368 with Toter, LLC for the Purchase of Residential Curbside Collection Containers and Parts. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement No. A-8368 with Toter, LLC in the amount of $775,000 for a new total not to exceed $1,525,000 for an additional two-year term ending May 28, 2025, for the replenishment of curbside containers and parts.

(Public Works and Transportation Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Ln2QpWZ8weg
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Project Appropriation Transfers of Tax Allocation Bond (TAB) Proceeds. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize project appropriation transfers in the total amount of $422,698 in the 2006 HERO Tax Allocation Bond (TAB) Proceeds from the Alleyways Project (#C2111) to the Council Chambers Project (#C2101) for $171,500, Saviers Road Street Resurfacing Project (#C2002) for $223,023 and Beck Park Basketball Court Upgrades Project (#C2106) for $28,175 for the purpose of closing out completed projects.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/zEerYAAozG4
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Information Technology Department
SUBJECT: Third Amendment to Agreement A-8011 with Superion LLC, a CentralSquare Company, for Information Technology Software and Services. (10 minutes)
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of $612,476 for FY23-24 with a new not-to-exceed total agreement amount of $2,070,981 for information technology software and services.

(The Finance & Governance Committee approved 3-0 on June 13, 2023,)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ZhhMgU2yb6A
Legislative Body: City Council
Contact: Robert Ruben, (805)385-7554

6. Public Works Department
SUBJECT: Trade Services Agreement 32400008 with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for Ocean Monitoring Services. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed $1,850,000 for a five-year term ending December 31, 2028 for ocean outfall monitoring services.

(Public Works and Transportation Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/wutUN5CO4DU
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Housing Department
SUBJECT: First Amendment to Lease with Teatro de Las Americas. (10 minutes)
RECOMMENDATION: That the City Council:

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

(The Community Services, Public Safety, Housing & Development Committee heard the item, and although they agreed 3-0 to forward the item to the City Council, they did not forward the item with a recommendation.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/iWA84w1W1z8
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

8. Police Department
SUBJECT: Police Department 2022 Military Equipment Use Report. (15 minutes)
RECOMMENDATION: That the City Council receive and file this annual report of the Police Department's military equipment inventory and use.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jowPrnbh12U
Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

N. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

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

DATE: June 29, 2023

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Emergency Management Training for Elected Officials.

RECOMMENDATION

To receive a presentation on the fundamentals of Emergency Management and the infrastructure designed to support inter-agency emergency response.

BACKGROUND

The goal of Emergency Management in a disaster is to provide effective life safety and reduce property loss, provide an organizational structure for the response, protect the environment, provide for rapid recovery of impacted businesses and community services and provide accurate documentation and records required for cost recovery efforts.

This presentation will provide Council members an overview of ICS/SEMS/NIMS including the purpose and scope, basic elements, common terminology as well as functions and basic concepts. The presentation will review elected officials' role in preparedness, response and recovery. It will cover the importance of training in Emergency Management as well as the emergency proclamation and declaration process. Finally, the presentation will provide an overview and activation of the Emergency Operations Plan (EOP) and Emergency Operations Center (EOC).

(Presentation will be live upon consultant's request).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Hamilton, Fire Chief

ATTACHMENTS
None

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. H.1

DATE: June 29, 2023

TO: City Council

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

SUBJECT: Local Government Fun Fact: Comparative Cities Demographics.

RECOMMENDATION

That the Public and City Council receive a City Manager discussion about Oxnard's statistics as compared with other cities in the region.

BACKGROUND

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

None

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS AGENDA ITEM NO. I.1

DATE: June 29, 2023

TO: City Council

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

SUBJECT: Appointment of Member to Serve on the City's Cultural Arts Commission (CAGs).

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Paloma Concordia to the Cultural Arts Commission representing District 2.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3tVmOQ1cDXo

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG), including the Cultural Arts Commission. The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before the appointment.

DISCUSSION

The CAC advises on all matters related to cultural arts, including public art, in the City. The CAC is composed of seven members, all of whom must reside in the City, be over the age of 18, and have special knowledge or interest in the arts. For this purpose, Councilmember Teran nominates Paloma Concordia to represent D2, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies on the City's commissions, committees and boards.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. Paloma Concordia - Powerpoint 06 29 2023

Appointment of Member to Serve on the City's Cultural Arts Commission

City Council

June 29, 2023

Dee Lai, Assistant City Clerk

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Paloma Concordia to serve on the Cultural Arts Commission representing District 2.

CULTURAL ARTS COMMISSION	
Function	Advises on all matters related to cultural arts, including public art, in the City.
Requirements	7 members must reside in City and be over age 18, and have special knowledge or interest in the arts.
Nomination	Councilmember Teran nominates Paloma Concordia (District 2)

CITY OF OXNARD CALIFORNIA

THE END

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: June 29, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Second Amendment to Agreement 8791-19-PW with Kimley-Horn and Associates, Inc. for Professional Services for the Oxnard Saviers Traffic Signal Improvements Project (5 Signals).

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment with Kimley-Horn and Associates, Inc. in the amount of $19,936 for a new not to exceed contract value of $214,883 to continue to provide Professional Engineering Services associated with the Oxnard Saviers Traffic Signal Improvements Project (5 Signals), Project No. C1703, PW19-97.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The Oxnard Blvd and Saviers Road Signal Improvement project is in part funded with Federal Grant Funds, Caltrans HSIPL-5129(093) and includes traffic signal improvements at five intersections along Oxnard Blvd and Saviers Rd. Work includes upgraded signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, detection loops, ADA curb ramps, and appurtenant signage and striping. This work benefits the City by enhancing circulation and mobility in the intersections, improving intersection visibility and lighting and improving pedestrian facilities.

Capital Improvement Program (CIP) Reference:

Project No. **C1703** – Oxnard Boulevard & Saviers Road Signal Improvements - CIP 2022-2027 – Page 64.

DISCUSSION

Kimley-Horn and Associates, Inc. Amendment No. 2

City Manager approved Agreement 9791-19PW and the first Amendment with Kimley-Horn and Associates, Inc. to provide Professional Services and Construction Support for the project.

- Approved Agreement – February 4, 2020 – $137,270
- Approved First Amendment – September 12, 2022 – $57,677
- Proposed Second Amendment – proposed July 18, 2023 – $19,936
- Total proposed contract: $214,883

The First Amendment for an additional $57,677 was for additional design services and bid phase support. The project is currently in construction and is anticipated to be completed in the Spring of 2024. The proposed Second Amendment is for funding to cover additional work for Construction Services Support while the project completes construction. The

current agreement, which was estimated in FY 2019-20 (pre-pandemic), included 100 hrs of consulting time. The current estimate is that 200 hrs will be required to meet the project's needs. Kimley-Horn construction administration work includes reviewing shop drawings, conducting site visits for construction observation, reviewing and providing answers to Requests for Information from the contractor, and other related construction support services.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Amendment to Kimley-Horn and Associates, Inc. Agreement 8791-19-PW shall not exceed $19,936 with a new not to exceed contract value of $214,883. There is sufficient available budget appropriations in the Oxnard Boulevard & Saviers Road Signal Improvements Project (No. C1703) to fund this agreement. Funding of approximately $375,000 is available from Capital Outlay Fund (301) in Project C1703.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Christopher Solis, Assistant City Engineer

ATTACHMENTS

1. Kimley-Horn 8791-19-PW Second Amendment
2. Kimley-Horn 8791-19-PW First Amendment
3. Kimley-Horn 8791-19-PW Original Agreement

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 _____ day of June, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Kimley-Horn and Associates, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on September 12, 2023, by City and Consultant. The Agreement previously has been amended on September 12, 2022, by a First Amendment.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the selected answer is hereby amended to state: "$214,883.00."

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 Amendment on the date first written above.

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date

☐ Jennifer Yates, Purchasing Agent[2]

ATTEST:

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

APPROVED AS TO FORM:

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

KIMLEY-HORN AND ASSOCIATES, INC.

Steven E Lefton, CEO Date

Richard N. Cook, Secretary [3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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.

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 12th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Kimley-Horn and Associates, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on February 4, 2020, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "February 4, 2023," is hereby deleted and replaced with "February 4, 2024".

2. In Section 14a of the Agreement, the not to exceed amount of "$137,270" is hereby deleted and replaced with "$194,947".

3. The reference to the Scope of Services Exhibit A everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Scope of Services Exhibit A-1. The Scope of Services Exhibit A-1 is attached hereto and incorporated herein by this reference.

4. The reference to the Compensation Rates Exhibit C everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Compensation Rates Exhibit C-1. The Compensation Rates Exhibit C-1 is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

DocuSign Envelope ID: 819F3D25-B0BF-4399-8392-57DF020F903B

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

CITY OF OXNARD

9/12/2022
☐ John C. Zaragoza, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Greg Kyle
B25C7C79B90E41E...
Greg Kyle, AICP, Senior Vice President[2] 8/26/2022 Date

DocuSigned by:
Robert D. Blume
8B90653A00DF478...
Robert D. Blume, P.E., Assistant Secretary 8/30/2022 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.

[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.

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

☐ Jennifer Yates, Purchasing Manager

☐ _____, Buyer

ATTEST:

n/a_____ _____

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

APPROVED AS TO FORM:

_____ 7/6/2022

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

KIMLEY-HORN AND ASSOCIATES, INC.

_____ _____

Steven E. Lefton, CEO[2][3] Date

_____ _____

Richard N. Cook, Secretary 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.

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· 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 4th day of February, 2020, by and between the City of Oxnard, a municipal corporation (**"City"**), and Kimley-Horn and Associates, 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 as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the **"Services"** or collectively the **"Project"**). 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 shall 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. Performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner (**"Manager"**), subject to the direction of the City Manager or Public Works Director.

COUNCIL APPROVED
2/04/2020 KS
DATE

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 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.

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 **Exhibit B** attached hereto and incorporated herein by this reference. 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 Sri Chakravarthy 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 requirements.

12. Term of Agreement

This Agreement shall begin on February 4, 2020 and expire on February 4, 2023.

13. Termination

This Agreement may be terminated by City for cause or convenience 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; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $137,270 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by this reference.

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. 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. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, 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.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

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. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. 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.

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. 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

a. 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 19 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

a. Whether the Project is proceeding on schedule and within budget:

b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities:

c. Major construction accomplishments during the month and/or quarter:

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. 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.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (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 omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; 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"**).

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 City Attorney 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 (excluding City) 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.

c. For services under both sections 23a and 23b, 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.

24. Insurance

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. 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**. 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.

25. 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.

d. 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.

26. Conflict of Interest

a. 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

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.

28. Successors and Assigns

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

29. Fair Employment Practices

a. 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. 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 shall 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.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act: Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. 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.

34. 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.

35. 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.

36. 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.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors

comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation **["CFR"]** and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program **["TCEP"]** Guidelines, Local Partnership Program **["LPP"]** Guidelines, Solutions for Congested Corridors Program **["SCCP"]** Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code **["PCC"]** 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition 1B, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. 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.

47, 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

2/04/2020

Alexander Nguyen, City Manger — Date

APPROVED AS TO FORM:

12-23-19

Stephen M. Fischer, City Attorney — Date

KIMLEY-HORN AND ASSOCIATES, INC.

12/31/19

Robett D. Blume, Vice President — **Date**

12-31-19

Sri Chakravarthy, Vice President — Date

KHACA
12

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. 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.

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

CITY OF OXNARD

Alexander Nguyen, City Manger — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date: 4-6-2020

KIMLEY-HORN AND ASSOCIATES, INC.

Robert D. Blume, Vice President — Date

Sri Chakravarthy, Vice President — Date

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. 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.

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

CITY OF OXNARD

Alexander Nguyen, City Manger — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date 12-23-19

KIMLEY-HORN AND ASSOCIATES, INC.

Robert D. Blume, Vice President — Date

Sri Chakravarthy, Vice President — Date

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

The scope of work below covers the requirements that are specified in the City's RFP, as well as supplemental information based on our experience on similar projects. We have included a deliverable-based approach to scope the project during design, bidding, and construction phases (Tasks 1-4, and one optional task).

Task 1: Project Management, Meetings, and Coordination

The Kimley-Horn team has developed a schedule based upon our experience delivering other similar projects. We have developed a successful project management approach consisting of the following proven fundamentals:

- Schedule and conduct a project kick-off meeting and up to three (3) progress meetings, including a pre-bid meeting and a bid review meeting.
- Kimley-Horn's project manager will be responsible for providing and updating the project schedule and will manage the project team, set up meetings, and overall project coordination and management.
- Prepare monthly progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and schedule completion target dates.
- Maintain a quality control plan during the entire course of the project.

Deliverables for this task:

- Provide project management and prepare monthly invoices (assuming 6 months and 2 months of bidding phase)
- Prepare project schedule and updates (assume 4 revisions)
- Attend in-person progress meetings and meeting summaries (assume up to 4 meetings with City staff, City Council, or other agency staff)

Task 2: Utility Coordination and Field Investigation

Kimley-Horn will perform a field visit to document the location features, such as signing and striping, curb/gutter, sidewalk, and the presence of above-ground and visible below-group utilities. We will also note the locations of proposed conduit, pull boxes, traffic signal poles and curb ramps—examining existing traffic signal equipment and completing an inventory of traffic signal cabinet equipment. A portion of this effort has already been completed in the assessments provided after this scope of work. Photographs of all traffic signal controller cabinets- showing all contents front and back- and of potential problems locations or issues requiring special attention, will be taken at all project locations during the field visit and maintained in electronic photo logs with written descriptions.

Kimley-Horn will send Utility Notices (preliminary and final notices), in the form provided by the City, to utility companies and agencies with facilities located within the limits of the project. We will identify possible conflicts and incorporate into design as appropriate. Utility information received from utility companies will be included on the project base plans. In addition, we will visually verify utilities in the field so that they are shown correctly on the plans. Kimley-Horn will also coordinate with the utility companies/agencies in the event of any conflicts or relocations. We will coordinate the potholing of utilities at up to five (5) locations in order to determine the depth and to verify the location of the facility.

Deliverables for this task:

- Field photo logs with written descriptions for City records
- Utility notification and coordination

Task 3: Plans, Specifications, and Estimate

Kimley-Horn will prepare design plans, specifications, and opinions of probable construction cost estimates (PS&E). We will utilize as- built street improvement, striping, or traffic signal plans provided by the City for preparation of base plans. The plans will be prepared in accordance with the City of Oxnard standards. The PS&E package will include the following:

- Design plans will be prepared using AutoCAD and electronic files will be submitted to the City.
- Construction specifications will be consistent with the City's format.
- An itemized bid schedule and opinions of probable construction cost (OPCC) will be prepared. The detailed quantities will be submitted at multiple design stages. We will address one round of consolidated comments per submittal and changes will be incorporated into the subsequent submittal.
- The complete set of bid package, including OPCC, will be prepared in Microsoft Word and an electronic copy will be submitted to the City.

3.1 Plans. Kimley-Horn will prepare traffic signal modification plans for upgrades to the following signalized intersections for the purpose of modifying the traffic signals as described in the RFP.

- Oxnard Boulevard at Fifth Street
- Saviers Road at Elm Street
- Saviers Road at Bryce Canyon Avenue/Thomas Avenue
- Saviers Road at Bard Road
- Saviers Road at Pleasant Valley Road

All traffic signal modification plans shall be prepared at 1" = 20' scale using AutoCAD 2018 or later format and will show all utilities and existing above ground features.

Completed project plans shall include the following:

- Title Sheet (1 sheet)
- General Notes Sheet (1 sheet)
- Traffic Signal Modification Design Plans (5 sheets)
- Construction Details including signal striping, curb ramp, and interconnect details (up to 3 sheets)

Project plans that are not currently included in this scope include separate signing and striping plans, interconnect (fiber-optic) design plans, traffic control plans, street lighting plans, and any civil engineering plans. These plan sheets could be added on as additional optional project plans.

Kimley-Horn will prepare and submit the design plans at three levels of completion as identified below:

- Preliminary (65%) Plans
- Pre-Final (95%) Plans

- Final (100%) Plans

Deliverables for this task:

At 65% and 95% completion levels, the following will be provided for submittal:

- Two (2) sets of the plans consisting of full-size 24"x36" black line prints printed on bond paper
- One (1) digital file of the plans in PDF format

At 100% completion level, the following will be provided for submittal:

- One (1) set of the plans plotted on mylar film suitable for reproduction by the City
- Two (2) sets of the plans consisting of full-size 24"x36" black line prints printed on bond paper
- One (1) digital file of the construction plans in PDF format
- Digital copy of AutoCAD drawing files in DWG format

3.2 Project Specifications. Kimley-Horn will prepare project technical specifications in Microsoft Word format for incorporation into the City's boilerplate. We will prepare and submit the specifications at three levels of completion (65%, 95%, and Final), as defined below (together with the corresponding project plans and OPCC).

Deliverables for this task:

At 65% and 95% completion level, the following will be provided for submittal:

- Two (2) sets of the technical specifications printed on letter-sized paper and staple bound
- One (1) digital file of the specifications in PDF format

At 100% completion level, the following will be provided for submittal:

- One (1) set of the contract specifications printed on standard white letter-sized paper, submitted unbound, and suitable for reproduction by the City
- Digital copy of Microsoft Word file(s) in DOC format

3.3 Opinion of Probable Construction Costs (OPCC). Kimley-Horn will prepare an opinion of probable construction cost in Microsoft Excel format. The OPCC shall include construction contract line items, quantities based on plan takeoffs, and unit prices based on current readily available industry construction prices. We will prepare and submit the OPCC at three levels of completion (65%, 95%, and Final), as defined below (together with the corresponding project plans and specifications).

Deliverables for this task:

At 65% and 95% completion level, the following will be provided for submittal:

- Two (2) sets of the engineer's OPCC printed on letter-sized paper and staple bound
- One (1) digital file in PDF format

At 100% completion level, the following will be provided for submittal:

- One (1) set of the engineer's OPCC printed on standard white letter-sized paper
- Digital copy of Microsoft Excel file(s) in XLS format

Task 4: Bid Phase Support

The Kimley-Horn team will provide the following services under this task. We have assumed a bid phase duration of 2 months:

- Review and respond to bidder questions regarding the PS&E package
- Assist the City with the preparation of any necessary addendum(s)

Deliverables for this task:

- Bid Phase Support Services

Optional Task: Construction Support

Per the RFP, it will be at the City's discretion to retain the selected Consultant for construction support involving changes to design. If construction support for changes to design is desired by the City, the Kimley-Horn team will provide the following services under this task. We have assumed a construction duration of 12 months:

- Kimley-Horn's project manager will attend the pre-construction meeting and site meetings with the City and the contractor, and within the budget allocated in this task.
- Review and respond to shop drawing submittal for conformity with the plans and specs

- Review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor within three working days
  from the time of notice
- Review design change request and prepare new design plans, if needed
- Maintain a log of all changes (either clouded or clearly described) to approved plan set
- Assist City's project manager in reviewing and making recommendations to Contract Change Order—and in preparing an opinion of probable cost for cost analysis of change order work
- Prepare record drawings upon completion of the project based upon the red lined plans from the Contractor and their subcontractors. Final record drawing will need to be both in electronic files (CAD and PDF) and mylars.

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Congestion Mitigation Air Quality (CMAQ) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action. The Consultant shall begin work as soon as the NTP is issued. City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

EXHIBIT C
COMPENSATION RATES
(see attached tables that follow)

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

CITY OF OXNARD

Oxnard Boulevard & Saviers Road Signal Improvements-PW19-97

		Kimley-Horn and Associates, Inc.													
194.28%	Overhead%	Name	Bob Blume	Sri Chakravarthy	Jean Fares	Sowmya Chandrasekhar	Nicole Dias	Roxannabelle Perfecto	Zach McFann	Matt Stewart	Jared Chrisman	Professional	Analyst	Project Support	
193.59%	Overhead% w/o FCCM	Category/Title	Principal-In-Charge	Project Manager	QA/QC	Professional II	Professional II	Professional I	Analyst	Analyst	Analyst				
10%	Fee%	Direct Rate	$102.40	$68.76	$87.98	$61.30	$52.42	$46.16	$39.20	$38.72	$34.38	$55.64	$35.82	$32.03	
		Billing Rate	**$331.41**	**$222.53**	**$284.74**	**$198.39**	**$169.65**	**$149.39**	**$126.87**	**$125.31**	**$111.27**	**$180.07**	**$115.93**	**$103.66**	
Task 1:	**Project Management**		**2**	**32**		**8**			**22**					**6**	**70**	**$ 12,784.06**
1.1	Project Management		2	20		8			10					6	46	$ 8,591.26
1.2	Meetings			12					12						24	$ 4,192.81
Task 2:	**Utility Coordination and Field Investigation**			**4**		**2**			**26**		**30**		**50**		**112**	**$ 13,719.83**
2.1	Utility Coordination			2		2			6		10		10		30	$ 3,874.99
2.2	Field Investigation			2					20		20		40		82	$ 9,844.84
Task 3:	**PS&E**		**4**	**60**	**19**	**36**	**14**	**26**	**188**	**22**	**240**	**20**	**48**	**10**	**687**	**$ 97,003.54**
3.1	Plans		4	46	15	20	14	26	142	22	240	20		10	559	$ 78,174.48
3.2	Project Specifications			8	2	16			30				20		76	$ 11,648.54
3.3	Opinion and Probable Cost			6	2				16				28		52	$ 7,180.51
Task 4	**Bid Phase Support**			**5**					**5**						**10**	**$ 1,747.00**
4.1	Bid Phase Support			5					5						10	$ 1,747.00
	TOTAL HOURS		**6**	**101**	**19**	**46**	**14**	**26**	**241**	**22**	**270**	**20**	**98**	**16**	**879**	
	Subtotal Labor:		**$ 1,988.44**	**$ 22,475.95**	**$ 5,410.01**	**$ 9,125.97**	**$ 2,375.12**	**$ 3,884.19**	**$ 30,574.82**	**$ 2,756.89**	**$30,042.11**	**$3,601.45**	**$ 11,360.89**	**$ 1,658.59**		**$ 125,254.44**
	Other Direct Costs															**$ 2,490.27**
	Labor Escalation															$ 626.27
	Mileage															$ 464.00
	Travel															$ 400.00
	Outside Printing															$ 800.00
	Mailings/Courier/Overnight Delivery															$ 200.00
	TOTAL COST:															**$ 127,744.71**

	OPTIONAL TASK														
Task 5	**Construction Support**	**0**	**20**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**		
5.1	Construction Support for Changes to Design		20					40						60	$ 9,525.34
															$ -
	Subtotal Labor and Hours for Optional Task:													**60**	**$ 9,525.34**
	TOTAL COST with Optional Task:														**$ 137,270.06**

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. HSIPL-5129(093) Contract No. _____ Date 8/29/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate*	Total
Principal In Charge	Bob Blume	6	$102.40	$ 614.40
Project Manager	Sri Chakravarthy	101	$68.76	$ 6,944.76
QA/QC	Jean Fares	19	$87.98	$ 1,671.62
Professional II	Sowmya Chandrasekhar	46	$61.30	$ 2,819.80
Professional II	Nicole Dias	14	$52.42	$ 733.88
Professional I	Roxannabelle Perfecto	26	$46.16	$ 1,200.16
Analyst	Zach McFann	241	$39.20	$ 9,447.20
Analyst	Matt Stewart	22	$38.72	$ 851.84
Analyst	Jared Chrisman	270	$34.38	$ 9,282.60
Professional	TBD	20	$55.64	$ 1,112.80
Analyst	TBD	98	$35.82	$ 3,510.36
Project Support	TBD	16	$32.03	$ 512.48

LABOR COSTS

a) Subtotal Direct Labor Costs $ 38,701.90

b) Anticipated Salary Increases (see page 2 for calculation) $ 193.51

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 38,895.41**

INDIRECT COSTS

d) Fringe Benefits (Rate: 40.71%) e) Total Fringe Benefits [(c) x (d)] $ 15,834.32

f) FCCM (Rate: 0.69%) g) Overhead [(c) x (f)] $ 268.38

h) General and Administrative (Rate: 152.88%) i) Gen & Admin [(c) x (h)] $ 59,463.30

j) **TOTAL INDIRET COSTS** [(e) + (g) + (i)] **$ 75,566.00**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (e) + (i)* fixed fee 10%] **$ 11,419.30**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	800	Fed Rate	$0.58	$ 464.00
Travel			$0.00	$ 400.00
Outside Printing			$0.00	$ 800.00
Mailings/Courier/Overnight Delivery			$0.00	$ 200.00

l) **TOTAL OTHER DIRECT COSTS** **$ 1,864.00**

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 1,864.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 127,744.71**

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant Kimley-Horn and Associates, Inc. Contract No. _____ Date 8/29/2019

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**Contract Duration**
$ 38,701.90	/	879	=	$44.03	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Period 1	$44.03	+	5%	=	$46.23	Period 2 Avg Hourly Rate
Period 2	$46.23	+	5%	=	$48.54	Period 3 Avg Hourly Rate
Period 3	$48.54	+	5%	=	$50.97	Period 4 Avg Hourly Rate
Period 4	$50.97	+	5%	=	$53.52	Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	90.00%	*	879	=	791.1	Estimated Hours Period 1
Period 2	10.00%	*	879	=	87.9	Estimated Hours Period 2
Period 3	0.00%	*	879	=	0	Estimated Hours Period 3
Period 4	0.00%	*	879	=	0	Estimated Hours Period 4
Period 5	0.00%	*	879	=	0	Estimated Hours Period 5
Total	100%		Total	=	879	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Period 1	$44.03	*	791.1	=	$34,831.71	Estimated Hours Period 1
Period 2	$46.23	*	87.9	=	$4,063.70	Estimated Hours Period 2
Period 3	$48.54	*	0	=	$0.00	Estimated Hours Period 3
Period 4	$50.97	*	0	=	$0.00	Estimated Hours Period 4
Period 5	$53.52	*	0	=	$0.00	Estimated Hours Period 5

Total Direct Labor Cost with Escalation	=	$38,895.41	
Direct Labor Subtotal before escalation	=	$38,701.90	
Estimated total of Direct Labor Salary Increase	=	**$193.51**	Transfer to Page 1

Period 1 = Contract inception through 6/30/20 Period 2 = 7/1/20 through 6/30/21 Period 3 = 7/1/21 through 6/30/22
Period 4 = 7/1/22 through 6/30/23 Period 5 = 7/1/23 through 6/30/24

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature: Anthony Podegracz Date of Certification (mm/dd/yyyy): 8/29/2019

Email: anthony.podegracz@kimley-horn.com Phone Number: 213-261-4040

Address: 660 S. Figueroa St., Suite 2050, Los Angeles, CA 90017

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C:

(a) for the subsequent transfer of real property acquired or improved under the federal-

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when ii is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned ce1tifies, to the best of his or her knowledge and belief, that:

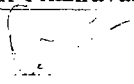
a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this ce1tification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This ce1tification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this cettification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Consultant:

Name:	Robert D. Blume	Title:	Vice President
Signature:		Date:	12/31/19
Name:	Srikanth Chakravarthy	Title:	Vice President
Signature:		Date:	12/31/19

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

12/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

6 **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"), or

b If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: June 29, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Fiscal Year 2022-23 Budget Appropriation Transfer for Mandalay Seawall Project.

RECOMMENDATION

That the City Council approve and authorize a budget appropriation transfer in the amount of $179,500 from the FY 2022-23 General Fund Public Works Engineering division to the Mandalay Bay Seawalls Capital Improvement Project (No. C1901).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The Mandalay Bay Seawalls project is to repair the existing seawalls constructed as early as 1969 and finished in the early 1970s. Some of these seawalls have deteriorated due to age, the type of construction originally used, and the elements (e.g. salt water). When the seawalls were constructed, developers built the seawalls according to the building codes at that time.

There are approximately 7.6 miles of seawalls, with two specific construction types. One type is the Zurn wall style and the other is the Bosie panel style. The method for repair will depend on the wall type and the type and extent of deterioration. There have been past repairs made to some of the wall areas in the harbor, via a City CIP project, as recent as 2021.

Capital Improvement Program (CIP) Reference:

Project No. C1901 – Mandalay Bay Seawalls - CIP 2022-2027 – Page 44.

DISCUSSION

The City contracted with two engineering firms in the past to review and recommend maintenance and repairs for the seawalls. These two firms are Tetra Tech and TransSystems Corporation.

The City had contracted with TranSystems since 2011 where the company provided marine engineering consulting services. Under that Contract, TransSystems utilized a variety of sub-consultants and provided various studies, partial designs, survey and monitoring of the seawalls till 2018. Through an On-Call Contract executed in 2016, TransSystems prepared construction documents for a pilot program for seawall repair along West Hemlock Street with the aid of Duncan Engineering, a structural engineering firm.

A Contract with Tetra Tech was executed by the City in 2018 after the firm was selected through a competitive solicitation for the preparation of a seawall repair feasibility study. The report prepared by Tetra Tech identified a prioritization of seawalls by location. The first location on this priority list are the seawalls along a stretch of West

Hemlock Street. Similar reports prepared by TranSystems supported prioritizing repairs on the same segment of seawalls.

City staff had reached out to TranSystems to renew their contracts but were informed that the company had moved away from the marine engineering practice related to seawalls. Fortunately, the structural engineering sub-consultant was still in business and willing to provide service to the City with key engineers involved in the original contract still working for the company. As such, staff recommends using Duncan Engineering, the structural engineering sub-consultant to TransSystems to complete the design of this pilot program. The intent of the pilot program is to identify the various means and methods that can be and should be used for the different types of deterioration that may be encountered with the seawalls.

Public Works intends to complete Construction Documents for the repair of Boise Panel seawalls along West Hemlock Street. Staff is recommending using General Fund available in the Public Works operating budget to finish the design phase for this pilot program. Completing the design now, using General Fund, will provide momentum for this project as much more work and funding, from the City and the residents, are needed in the future to sustain this project. Since the recommended funding source is in the FY 2022-23 Operating budget, staff is recommending that the City Council authorize the transfer of those funds to the existing CIP project.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The cost to complete the final design phase of this project is $176,000. A budget adjustment transfer is recommended to complete the design phase of the pilot program of this project which includes a budget appropriation transfer of $179,500 from the General Fund Public Works Engineering division to the Mandalay Bay Seawalls Capital Improvement Project (No. C1901) in Fiscal Year 2022-23 (1011001-59800) to the Mandalay Bay Seawalls Capital Improvement Project (No. C1901).

Project Appropriations

Fund	Project Appropriations	Available Appropriations
General Fund - Capital Outlay Fund	$145,000	$0
Federal/State Grant**	$132,563	$0
Waterways Assessment District	$1,384,159	$138,422
SUBTOTAL	**$1,661,722**	**$138,422**
Proposed Budget Transfer from General Fund Operations	$179,500	$179,500
TOTAL	**$1,841,222**	**$317,922**

** The CalOES HMGP Grant was returned to the state due to the significant change in design and schedule from the original grant application.

For Finance Use Only: (Cr: 1013101 53200), (Dr. Org. 1011001 Obj.59800 Transfer Out);: Capital Outlay Fund (Org. 3013101 Obj.53200 Prof Svcs-Other & Obj. 49300 - Transfer In) Project C1901.

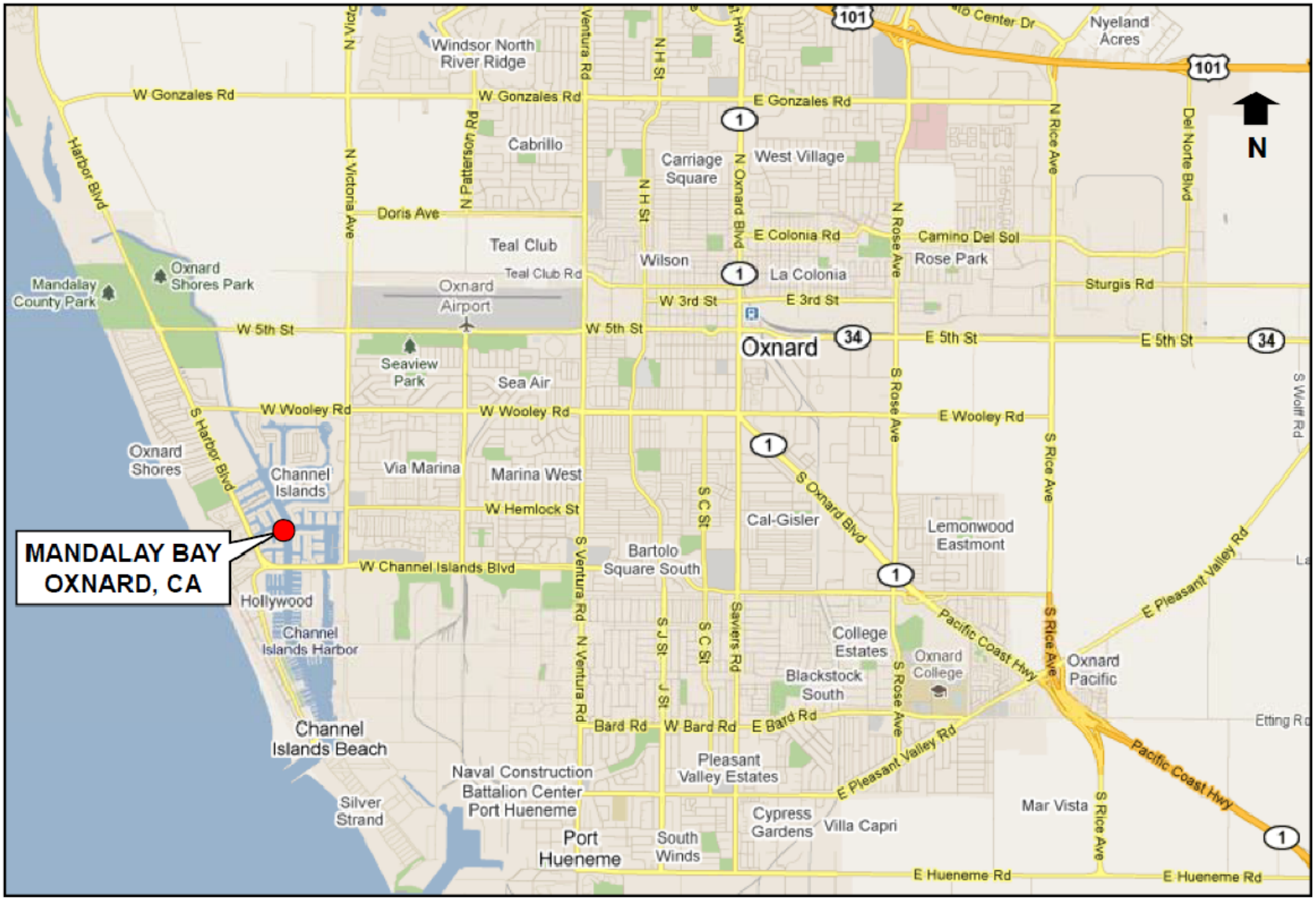
COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

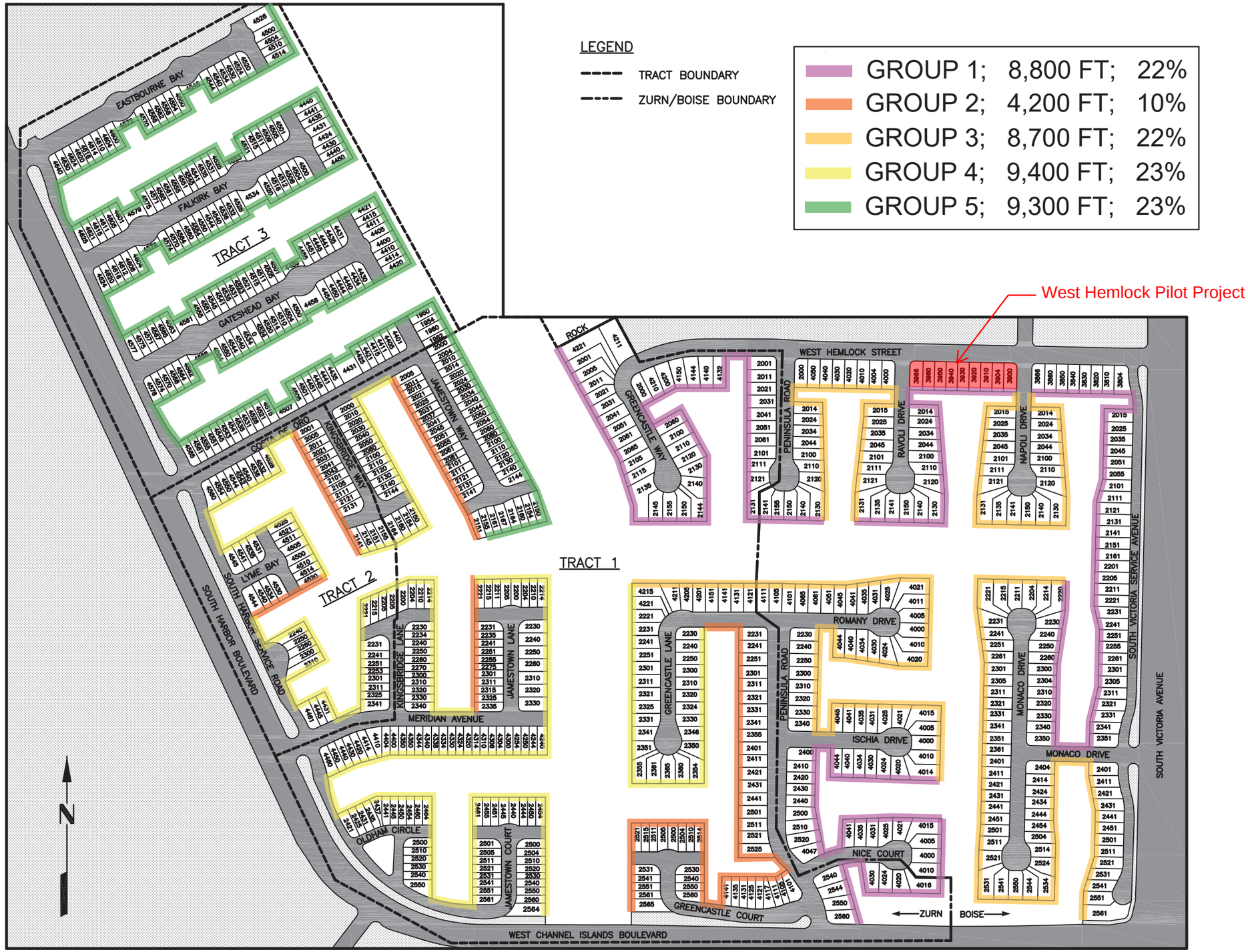
Prepared by: Christopher Solis, Assistant City Engineer

ATTACHMENTS

1. Vicinity Map
2. Figure 11 - Phasing Concept Plan
3. Figure 4.1 Phasing Concept Plan



	MANDALAY BAY SEAWALLS OXNARD, CA CAPITAL IMPROVEMENT PROGRAM	VICINITY MAP



OVERALL SITE PLAN
SCALE: 1" = 350'

OXNARD
CALIFORNIA

CITY OF OXNARD
PUBLIC WORKS DEPARTMENT
305 WEST THIRD STREET
OXNARD, CA 93030

TETRA TECH

MANDALAY BAY SEAWALLS
OXNARD, CA

FIGURE TITLE
PHASING CONCEPT PLAN

PROJECT NO.

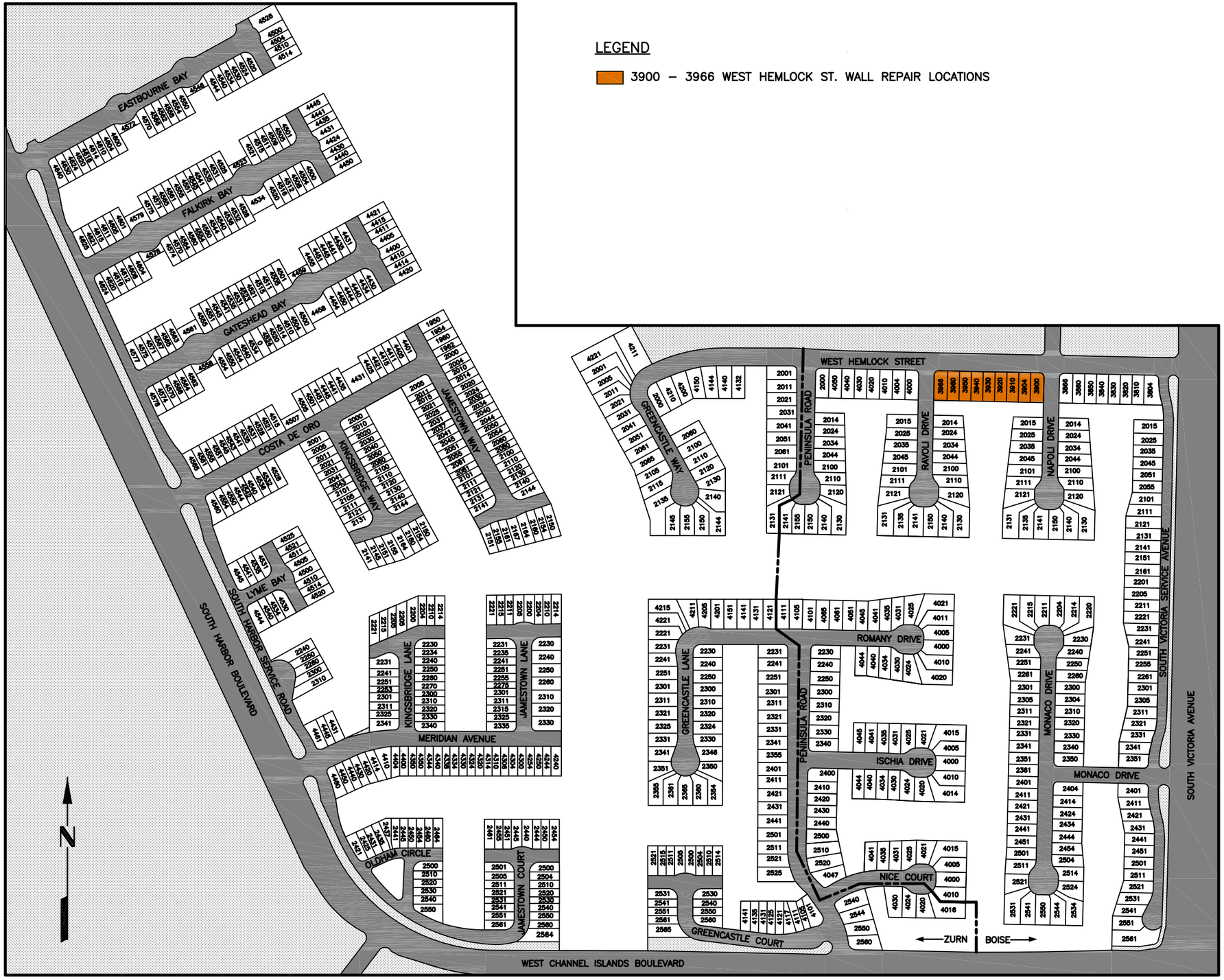
SCALE
1" = 350'

DATE
2/3/2020

Figure 11

LEGEND

3900 – 3966 WEST HEMLOCK ST. WALL REPAIR LOCATIONS



WEST HEMLOCK ST.
SCALE: 1" = 350'

OXNARD CALIFORNIA

CITY OF OXNARD
PUBLIC WORKS DEPARTMENT
305 WEST THIRD STREET
OXNARD, CA 93030

TranSystems

6 HUTTON CENTRE DRIVE
SUITE 1250
SANTA ANA, CA 92707
PHONE: (714) 708-6890

MANDALAY BAY SEAWALLS

OXNARD, CA

CAPITAL IMPROVEMENT PROGRAM

FIGURE TITLE
WEST HEMLOCK ST.

PROJECT NO.
A-01

SCALE
1" = 350'

DATE
11/30/17

FIG. NO.
FIG. 4-1

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: June 29, 2023

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Third Amendment to Agreement for Recruitment Services with Gallagher Benefit Services, Inc.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for recruitment services to extend the term to September 30, 2025, and increase the total amount by $155,000 to $355,000.

BACKGROUND

In July 2021, the City entered into Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for $70,000 for recruitment services for executive searches and hard-to-fill positions. A first amendment was approved in April 2022 to extend the term to December 31, 2022, and add an additional $30,000 for a total agreement of $100,000. On July 28, 2022, City Council approved a second amendment, which extended the agreement to June 30, 2023, and added an additional $100,000 to increase the total agreement to $200,000.

This Third Amendment is being sought to increase the contract by $155,000 and extend the term to September 30, 2025. This is being requested in order to complete two existing recruitments for approximately $55,000 and to allow staff to continue to engage Gallagher for executive searches and hard-to-fill recruitments.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Funds from the operating budgets are available from various departments to cover the cost of this amendment as the need arises for services. No additional appropriation is necessary.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on June 13, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Lisa Baker, Assistant Human Resources Director

ATTACHMENTS

1. Attachment 1- Third Amendment to Agreement 9338-21HR

2. Attachment 2 -Agreement 9338-21-HR and Prior Amendments

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of April, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Gallagher Benefits Services, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 20, 2021, by City and Consultant. The Agreement was previously amended on April 7, 2022 by a First Amendment and on June 20, 2022 by a Second Amendment.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to September 30, 2025.

2. The amount $200,000 in Section 6 of the Cover Page of the Agreement is hereby amended to "$355,000."

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 Amendment on the date first written above.

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

5/1/2023
Stephen M. Fischer, City Attorney (always required) Date

GALLAGHER BENEFIT SERVICES, INC.

April 24, 2023
Georg S. Krammer Date
Managing Director

April 24, 2023
Catherine B. Kaneko Date
Managing Director

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of June, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Gallagher Benefits Services, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on September 28, 2021, by City and Consultant. The Agreement previously has been amended on April 7, 2022.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to June 30, 2023.

2. The amount $100,000 in Section 6 of the Cover Page of the Agreement is hereby amended to "$200,000."

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

[Signatures on next page]

COUNCIL APPROVED
7/28/22
DATE

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

CITY OF OXNARD

7-28-22

☑ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Jennifer Yates, Purchasing Manager

☐ _____, Buyer

ATTEST:

R. Chaparro 7/28/22

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

APPROVED AS TO FORM:

7/27/2022

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

GALLAGHER BENEFITS SERVICES, INC.

_____ _____

Georg S. Krammer, Managing Director Date

_____ _____

Catherine B. Kaneko, Treasurer Date

1

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 7th day of April, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Gallagher Benefits Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on September 28, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to December 31, 2022.

2. The amount $70,000 in Section 6 of the Cover Page of the Agreement is hereby amended to "$100,000."

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 Amendment on the date first written above.

CITY OF OXNARD

Jennifer Yates 5/2/2022

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
X Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

4/7/2022

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

GALLAGHER BENEFITS SERVICES, INC.

Georg S. Krammer, Managing Director Date

Catherine B. Kaneko, Treasurer Date

[1]

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
X Jennifer Yates, Purchasing Manager
☐_____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GALLAGHER BENEFIT SERVICES, INC.

4-15-22
Georg S. Krammer, Managing Director Date

4-18-22
Catherine B. Kaneko, Managing Director Date

AGREEMENT/AMENDMENT REVIEW FORM

Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: KOFF AND ASSOCIATES Agreement No: 9338-21-HR

Address: 2895 SEVENTH STREET, BERKELY CA, 94710

Contact Name: FRANK ROJAS Email: FROJAS@KOFFASSOCIATES.COM Phone: 510-495-0148 INS: B

Committee Date: Council Date:

Committee Agenda #: Council Agenda #:

Department: HUMAN RESOURCES

Project Manager: LISA BAKER

Phone: 805-385-7596

Email: LISA.BAKER@OXNARD.ORG

Type of Agreement:

Business Tax Cert No.

Secretary of State ID:

Agreement Term:

Termination Date: 6/30/2022

Bid No.: N/A

Contingency Requested: $

EISPM Funds [1] Requested: $

Value of Agreement : $70,000

Amendment No:

Value of Amendment:$

Current Agr. Val. (w/amendments) $

P.O. No. (if existing agreement):

Req. No. (if new agreement): 5591 ✓

Funding Source:

Account No.[2]: VARIOUS DEPARTMENTS

NSS Control #: 21-27 ✓

Purpose of Agreement/Amendment: VARIOUS CITY EXECUTIVE RECRUITMENTS (Accounts TBD via Request to Encumber funds)

Review Sequence (please write in N/A for any steps not required)

		Initials	Date
1.	Project Manager	(LW3)	9/9/21
2.	Division Manager	(LB)	9/9/21
3.	Assistant Department Director	RM	9/10/21
4.	Department Director	n/a	—
5.	General Accounting (for Leases only)	N/A	—
6.	Budget Management (Funding via RTE - TBD)	[illegible]	9/23/21
7.	Risk Management[3]	TZ	9/9/21
8.	City Attorney		
9.	Contractor/Vendor/Consultant (signs contract; no need to initial this form)		
10.	Buyer[5]	[illegible]	9/28/21
11.	Purchasing Manager[6]	n/a	—
12.	City Manager/ACM[7]	n/a	—
13.	Mayor[8]	n/a	—
14.	City Clerk[9]		

v2 Rev. 04/26/21

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: 7/20/21

(2) Consultant: Gallagher Benefits Services, Inc.

(3) Services: Various Executive Recruitments

(4) Schedule of Services: See Schedule of Services

(5) Agreement Ending Date: 6/30/2022

(6) Total Agreement Amount: $70,000

(7) City's Project Manager: Lisa Baker

(8) Consultant's Project Manager: Frank Rojas

(9) Insurance Coverage: INS-B

(10) Addresses for Notice:

FOR CONSULTANT:

2835 Seventh St.
Berkeley, CA 94710
Attn: Frank Rojas,

FOR CITY:

300 W. 3rd St.
Oxnard, CA 93030
Attn: Lisa Baker,

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

frojas@koffassociates.com

CITY'S PROJECT MANAGER:

lisa.baker@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-B)

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,Indemnity and Limitation of Liability.

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 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, excepting liabilities caused by the sole or active negligence or willful misconduct by the City or its agents, servants, or independent contractors, other than Consultant, who are acting on behalf of the City. 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. Consultant's liability to the City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Consultant from City for the particular Services giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

b. 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. Notwithstanding the foregoing, Consultant will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the City was used to create and which was developed entirely using Consultant's own resources. To the extent Consultant's intellectual property is necessary for the City to use the services provided, Consultant will grant to the City a non-exclusive, royalty-free license to Consultant's intellectual property solely for the City's use of such services.

f. 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

9/28/21

☐ Joan C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
X Daniel Willhite, Purchasing Agent
☐ Buyer

GALLAGHER BENEFITS SERVICES, INC.

Georg S. Krammer, CEO Date

Catherine B. Kaneko, Treasurer Date

ATTEST:

n/a

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

APPROVED AS TO FORM:

9/9/21

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

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

Georg S. Krummer, Managing Director Date 9-10-2021

Catherine B. Kaneko, Managing Director Date 9/10/2021

ATTEST:

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

APPROVED AS TO FORM:

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

SCOPE OF SERVICES EXHIBIT

Phase I:

- Meet with 'City' to gather information and develop specifications and ideal candidate profile
- Coordinate with City on development of recruitment brochure for the Executive Recruitment
- Complete recruitment brochure and post brochure on Consultant's website
- Place ads in appropriate sources
- Print and distribute brochure
- Receive all resumes, provide acknowledgement
- Keep client updated on recruitment progress
- Conduct proactive outreach by initiating contact with potential applicants and referral sources

Phase II:

- Identify/screen candidates
- Conduct preliminary interviews
- Submit report/overview to City
- Meet with City to identify finalists; set interview date, contact candidates & schedule accordingly
- Notify all applicants of status in the recruitment

Phase III:

Task 1 – Provide questions menu, schedules, and all follow up materials
Task 2 – Facilitate process for first and final interviews, as needed
Task 3 – Conduct thorough background and reference checks
Task 4 – Contract negotiations (if requested)

RATES AND COSTS EXHIBIT

The cost (professional fees) for the above activities will vary per Executive Recruitment. A full rectuitment shall not exceed **$23,000,** which includes reimbursable expenses up to **$5,500. Reimbursable expenses** include advertising costs, brochure printing, supplies, shipping costs. Professional fees and reimbursable expenses are billed monthly.

Neither the City nor Consultant shall provide travel costs for candidates.

Non-solicitation:
Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.

INSURANCE EXHIBIT [INS-B]

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: June 29, 2023

TO: City Council

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

SUBJECT: Resolution of Intention to Renew the Oxnard Tourism Marketing District.

RECOMMENDATION

That the City Council adopt a Resolution of Intent initiating the process to renew the Oxnard Tourism Marketing District (OTMD).

BACKGROUND

The OTMD is a benefit assessment district proposed to continue a revenue source to help fund marketing and sales promotion efforts for certain Oxnard lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. On January 15, 2015, pursuant to a request from the Oxnard Convention and Visitors Bureau (OCVB), the City Council adopted a Resolution of intent to establish the OTMD. On February 5, 2019 the Council held a public meeting to take public testimony on the formation of the OTMD and levy of assessments. On March 5, 2019 Council conducted the final hearing and the TDM was established for a five (5) year term. Oxnard lodging businesses and VO now wish to renew the OTMD for a nine (9) year and three (3) month term.

The renewed OTMD includes all lodging businesses with fifty-five (55) rooms or more located within the boundaries of the City of Oxnard. Lodging business owners decided to pursue renewal of the OTMD in order to continue a revenue source devoted to marketing Oxnard as a tourist, meeting and event destination. If renewed, the OTMD would generate approximately $1,000,000 on an annual basis for each full fiscal year for promotion of travel and tourism specific to Oxnard. The initial "year" of operations will be a partial year consisting of three (3) months, with an anticipated assessment budget of $250,000.

TOURISM MARKETING DISTRICTS

Tourism Marketing Districts (TMDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow lodging business owners to organize their efforts to increase tourism. Lodging business owners within the TMD fund the TMD, and those funds are used to provide services that are desired by and benefit the lodging businesses within the TMD.

TMD benefits:

- Funds cannot be diverted for other government programs;
- They are customized to fit the needs of each destination;
- They allow for a wide range of services; including: destination marketing, tourism promotion, and sales lead generation;
- They are designed, created and governed by those who will pay the assessment; and
- They provide a stable funding source for tourism promotion.

In California, TMDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. The key difference between TMDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TMD.

MANAGEMENT DISTRICT PLAN

The Management District Plan (Attachment 1) includes the proposed boundary of the OTMD, a service plan and budget and a proposed means of governance. The OTMD will include all lodging businesses with fifty-five (55) rooms or more located within the boundaries of the City of Oxnard.

The annual assessment rate is two percent (2.0%) of gross short-term sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person's usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.

The renewed OTMD will have a nine (9) year and three (3) month term, beginning April 1, 2024, or as soon as possible thereafter, and ending on June 30, 2033. The assessment will be implemented beginning April 1, 2024, or as soon as possible thereafter. Once per year beginning on the anniversary of OTMD renewal, there is a thirty (30) day period in which lodging business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the OTMD.

The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each assessed lodging business located in the boundaries of the OTMD. The City shall forward the assessments to Oxnard Convention & Visitors Bureau dba Visit Oxnard (VO), which will have the responsibility of managing OTMD programs as provided in this Management District Plan. The City shall be paid a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration.

OTMD RENEWAL PROCESS

June 29, 2023 RESOLUTION OF INTENTION HEARING

Upon the submission of a written petition, signed by the lodging business owners in the renewed OTMD who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council (Council) may initiate proceedings to renew the OTMD by the adoption of a resolution expressing its intention to renew the OTMD.

Petition Status: Petitions in favor of OTMD renewal were submitted by 7 lodging businesses, which represent 100% of the total OTMD assessment. This majority petition allows the Council to initiate proceedings for OTMD renewal at the June 29, 2023 meeting.

No Later Than:
July 7, 2023 NOTICE

The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be within the OTMD. Mailing the notice begins a mandatory forty-five (45) day period in which lodging business owners may protest OTMD renewal.

July 18, 2023 PUBLIC MEETING AND INTRODUCTION OF ORDINANCE

Allow public testimony on the renewal of the OTMD and levy of assessments. At the public meeting, the Council would introduce the Ordinance renewing the OTMD and levying the assessment.

If written protests are received from the owners of lodging businesses in the renewed OTMD which will pay more than fifty percent (50%) of the assessments proposed to be levied and such protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such lodging businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

If the Council, following the public hearing, decides to establish the renewed OTMD, the Council shall adopt an ordinance of formation renewing the OTMD and levying the assessment. Upon successful passage of the Ordinance, the OTMD shall be renewed, and the Ordinance shall go into effect thirty (30) days after the adoption of the Ordinance.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

None immediately. The City will receive a fee of one percent (1%) of the amount collected to cover its costs of administration. Because the OTMD programs are intended to increase visitation to the City, there may be an increase in transient occupancy tax and sales tax collections.

COMMITTEE OUTCOME

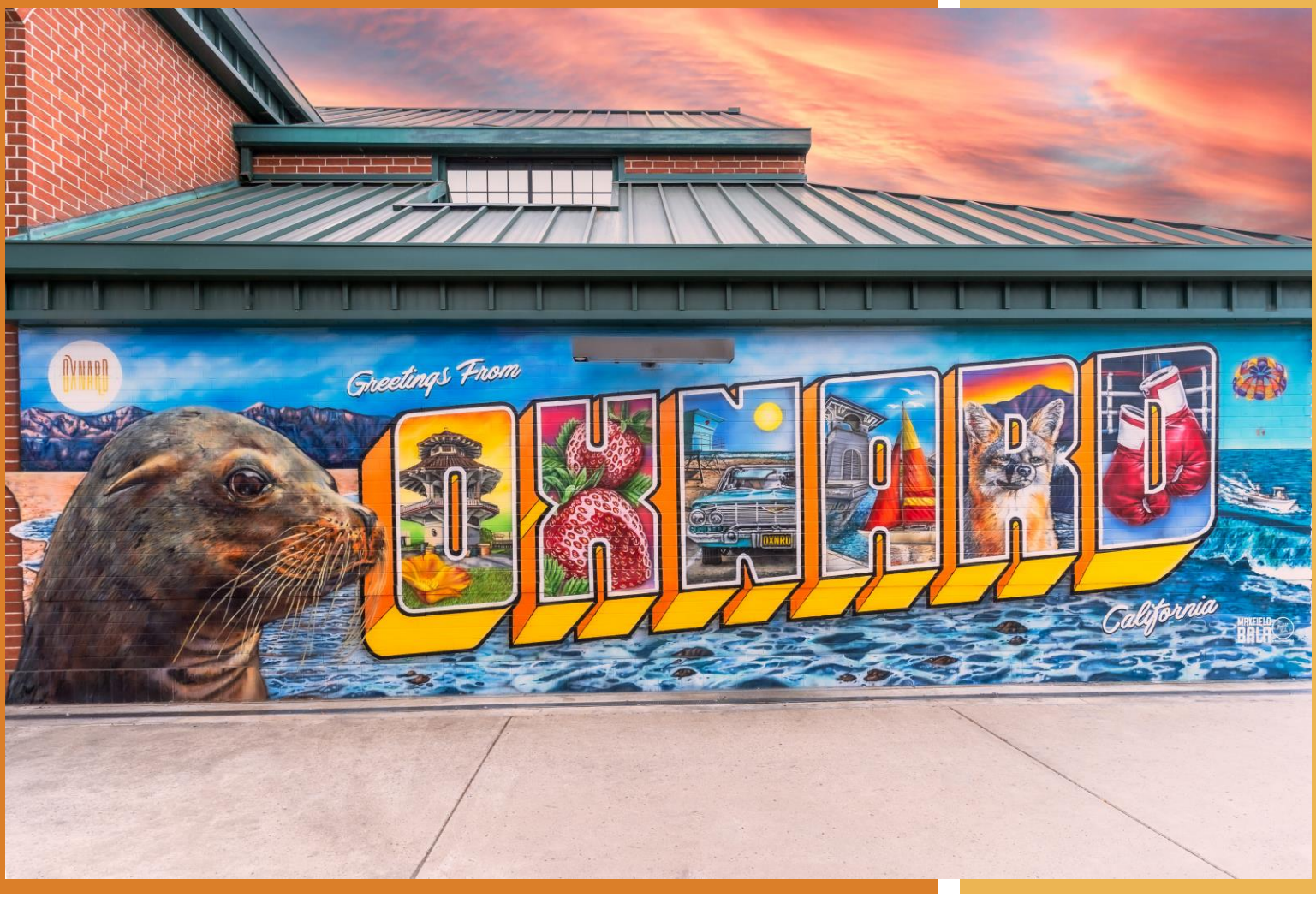
This item did not originate in Committee. Per Resolution 15,286 F.2, items that are already approved by Council that have continuing work can go straight to Council. The City Council authorized this TMD in 2019 and the extension does not substantially change the TMD. Additionally, the TMD will be heard at two additional Council meetings.

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. Management District Plan
2. Resolution of Intent OTMD

2024-2033



OXNARD TOURISM MARKETING DISTRICT

MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

June 8, 2023

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DRAFT

Prepared by
Civitas

CIVITAS
PARTNERSHIPS • PROGRESS • PROSPERITY

(800)999-7781
www.civitasadvisors.com

VISIT OXNARD CA

I. OVERVIEW

Developed by Oxnard lodging businesses and the Oxnard Convention & Visitors Bureau dba Visit Oxnard (VO), the Oxnard Tourism Marketing District (OTMD) is an assessment district proposed to continue to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The OTMD was created in 2019 for a five (5) year term. Oxnard lodging businesses and VO now wish to renew the OTMD for a nine (9) year and three (3) month term.

Location: The OTMD includes all lodging businesses with fifty-five (55) rooms or more located within the boundaries of the City of Oxnard, as shown on the map in Section III.

Services: The OTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales and marketing programs will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

Budget: The total OTMD annual assessment budget for each full fiscal year (July 1 – June 30) of operations is anticipated to be approximately $1,000,000. The initial "year" of operations will be a partial year consisting of three (3) months, with an anticipated assessment budget of $250,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do and as lodging businesses open and close.

Cost: The annual assessment rate is two percent (2.0%) of gross short-term sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person's usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.

Collection: The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the OTMD. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.

Duration: The OTMD will have a nine (9) year three (3) month life, beginning April 1, 2024 or as soon as possible thereafter, and ending on June 30, 2033. After nine (9) years and three (3) months, the OTMD may be renewed pursuant to the 94 Law if lodging business owners support continuing the OTMD programs.

Management: VO shall continue to serve as the OTMD's Owners' Association. VO has formed an OTMD Committee which shall continue to be responsible for managing funds and

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implementing programs in accordance with this Plan, and must provide annual reports to the City Council.

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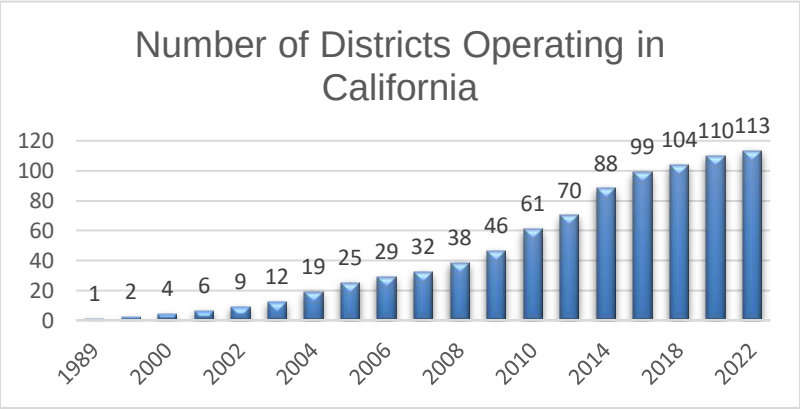
II. BACKGROUND

TMDs are an evolution of the traditional Business Improvement District. The first TMD was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TMD laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TMD. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TMDs without a state law.



California's TMDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Oxnard lodging businesses continue to invest in stable, commerce-specific marketing programs.

TMDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TMDs allow tourism business owners to organize their efforts to increase commerce. Tourism business owners within the TMD pay an assessment and those funds are used to provide services that increase commerce.

In California, most TMDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TMDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TMDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

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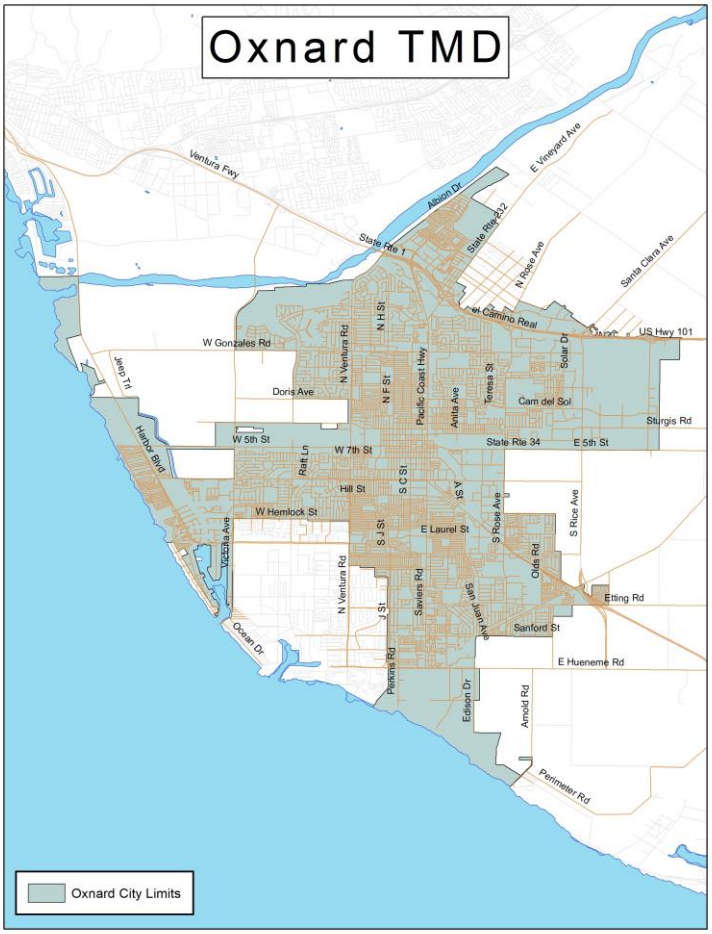
III. BOUNDARY

The OTMD will include all lodging businesses with fifty-five (55) rooms or more located within the boundaries of the City of Oxnard, as shown in the map below.

Lodging business means: any commercial establishment or any portion of any commercial establishment that provides for the occupancy of transients for dwelling, lodging, or sleeping purposes, whether by the date, week or month, and includes any hotel, inn, motel, or commercial establishment of a similar nature.

Lodging business does not include: a lodging business that charges room rents not exceeding maximum rentals of $10 per day for single and $15 per day for double occupancy and has a current certificate of eligibility on file with the City; and a lodging business operated by a local government entity or owned and operated by the State. Additionally, lodging business does not include RV Parks; defined as a space that is designed and promoted for the purpose of locating a recreational vehicle, or locating a trailer, tent trailer, pickup camper, or other similar device used for camping.

A complete listing of assessed lodging businesses within the OTMD can be found in Appendix 2.

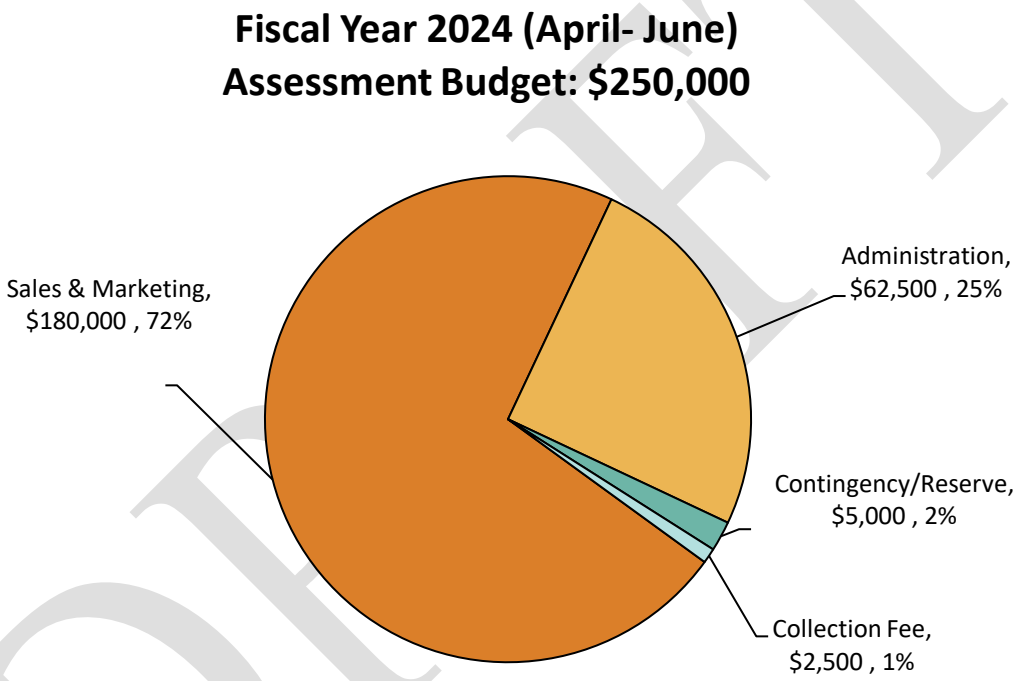


IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the OTMD funds are sales and marketing programs available only to assessed lodging businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed lodging businesses. A detailed annual assessment budget will be developed and approved by VO. The table below illustrates the annual assessment budget for fiscal year April 1, 2024- June 30, 2024, which covers the initial three (3) month period of the OTMD.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. The table below illustrates the annual assessment budget for fiscal year two (July 1, 2024- June 30, 2025). However, VO's OTMD Committee shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the OTMD, any and all assessment funds may be used for the costs of defending the OTMD.

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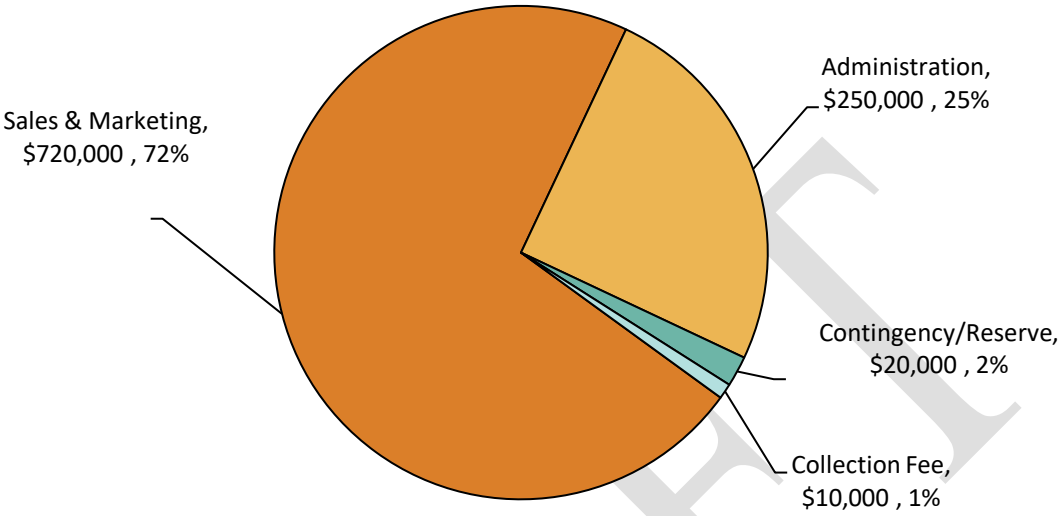
Fiscal Year 2024/2025 (July-June)
Assessment Budget: $1,000,000



Each budget category includes all costs related to providing that service. For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by VO's OTMD Committee on an as- needed basis.

Sales and Marketing

A sales and marketing program will continue to promote assessed lodging businesses as tourist, meeting, and event destinations. The sales and marketing program will have a central theme of promoting Oxnard as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed lodging businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed lodging businesses;
- Print ads in magazines and newspapers, television ads, and radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed lodging businesses;
- Attendance of trade shows to promote assessed lodging businesses;
- Sales blitzes for assessed lodging businesses;
- Familiarization tours of assessed lodging businesses;
- Preparation and production of collateral promotional materials such as visitor guides, brochures, flyers and maps featuring assessed lodging businesses;
- Sponsorship of local events and festivals that drive overnight visitations and room sales to assessed lodging businesses;

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- Attendance of professional industry conferences and affiliation events to promote assessed lodging businesses;
- Lead generation activities designed to attract tourists and group events to assessed lodging businesses;
- Brand-centric visitor services training program for both public and private sector staff;
- Kiosk improvements including new technology-driven visitor information enhancements;
- Development of Return on Investment (ROI) analysis on the effectiveness of OTMD funds, feasibility studies, and/or economic impact reports to improve effectiveness and increase overnight visitation at assessed lodging businesses;
- Strategic advertising and marketing agency support to promote assessed lodging businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed lodging businesses;
- Development and maintenance of a website designed to promote assessed lodging businesses.
- Partnership with both local and state tourism organizations to target key international markets to increase overnight visitation at assessed lodging businesses; and
- Development and implementation of a public relations and communications strategy, inclusive of social media outlets and press release distribution designed to drive overnight visitation at assessed lodging businesses.

Administration and Operations
The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

Contingency/Reserve
The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of VO's OTMD Committee. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by VO's OTMD Committee. Contingency/reserve funds may be spent on OTMD programs or administrative and renewal costs in such proportions as determined by VO's OTMD Committee. The reserve fund may be used for the costs of renewing the OTMD.

Collection Fee
The City shall continue to retain a fee equal to one percent (1%) of the amount of assessments collected, to cover collection and administration costs.

B. Annual Budget

The total OTMD annual assessment budget for each full fiscal year (July 1 – June 30) of operations is anticipated to be approximately $1,000,000. The initial "year" of operations will be a partial year consisting of three (3) months, with an anticipated assessment budget of $250,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, and as lodging businesses open and close. The total assessment budget for the entire nine (9) year and three (3) month term of the OTMD is anticipated to be approximately $9,250,000.

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C. California Constitutional Compliance

The OTMD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the OTMD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the OTMD, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the OTMD. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the OTMD, and are narrowly tailored. OTMD funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in OTMD programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses. Nothing in this Plan limits the ability of the Owners' Association to enter into private contracts with non-assessed lodging businesses for the provision of services to those businesses.

The assessment imposed by this OTMD is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing and sales programs promoting lodging businesses paying the OTMD assessment. The marketing and sales programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the OTMD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)
[3] Government Code § 53758(a)

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2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the OTMD are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

OTMD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by VO's OTMD Committee, and reports submitted on an annual basis to the City. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from OTMD-funded activities, be featured in advertising campaigns, and benefit from other OTMD-funded services. Non-assessed lodging businesses will not receive these, nor any other, OTMD-funded services and benefits.

The OTMD-funded programs are all targeted directly at and feature only assessed lodging businesses. It is, however, possible that there will be a spill over benefit to non-assessed lodging businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-OTMD funds. OTMD funds shall only be spent to benefit the assessed lodging businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

D. Assessment

The annual assessment rate is two percent (2.0%) of gross short-term sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person's usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the lodging businesses within the OTMD with costs allocated based on the proportional benefit conferred to each lodging business. Activities funded by the OTMD are specifically targeted to increase room nights at assessed lodging businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assesse derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed lodging businesses with higher priced room nights.

[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

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The term "gross short-term sleeping room rental revenue" as used herein means: the consideration charged, whether or not received, for the occupancy of space in a lodging business valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deductions therefrom whatsoever. Gross short-term sleeping room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the OTMD assessment is identified separately it shall be disclosed as the "OTMD Assessment." As an alternative, the disclosure may include the amount of the OTMD assessment, the amount of the assessment imposed from other local tourism marketing districts, and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

The OTMD shall reimburse the City of Oxnard for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent OTMD assessment are sought to be recovered in the same collection action by the City, the OTMD shall bear its pro rata share of such collection costs. Assessed lodging businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business that fails to remit the assessment within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquency:* Any lodging business that fails to remit the assessment on or before a period of thirty (30) days following the date of which the assessment first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment.
3. *Fraud:* If the City determines that the nonpayment of the assessment is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added to the amount in addition to any penalties.
4. *Interest:* In addition to the penalties imposed, any lodging business failing to timely remit the assessment shall pay interest at the rate of one-half of one percent (0.5%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the assessment first became delinquent until the assessment is paid.
5. *Penalties and Interest Merged with Assessment:* Every penalty imposed and such interest as accrues shall become a part of the assessment required to be paid.

F. Time and Manner for Collecting Assessments

The OTMD assessment will be implemented beginning on April 1, 2024, and will continue for nine (9) years and three (3) months through June 30, 2033. The City will be responsible for collecting the

assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business. The City shall take all reasonable efforts to collect the assessments from each lodging business. The City shall forward the assessments collected to the Owners' Association.

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V. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the OTMD as defined in Streets and Highways Code §36612. The City Council has determined that VO will continue to serve as the Owners' Association for the OTMD. VO's OTMD Committee shall continue to have full authority to manage matters related to the OTMD, including, but not limited to, management of assessment funds and full decision-making authority regarding OTMD programs in accordance with this Management District Plan.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

VO shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

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APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 SUPPLEMENT ***
(ALL 2022 LEGISLATION)

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

(a) "Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) "Special benefit" also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This

part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.
(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:
(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
(2) The number, date of adoption, and title of the resolution of intention.
(3) The time and place where the public hearing was held concerning the establishment of the district.
(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the

levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the

same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired

with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

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APPENDIX 2 – ASSESSED BUSINESSES

Name	Address	City, State ZIP
Best Western Oxnard Inn	1156 S. Oxnard Blvd.	Oxnard, CA 93030
Courtyard by Marriott Oxnard	600 E. Esplanade Dr.	Oxnard, CA 93036
Hampton Inn Channel Islands Harbor	3231 Peninsula Rd.	Oxnard, CA 93035
Hilton Garden Inn Oxnard	2000 Solar Dr.	Oxnard, CA 93036
Homewood Suites	1950 Solar Dr.	Oxnard, CA 93036
Residence Inn by Marriott Oxnard at River Ridge	2101 West Vineyard Ave.	Oxnard, CA 93036
Zachari Dunes on Mandalay Beach Resort	2101 Mandalay Beach Rd.	Oxnard, CA 93035

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RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING ITS INTENTION TO RENEW THE OXNARD TOURISM MARKETING DISTRICT (OTMD) AND FIXING THE TIME AND PLACE OF A PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF

WHEREAS, the City of Oxnard (City) created the OTMD on March 5, 2019 by Resolution No.15. 200; and

WHEREAS, the OTMD was created for a five (5) year term which ends on March 31, 2024, and

WHEREAS, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City to renew business improvement districts for the purposes of promoting tourism; and

WHEREAS, the Oxnard Convention & Visitors Bureau dba Visit Oxnard (VO), lodging business owners, and representatives from the City of Oxnard have met to consider the renewal of the OTMD; and

WHEREAS, VO has drafted a Management District Plan (Plan) which sets forth the proposed boundary of the OTMD, a service plan and budget, and a proposed means of governance; and

WHEREAS, lodging businesses who will pay more than fifty percent (50%) of the assessment under the OTMD have petitioned the City Council to renew the OTMD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The recitals set forth herein are true and correct.

2. The City Council finds that lodging businesses that will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed and submitted petitions in support of the renewal of the OTMD. The City Council accepts the petitions and adopts this Resolution of Intention to renew the OTMD and to levy an assessment on certain lodging businesses within the OTMD boundaries in accordance with the Property and Business Improvement District Law of 1994.

3. The City Council finds that the Plan satisfies all requirements of Streets and Highways Code § 36622.

4. The City Council declares its intention to renew the OTMD and to levy and collect assessments on certain lodging businesses within the OTMD boundaries pursuant to the Property and Business Improvement District Law of 1994.

5. The OTMD shall include all lodging businesses with fifty-five (55) rooms or more located within

the boundaries of the City of Oxnard, as shown in the map attached as Exhibit A.

6. The name of the district shall be Oxnard Tourism Marketing District (OTMD).

7. The annual assessment rate is two percent (2.0%) of gross short-term sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person's usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.

8. The assessments levied for the OTMD shall be applied toward sales and marketing programs to market assessed lodging businesses in Oxnard as tourist, meeting, and event destinations, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which OTMD assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.

9. The renewed OTMD will have a nine (9) year and three (3) month term, beginning April 1, 2024 or as soon as possible thereafter, and ending on June 30, 2033, unless renewed pursuant to Streets and Highways Code § 36660.

10. Bonds shall not be issued.

11. The time and place for the public meeting to hear testimony on renewing the OTMD and levying assessments are set for July 18, 2023, at 6:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 305 West Third Street, Oxnard, CA 93030. Following the public meeting, the City Council shall move to introduce and conduct the first reading of the Ordinance to renew the OTMD and continue the levy of assessments.

12. The time and place for the public hearing to renew the OTMD and the levy of assessments are set for September 5, 2023, at 6:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 305 West Third Street, Oxnard, CA 93030. The City Clerk is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623, no later than July 7, 2023

13. At the public meeting and hearing, the testimony of all interested persons for or against the renewal of the OTMD may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the renewed OTMD that will pay more than fifty percent (50%) of the estimated total assessment of the entire OTMD, no further proceedings to renew the OTMD shall occur for a period of one (1) year.

14. Following a successful public hearing, at the same City Council meeting on September 5, 2023, held at the Council Chambers located at 305 West Third Street, Oxnard, CA 93030, the City

Council may adopt the Ordinance, renewing the OTMD and continue levying the assessments.

15. The complete Plan is on file with the City Clerk and may be reviewed upon request.

16. This resolution shall take effect immediately upon its adoption by the City Council.

I HEREBY CERTIFY that the foregoing Resolution of Intention was introduced and adopted at a regular meeting of the City Council on the _____ day of _____ 2023 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

_____

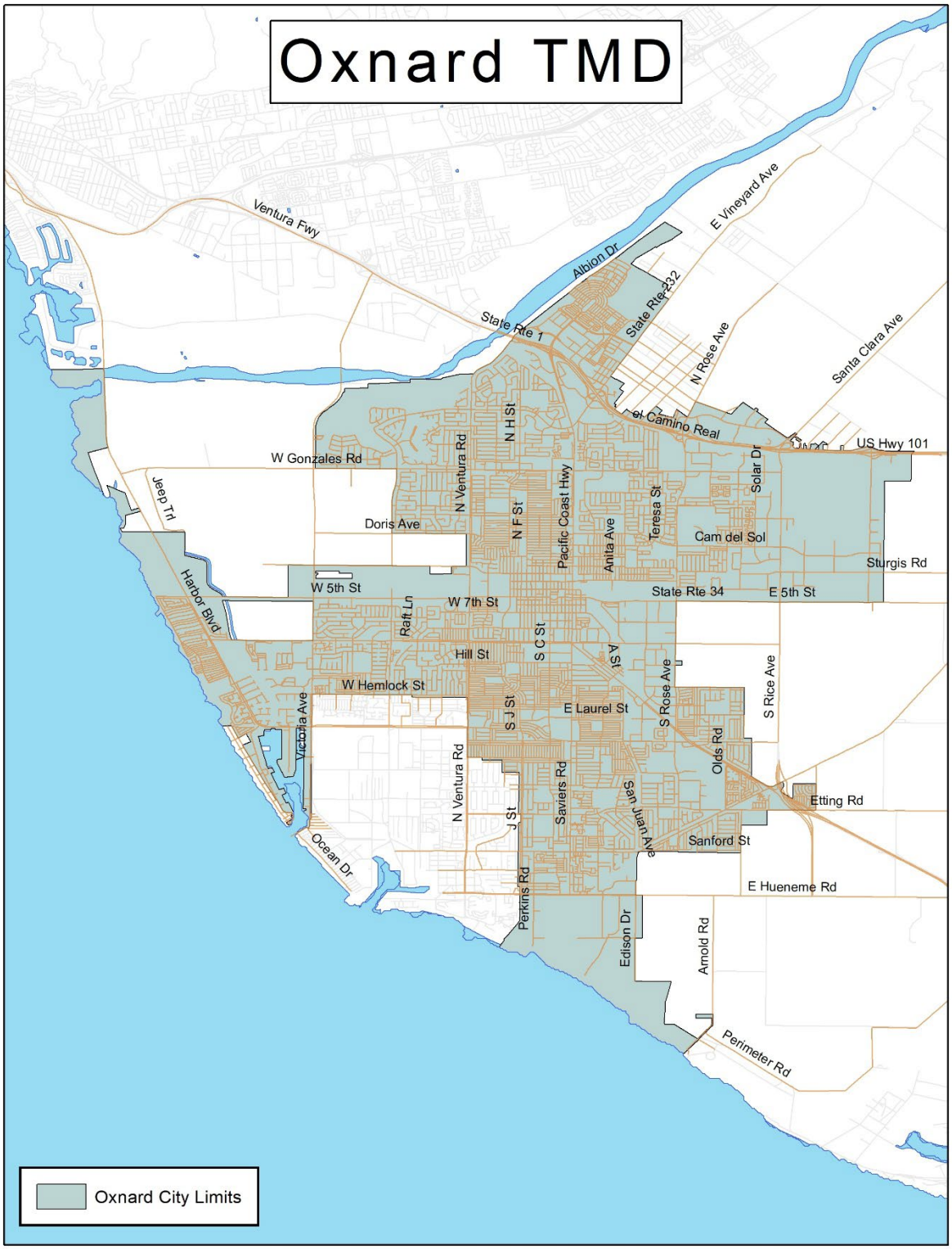
Mayor

ATTEST:

_____

City Clerk

EXHIBIT A
District Boundaries



CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: June 29, 2023

TO: City Council

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

SUBJECT: Hemlock Street Partial Public Waterline Easement Vacation; Planning and Zoning (PZ) Permit No. 23-660-01.

RECOMMENDATION

That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
2. Adopt a resolution to vacate its right, title and interest in the public waterline easement, on the two lots located at 4201 and 4211 West Hemlock Street; and
3. Authorize the Mayor to sign the partial Quitclaim Deeds releasing City authority and/or rights to the waterline easement.

BACKGROUND

A waterline easement was initially dedicated to the City of Oxnard as part of Tract No. 4132-1 recorded on November 8, 1986 for the Harbour Island condominium development at Harbour Island Lane, Pearl Way, and Emerald Isle Way in the Mandalay Bay.

In 2006, through the subsequent approval of public improvements for Tract No. 5266, the waterline and roadway between Harbour Island Lane and West Hemlock Street were removed to make way for the construction of the canal. As a result, a replacement public water main was constructed on Harbour Island Lane to South Victoria Street. Therefore, the waterline easement over 4201 and 4211 West Hemlock Street is no longer needed.

ANALYSIS AND DISCUSSION

The easement vacation map is included as Attachment 5. Vacating the public waterline easement located at 4201 and 4211 West Hemlock Street will not alter public safety, convenience, and public welfare. The proposed partial vacation of the public utility easement should be reviewed in the interest of safety, convenience, and public welfare, and not for the sole benefit of the property owner. Additionally, all property vacations are to be reviewed for conformance with the General Plan.

As this area was redeveloped 17 years ago, the public water main was moved to a new location for the location of the now existing canal, and as a result, this section of the easement is no longer needed to provide adequate services as required pursuant to the 2030 General Plan policies, such as ICS-17.2 which requires service mains not installed in the public right-of-way have established easements.

Summary Vacation Process

The Council can summarily vacate a public service easement pursuant to and in accordance with the provisions of "Section 8333 Easements," subparagraph (a) of Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code of the State of California, if any of the following findings are made:

1. The easement has not been used for the purpose for which it was dedicated or acquired for 5 consecutive years immediately preceding the proposed vacation.
2. The date of dedication or acquisition of the easement is less than 5 years, and more than 1 year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.
3. The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

Since the portion of the existing public waterline easement on the two properties 4201 and 4211 West Hemlock Street have been determined to be excess by the City and there are no other public facilities located within the easement, the partial public waterline easement vacation is eligible to be summarily vacated. The resolution (Attachment 6) summarily vacates the portion of the existing public waterline easement on the subject properties, 4201 and 4211 West Hemlock Street. This Resolution also authorizes the Mayor to sign a quitclaim deed for the partially vacated public easement to the underlying property owners of the vacated easement area.

General Plan Consistency

In compliance with the California Government Code, Section 65402, the Planning Commission reviewed the request and determined that the proposed vacation was consistent with the City of Oxnard 2030 General Plan.

On April 20, 2023, the Planning Commission reviewed the request to vacate a public waterline easement, located at 4201 and 4211 West Hemlock Street for General Plan conformance as required by California Government Code Section 65402(a). The Planning Commission unanimously determined the proposed vacation would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan and adopted Planning Commission Resolution 2023-20 (Attachment 4) recommending the approval of the partial vacation of the public waterline easement.

Environmental Determination

Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), it can be seen with certainty that there is no possibility that the proposed partial vacation of a waterline easement, located at 4201 and 4211 West Hemlock Street would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)), and staff recommends that the City Council accept a Notice of Exemption as part of the noticed public hearing and the adoption of a resolution to vacate the property by the City Council. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no fiscal impact associated with the vacation of these easements.

COMMITTEE OUTCOME

This item did not originate in Committee as this item was reviewed by and recommended by the Planning Commission on April 20, 2023.

Prepared by: Daniel Houck, Associate Planner

ATTACHMENTS

1. Maps (Vicinity, General Plan, Zoning)
2. Tract Map 4132-1 (acceptance of easement instrument)
3. Notice of Exemption
4. Planning Commission Resolution 2023-20
5. Quitclaim Deed
6. City Council Resolution

Vicinity Map

CITY OF OXNARD CALIFORNIA

Oxnard Planning

March 10, 2023

PZ 23-625-01
Location: 4211, 4201 Hemlock St
APN: 1880120100, 1880120095
Easement Vacation

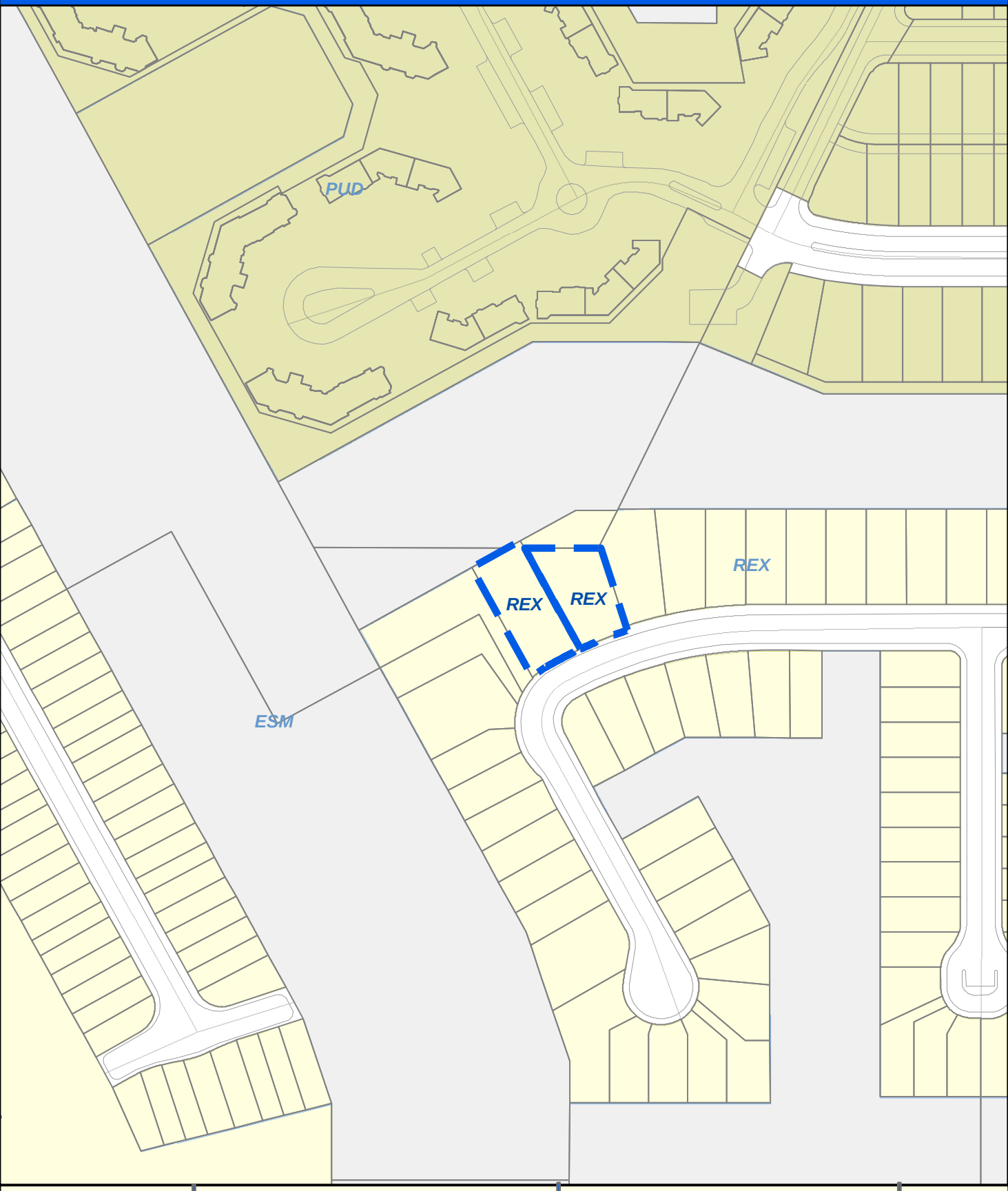
Vicinity Map

0 0.5 1 1.5 2 Miles

N

1:70,000

2030 General Plan Land Use Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

March 10, 2023

PZ 23-625-01
Location: 4211, 4201 Hemlock St
APN: 1880120100, 1880120095
Easement Vacation

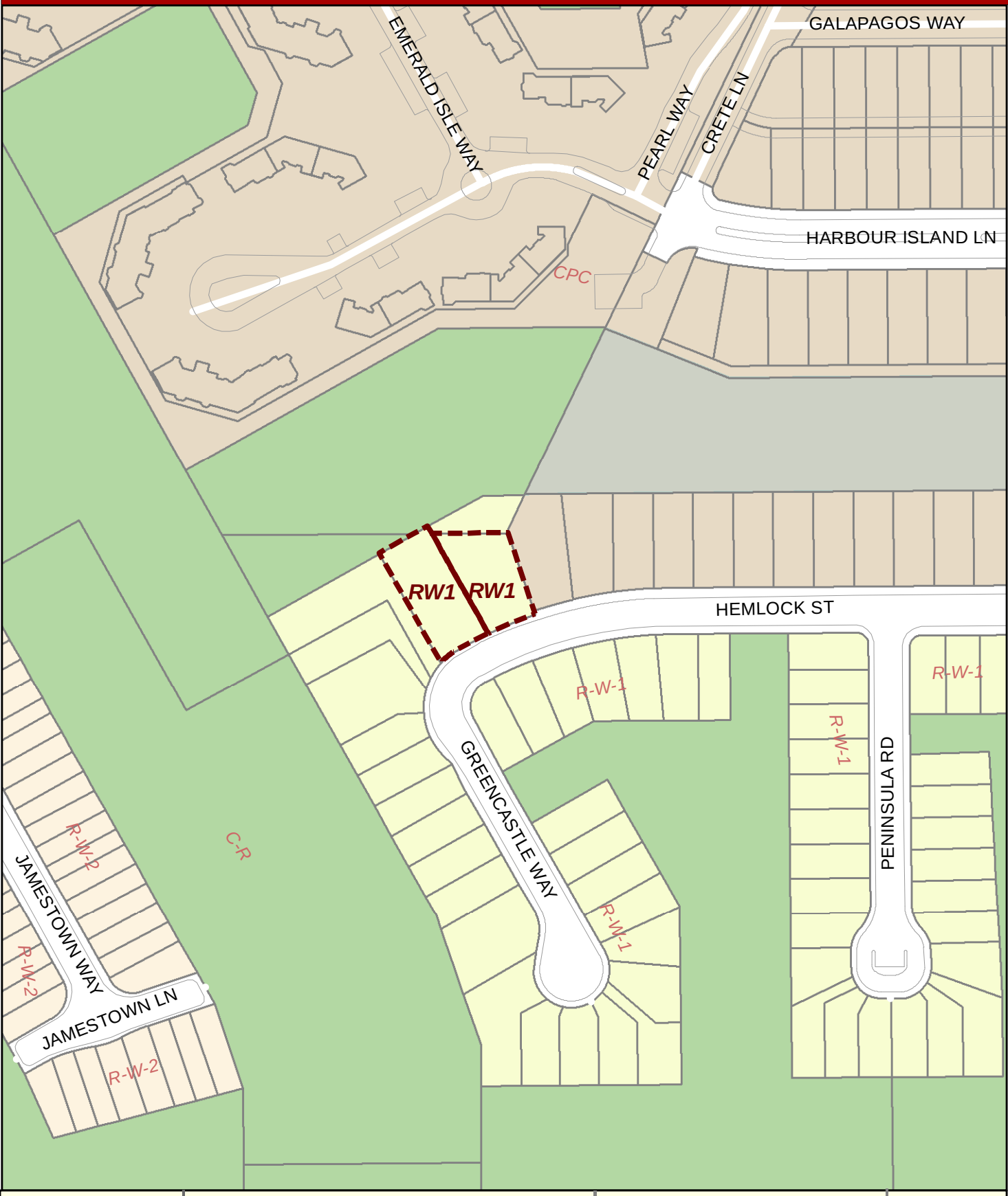
Feet
0 50 100 200

2030 General Plan Land Use Map

N
W E
S

1:2,000

Zoning/Specific Plan Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

March 10, 2023

PZ 23-625-01
Location: 4211, 4201 Hemlock St
APN: 1880120100, 1880120095
Easement Vacation

0 25 50 100 150 200 Feet

Zoning/Specific Plan Map

N W E S

1:2,000

Map amended by affidavit certificate of correction recorded June 11, 1991 as instrument number 91-08116.

"MAP AMENDED BY AFFIDAVIT CERTIFICATE OF CORRECTION RECORDED AUGUST 29, 1991 AS INSTRUMENT NUMBER 91-128409."

OWNERS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE LAND INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT No. 4132-1, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID LAND, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE, AND THAT THEY DO HEREBY OFFER TO DEDICATE PARCELS A, B, C AND D IN FEE SIMPLE TO THE CITY OF OXNARD, EXCEPTING AND RESERVING FROM PARCELS A, B, AND C AN APPURTENANT EASEMENT OVER THOSE AREAS DESIGNATED AS EASEMENTS FOR BOAT DOCK FOR THE PURPOSES OF STORING, KEEPING AND BOARDING BOATS, YACHTS, WATERCRAFT AND FOR ALL OTHER PURPOSES INCIDENTAL THERETO. WE ALSO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD ALL WATER RIGHTS AND THE RIGHTS TO DEVELOP ALL WATER FOUND, LOCATED OR TAKEN FROM OR UNDER SAID LAND WITHOUT THE RIGHT TO SURFACE ENTRY AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD THE EASEMENTS FOR STORM DRAINAGE, AND WATER LINES.

OWNER:
VOSS CONSTRUCTION COMPANY, INC.

BY: _____ PRESIDENT

BY: Audrey J Voss SECRETARY

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

ON THIS 15th DAY OF August IN THE YEAR 198 6 BEFORE ME, KAREN BANGS, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DANIEL J VOSS AND AUDREY J VOSS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT AS PRESIDENT AND SECRETARY ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT.

Karen Bangs
NOTARY PUBLIC

OFFICIAL SEAL KAREN BANGS NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN VENTURA COUNTY My Commission Expires October 19, 1987

OWNER:
CITY OF OXNARD, A MUNICIPAL CORPORATION

BY: Nac Takasugi
MAYOR OF THE CITY OF OXNARD

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

ON THIS 28TH DAY OF OCTOBER IN THE YEAR 198 6 BEFORE ME, KIM MARIE SMITH, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED NAC TAKASUGI PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS MAYOR OF THE CITY OF OXNARD ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT.

Kim Marie Smith
NOTARY PUBLIC

MY COMMISSION EXPIRES DEC. 26, 1987

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THE STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: KAREN Bangs
PLACE OF EXECUTION OF THIS DECLARATION: VENTURA
DATE: October 13, 1987
SIGNATURE BY: James R. Hoffman

JEAN P. DUFAU FAMILY TRUST BENEFICIARY

UNDER DEED OF TRUST RECORDED DEC. 30, 1985 AS DOC. No. 148887, OFFICIAL RECORDS.

JEAN P. DUFAU, CO-TRUSTEE AND HELENE J. DUFAU, CO-TRUSTEE OF THE JEAN P. DUFAU FAMILY TRUST DATED APRIL 8, 1977.

BY: Jean P. Dufau JEAN P. DUFAU

BY: Helene J. Dufau HELENE J. DUFAU

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

ON THIS 25th DAY OF August IN THE YEAR 198 6 BEFORE ME, KAREN BANGS, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JEAN P. DUFAU AND HELENE J. DUFAU PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED IT AS BENEFICIARY.

Karen Bangs
NOTARY PUBLIC

OFFICIAL SEAL KAREN BANGS NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN VENTURA COUNTY My Commission Expires October 19, 1987

DANIEL J. VOSS AND AUDREY J. VOSS,

BENEFICIARY UNDER DEED OF TRUST RECORDED DEC. 30, 1985 AS DOC. No. 148887, OFFICIAL RECORDS.

BY: _____ DANIEL J. VOSS

BY: Audrey J Voss AUDREY J. VOSS

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

ON THIS 15th DAY OF AUGUST IN THE YEAR 198 6 BEFORE ME, KAREN BANGS, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DANIEL J. VOSS AND AUDREY J. VOSS, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED IT AS BENEFICIARY.

Karen Bangs
NOTARY PUBLIC

OFFICIAL SEAL KAREN BANGS NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN VENTURA COUNTY My Commission Expires October 19, 1987

HIJI BROS, A PARTNERSHIP, BENEFICIARY

UNDER DEED OF TRUST RECORDED DEC. 30, 1985 AS DOC. No. 148887, OFFICIAL RECORDS.

BY: _____ TSUGIO HIJI - PARTNER

BY: Frank S. Hiji FRANK S. HIJI - PARTNER

BY: _____ ROBERT A. HIJI - PARTNER

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

ON THIS 14TH DAY OF AUGUST IN THE YEAR 1986 BEFORE ME, L. K. TANJI, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TSUGIO HIJI, FRANK S. HIJI AND ROBERT A. HIJI PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS THAT EXECUTED THIS INSTRUMENT ON BEHALF OF THE PARTNERSHIP, AND ACKNOWLEDGED TO ME THAT THE PARNERSHIP EXECUTED IT AS BENEFICIARY.

L. K. Tanji
NOTARY PUBLIC

OFFICIAL SEAL L K TANJI NOTARY PUBLIC - CALIFORNIA VENTURA COUNTY My comm. expires MAR 9, 1988

SWIFTWOOD CORPORATION, A CALIFORNIA CORPORATION

BENEFICIARY UNDER DEED OF TRUST RECORDED DEC 30, 1985 AS DOC No. 148887 OFFICIAL RECORDS.

BY: Raymond E Swift PRESIDENT

BY: Agness M. Nelson SECRETARY

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

ON THIS 20th DAY OF August IN THE YEAR 198 6 BEFORE ME, KAREN BANGS, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RAYMOND E SWIFT AND AGNESS M NELSON PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT AS THE PRESIDENT AND THE SECRETARY ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT AS BENEFICIARY.

Karen Bangs
NOTARY PUBLIC

OFFICIAL SEAL KAREN BANGS NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN VENTURA COUNTY My Commission Expires October 19, 1987

BANK OF A. LEVY,

BENEFICIARY BY ASSIGNMENT RECORDED JANUARY 10,, 1986 AS DOCUMENT No. 86-003404 UNDER A DEED OF TRUST RECORDED DECEMBER 30, 1985 AS DOCUMENT No. 148887, BOTH OF OFFICIAL RECORDS.

BY: S.H. Larsen Vice PRESIDENT

BY: Robert J. Tarplett ASST SECRETARY

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

ON THIS 19TH DAY OF AUGUST IN THE YEAR 198 6 BEFORE ME, SHERRY L. NISSEN, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED S.H. LARSEN AND ROBERT J. TARPLETT PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT AS VICE PRESIDENT AND ASST SECRETARY ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT AS BENEFICIARY.

Sherry L Nissen
NOTARY PUBLIC

OFFICIAL SEAL SHERRY L. NISSEN NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN VENTURA COUNTY My Commission Exp. Dec. 9, 1988

JACKSON FAMILY TRUST BENEFICIARY

UNDER DEED OF TRUST RECORDED DEC. 30, 1985 AS DOC. No. 148887, OFFICIAL RECORDS.

WILLIAM G. JACKSON, TRUSTEE AND PATRICIA JANE JACKSON, TRUSTEE: TRUSTEES OF THE JACKSON FAMILY TRUST DATED JULY 27 1977.

BY: William G. Jackson WILLIAM G. JACKSON

BY: Patricia Jane Jackson PATRICIA JANE JACKSON

STATE OF CALIFORNIA)
) SS.
COUNTY OF Orange)

ON THIS 21ST DAY OF AUGUST IN THE YEAR 198 6 BEFORE ME, DANA L. PERISI, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WILLIAM G. JACKSON AND PATRICIA JANE JACKSON PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED IT AS BENEFICIARY.

Dana L Perisi
NOTARY PUBLIC

OFFICIAL SEAL DANA L. PERISI NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN ORANGE COUNTY My Commission Exp. July 11, 1989

TRACT NO. 4132-1

LOTS 1, 2 AND 3 FOR SINGLE FAMILY RESIDENCES AND LOT 4 FOR CONDOMINIUM PURPOSES
BEING A PORTION OF

PARCEL B

(35 PM 23)

CITY OF OXNARD

VENTURA COUNTY, CALIFORNIA

FEB, 1986

Prepared by:
D.I.&L. SERVICES
300 MONTGOMERY AVE.
OXNARD, CA. 93030

SHEET 1 OF 5 SHEETS

Map amended by affidavit certificate of correction recorded June 11, 1991 as instrument number 91-08116.

"MAP AMENDED BY AFFIDAVIT CERTIFICATE OF CORRECTION RECORDED AUGUST 29, 1991 AS INSTRUMENT NUMBER 91-128409."

SURVEYORS CERTIFICATE

I, DENNIS J. DANIEL DO HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER, THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION IN FEBRUARY 1986, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS TRACT MAP), AND THAT THEY ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. TIE SHEETS TO ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

8-31-86
DATE

Dennis Daniel
R.C.E. 21017

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT No. 4132-1, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

10-28-86
DATE

Benjamin Y. Wong
BENJAMIN Y. WONG
ASSISTANT PUBLIC WORKS DIRECTOR
R.C.E. 19356 EXP. 9/30/89

CITY COUNCIL'S CERTIFICATE

THIS MAP, ENTITLED TRACT No. 4132-1, CONSISTING OF 5 SHEETS, IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA, AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 26TH DAY OF AUGUST, 1986, FOR APPROVAL.

SAID COUNCIL HEREBY APPROVES SAID MAP, AND DOES HEREBY ACCEPT ALL WATER RIGHTS AS OFFERED HEREON, AND ALSO HEREBY ACCEPTS THE EASEMENTS FOR STORM DRAINAGE AND WATER LINES AND ALSO ACCEPTS PARCELS A, B, C AND D IN FEE SIMPLE.

IN WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD TO BE AFFIXED THIS 28TH DAY OF OCTOBER, 1986.

ATTEST:
Mabi Klisky
CITY CLERK OF THE CITY OF OXNARD

Nao Takasugi
MAYOR OF THE CITY OF OXNARD

SIGNATURE OMISSIONS

THE SIGNATURE OF OXNARD DRAINAGE DISTRICT, PRESENT OWNER OF AN EASEMENT FOR DRAINAGE PURPOSES, BLANKET IN NATURE AS DISCLOSED BY DEED RECORDED IN BOOK 164, PAGE 408 OF DEEDS OF VENTURA COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(c)(1) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY. THE SIGNATURES OF THOMAS FRANCIS MCGRATH, JR., ET AL, OWNERS OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND OTHER MINERAL AND FISSIONABLE SUBSTANCES, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND OR TO A DEPTH OF 500 FEET FROM THE SURFACE THEREOF FOR THE PURPOSE OF EXPLORING FOR DRILLING, BORING, MARKETING OR REMOVING SAID SUBSTANCES, BUT WITH THE RIGHT TO PRODUCE AND TAKE SAID SUBSTANCES BY MEANS OF WELLS LOCATED ON OTHER LAND DIRECTIONALLY DRILLED INTO SAID PROPERTY BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND HAS BEEN OMITTED UNDER SECTION 66436(c)(3) OF THE SUBDIVISION MAP ACT.

CITY TREASURER'S CERTIFICATE

I, ROBERT DELACRUZ, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT No. 4132-1 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS 28TH DAY OF OCT, 1986

Robert DeLaCruz
CITY TREASURER,
CITY OF OXNARD

#86-157695

COUNTY RECORDER'S CERTIFICATE

RECORDED AT THE REQUEST OF THE OWNER, THE CITY OF OXNARD ON NOVEMBER 3, 1986 AT 1147 P.M. IN BOOK 108 OF MISCELLANEOUS RECORDS (MAPS) AT PAGES 37-41, RECORDS OF VENTURA COUNTY

RICHARD D. DEAN
COUNTY RECORDER
COUNTY OF VENTURA

BY: S S Dunlap
DEPUTY COUNTY RECORDER
M.S.Y

SOILS REPORT

THE FOLLOWING SOILS REPORT RELATING TO TRACT No. 4132-1 HAS BEEN PREPARED:

DATE OF REPORT:	JUNE 17, 1986
TITLE OF REPORT:	EXPLORATION OF SOILS UNDERLYING SITE OF PROPOSED TRACT No. 4132-1, CITY OF OXNARD CALIFORNIA
FIRM NAME:	D.I.aL SERVICES
ENGINEER:	GLENN E. COOK
REGISTRATION No.:	RCE 29068
LOCATION WHERE ON FILE FOR PUBLIC INSPECTION:	CITY ENGINEERS OFFICE CITY OF OXNARD

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

CATHERINE E. JOHNSTON
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: Cathy Caron
DEPUTY TAX COLLECTOR
DATE: October 29, 1986

TRACT NO. 4132-1

LOTS 1, 2 AND 3 FOR SINGLE FAMILY RESIDENCES
AND LOT 4 FOR CONDOMINIUM PURPOSES
BEING A PORTION OF
PARCEL B
(35 PM 23)
CITY OF OXNARD
VENTURA COUNTY, CALIFORNIA
FEB, 1986

Map amended by affidavit certificate of correction recorded June 11, 1991 as instrument number 91-08116.

"MAP AMENDED BY AFFIDAVIT CERTIFICATE OF CORRECTION RECORDED AUGUST 29, 1991 AS INSTRUMENT NUMBER 91-128409."

TRACT NO. 4132-1

LOTS 1, 2 AND 3 FOR SINGLE FAMILY RESIDENCES
AND LOT 4 FOR CONDOMINIUM PURPOSES
BEING A PORTION OF

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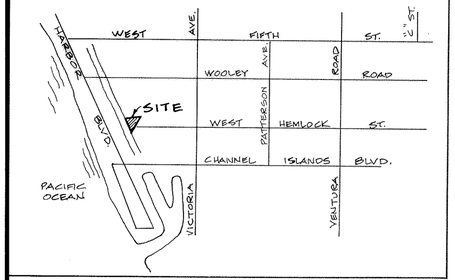
(35 PM 23)

CITY OF OXNARD

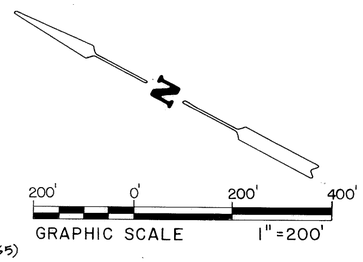
VENTURA COUNTY, CALIFORNIA

FEB, 1986



VICINITY MAP

N.T.S.



BASIS OF BEARINGS

THE GRID BEARING OF S 0° 52' 31" E ON THE LINE BETWEEN "ED-1" (PER V.C.F.B. 236-1612, PG. 4-L) AND "WW-1" (PER V.C.F.B. 236-1612, PG. 1-L) AS BASED UPON THE COUNTY OF VENTURA SURVEYOR'S OFFICE COORDINATES WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

R3 = 35 PM 23
R1 = 55 MR 79
R2 = 23 RS 27
D = 4383 OR 520
C.F. = CALCULATE FROM
V.C.F.B. = VENTURA CO. FIELD BOOK
M = MEASURE
Fd = FOUND
N.R. = NO RECORD
RAD = RADIAL

MONUMENT LEGEND

- ● MONUMENT AS NOTED
- ◎ SET 1½" I.P. TAGGED "R.C.E. 21017"
- o SET 1/2" REINF. ROD W/PLASTIC CAP TAGGED "R.C.E. 21017"
- 73 LOT NUMBER, PATTERSON RANCH PER BM R1 (TYPICAL)

CURVE & COURSE DATA

	MEASURE		REFERENCE	
1	S 17°05'45"E 111.44'		(S 17°03'35" E 111.45') R3	
2	Δ=10°41'27" L=101.52'	R=544.07' T=50.91'	Δ=10°43'24" L=101.83'	R=544.07'
3	S 62°12'49"W 5.63'		S 62°13'01"W 5.63' R3	
4	Δ=34°06'19" L=50.00'	R=84.00' T=25.77'	Δ=34°06'19" L=50.00'	R=84.00' R3
5	N 27°47'11"W 114.45'		N 27°46'59"W 114.45' R3	
6	S 62°12'49"W 139.92'		S 62°13'01"W 139.92' R3	
7	Δ=13°00'23" L=167.64'	R=738.50' T=84.18	Δ=12°58'20" L=167.21'	R=738.50' T=83.96'
8	Δ=18°18'49"S L=173.90'	R=544.07' T=87.70'	Δ=18°16'51" L=173.54'	R=544.07' R3
9	Δ=29°00'15" L=275.42'	R=544.07' T=140.73'	Δ=29°00'15" L=275.42'	R=544.07' R1
10	Δ=29°00'15" L=262.26'	R=518.07'	Δ=29°00'15" L=262.26'	R=518.07' R1 T=134.00'

CURVE DATA

	M	(R2 & D)
7	Δ = 13°00'23"	Δ = 12°58'20"
	R = 738.50'	R = 738.50'
	T = 84.18'	T = 83.96'
	L = 167.64'	L = 167.21'

BOUNDARY SURVEY

Prepared by:
D.I.aL. SERVICES
300 MONTGOMERY AVE.
OXNARD, CA. 93030

FD 4" I.P. IN CONC. 22" SUB. PER V.C.F.B. 1674-A PG. 2 (STA. 26+39.65)

S 88°48'26"E 1320.21'M (1319.60' V.C.F.B. 1674-A PG. 2)

S 1°11'34"W 20.00'M

S 1°11'34"W 1632.00'M (S1°11'43"W 1632.00'R3)

FD. 4" I.P. IN CONC. 23" SUB. PER V.C.F.B. 1674-A, PG. 2 (STA. 13+20.05) AND DESIGNATED "WW-1" BY V.C.F.B. 236-16 R, PG. 1-L

1625.33'M (S 88°48'17"E 1625.33' R3)

1320.70'M

WOOLEY ROAD

S 88°48'26"E 1625.33'M

FD. STD. SO. CALIF. EDISON CO. B.C. MON. PER R2

40'

20'

20'

190.24'M

N 14°47'12"W 376.64'M (N 14°48'39"W 375.40' R2)

(N 14°47'12"W 186.40'M (N 16°00'13"W 186.76' D) (N 14°48'39"W 186.76' R3))

(435.35' R2)

FD. STD. SO. CALIF. EDISON CO. B.C. MON. PER R2 N 6°11'00"W 1.08' FROM TRUE CORNER.

FD. STD. SO. CALIF. EDISON CO. B.C. MON. PER R2 N 14°47'12"W 0.81' FROM TRUE CORNER.

(NORTHEASTERLY LINE OF 1685 O.R. 540)

N 27°47'35"W 2015.46'M (N 27°46'59"W 2015.46' R3)

1434.73' (1435.35' C.F. R2)

(1000.00' R2)

B.C. MON. PER R2 NOT FD.

N 27°47'35"W 3413.37' M (N 28°58'33"W 3413.37' D)

FD. STD. SO. CALIF. EDISON CO. B.C. MON. PER R2

(MANDALAY CANAL)
SOUTHERN CALIFORNIA EDISON COMPANY
(1685 OR 540)

BASIS OF BEARINGS S 0°52'31"E

PARCEL A (R)

PATTERSON RANCH LOT LINES PER B MR 1

580.73' M

999.85' M (1000.00' R2)

(N 27°46'59"W 2965.82' C.F. R2)

419.12' M

(530.47' R2)

978.79' M

N 27°47'35"W 1397.91' M (N 27°46'59"W 1397.91' R3)

SET 1x2 HUB FROM SWING TIES (ED-1 PER V.C.F.B. 236-1612, PG. 4-L) (B.C. MON. PER R2 AND ABOVE V.C.F.B. NOT FD.

B.C. MON. PER R2 NOT FD.

FD NAIL IN LEAD N.R. & NW COR. LOT 124 PER R1

S 88°48'26"E 1625.33' M (S 88°48'17"E 1625.33' R3)

S 62°47'08"E 1050.00' M (S 62°46'59"E 1050.00' R3)

5.36 M & R3

N 88°46'48"W 1474.55' M (S 88°46'44"E 1474.77' R3)

S 27°12'52"W 1195.85' M (S 27°13'01"W 1195.85' R3)

190.49 M & R

NOT A PART OF THIS SUBDIVISION

PARCEL B (R)

TRACT NO. 4132-1 BOUNDARY
17.22 ACRES
(SEE SHEET 4)

FD. STD. VEN. CO. MON. WELL PER V.C.F.B. 1461 M, PG. 17

VICTORIA AVENUE

WEST HEMLOCK STREET

N 88°46'56"W 1575.50' (N 89°58'15"W 1575.55' C.F.R.)

N 88°46'56"W 1575.50' M & R1

13.00' M & R1

N 88°46'56"W 275.50' M & R1

FD STD CITY OF OXNARD MON. WELL AS CENTERLINE N.R. ACCEPTED INTERSECTION

PENINSULA DRIVE

(FORMERLY GENOVA CT. PER R1)

FD. SPIKE & WASHER N.R. ACCEPTED AS & B.C.

F.D. SPIKE & WASHER N.R. ACCEPTED AS & E.C.

S 62°12'49"W 56.64' M (N 61°01'27"E 56.64' R1)

GREENCASTLE WAY

FD. SPIKE & WASHER N.R. ACCEPTED AS & P.I.

85-10-31 (CD)

Map amended by affidavit certificate of correction recorded June 11, 1991 as instrument number 91-08116.

"MAP AMENDED BY AFFIDAVIT CERTIFICATE OF CORRECTION RECORDED AUGUST 29, 1991 AS INSTRUMENT NUMBER 91-128409."

TRACT NO. 4132-1

LOTS 1, 2 AND 3 FOR SINGLE FAMILY RESIDENCES AND LOT 4 FOR CONDOMINIUM PURPOSES

BEING A PORTION OF

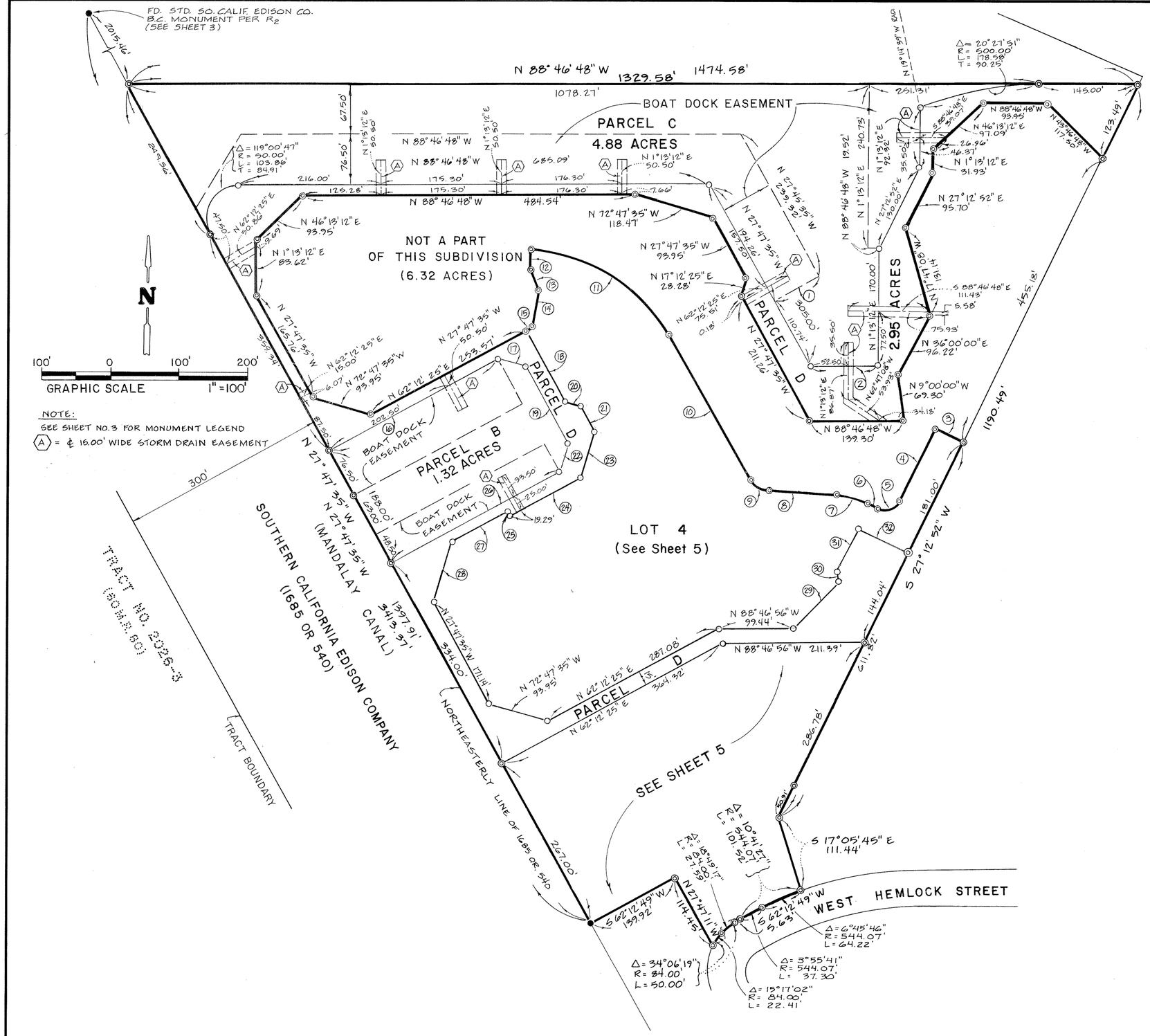
PARCEL B

(35 PM 23)

CITY OF OXNARD

VENTURA COUNTY, CALIFORNIA

FEB, 1986



NOTE:

SEE SHEET NO. 3 FOR MONUMENT LEGEND

(A) = ℄ 15.00' WIDE STORM DRAIN EASEMENT

CURVE & COURSE DATA

(1)	N 62°12'25"E	76.50'
(2)	N 88°46'48"W	100.00'
(3)	N 62°47'08"W	48.00'
(4)	N 27°12'52"E	116.00'
(5)	Δ =90°00'00",	R=25.00', L=39.27', T=25.00'
(6)	N 62°47'08"W	18.18'
(7)	Δ =23°39'46",	R=123.59', L=51.04', T=25.89'
(8)	N 86°26'54"W	95.30'
(9)	Δ =58°39'19",	R=30.00', L=30.71', T=16.85'
(10)	N 27°47'35"W	242.41'
(11)	Δ =60°59'13",	R=225.00', L=239.50', T =132.50'
(12)	N 1°13'12"E	RAD. 30.00'
(13)	N 22°11'19"W	27.29'
(14)	N 17°12'25"E	51.44'
(15)	N 62°12'25"E	10.46'
(16)	N 62°12'25"E	280.00'
(17)	N 72°47'35"W	42.43'
(18)	N 27°47'35"W	116.78'
(19)	N 27°47'35"W	127.99'
(20)	N 72°47'35"W	20.00'
(21)	N 27°47'35"W	47.14'
(22)	N 17°12'25"E	42.43'
(23)	N 17°12'25"E	70.62'
(24)	N 62°12'25"E	116.00'
(25)	N 27°47'35"W	10.00'
(26)	N 62°12'25"E	280.00'
(27)	N 62°12'25"E	91.78'
(28)	N 17°12'25"E	93.95'
(29)	N 46°13'04"E	93.95'
(30)	N 1°13'04"E	14.61'
(31)	N 27°12'52"E	70.93'
(32)	N 62°47'08"W	80.59'

85-10-31 (10)

Map amended by affidavit certificate of correction recorded June 11, 1991 as instrument number 91-08116.

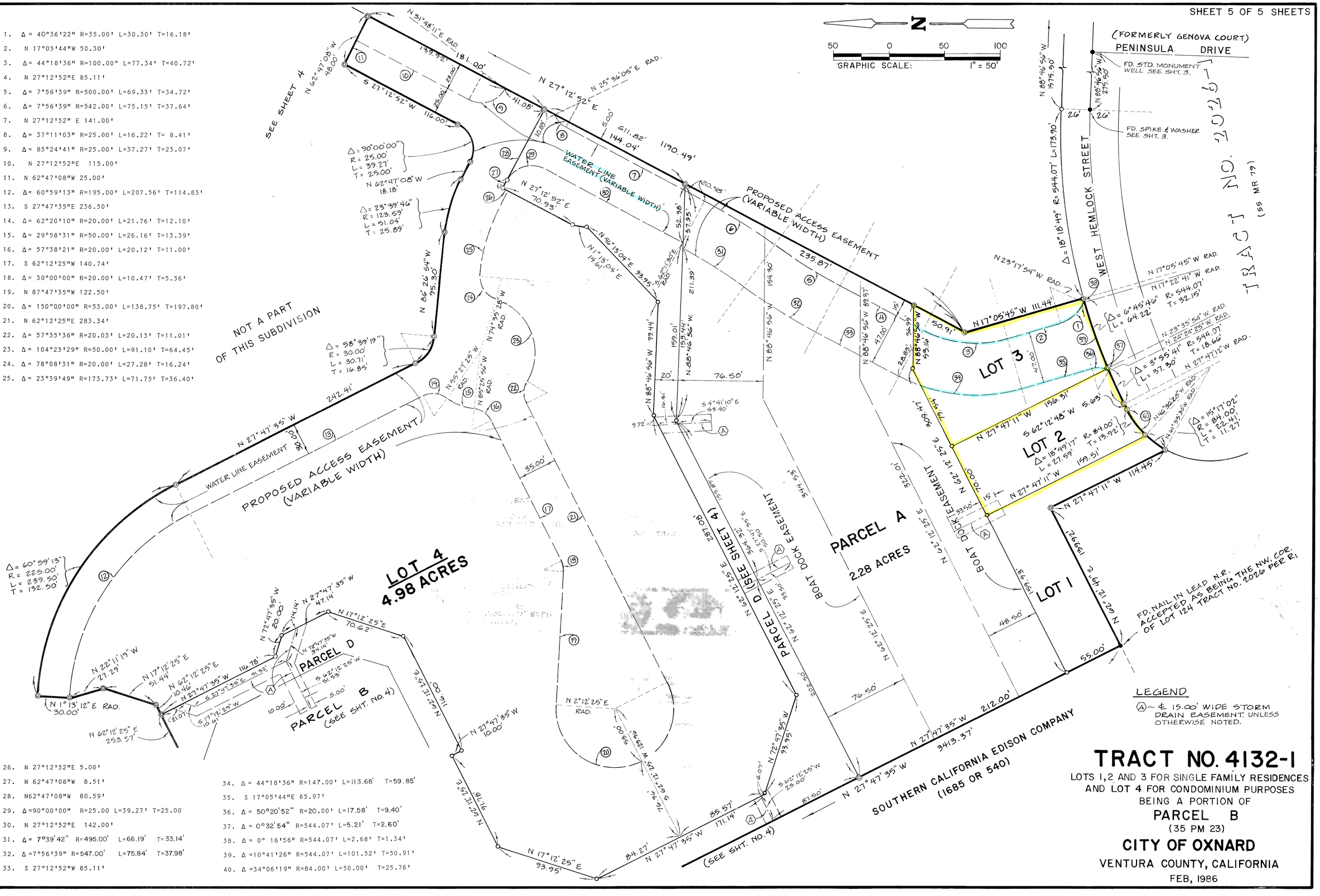
"MAP AMENDED BY AFFIDAVIT CERTIFICATE OF CORRECTION RECORDED AUGUST 29, 1991 AS INSTRUMENT NUMBER 91-128409."

108 MR 41

SHEET 5 OF 5 SHEETS

1. Δ = 40°36'22" R=35.00' L=30.30' T=16.18'
2. N 17°05'44"W 50.30'
3. Δ = 44°18'36" R=100.00° L=77.34' T=40.72'
4. N 27°12'52"E 85.11'
5. Δ = 7°56'39" R=500.00' L=69.33' T=34.72'
6. Δ = 7°56'39" R=542.00' L=75.15' T=37.64'
7. N 27°12'52" E 141.00'
8. Δ = 37°11'03" R=25.00' L=16.22' T= 8.41'
9. Δ = 85°24'41" R=25.00' L=37.27' T=23.07'
10. N 27°12'52"E 115.00'
11. N 62°47'08"W 25.00'
12. Δ = 60°59'13" R=195.00' L=207.56' T=114.83'
13. S 27°47'35"E 236.50'
14. Δ = 62°20'10" R=20.00' L=21.76' T=12.10'
15. Δ = 29°58'31" R=50.00' L=26.16' T=13.39'
16. Δ = 57°38'21" R=20.00' L=20.12' T=11.00'
17. S 62°12'25"W 140.74'
18. Δ = 30°00'00" R=20.00' L=10.47' T=5.36'
19. N 87°47'35"W 122.50'
20. Δ = 150°00'00" R=53.00' L=138.75' T=197.80'
21. N 62°12'25"E 283.34'
22. Δ = 57°35'36" R=20.03' L=20.13' T=11.01'
23. Δ = 104°23'29" R=50.00' L=91.10' T=64.45'
24. Δ = 78°08'31" R=20.00' L=27.28' T=16.24'
25. Δ = 23°39'49" R=173.73' L=71.75' T=36.40'

26. N 27°12'52"E 5.00'
27. N 62°47'08"W 8.51'
28. N62°47'08"W 80.59'
29. Δ=90°00'00" R=25.00 L=39.27' T=25.00
30. N 27°12'52"E 142.00'
31. Δ = 7°39'42" R=495.00' L=66.19' T=33.14'
32. Δ =7°56'39" R=547.00' L=75.84' T=37.98'
33. S 27°12'52"W 85.11'
34. Δ = 44°18'36" R=147.00' L=113.68' T=59.85'
35. S 17°05'44"E 65.97'
36. Δ = 50°20'52" R=20.00' L=17.58' T=9.40'
37. Δ = 0°32'54" R=544.07' L=5.21' T=2.60'
38. Δ = 0° 16'56" R=544.07' L=2.68' T=1.34'
39. Δ =10°41'26" R=544.07' L=101.52' T=50.91'
40. Δ =34°06'19" R=84.00' L=50.00' T=25.76'



LEGEND

Ⓐ ~ 6 15.00' WIDE STORM DRAIN EASEMENT UNLESS OTHERWISE NOTED.

TRACT NO. 4132-1

LOTS 1, 2 AND 3 FOR SINGLE FAMILY RESIDENCES AND LOT 4 FOR CONDOMINIUM PURPOSES BEING A PORTION OF

PARCEL B
(35 PM 23)

CITY OF OXNARD
VENTURA COUNTY, CALIFORNIA
FEB, 1986

COMMUNITY DEVELOPMENT DEPARTMENT
OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

NOTICE OF EXEMPTION

Project Description: PZ No. 23-660-01 (Waterline Easement Vacation) The project request is General Plan Conformity Determination in accordance with Government Code Section 65402 associated with the vacation of real property located at 4201 & 4211 Hemlock Street. The properties for the easement to be vacated consists of a 47' wide waterline easement that widens as it terminates at the front property line. The easement runs through the subject property from the rear property line through the middle of the property to the front property line, which prevents the approximately 0.31 acre vacant property (4201 West Hemlock Street) from being residentially developed. The subject site is located at 4201 & 4211 Hemlock Street (Assessor's Parcel Numbers 188-0-120-095, 188-0-120-100, and 188-0-120-110) within the Residential Existing (REX) and the zoning designation is Single Family Water Oriented (RW1). Filed by Marc & Chi Hermann, the property owners.

Finding: The Planning Division of the Community Development Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

☐ Ministerial Project

☐ Categorical Exemption

☒ Statutory Exemption

☐ Emergency Project

☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]

☒ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with the State CEQA Guidelines and Section Pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), the proposed General Plan Conformity Determination does not constitute a "project" for the purposes of CEQA because the determination will not result in direct or indirect physical changes in the environment and there is no possibility it will have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).). The proposed determination simply fulfills the City's obligation under Government Code Section 65402 to find disposal of any real property in conformance with the General Plan. Any subsequent improvement to the property will be separately examined in accordance with CEQA. Therefore, the Planning Commission has determined that there is no substantial evidence that the project will have a significant effect on the environment, the project is exempt from the provisions of CEQA, and there is no requirement to prepare an environmental document.

(Date)

Joe Pearson II
Planning and Environmental Services Manager

RESOLUTION NO. 2023-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DETERMINING THAT THE CITY OF OXNARD'S PROPOSED VACATION OF A WATERLINE EASEMENT LOCATED AT 4201 AND 4211 HEMLOCK STREET IS IN CONFORMANCE WITH THE CITY'S COASTAL LAND USE PLAN PURSUANT TO SECTION 65402 OF THE GOVERNMENT CODE. FILED BY MARC AND CHI HERMANN, 4201 HEMLOCK STREET, OXNARD, CA 93035.

WHEREAS, Marc and Chi Hermann (**"Applicant"**) submitted a request for the vacation of a waterline easement located at 4201 and 4211 Hemlock Street (the **"Property"**), as shown in Exhibit 1 of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of this easement; and

WHEREAS, the Coastal Land Use Plan is the coastal equivalent of the City's General Plan; and

WHEREAS, The Coastal Use Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard coastal zone and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan/Coastal Land Use Plan; and

WHEREAS, The subject property is designated Residential Existing (REX) by the City's 2030 General Plan/Coastal Land Use Plan and is zoned Single Family Water Oriented (R-W-1); and

WHEREAS, The proposed vacation of this easement would conform to the City's 2030 General Plan land use designation because it is a residentially zoned lot that will be used for a single family home, its intended use. The applicant is proposing to add a single family residence to the vacant property; and

WHEREAS, The vacation of this easement, as documented in the staff report, would be consistent with General Plan/Coastal Land Use Plan policies regarding the use of the sites and would not adversely impact General Plan/Coastal Land Use Plan policies related to the provision of adequate drainage; and

WHEREAS, The vacation of this easement and the ultimate use of the parcel for residential use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on April 20, 2023, the Planning Commission considered a proposed vacation of real property located at 4201 and 4211 Hemlock Street in light of the Oxnard 2030 General Plan/Coastal Land Use Plan and the requirements of Government Code section 65402.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Planning Commission, in accordance with Section 21065 of the California Environmental Quality Act (CEQA), finds that its determination of whether the City's proposed vacation of these easements is consistent with the Oxnard 2030 General Plan/Coastal Land Use Plan is not a "Project" for purposes of CEQA and State CEQA Guidelines since the determination does not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).

SECTION 2. Based on the findings set forth herein, and on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission hereby determines that the proposed City's vacation of the subject easements is in conformity with the Oxnard 2030 General Plan/Coastal Land Use Plan.

SECTION 3. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 20th day of April, 2023.

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 20th day of April, 2023, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, AICP, Secretary

EXHIBIT 1
Partial Quitclaim Vacation Map

EXHIBIT "A"

LEGAL DESCRIPTION

WATER LINE EASEMENT VACATION

THOSE PORTIONS OF LOTS 2 AND 3 OF TRACT NO. 4132-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 108, PAGES 37 THROUGH 41 INCLUSIVE OF MISCELLANEOUS RECORD (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

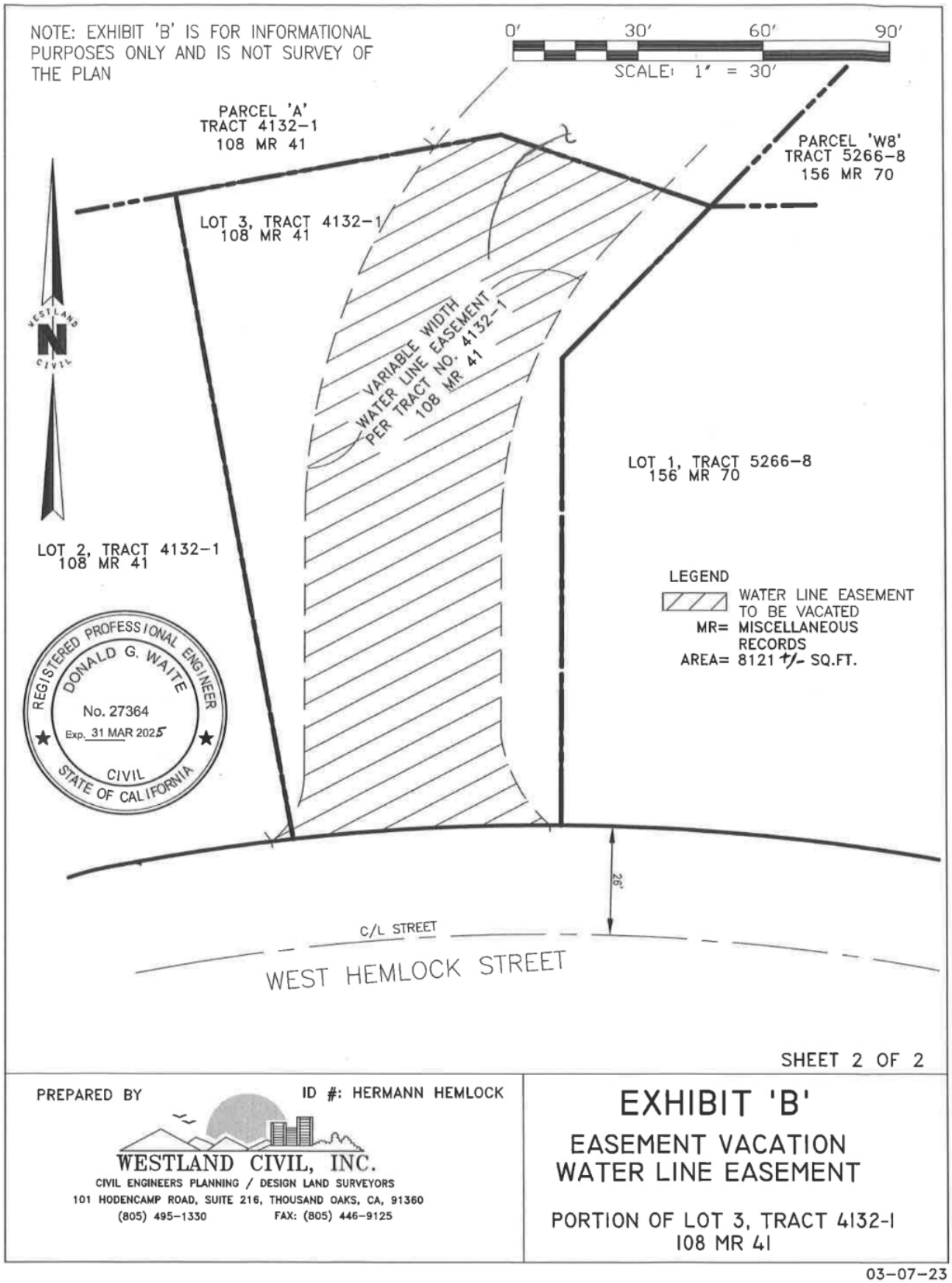
THAT PORTION OF THE "WATER LINE EASEMENT (VARIABLE WIDTH)" LYING SOUTHERLY OF THE NORTH LINE OF LOT 3 OF SAID TRACT, AND NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF WEST HEMLOCK SREET AS SHOWN ON SAID MAP.

CONTAINING AN AREA OF 8121 SQUARE FEET, MORE OR LESS.

Westland Civil, Inc.

By: Donald G. Waite, RCE 27364

Expires: March 31, 2025


NOTE: EXHIBIT 'B' IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT SURVEY OF THE PLAN
0' 30' 60' 90'
SCALE: 1" = 30'
PARCEL 'A'
TRACT 4132-1
108 MR 41
PARCEL 'W8'
TRACT 5266-8
156 MR 70
LOT 3, TRACT 4132-1
108 MR 41
VARIABLE WIDTH WATER LINE EASEMENT PER TRACT NO. 4132-1 108 MR 41
LOT 1, TRACT 5266-8
156 MR 70
LOT 2, TRACT 4132-1
108 MR 41
LEGEND
WATER LINE EASEMENT TO BE VACATED
MR= MISCELLANEOUS RECORDS
AREA= 8121 +/- SQ.FT.
REGISTERED PROFESSIONAL ENGINEER
DONALD G. WAITE
No. 27364
Exp. 31 MAR 2025
CIVIL
STATE OF CALIFORNIA
26'
C/L STREET
WEST HEMLOCK STREET
SHEET 2 OF 2
PREPARED BY
ID #: HERMANN HEMLOCK
WESTLAND CIVIL, INC.
CIVIL ENGINEERS PLANNING / DESIGN LAND SURVEYORS
101 HODENCAMP ROAD, SUITE 216, THOUSAND OAKS, CA, 91360
(805) 495-1330 FAX: (805) 446-9125
EXHIBIT 'B'
EASEMENT VACATION
WATER LINE EASEMENT
PORTION OF LOT 3, TRACT 4132-1
108 MR 41
03-07-23

RECORDING REQUESTED BY:
City of Oxnard
Request recording without fee. Record for the benefit of the City of Oxnard pursuant to section 6103 of the Government Code.

RECORDED RETURN TO:
Oxnard City Clerk's Office
300 West Third Street, 4th Floor
Oxnard, California 93030

Space above this line for Recorder's use

QUITCLAIM DEED

APN: 188-0-120-100, 188-0-120-110, 188-0-120-095

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City of Oxnard, a municipal Corporation of the State of California ("Grantor"), hereby **REMISES, RELEASES AND FOREVER QUITCLAIMS** to **Marc. E. Hermann and Chi P. Hermann,** Trustees of the Hermann Trust dated March 25, 2004 **("Grantee")**, all of its right, title and interest in and to that certain **Water Line Easement** over the portion of **Lots 2 and 3** of **Tract No. 4132-1** in the City of Oxnard, County of Ventura, State of California, recorded on November 8, 1986, in Book 108, Pages 37 through 41 inclusive of Miscellaneous Records (Maps), and as described in Exhibits "A" and "B", which are attached hereto and incorporated herein by this reference.

Dated: _____ ___, 2023

ATTEST:

By: _____
Rose Chaparro
City Clerk

City of Oxnard, a municipal Corporation of the State of California

By: _____
John C. Zaragoza
Mayor

APPROVED AS TO FORM:

By: _____
Stephen Fischer, Esq.
City Attorney

NOTARIZATION REQUIRED

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On _____, before me, _____,
Notary Public, personally appeared _____
_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

WATER LINE EASEMENT VACATION

THOSE PORTIONS OF LOTS 2 AND 3 OF TRACT NO. 4132-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 108, PAGES 37 THROUGH 41 INCLUSIVE OF MISCELLANEOUS RECORD (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

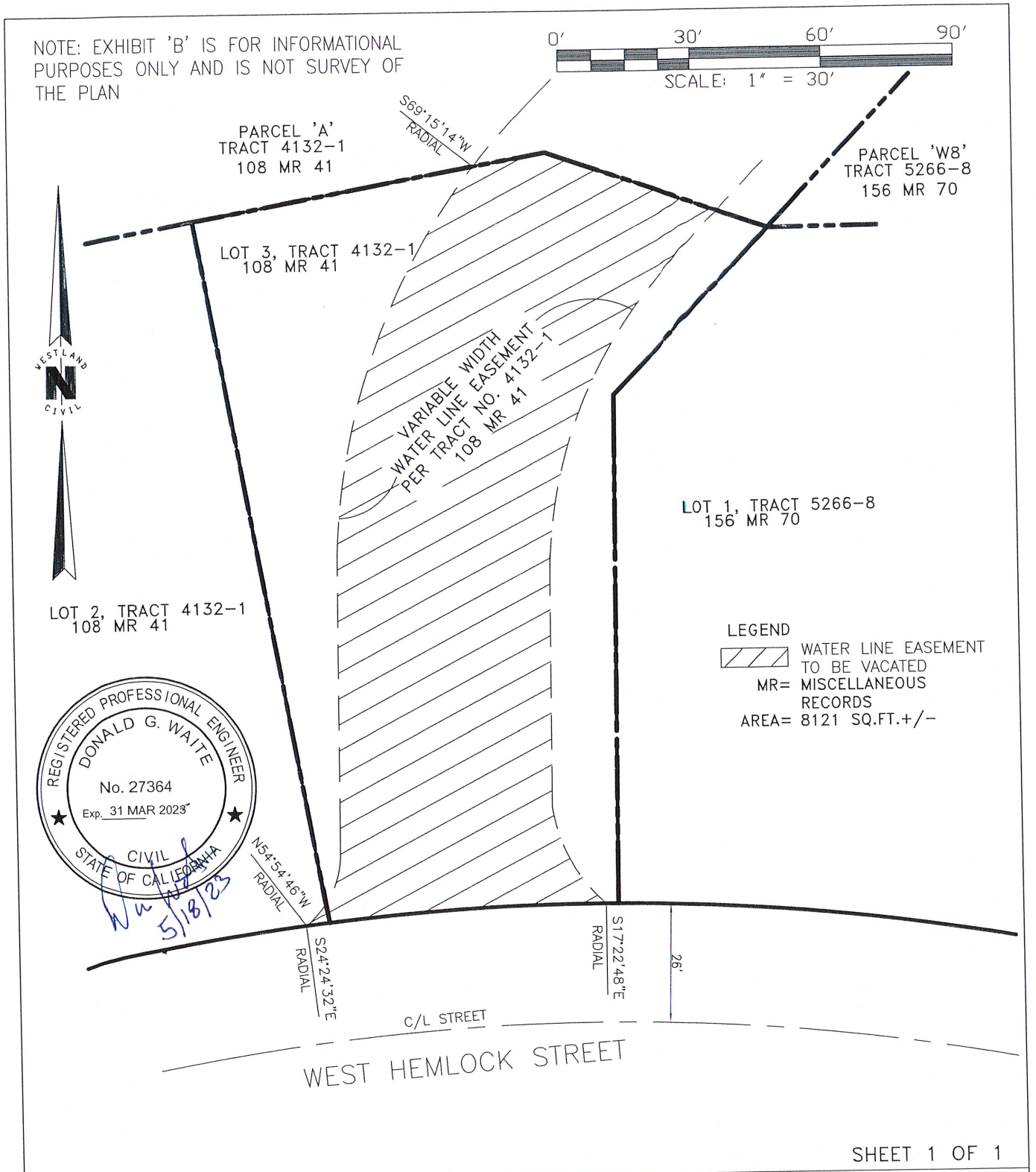
THAT PORTION OF THE "WATER LINE EASEMENT (VARIABLE WIDTH)" LYING SOUTHERLY OF THE NORTH LINE OF LOT 3 OF SAID TRACT, AND NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF WEST HEMLOCK STREET AS SHOWN ON SAID MAP.

CONTAINING AN AREA OF 8121 SQUARE FEET, MORE OR LESS.

BY: _____ DATE: 5/18/23

DONALD G. WAITE
WESTLAND CIVIL INC.

Hermann-Hemlock
5/15/2023



SHEET 1 OF 1

PREPARED BY

ID #: HERMANN HEMLOCK

WESTLAND CIVIL, INC.
CIVIL ENGINEERS PLANNING / DESIGN LAND SURVEYORS
101 HODENCAMP ROAD, SUITE 216, THOUSAND OAKS, CA, 91360
(805) 495-1330 FAX: (805) 446-9125

EXHIBIT 'B'

EASEMENT VACATION
WATER LINE EASEMENT

PORTION OF LOTS 2&3, TRACT 4132-1
108 MR 41

5-12-23

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD PARTIALLY VACATING A PUBLIC WATERLINE EASEMENT LOCATED ON THE PROPERTIES 4201 AND 4211 WEST HEMLOCK STREET (APNS 188-0-120-100, 188-0-120-110, AND 188-0-120-095). FILED BY MARC AND CHI HERMANN, 707 VIA ZAMORA, CAMARILLO, CA 93010.

WHEREAS, the City of Oxnard accepted an easement for public waterline purposes via Tract Map 4132-1, recorded in the Official Records of Ventura County, California on November 8, 1986, as Instrument No. 86-157695; and

WHEREAS, the City of Oxnard has approved Tract Map 5266, which has resulted in revisions to the public utilities; and

WHEREAS, Marc E. Hermann and Chi P. Hermann ("Applicant") are the property owners and submitted a request to partially vacate the portion of the public waterline easement on the properties at 4201 and 4211 West Hemlock Street, APNs 188-0-120-100, 188-0-120-110, and 188-0-120-095 (the "Property"); and

WHEREAS, the portion of the public waterline easement on the properties at 4201 and 4211 West Hemlock Street have been determined to be in excess and no longer needed; and

WHEREAS, this portion of the public waterline easement is currently unnecessary for present or prospective use; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Residential Existing (REX) by the City's 2030 General Plan and is zoned Single Family Water Oriented (R-W-1); and

WHEREAS, The proposed vacation, and the ultimate use of the parcel for residential use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, the City of Oxnard Planning Commission reviewed the partial vacation request at its regular meeting of April 20, 2023 in accordance with Government Code section 65402 and determined that the partial vacation is consistent with the goals and policies of the City's adopted

General Plan and recommended that the City Council consider and approve the partial easement vacation request; and

WHEREAS, the proposed partial vacation bestows a public benefit by relieving the City of future liability associated with ownership of that portion of the public waterline easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council, pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), finds that it can be seen with certainty that there is no possibility that the proposed vacation of the portion of the public waterline easement on the properties at 4201 and 4211 West Hemlock Street would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3).

SECTION 2. That the portion of the public waterline easement on the properties at 4201 and 4211 West Hemlock Street are unnecessary for present or prospective use and there are no other public facilities located within.

SECTION 3. That partial vacation of the public waterline easement is made under Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code and Section 8333(c) thereof.

SECTION 4. That the City Council of the City of Oxnard does hereby vacate the portion of the public waterline easement on the properties at 4201 and 4211 West Hemlock Street.

SECTION 5. The City Clerk is instructed to cause a certified copy of this resolution, attested by the City Clerk under the seal of the City, to be recorded in the office of the Ventura County Recorder.

SECTION 6. From and after the date that this resolution is recorded with the Ventura County Recorder, the portion of the public waterline easement, on the properties at 4201 and 4211 West Hemlock Street, shall no longer constitute a public waterline easement.

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PASSED AND ADOPTED THIS _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

_____
John Zaragoza, Mayor

ATTEST: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: June 29, 2023

TO: City Council

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

SUBJECT: Deferred Development Impact Fee Agreement for Cypress Place at Garden City Project, Phase I.

RECOMMENDATION

That the Oxnard City Council approve and authorize the Mayor to execute an agreement with Cypress Place at Garden City, L.P. deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of $880,466.10 for the Cypress Place at Garden City, Phase I, Project (PZ 20-200-14 & 20-535-02).

BACKGROUND

On February 3, 2021 pursuant to Oxnard City Code (OCC) Section 16-148, the Community Development Director approved a request for a Development Design Review Permit (DDRP) to authorize the construction of 228,054 square-foot, six (6) three-story residential building, all affordable apartment complex with 150 unit residential units and associated improvement, 252 parking spaces, a 7,967 square-foot common learning-community room, a 5,963 square-foot open play area, a 1,643 square-foot playground, 1,849 seating/BBQ common use area, a 1,530 square-foot dog park, a 2,325 community garden, and pedestrian connection and access to Garden Acres Park on a 5.22-acre project site, located at 5536 & 5482 Cypress Road (APNs: 223-0-041-020 & 223-0-090-015). The construction of the Project is composed of two phases (Phase I and II). The proposed deferral of the fees as presented is for Phase I, which includes the construction of three of 3-story residential apartments, the common learning-community room and 11,757 square feet of common open spaces.

On February 18, 2021 the Planning Commission approved a Density Bonus Permit to allow for two concessions for the Project. All appeals have ended for the development project and plans have been submitted for building plan check. The application also included the submission of a Senate Bill 330 Preliminary Application on June 29, 2020. Pursuant to SB 330, a housing development project shall "only be subject to the ordinances, policies, and standards adopted and in effect when a preliminary application is submitted". Ordinances, policies, and standards, include a general plan, community plan, specific plan, zoning, design review standards and criteria, subdivision standards and criteria, and any other rules, regulations, requirements, and policies of a local agency, as defined in Section 66000, including those relating to development impact fees, capacity or connection fees or charges, permit or processing fees, and other exactions.

DISCUSSION

Because the Cypress Place at Garden City project is an affordable housing project, the developer has the right to request that the City defer payment of specific fees and charges for the project until the date of the final inspection, or until the date the certificate of occupancy is issued for each building (whatever occurs first). State law mandates that the City defer these fees and charges upon request (Government Code Section 66007). The statute, however, authorizes the City to require that the developer enters into a binding agreement that will be recorded against the property to help secure payment of the fees and charges. In addition, the City can require that the developer post a letter of credit or performance bond as additional security that the developer will pay the fees and charges.

The City has prepared an Agreement Affecting Real Property/Deferral of Impact Fees (Attachment 1) to facilitate the deferral of the development impact fees in the amount of $880,466.10. The agreement will secure the developer's obligation to pay the deferred City fees and charges and will be executed prior to the issuance of Building Permits. City staff is requesting that the Mayor be given authority to execute the agreement on behalf of the City.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

Development Impact Fees are received into the General Fund, and the proposed Fiscal Year 2023-24 budget does not include estimated revenues for this specific item. There is unlikely to be any financial impact for this action as the fees due for the development will be paid by the developer prior to occupancy of the residential units that may not be completed within FY2023-24.

COMMITTEE OUTCOME

This item did not originate in Committee as the DDRP for the all affordable project was originally approved by the Community Development Director on February 3, 2021 and a Density Bonus Permit was subsequently approved at a public hearing by the Planning Commission on February 18, 2021. Also, pursuant to Government Code Section 66007, the City must allow for the deferral of these fees and charges upon request.

Prepared by: Juan Carlos Torres, Associate Planner

ATTACHMENTS

1. Agreement Affecting Real Property - Deferral of Impact Fees

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of Oxnard
City Clerk's Office
300 West Third Street
Oxnard, California 93030

No Recording Fee Required in Accordance with Government Code Section 6103

(Space Above for Recorder's Use Only)

AGREEMENT AFFECTING REAL PROPERTY
DEFERRAL OF IMPACT FEES

This AGREEMENT AFFECTING REAL PROPERTY DEFERRAL OF IMPACT FEES is made and entered into this _____ day of _____, 2023, by and between Cypress Place at Garden City, L.P., a California limited partnership ("Owner"), and the City of Oxnard, a California Municipal Corporation ("City").

WHEREAS, Owner is the owner of that certain property located in the City of Oxnard, County of Ventura, State of California that is more fully described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Owner has received approval to develop the Property pursuant to Planning and Zoning Permit Nos. 20-200-14 (Downtown Design Review Permit) and 20-535-02 (Density Bonus Permit) (hereinafter, the "Project"); and

WHEREAS, Owner has requested that the City defer specific impact fees associated with the Project, as specified in Exhibit B, which is attached hereto and incorporated herein by the reference (hereinafter, the "Fees"); and

WHEREAS, pursuant to Government Code Section 66007, subd. (a), the City shall not require the payment of the Fee until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first; and

WHEREAS, pursuant to Government Code Section 66007, subd. (c), if the Fees are not fully paid prior to issuance of a building permit for construction of any portion of the Project, the City may require the Owner to execute a contract to secure payment of the Fees;

WHEREAS, pursuant to Government Code Section 66007, subd. (b)(2)(A), if the Fees are not fully paid prior to issuance of a building permit for construction of any portion of the Project, the City also may require that the Owner post a performance bond or a letter of credit from a federally insured, recognized depository institution to guarantee payment of the Fees.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. The Recitals above are true and correct and constitute an enforceable provision of this Agreement.
2. Owner acknowledges that it owes the City the sum of Eight Hundred Eighty Thousand Four Hundred Sixty-Six Dollars and Ten Cents ($880,466.10) for the Fees identified in Exhibit B. To secure the payment of said Fees, Owner hereby grants a lien to City in the Property.
3. In addition, prior to the issuance of any building permit for the Project, Owner shall post a letter of credit from a federally insured, recognized depository institution to guarantee payment of the Fees. At its sole discretion, City may authorize as an alternative to the letter of credit a performance bond issued by a California admitted surety.
4. Owner agrees to pay all the applicable deferred Fees identified in Exhibit B to the City for each building that constitutes part of the Project on or before the date of final inspection or the date a Certificate of Occupancy is issued for that particular building that constitutes part of the Project, whichever occurs first. Deferred utility fees not associated with any specific building on the Property (such as irrigation water meters) shall be paid prior to the activation of the utility service by the City.
5. Owner acknowledges and agrees that if the fees owed to the City pursuant to this Agreement are not paid when due, then the City is authorized to foreclose on its lien against the property, call the performance bond or letter of credit and/or seek all available remedies in equity or at law. ln addition, if the water and/or sewer fees payable pursuant to the terms of this Agreement are not paid when due, the Owner acknowledges and agrees that the City is authorized to disconnect water and sewer services to the specific buildings on the property identified in Exhibit B for which water and/or sewer fees have not been timely paid.
6. Owner further agrees to comply with all requirements and provisions of the Oxnard City Code.

7. If Owner fails to pay the deferred Fees when due, Owner agrees that the final inspection or issuance of the Certificate of Occupancy shall be null and void and shall have no legal force or effect.
8. This Agreement shall be governed by and construed and enforced under the Constitution and laws of the State of California. Venue for any legal actions involving this Agreement shall solely rest with the Superior Court in the County of Ventura.
9. The waiver by any party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. Waiver shall not be deemed effective until and unless signed by the waiving party.
10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
11. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
12. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full] force and effect and shall in no way be affected, impaired, or invalidated.
13. This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.
14. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
15. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date:_____ By:_____
John C. Zaragoza,
Mayor

ATTEST:

By:_____
Rose Chaparro,
City Clerk

APPROVED AS TO FORM:

By:_____
Stephen M. Fischer,
City Attorney

[Signatures continue on next page]

OWNER:

Cypress Place at Garden City, L.P.,
a California Limited Partnership

By: Cypress Place at Garden City LLC,
a California Limited Liability Company,
its General Partner

By: Peoples' Self-Help Housing Corporation,
a California Nonprofit Public Benefit Corporation,
its sole member and manager

By:_____
Kenneth Trigueiro,
Chief Executive Office and President

Exhibit A
Legal Descriptions

Those portions of Lot 12 and Lot 13, as said Lots are designated upon that certain map entitled, "Map of Garden City Acres being the Subdivision of Lot A and a portion of Lots C and D of Subdivision 83, Rancho El Rio De Santa Clara O' La Colonia, Ventura County, Cal.", in the County of Ventura, State of California, recorded in the Office of the County Recorder of said Ventura County in Book 11, Page 104 and 105 of Miscellaneous Records (Maps), described as follows:

Those portions of Parcel A and Parcel B as described in the grant deed recorded October 15, 2020 as Instrument No. 20201015-00170280 of Official Records of said County, lying southerly and easterly of the following described line:

Commencing at the northwest corner of said Lot 12, thence southerly along the westerly line of said Lot 12, South 0°02' East 98.00 feet to the Point of Beginning; thence, leaving said westerly line,

1st - North 89°59'58" East 87.51 feet; thence,

2nd - South 0°00'02" East 74.18 feet; thence,

3rd - North 89°59'58" East 154.30 feet; thence,

4th - North 48°57'44" East 37.15 feet; thence,

5th - North 0°00'02" West 93.80 feet; thence,

6th - North 89°59'58" East 120.90 feet; thence,

7th - North 48°57'44" East 144.60 feet; thence,

8th - North 0°01'00" West 99.38 feet to the northerly line of said Parcel B

Containing a net area of 3.23 acres, more or less.

Exhibit B

PLAN CHECK 22-2335, CYPRESS PLACE @ GARDEN CITY-90 AFFORDABLE APTS

PRE-APLICATION (SB 330) VALUATION $12,998,444.00
FEES BASED ON JUNE 29, 2020

PHASE	ADDRESS	UNITS	TOTAL SQ.FT.	A1 SQ. FT.	A2-SQ. FT.	A3-SQ.FT.
1	5536 CYPRESS ROAD	90	100,065	34,047	37,215	37,215

ENERGY INSPECTION	$5,030.30
ENERGY P/C	$4,275.76
BLDG PC FEE	$34,986.20
BLDG PERMIT FEE	$15,516.03
STORM DRAIN FEE @ $14,637 X 5.22	$51,229.50
TRAFFIC @ $4745.00 X 90	$427,050.00
GROWTH @ $1.16 SF X 100,065 SF	$116.075.40
ACCESS PC REVIEW	$3,103.21
PARK TAX	
1 BEDROOM @ $150.00 X 15	$2,250.00
2 BEDROOMS @ $200.00 X 48	$9,600.00
3 BEDROOMS @ $250.00 X 27	$6,750.00
INSTALL 6" FIRE LINE	
INTALL 4" DOMESTIC WATER METER	$0.00
WATER CAPITOL FAC.	$5,799.00
WATER RESOURCE	$47,458.00
SEWER CONN WWTP RESIDENTIAL	
90 UNITS X $7,762.18	$248,596.20
DS SEWER CONNECT CONV.	
4" @ $24,786.00 X 1	$24,786.00
PL PUBLIC ART FEE @ 100,065 SF X .20	$20,013.00

DEFERRED FEES FOR PERMIT 22-2335

DS WATER CAPITOL	$5,799.00
DS WATER RESOURCE	$47,458.00
DS SEWER CONN WWTP RESID	$248,596.20
DS SEWER CONNECT CONV.	$24,786.00
DS TRAFFIC IMPACT FEE	$427,050.00
DS STORM DRAIN	$51,229.50
PL PUBLIC ART FEE	$20,013.00
TOTAL AMOUNT OF DEFERRED PAYMENTS:	**$ 824,931.70**

PLAN CHECK 22-2337, BUILDING C FOR THE RECREATION BUILDING WITH LEARNING CENTER AND LAUNDRY AREA

PRE-APLICATION (SB 330) VALUATION $1,971.699.00
FEES BASED ON JUNE 29, 2020

PHASE	ADDRESS	TOTAL SQ.FT.
1	5482 CYPRESS ROAD	8,607

ENERGY INSPECTION	$432.67
ENERGY P/C	$367.77
BLDG PC FEE	$7,335.99
BLDG PERMIT FEE	$8,630.58
STORM DRAIN FEE @ $14,637 X 5.22	PAID UNDER 22-2335
TRAFFIC @ $4745.00 X 90	PAID UNDER 22-2335
GROWTH @ $1.16 SF X 100,065 SF	$5,164.20
ACCESS PC REVIEW	$1,726.12
INSTALL 6" FIRE LINE	$0.00
INSTALL 2" DOMESTIC WATER METER	$2,500.00
INSTALL 1" IRRIGATION WATER METER	$1,700.00
WATER CAPITOL FAC. FOR 2"	$1,706.00
WATER CAPITOL FAC. FOR 1" IRRIGATION	$682.00
WATER RESOURCE FOR 2" WATER METER	$13,958.00
WAER RESOURCE FOR 1" IRRIGATION	$5,583.00
SEWER CONN WWTP NON-F	
FOR 2" SERVICE	$20,394.00
DS SEWER CONNECT CONV.	
FOR 2" SERVICE	$7,290.00
PL PUBLIC ART FEE @ 8607 SF X .20	$1,721.40

DEFERRED FEES FOR PERMIT 22-2337

DS WATER CAPITOL	$2,388.00
DS WATER RESOURCE	$19,541.00
DS WATER METER/SER/BOX	$4,200.00
DS SEWER CONNECT WWTP NON	$20,394.00
DS SWER CONNECT CONV	$7,290.00
PL PUBLIC ART FEE	$1,721.40
TOTAL AMOUNT OF DEFERRED PAYMENTS:	**$ 55,534.40**

DEFERRED FEES GRAND TOTAL FOR PERMIT 22-2335 & 22-2337 $880,466.10

7

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1

DATE: June 29, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Fiscal Year 2023-24 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2023-24 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2023-24; and

2. Authorize staff to fund Project Assist in Fiscal Year 2023-24 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

(Public Works and Transportation Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0voECYk1lpQ

BACKGROUND

Project Assist is the City of Oxnard's utility rate assistance program for eligible solid waste, water and wastewater residential utility customers. This program was initially approved by City Council in May 2017 and has continued to be renewed by City Council annually. For Year 6, Fiscal Year 2022-23, the Project Assist budget was $145,000 and the financial relief per customer was $15.00, allowing for a total of 805 applicants.

COVID impacts reduced the amount of revenue collected in penalties in FY 2020-21 and FY 2021-22. As such, in the prior two years staff has not recommended a change in the program. With the re-establishment of assessing late penalties on applicable accounts post-pandemic, there is an opportunity to expand the program assuming a reasonable collection of late penalties occurs in FY 2023-24.

It should be noted that in both the Water Cost of Service study and the Wastewater Cost of Service study a portion of the late fees (approximately $610,000 total) is considered in the rate setting. As such, $610,000 of penalty revenue is used each year by these two utilities to fund operations.

Upon initial approval of Project Assist in 2017, Council requested staff to return annually with an update on the program. Program outreach in English and Spanish has relied on a multi-faceted social media approach including utility bill inserts, City website posting, press releases and word-of-mouth. Project Assist participant demographics are diverse and range from age 18 to 101. If customers participate in the program one year and remain eligible for the next year, they are still required to submit an application. This is to ensure that participants remain eligible each program year.

The following are some statistics related to applications for Fiscal Year 2022-23 (Year 6):

- Project Assist has accepted and enrolled 784 Oxnard residents during the first 10 months from July 2022 through May 18, 2023
- New applicants account for 20% while returning enrollees account for 80%

DISCUSSION

For Year 7, Fiscal Year 2023-24, staff is requesting to direct $241,500 from late penalty revenues to fund the Project Assist Program. A $241,500 budget allocation for Year 7 would continue to allow for approximately 805 eligible residential utility customers to participate in the program for Fiscal Year 2023-24, but increase the monthly credit from $15 to $25.

Table 1 reflects the annual funding and participation rates for Project Assist. Below is a history of eligible participants, funds expended for Project Assist, and the penalty amount collected since the inception of Project Assist.

Table 1.

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid-No late fees collected
FY 22-23	784*	$15	805	$111,165*	$145,000	$1.16M/yr estimated

*Actual utility rate assistance through May 17, 2023
** Reflects actual expenditures from the General Ledger, based upon participant's effective start date

Alternatively, should the Council decide to expand the number of applicants to over 805, either a smaller monthly credit (less than the proposed $25/month) would be needed or an increase in the proposed annual budget would be needed. Staff does not think expanding the number of applicants is necessary since in the past years of this program, there have not been any applicants placed on a waiting list due to the limits of the funding.

Given the unpredictable amount of penalties collected since this is driven by customer behavior, staff does not recommend going beyond a $25/month credit. This will ensure sufficient funds accounted for in the Water and Wastewater costs of service analysis (i.e. approximately $610,000 per year) remains available in FY 2023-24. Assuming that late penalties are collected in roughly the same amount as the current pace, there will be sufficient penalty revenue to fund programs such as Project Assist in FY 2023-24. Late charges incurred by utility customers for failure to timely pay their utility bills are not governed by article XIII D of the California Constitution, because they are not considered as an incident of property ownership for purposes of Proposition 218. Late charges are imposed to regulate conduct, by encouraging prompt payment of utility bills. These are not considered a property based fee or charge to be used for the cost of providing utility service. Accordingly, the late charges collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use the late charges to fund the Project Assist Program.

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. Project Assist requirements mirror the CARE income guidelines shown in Table 2 which are effective from June 1, 2022 to May 31, 2023:

Table 2.

Household Size	Income Eligibility Upper Limit
1-2	$36,620
3	$46,060
4	$55,500
5	$64,940
6	$74,380
7	$83,820
8	$93,260
Each Additional Person	$9,440

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Since its inception, the availability of the program is capped by the total amount of funding approved by City Council each year. Applicants are screened annually on a first-come, first-served basis. Customers can file applications in English or Spanish via email, in person or through the U.S. Mail any time throughout the program year. Year 7 of Project Assist will be implemented July 1, 2023.

The following information is provided as context related to other agencies' similar rate-assist programs and recent active and completed State/Federal funded programs for utility customers as one-time recovery programs related to the pandemic.

OTHER MUNICIPAL UTILITY RATEPAYERS ASSISTANCE PROGRAMS

Staff tracked one other jurisdiction in California that is currently using penalty revenues to fund a utility ratepayers assistance program. The City of Ventura directs $50,000 annually from penalties to fund a residential Water Customer Assistance Program. The Ventura program currently has a cap of 600 customers per year. After eligibility is determined, the discount is dependent on the size of the meter at the property. Discounts are 50% of the cost shown on the water bill as a service charge up to approximately $100 annually.

The cities of Port Hueneme, Camarillo, Davis, and Tracy have utility ratepayers assistance programs but are not funded by late payment penalties. The City of Port Hueneme funds their utility rate assistance program from an interest rate revenue fund. The City of Camarillo funds their utility ratepayers assistance program from a voter approved special assessment fund. The City of Davis funds their utility ratepayers assistance program from a roundup amount donation option from a utility bill fund. The City of Tracy funds their utility ratepayers assistance program from their general fund.

FEDERAL AND STATE PROGRAMS

California has prioritized funding to support the immediate financial needs of low-income individuals and families through utility assistance payments. The Low Income Home Energy Assistance Program (LIHEAP) utility assistance provides one-time payments to households struggling to pay their bills. Governor Gavin Newsom signed Executive Order 75-20 on August 24, 2020 to provide additional flexibility to the California Department of Community Services & Development (CSD) to ensure that CARES Act funds for LIHEAP are maximized to benefit Californians in need.

In addition to LIHEAP, the California Low Income Household Water Assistance Program (LIHWAP) is also available for low income Oxnard residents who are struggling financially to apply for financial assistance to pay for water and wastewater bills (https://www.csd.ca.gov/lihwap). LIHWAP will offer a one-time payment to help customers with their past due water or wastewater bills, up to a maximum of $2,000 per account. This program will help pay overdue bills which accrue during any time frame; in other words, there are no date restrictions on the bill relief period. Assistance with LIHWAP residents can contact Community Action Ventura County at 805-436-4000,

The following resources provide further, detailed information on the state and federal programs described herein; visit www.csd.ca.gov or call 1-866-675-6623.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program (Project Assist) for Year 7 in Fiscal Year 2023-24 is $241,500 from late penalty revenues. While no late penalties were assessed to customers during the pandemic, there are sufficient funds from prior year penalties collected to fund Year 7 of Project Assist.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 13, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Project Assist Resolution FY 2023-24 (2)
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A RATEPAYERS ASSISTANCE PROGRAM FOR FISCAL YEAR 2023-24

WHEREAS, the City of Oxnard provides water, wastewater, and solid waste services to residents and businesses within the community; and

WHEREAS, clean water and good sanitation are essential to public health and safety and improve the quality of life of residents; and

WHEREAS, the City desires to assist eligible low-income utility customers with financial assistance to help pay their monthly utility bills; and

WHEREAS, ratepayers must meet the certain eligibility criteria to receive the financial assistance from the City; and

WHEREAS, the City may fund a ratepayers assistance program using late fee payments; and

WHEREAS, the City Council adopted a ratepayers assistance program in 2017 and now desires to extend this assistance available to eligible ratepayers for Fiscal Year 2023-24.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The foregoing recitals are true and correct.

2. Adoption of Program. The Ratepayers Assistance Program (Program) that is further explained in Exhibit A, which is attached hereto and incorporated herein by this reference, is hereby adopted. The City Manager is authorized to take all administrative actions necessary to implement the Program and to make non-substantive modifications that may be necessary for the Program's operation.

3. If any section, sentence, clause or phrase of this Resolution or exhibit thereto is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have adopted the Resolution, and each exhibit, section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

/ / /

/ / /

/ / /

4. Resolution No. 15,578, which adopted the Program for Fiscal Year 2022-23, is hereby repealed as of July 1, 2023.

PASSED AND ADOPTED this __ day of JUNE 2023, 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

EXHIBIT A

Ratepayers Assistance Program (Program)

1. Program Description. The City shall provide the Ratepayers Assistance Program (Program) to eligible ratepayers in the form of financial assistance to be applied directly to the ratepayers' monthly bill.

The proposed financial assistance amount is subject only to the restrictions of adequate Program funding.

Funding. Approve a Rates Assistance Program for Utility Bills to assist Oxnard residents and authorize staff to grant financial relief equal to $25.00 of the monthly City of Oxnard utility bill charge for customers meeting the eligibility requirements described herein effective July 1, 2023; Authorize staff to direct $241,500 annually from penalty fees to fund the Utility Rate Assistance Program for Utility Bills Fiscal Year 2023-24 (July 1, 2023 – June 30, 2024) to assist 805 residential customers.

2. Notices. Community outreach efforts will be used to notify the public about the Program and the positive impact it will have on the community by helping to ensure the eligible ratepayers have access to this vital resource.

3. Application. Eligible ratepayers wishing to participate in the Program must complete a written application and declaration of eligibility. Based on this application, City staff will determine whether the ratepayer is eligible to participate in the Program.

4. Eligibility. Funds shall only be applied to utility accounts with the City on behalf of ratepayers who meet all the following criteria.

5. Each household or single ratepayer may be eligible for financial assistance equal to $25.00 of the monthly utility charge for customers who qualify for financial assistance.

Eligibility Requirements

Conditions for Participation: Eligibility in the CARE (California Alternate Rates for Energy) Program with Southern California Edison or Southern California Gas

- The utility bill must be in the name of the ratepayer and the address of the ratepayer must be the primary address.
- The customer cannot be claimed as a dependent on another person’s income tax return other than a spouse.
- A customer must recertify an application when requested.

- A customer must notify the City of Oxnard within 30 days if no longer qualifies for assistance.
- A customer may be asked to verify eligibility for CARE, the ratepayers' assistance program.
- Most recent City of Oxnard utility bill.
- Most recent Southern California Gas Company bill or Southern California Edison bill showing CARE eligibility.
- Project Assist application form
- Only one discount shall be applied per household.
- First-come, first-served. The City will apply existing funding for this Program on a first-come, first-served basis. The City cannot guarantee that at any time there will be adequate funds for all eligible applicants.
- Annual Review. The Program and all applications shall be reviewed on an annual basis for continued funding resources and each ratepayer's eligibility standards.

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or The Gas Company's California Alternate Rates for Energy (CARE) programs. Project Assist requirements mirror the CARE income guidelines shown in the below table which are effective from June 1, 2022 to May 31, 2023:

Household Size	**Income Eligibility Upper Limit**
1-2	$36,620
3	$46,060
4	$55,500
5	$64,940
6	$74,380
7	$83,820
8	$93,260
Each Additional Person	$9,440

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Utility Rates Assistance Program (Project Assist) Update

Finance and Governance Committee
June 13, 2023

City Council
June 29, 2023

Brian Yanez, Assistant Public Works Director
Public Works Department

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2023-24 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2023-24; and

2. Authorize staff to fund Project Assist in Fiscal Year 2023-24 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

RECOMMENDATION

That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2023-24 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2023-24; and

2. Authorize staff to fund Project Assist in Fiscal Year 2023-24 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

PROJECT ASSIST

- The program is for eligible solid waste, water and wastewater residential utility customers
- Initially approved by City Council in May 2017 and renewed annually by City Council
- For Year 6, Fiscal Year 2022-23, the Project Assist budget was $145,000 and the financial relief per customer was $15.00, allowing for a total of 805 applicants
- Project Assist has accepted and enrolled 784 Oxnard residents during the first 10 months from July 2022 through May 18, 2023

DISCUSSION

- For Year 7, Fiscal Year 2023-24, staff is requesting:
  - Increase the monthly credit amount from $15.00 to $25.00
  - Utilize $241,500 from late penalty revenues
  - Continue to allow for 805 eligible residential utility customers to participate
- Year 7 of this program will be implemented July 1, 2023 if approved by Council

DISCUSSION

- Staff does not think expanding the number of applicants is necessary since in the past years of this program, there have not been any applicants placed on a waiting list due to the limits of the funding
- Given the unpredictable amount of penalties collected since this is driven by customer behavior, staff does not recommend going beyond a $25/month credit
- Staff has confirmed there's sufficient funds accounted for in the Water and Wastewater costs of service analysis (i.e. approximately $610,000 per year) remains available in FY 2023-24 from late penalties

History of Funding and Participation for Project Assist

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid-No late fees collected
FY 22-23	784*	$15	805	$111,165*	$145,000	$1.16M/yr estimated

*Actual utility rate assistance through May 17, 2023

** Reflects actual expenditures from the General Ledger, based upon participant's effective start date

DISCUSSION

- Since its inception, the availability of the program is capped by the total amount of funding approved by Council each year
- Applicants are screened on a first-come, first-served basis and must apply each program year to ensure participants remain eligible
- Customers can file applications via email or through the U.S. Mail any time throughout the program year

DISCUSSION

- Penalties for late payment of utility bills are imposed to regulate conduct (i.e., to encourage prompt payment of utility bills) and not as an incident of property ownership to pay for the cost of providing utility service.

- Therefore, those penalties are not fees or charges that are subject to article XIII D of the California Constitution (Proposition 218) and can be used for purposes other than operating expenses.

- Accordingly, the late charges collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use the late charges to fund the Project Assist Program.

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs

ELIGIBILITY FOR PROJECT ASSIST

Project Assist requirements mirror the CARE income guidelines shown in table below which are effective from June 1, 2022 to May 31, 2023

Household Size	Income Eligibility Upper Limit
1-2	$36,620
3	$46,060
4	$55,500
5	$64,940
6	$74,380
7	$83,820
8	$93,260
Each Additional Person	$9,440

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

OTHER ASSISTANCE PROGRAMS

- California Low Income Household Water Assistance Program (LIHWAP) is also available at
  - www.csd.ca.gov/lihwap
  - Assistance with LIHWAP, call Community Action Ventura County at 805-436-4000
- Information on the state, federal and local programs at www.csd.ca.gov or call 1-866-675-662

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program (Project Assist) for Year 7 in Fiscal Year 2023-24 is $241,500 from late penalty revenues. While no late penalties were assessed to customers during the pandemic, there are sufficient funds from prior year penalties collected to fund Year 7 of Project Assist. No budget adjustment is necessary.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: June 29, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Sustainable Transportation Plan. (20 minutes)

RECOMMENDATION

That the City Council:

1. Provide comments on the Sustainable Transportation Plan; and

2. Adopt the Sustainable Transportation Plan.

(Public Works and Transportation Committee approved 2-0.)

(Presentation will be live upon consultant's request.)

BACKGROUND

In 2021 the California Department of Transportation (Caltrans) awarded the City a $410,000 Sustainable Communities Planning grant to develop an Oxnard Sustainable Transportation Planning Project (STP). The grant program originated as part of the Senate Bill 1 Road Repair and Accountability Act and was created to provide a safe and reliable transportation network that serves all people and respects the environment. The grant provides funding to develop planning documents that identify ways to enhance access to safe walkways and bike paths, reduce greenhouse gas emissions, improve public health, social equity, environmental justice, the environment, and provide other important community benefits.

To assist the City in developing the STP, on April 20, 2021, the City Council awarded a professional services agreement to the planning and design firm, Fehr & Peers. Fehr & Peers began work in May 2021 and has completed the Final Draft STP.

DISCUSSION

Over the past 20 months, Fehr & Peers have led development of the STP with input from Public Works Staff, Oxnard Police Department, Oxnard Fire Department, Gold Coast Transit District, Ventura County Transportation Commission, Oxnard College, Oxnard School District, Oxnard Union High School District, and the Rio School District.

While the STP is a stand-alone document, it has been developed concurrently with Local Roadway Safety Plan (LRSP), which was adopted by the City Council on January 17, 2023. Currently, both the STP and LRSP are helping to inform the Safe Routes to School (SRTS) Plan, which will provide education events at schools, user-friendly safe-route maps to students and parents, as well as identify future infrastructure projects to improve signage, striping, and crossing distances around schools. The SRTS Plan is scheduled to be completed in spring 2024.

The Draft STP is comprised of seven (7) chapters:

1. Introduction
2. Planning Approach & Project Idea Matrix
3. Community Engagement
4. Catalog of Enhanced Streetscape Elements
5. Policy Recommendations
6. Priority Locations
7. Implementation Program

The intent of this document is to envision expanded ways to provide safe, integrated, and efficient mobility choices in Oxnard. This is achieved by first understanding where the public is traveling to and from, and where gaps exist. Using this knowledge, the STP identifies specific tools that can enhance moving around the City, equally for all users, in order to provide a healthier, safer, cleaner way to travel, thus reducing emissions, improving the quality of life, and providing a more sustainable system into the future.

Upon adoption of the STP by the City Council, staff will use the recommendations and identify potential projects in the Plan for future Capital Improvement Program (CIP) projects for the City Council's consideration during future adoptions of the city-wide five-year CIP. This analysis will take into consideration City Council priorities, the need for early concept design and public outreach that is required for competitive grant opportunities, and timing of delivering projects.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no financial impact to receiving the presentation or adopting the Sustainable Transportation Plan. Budget impacts of future recommendations for grant funding and CIP projects will be estimated and brought forth with the project recommendations for the City Council's consideration.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on March 28, 2023, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Final Sustainable Transportation Plan
2. Presentation

Oxnard SUSTAINABLE TRANSPORTATION PLAN

JUNE 2023

Final Plan

CITY OF OXNARD CALIFORNIA

Prepared by:

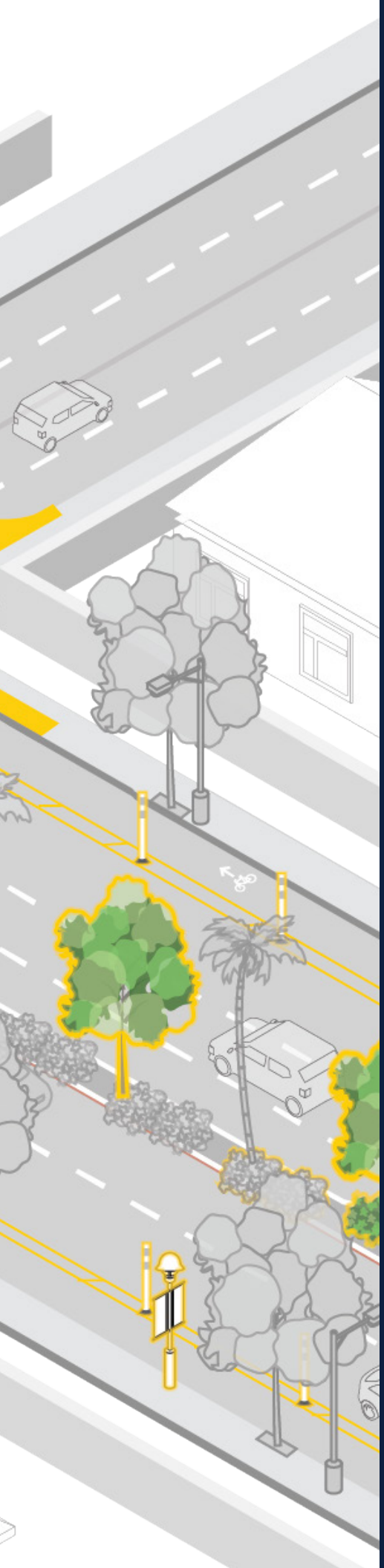
FEHR & PEERS

In Partnership with:

HERE
Kearns & West
Rincon Consultants

Funding provided by:

Caltrans Sustainable Transportation Planning Grant Program



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01

Chapter 01

Introduction

Chapter 1: Introduction

The City of Oxnard is committed to transforming the way people get around, striving for a cleaner, greener future of transportation in Oxnard.

Oxnard strives for sustainability.

The goal of "Sustainable Transportation" includes a variety of eco-friendly mobility choices, for people of all ages and abilities. This Sustainable Transportation Plan (STP) represents the City's vision for building an Oxnard where everyone can travel around the community while treading a little lighter on the environment, so it can be improved and preserved for years to come.

The STP has been two years in the making, building upon a long foundation of previous transportation and land use planning efforts, and reflects input from Oxnard residents, employees, and visitors. Many Oxnard residents already walk, bike, or take the bus – all alternative/active forms of transportation. The STP uses this momentum to identify specific areas of improvement and develop visionary concepts that can be applied in every neighborhood to encourage and enable all residents, employees, and visitors to use alternative/active forms of transportation.

Ideas that are explored in this plan generally fall into three categories.

Mobility	Placemaking	Greening
How people choose to travel within their community, influenced by the built and natural environment	Projects that transform public spaces into vibrant places that reflect the heart and culture of the community, where people will want to spend time	Landscaping and urban forestry efforts to add shade, cooling, air purification, and stormwater retention to the public right of way

The STP aims to shift Oxnard's transportation system from auto-oriented to people-oriented, which means designing for people walking, biking, riding transit, and driving rather than primarily for people driving. This means more multi-modal travel, less pollution and a more sustainable future for people who live, work, and spend time in Oxnard. The plan hopes to create:

- More opportunities for active travel like walking, biking, and riding transit, and less time stuck in traffic
- More opportunities for community connection and investment across all of Oxnard
- Long-term cost savings by reducing demand for additional new roadway infrastructure
- Better air quality
- Fewer greenhouse gas emissions
- Reduced vehicle miles traveled

As the STP was under development, the City's Local Road Safety Plan (LRSP) and Safe Routes to School (SRTS) program were concurrently under development. The LRSP focuses on roadway safety by identifying proven safety countermeasures to address collision hot spots and risk factors throughout the City. The collision analysis completed through the LRSP helped establish existing conditions for the STP, and community input gathered through the STP informed which safety countermeasures would best suit each community in Oxnard. The SRTS program encourages students to safely walk and bike to and from school, and the goals and strategies identified in the STP support this goal.

The STP is organized as follows:

- **Chapter 1:** Establishes the goals of the STP and the connection to related mobility efforts (LRSP and SRTS).
- **Chapter 2:** Describes the Framework Report, a separate document that outlines existing conditions and the Plan's approach to community engagement.
- **Chapter 3:** Summarizes the various community engagement activities that helped identify the needs and priorities of Oxnard residents.
- **Chapter 4:** Presents a toolkit of sustainable streetscape elements that can help make walking, biking, and riding transit the first choice for comfortable, convenient travel around Oxnard.
- **Chapter 5:** Presents strategies that encourage sustainable transportation and can help make multi-modal transportation more accessible for all Oxnard residents, employees, and visitors. These strategies are broad ideas that can be explored by various City departments for consideration for further implementation.
- **Chapter 6:** Shows examples of how the sustainable streetscape elements described in Chapter 4 could be applied at seven priority locations (identified through community engagement) and creates a template for all types of community contexts.
- **Chapter 7:** Describes how the City can implement projects and evaluate progress.

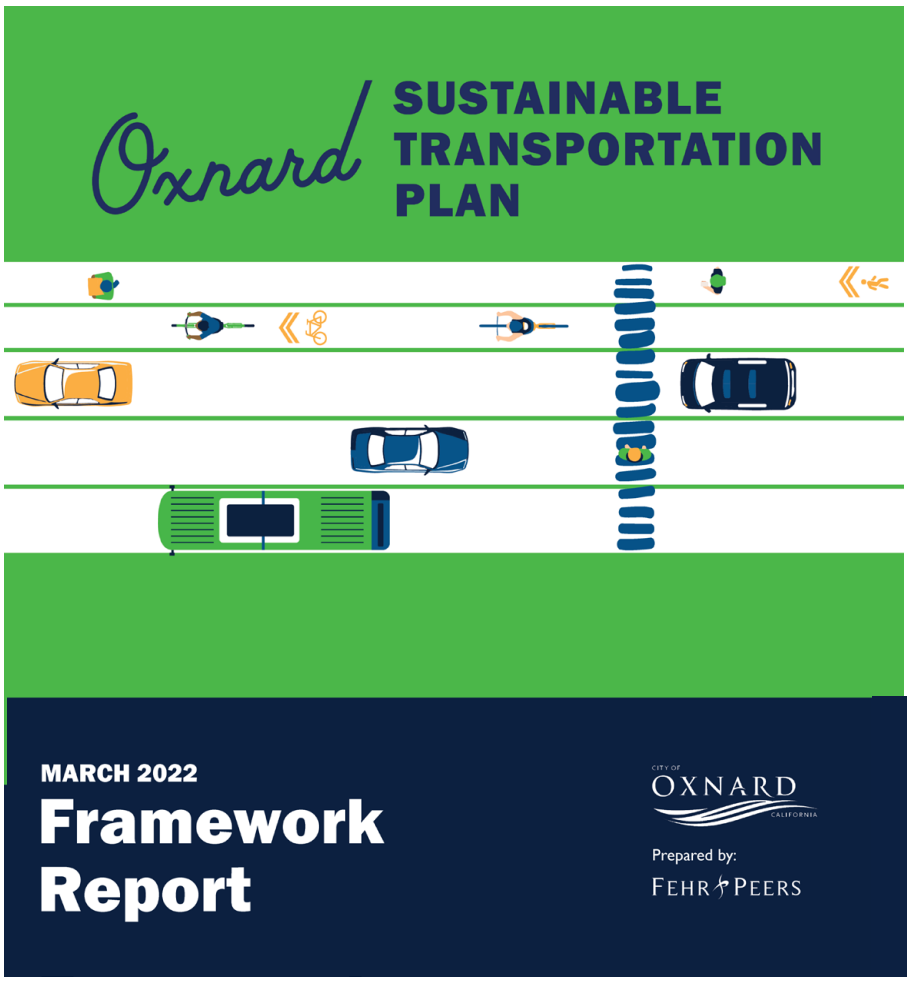
02

Chapter 02

Planning Approach

Chapter 2: Planning Approach

The Framework Report, developed in early 2022, is an important foundation for the STP. It describes the current transportation conditions in Oxnard, established a toolkit for community engagement, and kicked off the generation of transportation project ideas.



The Report establishes a shared vocabulary by drawing on information in the Map Atlas of Existing Conditions, input from the STP Project Team, inter-agency charette, and community-based focus groups to define land use and mobility categories in Oxnard (Table 1). These categories are the backbone of the Planning Approach and Project Idea Matrix, which is a tool that pairs specific land use patterns and mobility needs with the best-fitting transportation strategies (Table 2). The full Framework Report is included in this chapter.

The resources developed in the Framework Report were the foundation of the community engagement process, described in Chapter 3, and were used to identify the priority locations described in Chapter 6. They served as a starting point to generate relevant and feasible project strategies that matched the context of community needs. Although the matrices were developed for the STP, they are intended to also serve as a resource to generate transportation, placemaking, and greening project ideas beyond what is included in this report.

Table 1: Land Use and Mobility Categories

Categories	Definition
Transit-Related:	
First/Last Mile to Transit	Generally within a quarter-mile of transit stations and major transit stops.
Transit Opportunity Corridor	Corridor with adjacent land uses (existing or planned) and existing built environment characteristics that would support transit operations and infrastructure improvements.
Safety-Related:	
Slow Streets	Corridors with adjacent land uses (existing or planned) and existing built environment characteristics that would benefit from treatments to reduce traffic volumes and speeds.
Safe Routes to School	Generally within a quarter-mile of schools.
Safety Opportunity Corridor or Intersection	Road segments or intersections with a high number of collisions.
Residential Development:	
Wide ROW	Existing residential neighborhoods with wide rights-of-way.
No Sidewalks	Existing residential neighborhoods with limited or no sidewalks.
Major Access Barriers	Existing residential neighborhoods with access barriers, including limited connections to major roadways and limited access due to freeways.
Future Development	Areas with future planned residential development.
Commercial Development:	
Major Commercial District	Clustered retail with small and large shops. Examples include Downtown Oxnard, Centerpoint Mall, and The Collection.
Neighborhood Corridor	Smaller shops in a plaza or along a smaller arterial or collector street.
Future Development	Areas with future planned commercial development.
Other:	
Access to Recreation	Corridors that provide a connection to parks, beaches, recreation centers, and performing art centers.
Micro-mobility Hub	Generally at transit stations, major bus transfer stops, recreational destinations, and commercial destinations.
Regional Active Transportation Corridor	Corridors with adjacent land uses (existing or planned) and existing built environment characteristics that offer opportunities to install active transportation improvements that connect to adjacent jurisdictions.

Table 2: Project Idea Matrix: Infrastructure Strategies

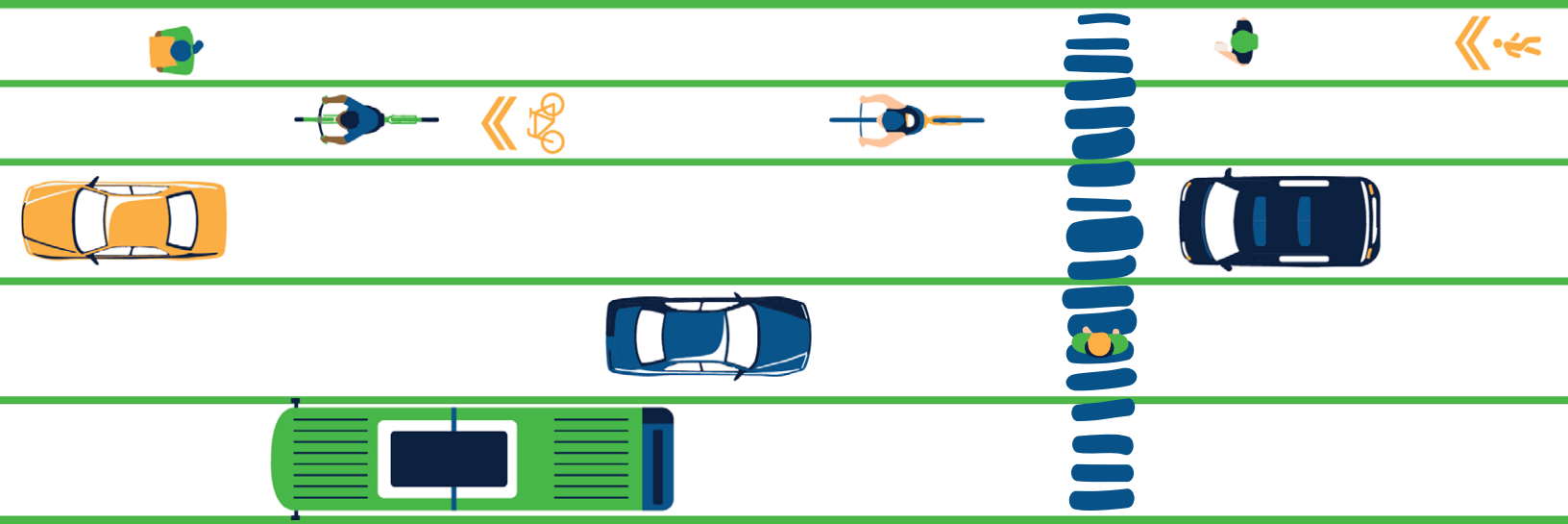
LAND USE AND MOBILITY CATEGORIES	Additional community/ neighborhood access points	Bicycle infrastructure improvements	Climate resilience infrastructure	Greening	New technology	New and updated roadway signage	Parklets	Pedestrian infrastructure improvements	Traffic calming and safety improvements	Transit infrastructure	User experience improvements
Transit-Related:											
First/Last Mile to Transit	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Transit Opportunity Corridor		✓	✓	✓				✓	✓	✓	✓
Safety-Related:											
Slow Streets		✓		✓	✓	✓	✓	✓	✓		
Safe Routes to School	✓	✓	✓	✓		✓		✓	✓		✓
Safety Opportunity Corridor or Intersection		✓						✓	✓		✓
Residential Development:											
Wide ROW		✓		✓	✓		✓	✓	✓		
No Sidewalks		✓		✓	✓			✓	✓		
Major Access Barriers	✓	✓			✓			✓	✓		
Future Development		✓	✓	✓	✓			✓	✓	✓	✓
Commercial Development:											
Major Commercial District		✓	✓	✓	✓		✓	✓	✓	✓	✓
Neighborhood Corridor		✓	✓	✓	✓		✓	✓	✓	✓	✓
Future Development		✓	✓	✓	✓		✓	✓	✓	✓	✓
Other:											
Access to Recreation	✓	✓	✓	✓			✓	✓	✓	✓	
Micro-mobility Hub		✓	✓	✓	✓		✓	✓	✓	✓	✓
Regional Active Transportation Corridor		✓	✓	✓	✓	✓		✓	✓		✓

Table 2 (continued):Project Idea Matrix: Policies and Programs

LAND USE AND MOBILITY CATEGORIES	Curb space management	Emergency management	EV charging standards	Frontage standards for new developments	Micro-mobility	Micro-mobility restrictions	Pedestrian and bike access standards	Revised design standards to accommodate micro-mobility	School route map	Transit-oriented development (TOD)	Transportation demand management (TDM)
Transit-Related:											
First/Last Mile to Transit			✓		✓	✓	✓	✓		✓	
Transit Opportunity Corridor	✓	✓					✓			✓	
Safety-Related:											
Slow Streets					✓	✓					
Safe Routes to School	✓				✓	✓	✓	✓	✓		
Safety Opportunity Corridor or Intersection		✓				✓	✓		✓		
Residential Development:											
Wide ROW									✓		
No Sidewalks							✓		✓		
Major Access Barriers							✓		✓		
Future Development		✓		✓			✓		✓	✓	✓
Commercial Development:											
Major Commercial District	✓	✓	✓		✓	✓	✓			✓	✓
Neighborhood Corridor	✓		✓		✓		✓				✓
Future Development	✓	✓	✓	✓	✓		✓	✓		✓	✓
Other:											
Access to Recreation			✓		✓	✓	✓				
Micro-mobility Hub	✓		✓		✓	✓		✓		✓	
Regional Active Transportation Corridor		✓					✓	✓			

1B via BARD
SCHOOL BUS
Oxnard
P

Oxnard SUSTAINABLE TRANSPORTATION PLAN



MARCH 2022

Framework Report

CITY OF OXNARD CALIFORNIA

Prepared by:

FEHR & PEERS

Framework Report

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Glossary of Terms

Accessibility: A measure of the ability or ease for people to travel from a starting point to an ending point(s) using one or more modes of transportation.

Accessible Pedestrian Signal: Devices that communicate information about the "Walk" and "Don't Walk" intervals at signalized intersections, in non-visual formats (e.g. audio), for people who are walking and are blind or have low vision.

Americans with Disabilities Act (ADA): Civil rights legislation enacted by Congress in 1990 that prohibits discrimination and guarantees equal opportunity for disabled persons in employment, transportation, public accommodate, public services, and telecommunications.

Class I Bicycle Facility: A bicycle (and often pedestrian) facility that is separated from vehicular traffic. Also known as a shared-use path.

Class II Bicycle Facility: Bicycle lanes on the street defined by pavement striping and signage to designate a portion of the roadway for bicycle travel. The addition of a buffer through additional striping provides greater separation from the bike facility and the adjacent traffic lane and/or parking lane.

Class III Bicycle Facility: Bicycle routes designated with signage and/or shared roadway markings ("sharrows") as a preferred route for bicyclists on streets shared with vehicular traffic. Bike routes are generally not appropriate for roadways with higher vehicular speeds or volumes. Class III bicycle facilities also include bicycle boulevards, which are typically roadways with low traffic volumes and speeds designed to prioritize bicycle travel for people of all ages and abilities.

Class IV Bicycle Facility: Bicycle lanes physically separated from vehicular traffic with a vertical divider, such as posts or on-street parking, and provide one-way or two-way travel. Also known as a cycle track or protected bicycle lane.

Complete Streets: Streets that are designed to enhance safe and comfortable travel for people of all ages and abilities using various modes of transportation, particularly walking, bicycling, and riding transit.

First/Last Mile: The travel required from a starting point (e.g. home or work) to a transit stop/station and the travel required from a transit stop/station to an ending point (e.g. work or home).

Level of Service (LOS): A measure, from A to F, that indicates that level of vehicular traffic flow. LOS A indicates free flow vehicular traffic traveling at or above the posted speed limit, and LOS F indicates a traffic jam with start-and-stop travel.

Manual on Uniform Traffic Control Devices (MUTCD): Defines the standards to install and maintain traffic control devices, such as roadway markings and signs, on all public streets, highways, bikeways, and private roads open to public travel. The national MUTCD is published by the Federal Highway Administration (FHWA) and the California State MUTCD is published by Caltrans.

Micromobility: Includes a range of small, lightweight vehicles that are human-powered or electric and typically operate at speeds below 15 miles per hour, such as bikes, scooters, and skateboards.

Microtransit: A flexible transit system that uses small-scale vehicles, such as shuttles or minibuses, that can provide on-demand transit service for a predetermined route or the most direct route in a service area.

Neighborhood Electric Vehicle (NEV): A vehicle that can travel between 20 – 25 miles per hour and must be driven on streets with a speed limit of 35 miles per hour or less. Also known as a Low Speed Vehicle.

Ridesharing: A service that arranges on-demand one-way transportation provided by drivers who are typically using a personal vehicle. Also referred to as "ride-hailing" and provided by Transportation Network Companies (TNC), such as Uber and Lyft.

Right-of-Way (ROW): The area designated for use as a street to accommodate travel and includes the public streets, sidewalks, and utilities.

Safe Routes to School (SRTS): An initiative that aims to identify and develop safe and convenient routes for children to walk and bike to and from school with roadway design and educational and enforcement campaigns.

Transportation Demand Management (TDM): Programmatic strategies and incentives to reduce single-occupancy vehicle travel demand, with an emphasis during peak periods of travel.

Transportation System Management (TSM): A set of strategies that focus on operational improvement that can maintain or restore the performance of an existing transportation system before extra capacity is needed.

Transit-Oriented Development (TOD): Moderate- to high-density mixed-use development located within walking distance (approximately a half-mile, or 10-minutes) of a major transit stop.

Urban Greening: Installing trees, parks, and landscaped areas to address air and noise pollution, soak up rainwater that may otherwise create flooding, and help provide shade and cooling.

Vehicle Miles Traveled (VMT): A metric that measures the miles driven by all vehicles in a geographic region over a given period of time, typically a one-year period.

Wayfinding: An information system of signs, maps, and/or schedules that helps people navigate through and orient themselves in an area.

Framework Report

Chapter 01

Framework Report: Chapter 01

Introduction

Chapter 01

Introduction

Why are we preparing a Sustainable Transportation Plan?

The City of Oxnard Sustainable Transportation Plan (STP) builds on the City's previous transportation planning efforts with existing conditions analysis and community engagement to develop a plan to provide for a safer, more integrated, and more sustainable transportation environment for people who live, work, and spend time in Oxnard. The City of Oxnard is developing the STP to identify the barriers that people who take alternative modes of transportation, such as walking, biking and riding transit, encounter as they travel through the city. The STP focuses on the inclusion of historically underserved neighborhoods by using robust and creative methods to encourage public participation. The STP will use data collection and stakeholder input to establish clear implementation steps from plan to construction.

What is the Sustainable Transportation Plan Framework Report?

The STP Framework serves as a foundation for the STP to inform engagement and initiate idea generation with City of Oxnard departments, surrounding jurisdictions, community-based organizations, and the wider community of people who live, work, and spend time in Oxnard.

This Framework Report guides the creation of the STP by:

- Summarizing relevant policies, recommendations, priority locations, and best practices from past transportation-related plans and studies to inform the development of STP project improvements.
- Mapping existing conditions data:
  - » Population characteristics
  - » Built environment and transportation characteristics
  - » Climate and environmental hazards and resources
  - » Community points of interest
  - » Land use
- Identifying opportunities for sustainability and transportation improvements based on development patterns, transportation infrastructure,

and other ongoing City efforts, such as building on the City's Capital Improvement Program, setting a foundation for the City's upcoming General Plan Update, and coordinating with ongoing efforts led by neighboring jurisdictions and regional agencies.

Inter-Agency Charette:

The identification of relevant plans, studies, and existing conditions data was also informed by an Inter-Agency Charette that was held on August 5, 2021 with representatives from:

- City of Oxnard Community Development, Fire, Housing, and Public Works Departments
- Neighboring local and regional agencies: City of Ventura, County of Ventura, Oxnard Harbor District, Ventura County Transportation Commission
- Caltrans District 7
- Schools: CSU Channel Islands, Hueneme Elementary School District, Oxnard College, Oxnard Union High School District
- Transit agencies: Gold Coast Transit District, VCTC Transit, Southern California Regional Rail Authority (Metrolink)

The inter-agency charette attendees provided information on related efforts and highlighted locations throughout the city that either had projects in development or had been identified by their respective stakeholders.

Framework Report

Chapter 02

Framework Report: Chapter 02

Review of Past Plans & Studies

Chapter 02

Review of Past Plans and Studies

What plans and studies do we already have?

This chapter provides a summary of plans and studies completed by the City of Oxnard and surrounding jurisdictions related to housing, transportation, environment, and several other key topics related to the goals of the STP. Each summary includes a brief description of the goals related to sustainable transportation and if applicable, highlights relevant opportunities, issue areas, or locations.

City of Oxnard Plans & Studies

- 2030 General Plan
  - » Housing Element
  - » Circulation Element
  - » Safety Element
- Coastal Land Use Plan
- Downtown Strategic Plan
- Bicycle and Pedestrian Facilities Master Plan
- Oxnard Sidewalk Survey Report
- Oxnard Transportation Demand Management Plan
- Green Alleys Plan
- Oxnard Corridor Community Transportation Improvement Plan
- Downtown Vision Plan
- Seal Level Rise Adaptation Strategy Report
- Electric Vehicle Accelerator Plan for the City of Oxnard
- Oxnard Complete Streets Safety Assessment
- Oxnard Capital Improvement Plan 2021 – 2026
- Parks Master Plan
- Oxnard Climate Action and Adaptation Plan
- High Quality Transit Area Pilot/ Oxnard Vision Plan

Local Transit Agency Plans & Studies

- VCTC Transit Short Range Transit Plan
- Gold Coast Transit Short Range Transit Plan
- Gold Coast Transit Building Transit Supportive Communities
- Gold Coast Transit Microtransit Demonstration Pilot

Regional Agency Plans & Studies

- VCTC Regional Bikeway Wayfinding Plan
- Ventura County Electric Vehicle Ready Blueprint
- VCTC/SBCAG Transportation Emergency Preparedness Plan
- VCTC 101 Communities Connected
- VCTC Freight Corridors Study

State Agency Plans & Studies

- California Freight Mobility Plan
- Caltrans District 7 Active Transportation Plan

City of Oxnard Plans & Studies

2.1 2030 General Plan

The City of Oxnard General Plan 2030 is a broad policy document that aims to support the continued growth and development of the City in a manner consistent with community goals. The General Plan prioritizes the natural environment of the coastal city, especially as it relates to local beaches, species habitats, and air quality. There are key policies within the document focused on preventing environmental degradation and promoting local sustainability. Additionally, the plan includes policies to improve public transit networks and infrastructure, complete the bicycle and sidewalk network and make improvements to those networks. The General Plan also outlines the strategic development of "Urban Villages," defined as districts with a unique sense of place. The Urban Village concept includes two transit-focused districts: the North Oxnard Transit Enhancement District (NOTED) and the Downtown East Transit-Oriented District (DETOD).

2.1.1 HOUSING ELEMENT

The Oxnard Housing Element (updated in 2021, covering 2021-2029) is a state-mandated policy document included in the General Plan and identifies strategies to accommodate a variety of housing types for a range of household income levels within the city. The Housing Element assesses existing constraints to future housing development and defines housing need within the jurisdiction. To determine the local housing need, the document utilizes the Regional Housing Needs Allocation (RHNA), developed by the Southern California Association of Governments (SCAG), which is the official federally recognized Metropolitan Planning Organization (MPO) for the region. The RHNA for the 6th Cycle Housing Element identified 8,549 housing units for Oxnard, and the 2021-2029 Housing Element identified 9,534 housing units and outlines the strategy to accommodate the identified need.

The Housing Element includes a housing site inventory that identifies properties throughout the community that are best suited for increasing housing development and providing higher density housing. The Plan focuses on identifying housing sites near public transportation and away from environmentally sensitive resources. Areas identified within the site inventory are areas likely to have higher density housing and thus may be areas of strategic focus in the STP.

2.1.2 CIRCULATION ELEMENT

The Circulation Element (updated in 2011) is a state-mandated policy document included in the General Plan. The Circulation Element outlines the standards and goals for the circulation and transportation system in Oxnard. All transportation policy and regulations must adhere to the standards set forth in the Circulation Element. The Element is first focused on goals that support the existing, approved, and planned land uses throughout the city while maintaining a level of service "C" at intersections unless exempted. Additional goals included in the Element relate to goods movement, passenger railroad, transit, transportation demand management, bicycles and pedestrians, parking, and air transportation. Specifically, in terms of bicycle and pedestrian mobility, the Element underscores the importance of safe bicycle and pedestrian circulation throughout the city through strategies such as completing the citywide bicycle and sidewalk network, minimizing conflicts, and improved accessibility. The Circulation Element is expected to be updated between 2022-2023 and will build upon the Sustainable Transportation Plan project to help shape its policies and guide future transportation investments.

2.1.3 SAFETY ELEMENT

The Safety Element (updated in 2016) is a state-mandated policy included in the City of Oxnard's 2030 General Plan. The Oxnard General plan combines the mandated Safety and Noise Elements into an overarching "Safety and Hazards" Element. Goals and policies included in the Element are related to:

- Liquefaction and subsidence risks
- Coastline and beach preservation
- Emergency preparedness
- Noise-safe residential and working environments
- Noise consideration in development review
- Hazardous materials and uses
- Vehicular traffic safety
- Oxnard airport operations

As it relates to the STP, the vehicular traffic safety goal outlines programs and strategies that help mitigate safety and environmental health risks associated with vehicular traffic. Specifically, the vehicular traffic safety goal outlines strategies that reduce vehicle emissions, improve air quality, and minimize risks, as well as strategies for reducing speed on neighborhood streets and the implementation of new and expanded roadways.

2.2 Coastal Land Use Plan

The Coastal Land Use Plan (1982) provides policy guidance for key topics pertaining to Oxnard's coastal zone. The Plan encourages access to the waterfront by preserving coastal areas for recreational use, increasing transit and pedestrian infrastructure within the zone, protecting sensitive habitats, and limiting new development within targeted areas. The Plan emphasizes improving bicycle routes, increasing regional transit service to the coastal zone area, and expanding pedestrian opportunities within the coastal zone. The coastal zone is identified as a strategic area for the provision of active transportation and increased accessibility. The City of Oxnard is currently undertaking the Local Coastal Program Update to revise the Plan in order to address climate change adaptation strategies.

2.3 Downtown Strategic Plan

The City of Oxnard Downtown Strategic Plan (2005) identifies recommendations for design standards and land use based on the evaluation of previous design and land use policies for the Downtown area. The Plan provides an overview of existing land use types and approved plans and policies for the area. The Plan provides overarching recommendations for Downtown and specific recommendations for seven districts that were identified based on land use, character, and function. Recommendations include improvements to:

- Land use and development strategies and improvements to streetscape
- Traffic and pedestrian circulation
- Parking
- Architectural style

Specific streetscape and transportation improvements include sidewalk widening, improvements to pedestrian-scale street lighting, traffic calming, and crosswalk enhancements.

2.4 Bicycle and Pedestrian Facilities Master Plan

The Bicycle and Pedestrian Facilities Master Plan (2011) outlines strategies and actions to improve walking and biking in the City of Oxnard by expanding and improving pedestrian and bicycle connectivity and access. The Plan provides recommendations for infrastructure improvements, such as:

- Class I, II, and III bicycle facilities throughout the city
- New and improved sidewalks

- Accessibility improvements in compliance with the Americans with Disabilities Act (ADA)
- Countdown pedestrian signals
- Crosswalk upgrades

The Plan also includes policies and program recommendations related to enforcement, education, and transportation incentives. The Plan provides cost estimates for the recommended bicycle and pedestrian projects and identifies funding opportunities to support implementation.

2.5 Oxnard Sidewalk Survey Report

The Oxnard Sidewalk Survey Report (2015) assesses deficiencies in the pedestrian environment and develops a prioritization plan to address issues in high need areas. The report identifies segments with the highest number of pedestrians using a pedestrian demand model, evaluates segments according to ADA requirements, and prioritizes segments based on an ADA Severity Average score. The report also provides conceptual plans and graphics with recommended improvements for ten priority areas, which include:

- Palm Drive from A Street to C Street
- Raiders Way from Dallas Drive to Rose Avenue
- Mandalay Beach Road from Falkirk Avenue to Oxnard Boulevard
- Saviers Road from Thomas Avenue to Yucca Street
- Ninth Street from C street to B street
- Via Marina Avenue from Victoria Avenue to Bayview Drive
- Esplanade Drive north of Vineyard Avenue
- C Street and Second Street
- Harbour Island Lane from Farralon Way to Aleutian Way
- B Street from West 3rd Street to West 4th Street

Improvements include pedestrian crossing enhancements, sidewalk upgrades, and transit stop updates. Additionally, recommended policies and programs include development of a Safe Routes to School program, staff and agency training, open streets events, data collection and monitoring, and development of performance measures.

2.6 Oxnard Transportation Demand Management Plan

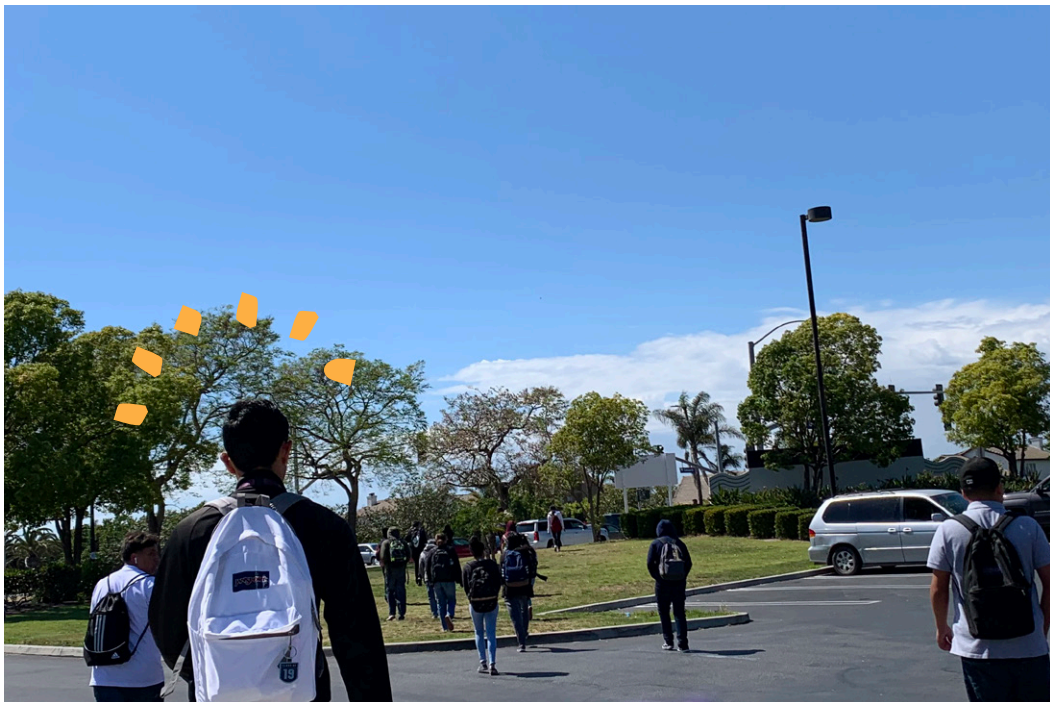
The Oxnard Transportation Demand Management Plan (2015) focuses on strategies that help the City reduce congestion and lower greenhouse gas emissions (GHG), by encouraging fewer single-occupant vehicle trips with the implementation of a best-practices traffic/transportation demand management (TDM) program. Strategies that build on existing TDM programs include vehicle trip reduction, complete streets design, and ridesharing. New strategies include commercial zoning and density bonuses, a Safe Routes to School program, a City of Oxnard Employee TDM program, and new communication and outreach options.

2.7 Green Alleys Plan

The Green Alleys Plan (2015) develops a framework for City staff to utilize when planning future design, implementation, and maintenance of green alley projects. The Green Alleys Plan incorporates a shared street approach to alleys by reimagining alleys as environmentally sustainable places with pedestrian, bicycle, and community-serving opportunities. Safety improvements outlined in the Green Alleys Plan include signage, bicycle facilities, and pedestrian crossing enhancements. The Plan recommends three high priority neighborhoods with the highest potential for success for green alleys programs:

- Downtown Management District
- La Colonia
- South Winds

The City of Oxnard will begin implementation of the Green Alleys Plan starting with La Colonia in 2021.



To bring Green Alleys to Oxnard's future, the Plan also identifies funding sources for implementation.

2.8 Oxnard Corridor Community Transportation Improvement Plan

The Oxnard Corridor Community Transportation Improvement Plan (OCCTIP) (2016) provides strategies and recommendations for transforming former state highways into complete city streets that reduce greenhouse gas emissions with transit and mixed uses. The OCCTIP identifies complete streets policies and recommendations in existing City documents, recommends conceptual street designs and alignments, and presents alternatives considered in the development of the Plan. Infrastructure recommendations in the OCCTIP include improvements for:

- Bicycles
- Sidewalks
- Intersection safety
- Pedestrian crossings
- Transit improvements

The Plan recommends providing additional space for transit service on the east side of Oxnard Boulevard between Vineyard Avenue & Gonzales Road and between Gonzales Road & Glenwood Drive. The Plan also recommends shared use paths, sidewalks, crosswalks, and street widening for 5th Street from Oxnard Boulevard to Rice Avenue.

2.9 Downtown Vision Plan

The Downtown Vision Plan (2016) was developed through extensive community input and analysis of design studies and policies. The Plan provides seven "big ideas" for revitalizing Downtown focused on improvements to:

- Public space
- Bicycle connectivity
- Road reconfiguration
- The arts
- Park infill development
- Parking strategies

The Plan identifies opportunities for safe roadway infrastructure in Downtown Oxnard, including complete streets concepts and improved bicycle connectivity on Oxnard Boulevard, A Street, and Colonia Road. The Plan also identifies funding sources and highlights the importance of community partnerships for implementation.

2.10 Sea Level Rise Adaptation Strategy Report

The Sea Level Rise Adaptation Strategy Report (2018) identifies potential strategies to reduce risks and impacts associated with sea level rise. The Sea Level Rise Vulnerability Assessment documents that a large amount of property may be at risk due to coastal and tidal flooding and erosion. The Report evaluates the cost-benefit of potential adaptation strategies to manage the property risk associated with Sea Level Rise. Adaptation strategies include:

- Green Protect (natural infrastructure strategy)
- Hard Protect (hard infrastructure strategy)
- Managed Retreat (relocation and removal strategy)
- Accommodation (development and design modification strategy)

A cost-benefit analysis of the potential adaptation strategies across four (4) key Planning Areas, sub-areas located along the Oxnard shore, is included within the Report. The Report further identifies the adaptation strategy with the greatest net benefit relative to each Planning

Area. A detailed understanding of the adaptation strategy for each area once selected by the City will be critical to planning for effective transportation infrastructure.

2.11 Electric Vehicle Accelerator Plan for the City of Oxnard

The Electric Vehicle Accelerator Plan for the City of Oxnard (2019) was prepared by the Ventura County Regional Energy Alliance as part of the Ventura County EV Ready Blueprint project. The Plan serves as a fleet transition plan to encourage increased electric vehicle adoption through electric vehicle infrastructure deployment, increase adoption of electric vehicle by residents and businesses of Oxnard, and electrification within the City's fleet. The Plan's vision is to make electric vehicles and other clean mobility options fully accessible to everyone in the community. The Plan includes an existing conditions analysis of electric vehicle infrastructure and adoption, recommendations to deploy additional charging infrastructure and transition the City's fleet, and policies to support electrification.

2.12 Oxnard Complete Streets Safety Assessment

The Oxnard Complete Streets Safety Assessment (2019) aims to improve safety and accessibility for people walking and biking in the City of Oxnard. The report analyzes the City's existing bicycle and pedestrian programs, policies, and practices by benchmarking key strengths, enhancement areas, and opportunity areas. The report also applies walk audit findings to suggest policies and physical improvements that enhance pedestrian and bicycle safety. The report provides specific recommendations for six focus areas:

- Wooley Road between E Street and C Street
- Oxnard Boulevard & 7th Street
- Oxnard Boulevard & 5th Street
- Oxnard Boulevard & 1st Street
- Oxnard Boulevard & Colonia Road
- Pacifica High School, Gonzales Road

Recommended improvements include curb extensions upgrades, high visibility crosswalks, sidewalk widening, increasing pedestrian crossing time, and conflict striping at intersections or bike lanes.

2.13 Oxnard Capital Improvement Plan 2021 - 2026

The City of Oxnard Capital Improvement Plan (CIP) (2021) provides an inventory of the City's current and needed infrastructure, with a focus on construction and repair needs over five years (2021-2026). The CIP focuses on projects related to buildings, information technology, parks and open space, seawalls, transportation and drainage, and utilities. Only projects that meet the following two criteria qualify as CIP projects:

- Construction, erection, alteration, renovation, improvement, demolition, or repair work involving any City-owned facility
- A project that costs at least $100,000

Since the City does not currently have sufficient funds to address all projects outlined in the CIP, the CIP provides a financing strategy that identifies possible funding options in addition to City sources. Examples of additional revenue streams include development impact fees, enterprise funds, the City's General Fund, the California Gas Tax, federal and state grants, assessment district funds, and city approved funding measures.

In addition to vital infrastructure projects, the Plan also includes recommended projects for non-

vital infrastructure as funding becomes available. Non-vital capital projects include:

- Citywide street improvements
- Citywide alley repairs
- Stormwater system upgrades
- Citywide facility repairs
- Park maintenance/accessibility

The CIP applies a project prioritization strategy that prioritizes health and safety first, then asset preservation and new or expanded services. Some of the sustainable transportation projects include citywide alleyway resurfacing, Oxnard Boulevard Bicycle Facilities Installation, Etting Road Bicycle and Pedestrian Improvements, La Colonia Green Alleys, and the Via Marina Park Renovation.

2.14 Parks Master Plan

The Parks and Recreation Master Plan (2021) provides recommendations for fostering a system of parks, open space, and recreation facilities within the City of Oxnard. The Plan includes a comprehensive overview of existing amenities and identifies key strategies for maintaining and improving the existing network of programs and infrastructure to improve connectivity and mobility. The Plan provides strategies for expanding the active transportation networks, including the development of a multi-use trail along the 5th Street Drainage Corridor and the creation of a bike trail along the Santa Clara River. Additionally, the Plan identifies amenity improvements to increase accessibility, highlighting Ormond Beach as a key site for focused efforts towards accessibility.

2.15 Oxnard Climate Action and Adaptation Plan

The Oxnard Climate Action and Adaptation Plan (anticipated 2022) will provide a roadmap for the City to align with Senate Bill (SB) 32 and other legislative mandates that aim to reduce greenhouse gas emissions and mitigate negative environmental impacts. The CAAP will outline goals and strategies to help Oxnard plan for future climate goals and will guide the development of the City's sustainability vision and implementation. The CAAP will also address climate adaptation, resilience measures, and risks and vulnerabilities. Additionally, the CAAP will provide the opportunity for the City to apply for future grant funds to address climate change, social equity, and sustainability/environmental programs. The Plan will incorporate equity considerations in order to improve the distribution of environmental benefits throughout the city.

2.16 High Quality Transit Area Pilot/ Oxnard Vision Plan

As a part of the Southern California Association of Governments High Quality Transit Area (HQTA) pilot, the Oxnard Vision Plan (2019) includes goals to promote safety, reduce collisions, and support multi-modal travel in Downtown Oxnard. Specific infrastructure recommendations in the Oxnard Vision Plan include:

- Bicycle facilities
- Curb extensions
- Pedestrian scramble crosswalks and other crossing enhancements
- Lighting improvements

The Plan also provides a comprehensive list of funding sources for transit-oriented development, bicycle and pedestrian improvements, urban greening, and transit infrastructure projects.

Local Transit Agency Plans & Studies

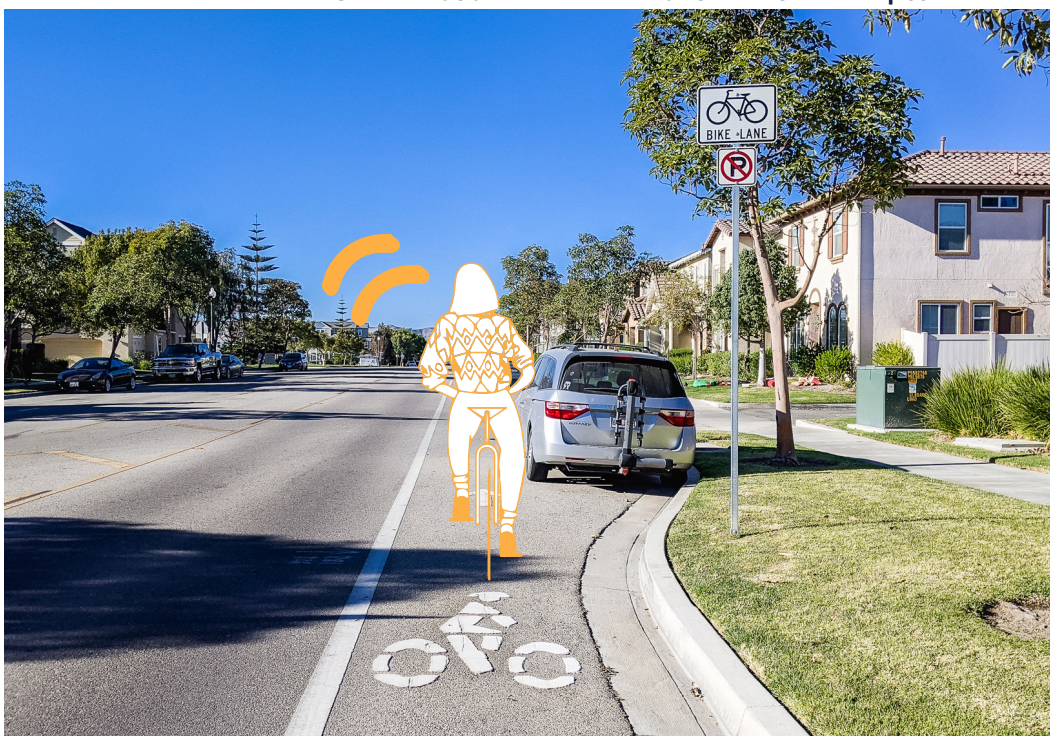
2.17 VCTC Transit Short Range Transit Plan

The Ventura County Short Range Transit Plan (SRTP) (2015) outlines strategies for improved regional coordination and connectivity, toward establishing a cohesive and

consistent set of transit services. The SRTP outlines key tasks and important findings through a transit service evaluation, transit market analysis, service gap analysis, transit investment plan, and performance metrics. The transit investment plan identifies several capital facility projects such as upgrading facilities at bus stops, establish a transit hub in Simi Valley that supports local and intercity service, and construct a VCTC Intercity maintenance facility. The Plan also includes a vehicle acquisition plan that identifies acquisition needs for all transit providers within Ventura County and additional fleet improvements such as right-sizing vehicles and shifting to Compressed Natural Gas Vehicles (CNG).

2.18 Gold Coast Transit Short Range Transit Plan

The mission of the Gold Coast Transit Short Range Transit Plan (SRTP) (2015) is to provide safe, responsive, convenient, efficient, and environmentally responsible public transportation that serves the diverse needs of the community. The Plan provides information about Gold Coast Transit District's service and operational needs for the next five years. The Plan outlines six strategic goals that expand on transit opportunities, improve safety and convenience, focus on sustainable practices, and maintain an appropriate governance structure with a balanced fiscal plan. The Plan includes a five-year service plan that outlines maintenance and improvements by year including route modifications, new routes, and extending service hours for certain routes. Beyond the five-year service plan baseline, future expansion and priorities are also identified



contingent on funding. Future expansion and priorities include:

- Implementation of Ventura Road Route to Oxnard College
- Restructure service in South Oxnard to support faster travel times
- Provide improved service to and from Naval Base Ventura County in Port Hueneme
- Decrease travel time between Oxnard/Ventura/Ojai (Route 6 & 16)
- Seasonal Ojai Bike Bus
- Implementation of other non-capital program improvements

2.19 Gold Coast Transit Building Transit Supportive Communities

The Building Transit Supportive Communities Plan (2019-2020) from Gold Coast Transit identifies strategies to enhance transit supportive land use and design for the five member jurisdictions of Ojai, Oxnard, Port Hueneme, Ventura, and the County of Ventura. The Plan underscores the importance of vehicle miles traveled (VMT) and greenhouse gas (GHG) reduction through transit supportive land use strategies. The Plan identifies Gold Coast Transit stops with high levels of ridership, defined as above the 90th percentile of daily combined boardings and alightings, and analyzes characteristics such as related transportation facilities, local demographics, and adjacent land uses. The findings show that the number of intersections, population, job density, presence of Medium-Density Residential Zones, and parking regulations all have significant correlations with ridership. Additionally, further analysis showed that of the characteristics that showed significant correlations with ridership, the most effective in reducing VMT were increased residential density and the regulation of on-street parking. The Plan also identified focus areas for future transit-supportive land uses through input from community workshops. Focus areas in Oxnard include:

- Gonzales Road
- Oxnard Boulevard

- Bard Road
- Saviers Road
- Pleasant Valley Road
- Rose Avenue

A land use analysis was conducted for all focus areas in order to provide recommendations for making these areas more transit supportive. Recommendations for Oxnard focus areas include revisiting land use regulations to accommodate other uses (Gonzales Road), rezoning (Oxnard Boulevard), transition land to residential, health, or government uses (Pleasant Valley Road) and allow additional residential density (Rose Avenue). The Plan also outlines strategies for transit supportive development such as connected streets, managed curbsides, residential density, and job density. Each strategy includes implementation leads as well as standards and metrics to ensure successful application.

2.20 Gold Coast Transit Microtransit Demonstration Pilot

The Gold Coast Transit Microtransit Demonstration Pilot (2021) launched in May 2021 and provides late night on-demand microtransit service to customers within the Gold Coast Transit service area. The service offers customers curb-to-curb rides from 8:00 PM to 11:00 PM each night of the week. The pilot project timeframe is one year and is funded through the federal Job Access and Reverse Commute Program. The goal of the microtransit pilot is to serve the mobility needs of those with late-night commutes. Fixed route service is typically limited in the late-night hours, thus the microtransit pilot project aims to fill that gap and provide additional options for customers, particularly those who work in the healthcare and hospitality industries. Fares are $2/per person each way, and customers must request rides by phone call, at least one hour ahead of time. Gold Coast Transit aims to provide a convenient transportation option while also learning more about passenger late-night travel patterns.

Regional Agency Plans & Studies

2.21 VCTC Regional Bikeway Wayfinding Plan

The VCTC Regional Bikeway Wayfinding Plan (2017) identifies key regional bicycle routes and bicycle infrastructure improvements to develop a consistent bicycle wayfinding sign system that applies to regional bicycle routes throughout Ventura County. The Plan identifies priority regional bike routes where local jurisdictions, in partnership with VCTC, could concentrate wayfinding efforts. Seventeen potential wayfinding bike routes were identified and prioritized based on a multi-step process that involved evaluating segments through test rides and public outreach. Proposed regional wayfinding routes in Oxnard include:

- Route 4- The Coast Route (Harbor Boulevard from Navigator Drive to Hueneme Road)
- Route 8- Oxnard to Simi Valley (Gonzales Road from Harbor Boulevard to Sturgis Road via Rice Avenue)
- Route 14- Ventura/Oxnard/Port Hueneme (Johnson Drive, Ventura Road, H Street, and J Street)
- Route 15- Ventura to Port Hueneme (Rose Avenue from Ventura Boulevard to J Street via East Bard Road)
- Route 16- Ventura to Port Hueneme (Victoria Avenue)

The Plan also provides a wayfinding signs toolkit with design concepts for proposed corridors. Wayfinding

design concepts were developed with California Manual on Uniform Traffic Control Devices (CAMUTCD) standards and tailored for Ventura County. The Plan also incorporates standards from the Federal Highway Administration MUTCD to specify standards for traffic signs, road surface markings, and signals. The wayfinding signs toolkit includes design elements, placement recommendations, sign material descriptions for manufacturing, and sign dimensions. The Plan also outlines implementation based on considerations to sign fabrication, operations and maintenance, as well as costs. Federal, state, and local funding sources are identified, as well as private, creative tax methods, and civic crowd funding.

2.22 Ventura County Electric Vehicle Ready Blueprint

The Ventura County Electric Vehicle Ready Blueprint (2019) was prepared by the Ventura County Regional Energy Alliance and provides strategies to help Ventura County accelerate the deployment of electric vehicles and charging infrastructure. The Blueprint aims to develop replicable models for statewide transportation electrification that facilitate the accessibility of electric vehicles and clean mobility options for all communities. It provides policy makers and local stakeholders with a framework to accelerate the adoption of clean mobility and expand the reach of charging infrastructure. The Blueprint provides recommendations for accelerating the adoption of the following clean mobility options:

- Electrification of light to heavy duty vehicles
- Fleet electrification
- Integration of autonomous/ connected/shared electric vehicles
- Innovative electric mobility
- First and last mile electric mobility solutions
- Electric vehicle workforce development

The document also includes funding strategies from the local to federal level to support the implementation of the Blueprint.

2.23 VCTC/SBCAG Transportation Emergency Preparedness Plan

The Transportation Emergency Preparedness Plan (TEPP) (2020) serves as guidance for Santa Barbara and Ventura Counties in addressing transportation challenges related to natural and human-caused disasters such as earthquakes, fires, and transportation incidents. The TEPP helps both counties prepare for emergencies where transportation services will be required beyond their normal scope as part of an emergency response. The TEPP outlines and standardizes operations and communications protocols, including activation and response procedures that dictate when the TEPP may be activated and what to do as part of response efforts. Response procedures include requesting additional transportation resources, facilitating transportation mutual aid assistance, and responding to requests to provide basic transportation services to affected areas. The TEPP also defines roles and responsibilities for local municipalities and agencies, underscoring the need for cross collaboration. Operating procedures for key locations such as airports and ports are also outlined and include measures such as serving alternate transportation modes if necessary. The TEPP provides detailed Emergency Operations Center checklists that cover responsibilities for all positions from finance, to logistics, to planning and intelligence.

2.24 VCTC 101 Communities Connected

The VCTC US 101 Communities Connected Report (2020) evaluates mobility challenges and opportunities on the US 101 Corridor, from State Route 23 to State Route 33, and

identifies multimodal infrastructure improvements that strengthen mobility for all users including drivers, bicyclists, pedestrians, and transit riders. The study considers climate change, land use development, social equity, and advanced technologies as factors in the development of infrastructure improvements. The report also provides an inventory of planned Transportation Demand Management (TDM) and Transportation System Management (TSM) projects and programs on the Corridor based on data from local municipalities, SCAG, and federal programs. The report evaluates projects and programs in order to prioritize project funding, provide insight into where projects may not meet community goals, and identify areas where new strategies may strengthen future mobility and land use planning efforts. Projects and programs fall under active transportation, arterial improvements, and transit. The report also identifies potential federal and local funding sources for project implementation.

2.25 VCTC Freight Corridors Study

The Ventura County Freight Corridors Study (2021) identifies and prioritizes key freight corridors to provide safer, more efficient, and sustainable freight connections. The Study is informed by input from community and industry groups, as well as the general public in an effort to develop strategies for future highway planning and investment decisions. Strategies are centered on solutions that provide the greatest benefit to the County's economic competitiveness and environmental health. The Study identifies opportunities to promote Ventura County's industries as well as opportunities to support cleaner freight and goods movement. The Study goals include:

- Multimodal mobility
- Economic prosperity
- Environmental stewardship
- Healthy communities
- Safety and resiliency
- Asset management
- Connectivity and accessibility

Specifically, as it relates to Oxnard, the Study identifies rail corridor safety concerns in the city including throughout the Union Pacific Corridor and at the highway-rail crossings along 5th Street. The Study recommends improvements to existing freight corridors in the City at the US 101 and Del Norte interchange, and in addition, outlines Rice Avenue and Hueneme Road Access as areas of focus for strengthening port access.

State Agency Plans & Studies

2.26 California Freight Mobility Plan

The California Freight Mobility Plan (2020) is a policy document that governs California's immediate and long-range freight planning activities and capital investments. The Plan goals were developed under three overarching themes: economic vitality, environmental stewardship, and social equity. The Plan outlines freight's impact and contribution to the California economy and includes an inventory of California's major freight facilities. Additionally, through public engagement efforts, the Plan identifies issues and concerns related to:

- Statewide freight including competitiveness
- Regulatory burdens
- Congestion
- Technology adaptation
- Workforce and sustainability

Opportunities for improvement are also identified including strategies related to clean truck programs, alternative and renewable fuels, emerging technology for freight activities, and port and waterway improvements. The City of Oxnard supports freight mobility through the various truck routes that traverse the city and connect to Port Hueneme. This Plan sets standards for freight movement in Oxnard and provides strategies to support freight planning activities in the city while focusing on environmental stewardship and equity.

2.27 Caltrans District 7 Active Transportation Plan

The Caltrans District 7 Active Transportation Plan (in progress) will identify pedestrian and bicycle improvements on, across, along, or parallel to the State Highway system throughout the District. The Plan will focus on strengthening local active transportation networks, as well as improving safety for pedestrians and bicyclists. The Plan will also address social equity, partnerships, and will incorporate thorough community engagement efforts, including a public facing online mapping survey where community members can share where they have bicycling or pedestrian concerns along or near state highways.

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Framework Report

Chapter 03

Framework Report: Chapter 03

Map Atlas of Existing Conditions

Chapter 03

Map Atlas of Existing Conditions

Where are things happening in Oxnard?

The Map Atlas visualizes existing conditions in the City of Oxnard to provide background and context that will inform engagement and the development of project ideas.

The following data were reviewed during the development of the Map Atlas of Existing Conditions. The data will be referenced throughout the development of the STP to support ongoing community engagement, priority location identification, and project development. Many of the data sets were mapped in the pages that follow. The data that do not have corresponding maps are noted in the list below with an asterisk(*).

3.1 Population Characteristics: Income, transportation, and health

- Median Household Income
- Household Automobile Access
- Work Trips by Mode
- Determinants of Health (Concentrations of Diesel PM, Water Contaminants, and Access to Food/Supermarket/Retail)
- Health Status (ER Admissions, Cardiovascular Disease, and Low Birth Weight)

3.2 Built Environment and Transportation Characteristics: Active transportation demand, transit demand, and vehicle collisions

(Note: some of these data sources are shown on the same map to provide context.)

- Estimated Pedestrian Demand
- Estimated Bicyclist Demand
- Existing & Proposed Bicycle Facilities
- Pedestrian Collisions
- Bicycle Collisions
- All Injury Collisions (2016-2020)
- Transit Ridership
- Transit Stops & Routes
- Pavement Condition Index
- Oxnard ITS Master Plan Deployment Locations
- Noise-Generating Transportation Facilities
- Truck Routes
- Inter-Agency Charette Input
- Roadway Classification*
- Railroads*
- Average Annual Daily Traffic Counts (2019)*

3.3 Community Points of Interest: Parks, open space, and community facilities

(Note: some of these data sources are shown on the same map to provide context.)

- Open Space and Parks
- Tree Canopy Coverage
- Beaches and Harbors
- Community Facilities: Library, Senior Center, Community Center and Schools
- Historic Sites

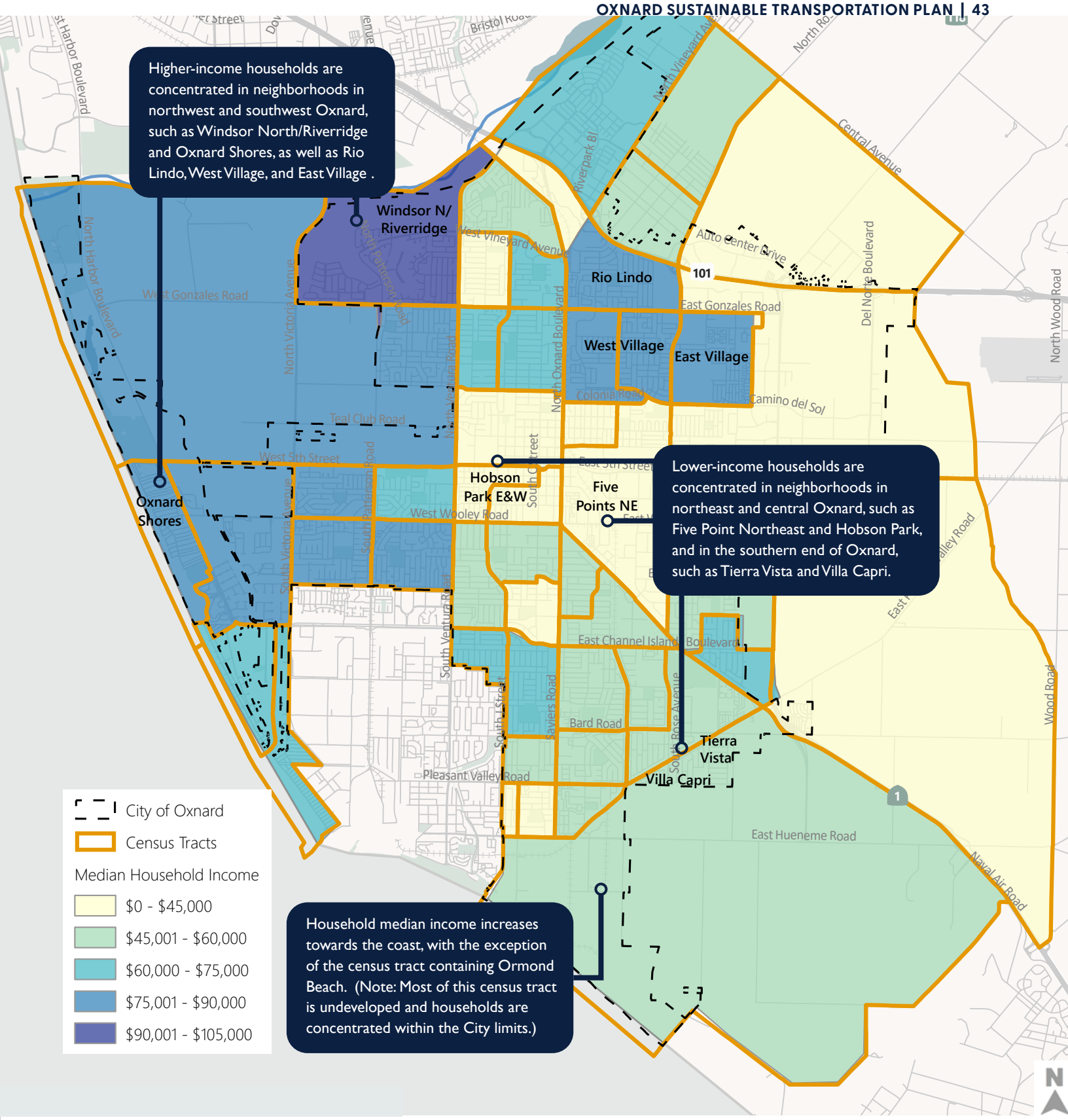
3.4 Land Use: Development sites, redevelopment sites, and General Plan land use designations

- General Plan Land Use Designation
- Major Development Projects in Entitlement Process (April 2021)
- 2021 – 2029 Oxnard Housing Element Update Candidate Housing Sites
- Major Employers

3.5 Climate and Environmental Hazards: Wetland locations, biological resources, and hazardous site location

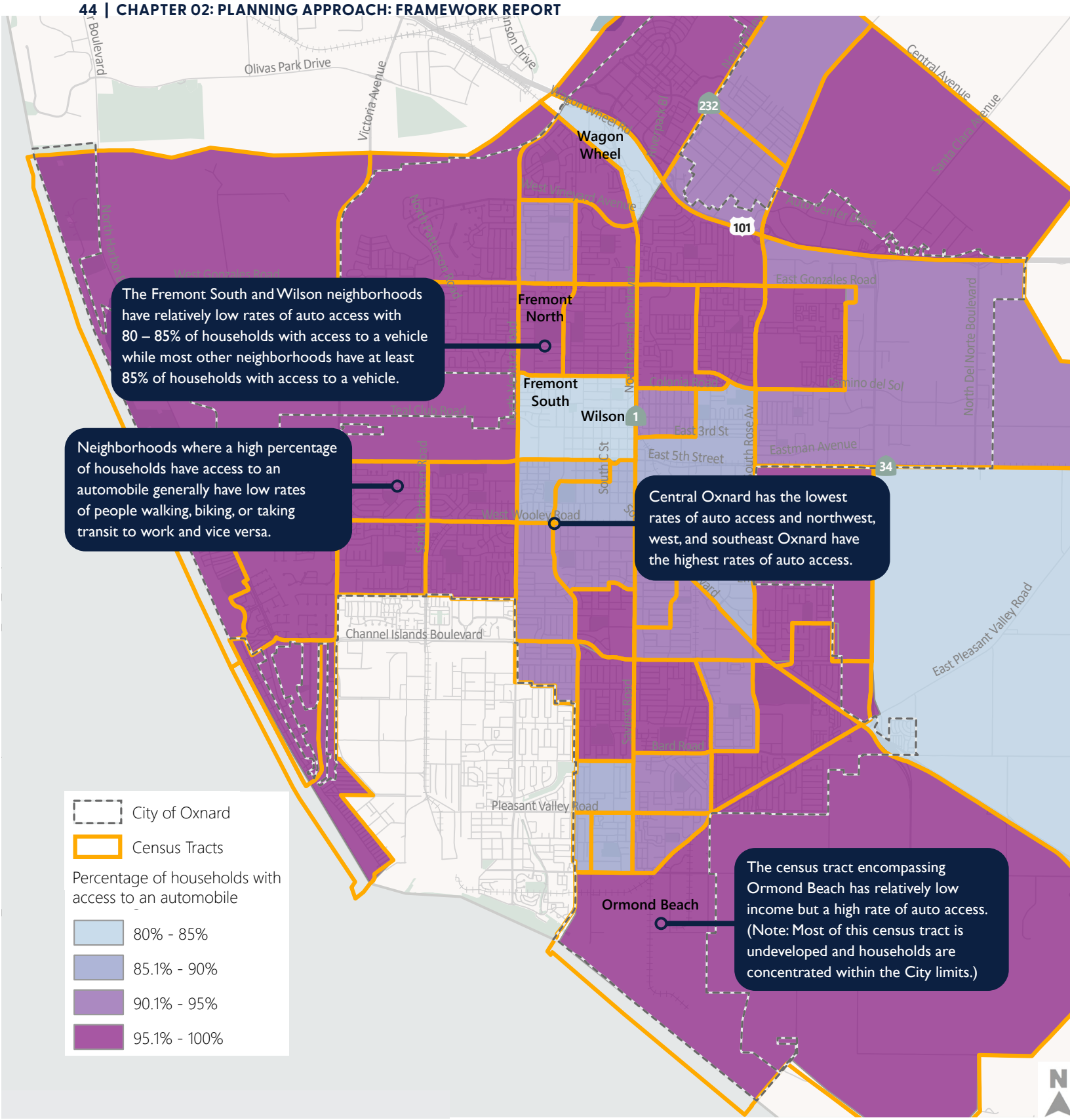
- Tidal, Storm, and Wave Flooding and Erosion with Sea-Level Rise (2030, 2060, 2100)
- Tsunami Hazards with Sea-level Ride (2030, 2060, 2100)
- FEMA Floodplain (100 and 500 year)
- Tsunami Evacuation Routes
- Critical Species' Habitats
- Wetlands

3.1 Population Characteristics



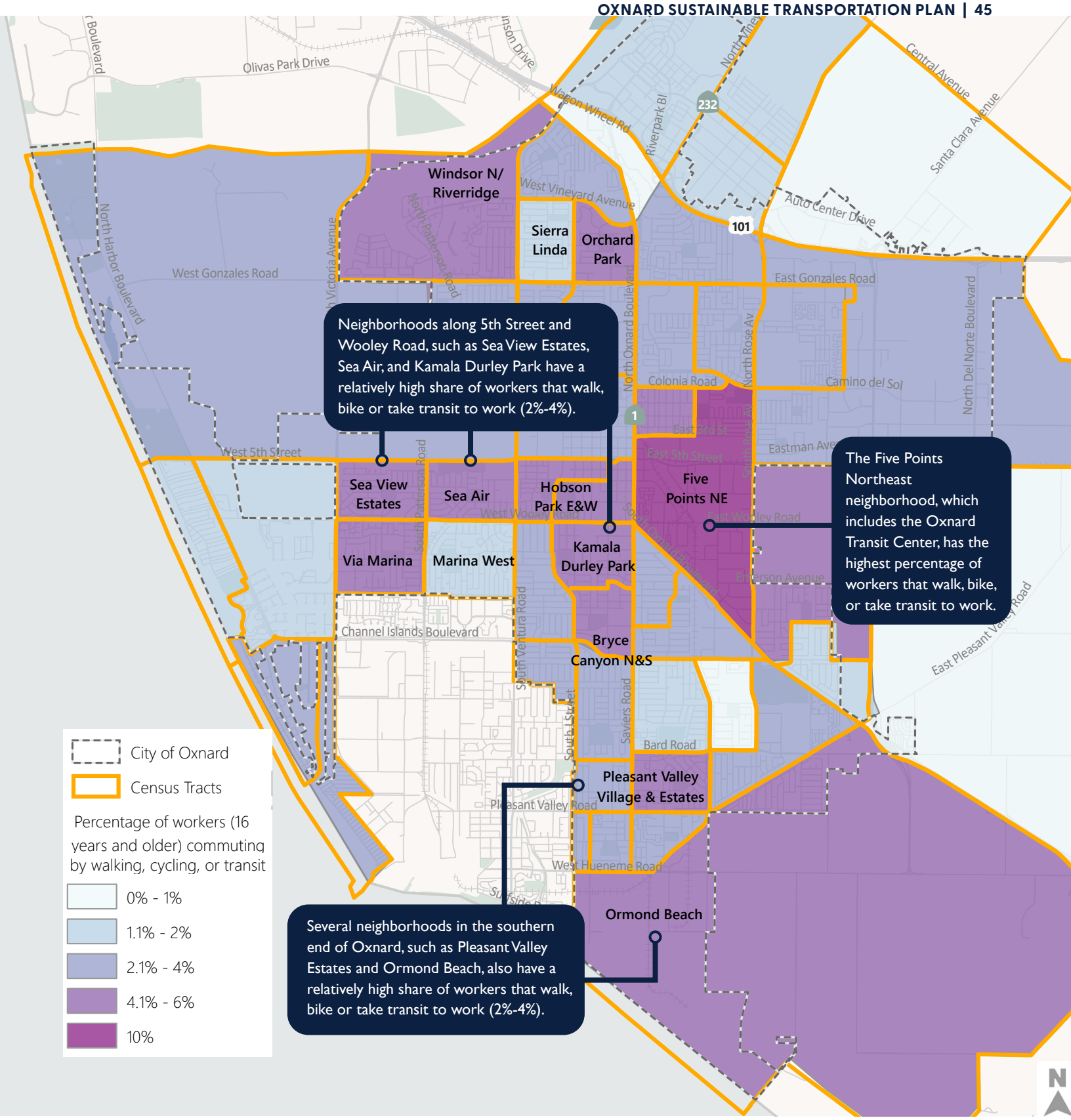
3.1.1 Median Household Income

This figure identifies the median household income for census tracts in or partly within the Oxnard city limits. Highlighted findings are noted in the callouts above.



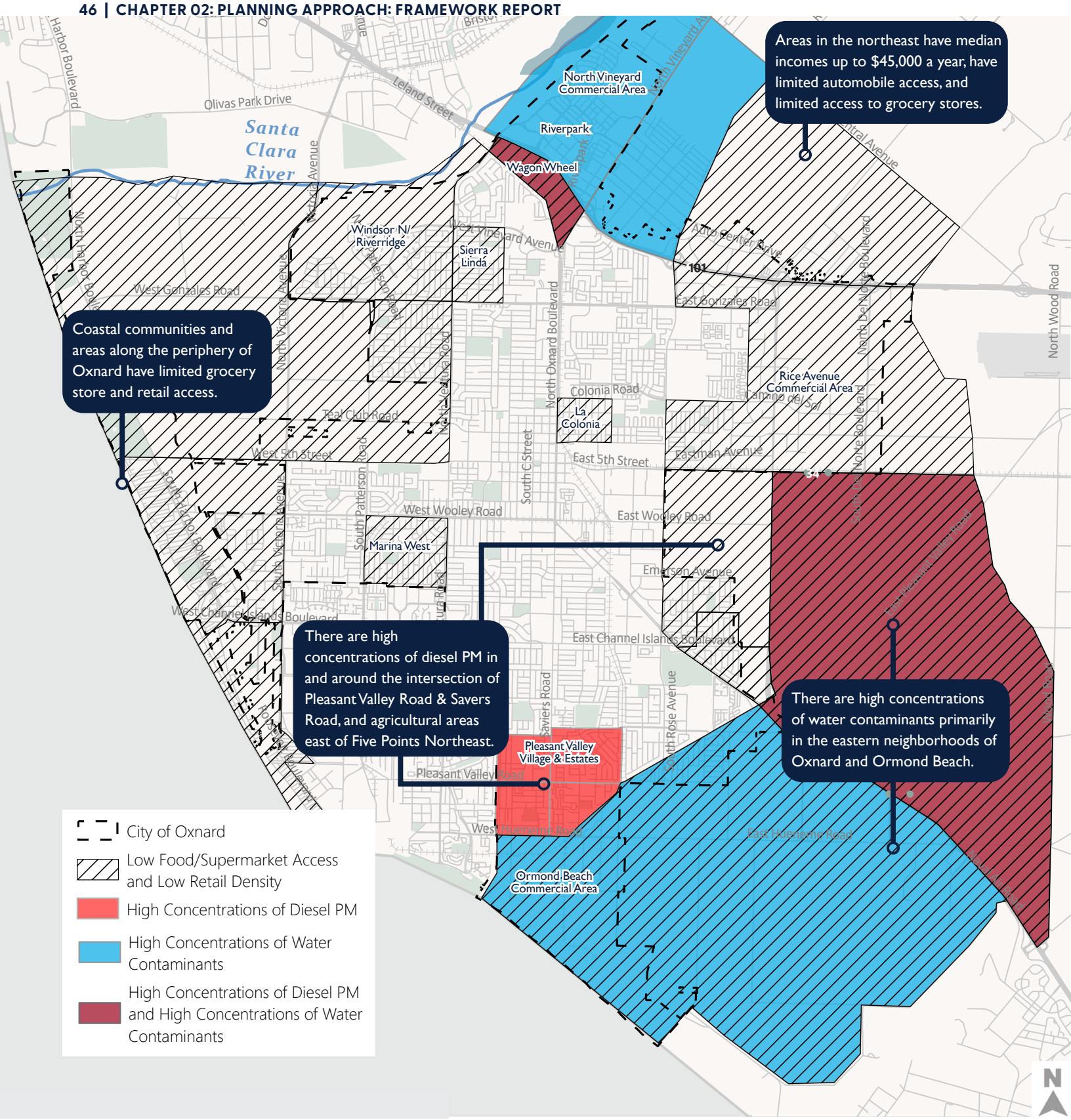
3.1.2 Household with Automobile Access

This figure identifies the percentage of households with access to an automobile for all census tracts in or partly within the Oxnard city limits. Highlighted findings are noted in the callouts above.



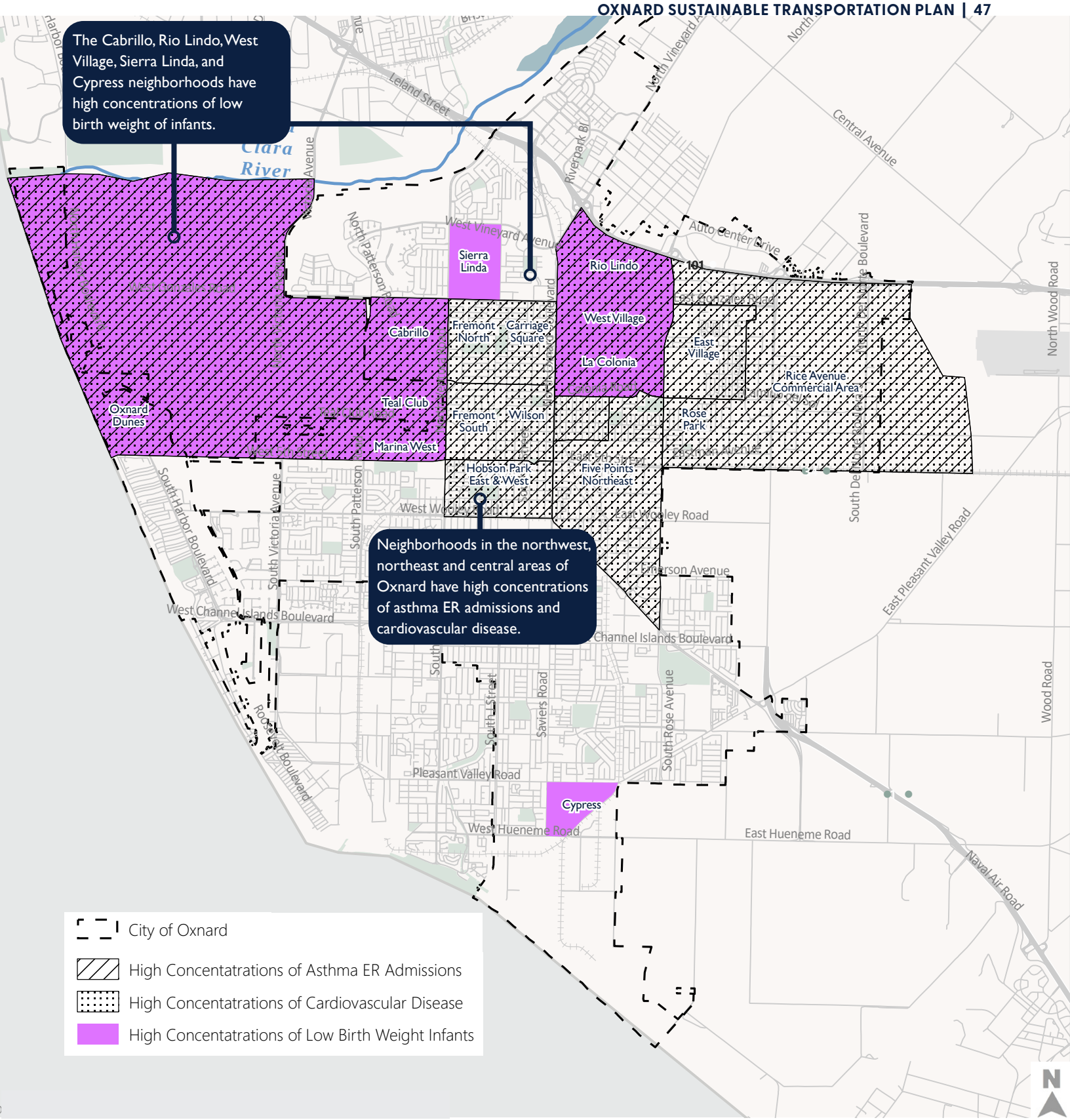
3.1.3 Work Trips by Walking, Cycling, and Transit

This figure identifies the percentage of workers (16 years and older) who walk, bike, or take transit to work for all census tracts in or partly within the Oxnard city limits. Highlighted findings are noted in the callouts above.



3.1.4 Determinants of Health

This figure identifies census tracts in or partly within the Oxnard city limits that have low access to supermarkets and retail services, high concentrations of diesel particulate matter (PM) and/or high concentrations of water contaminants. Highlighted findings are noted in the callouts above.



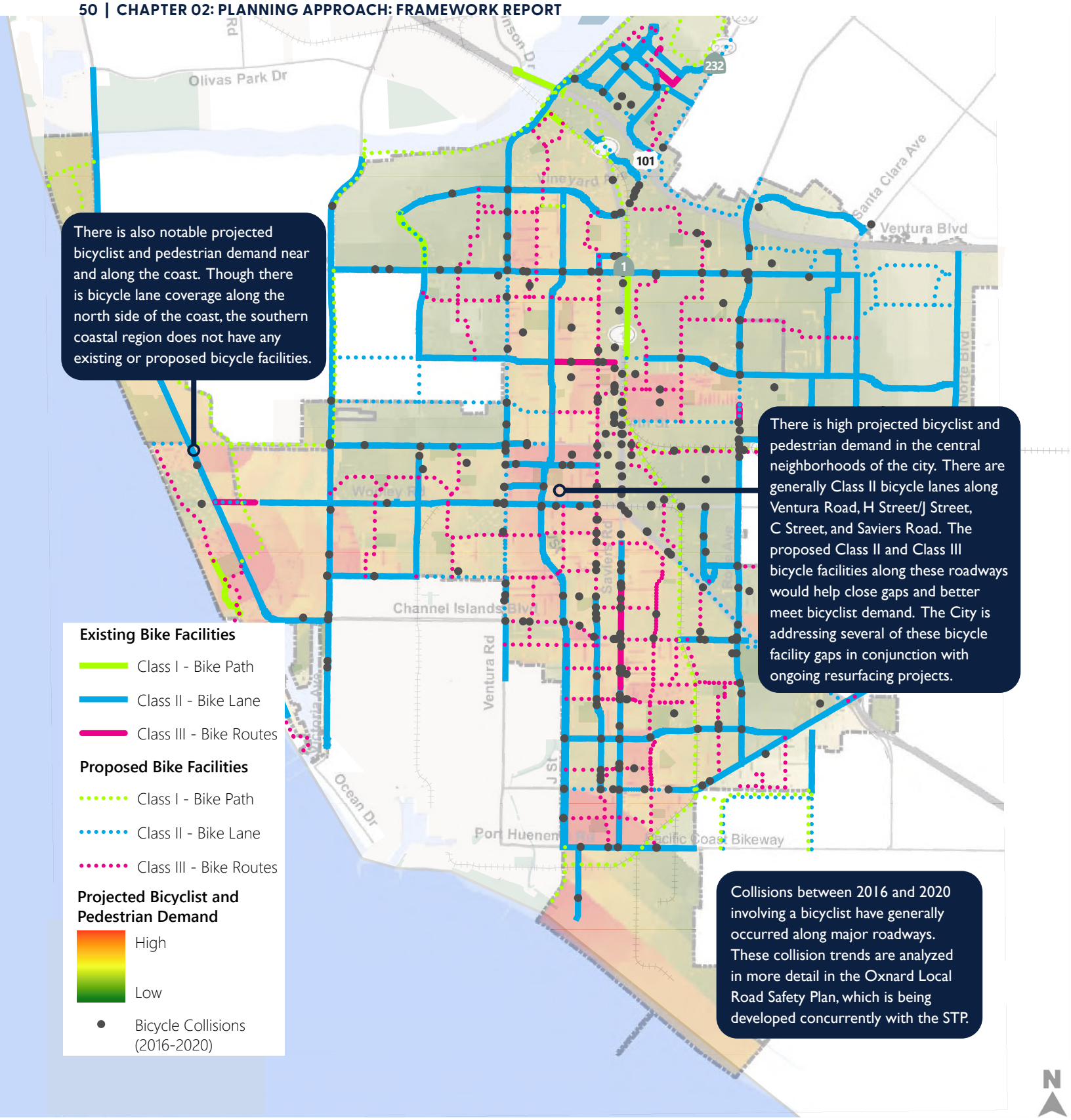
3.1.5 Health Status

This figure identifies areas where there are high concentrations of asthma emergency room (ER) admissions, high concentrations of cardiovascular disease, and high concentrations of low birth weight of infants for all census tracts in or partly within the Oxnard city limits. Highlighted findings are noted in the callouts above.

3.2 Built Environment and Transportation Characteristics

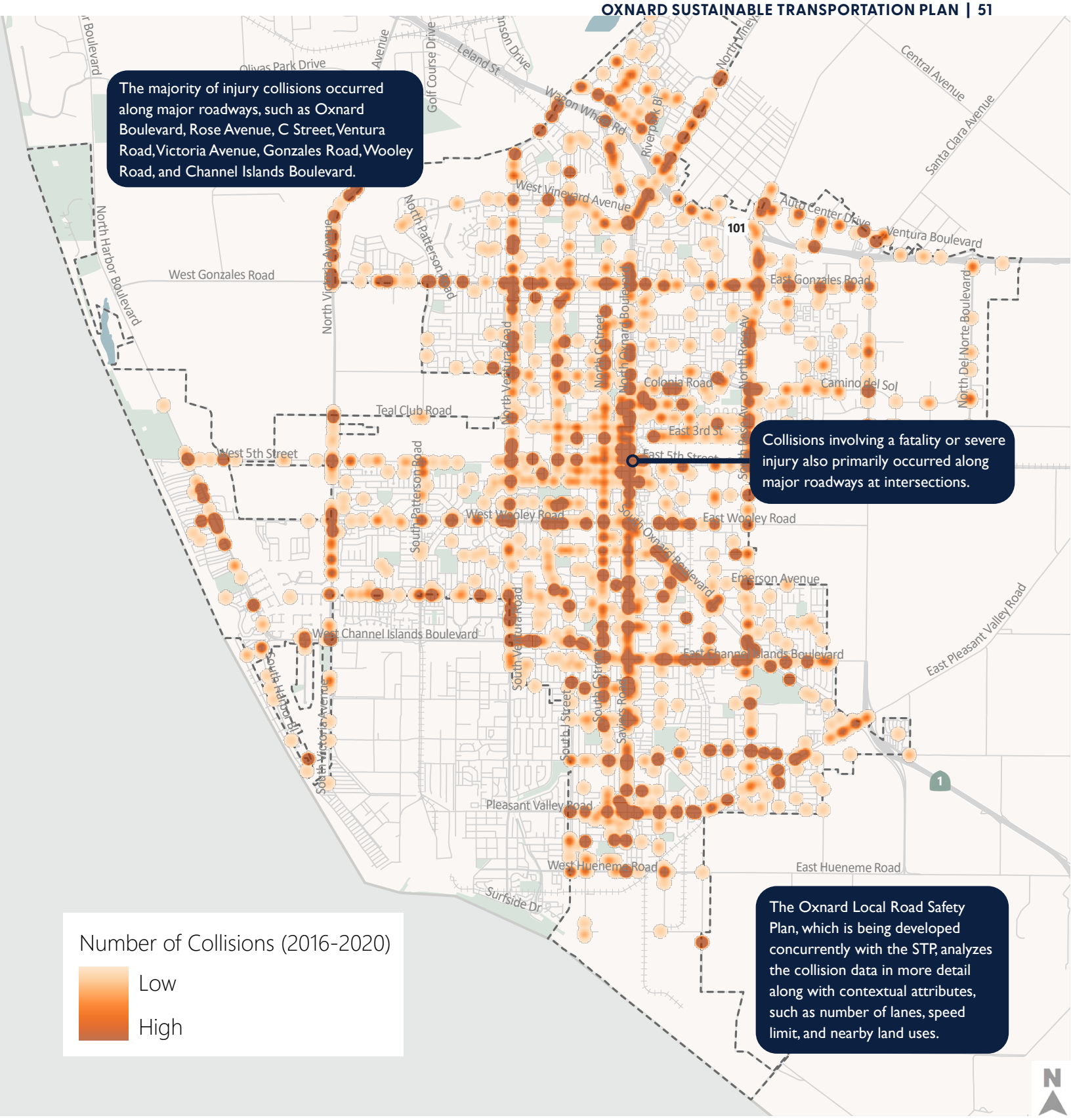
3.2.1 Estimated Pedestrian Demand & Pedestrian Collisions

This figure shows relative pedestrian demand (estimated through the Sidewalk Survey study) with collisions involving a pedestrian (2016 – 2020). Highlighted findings are noted in the callouts above.



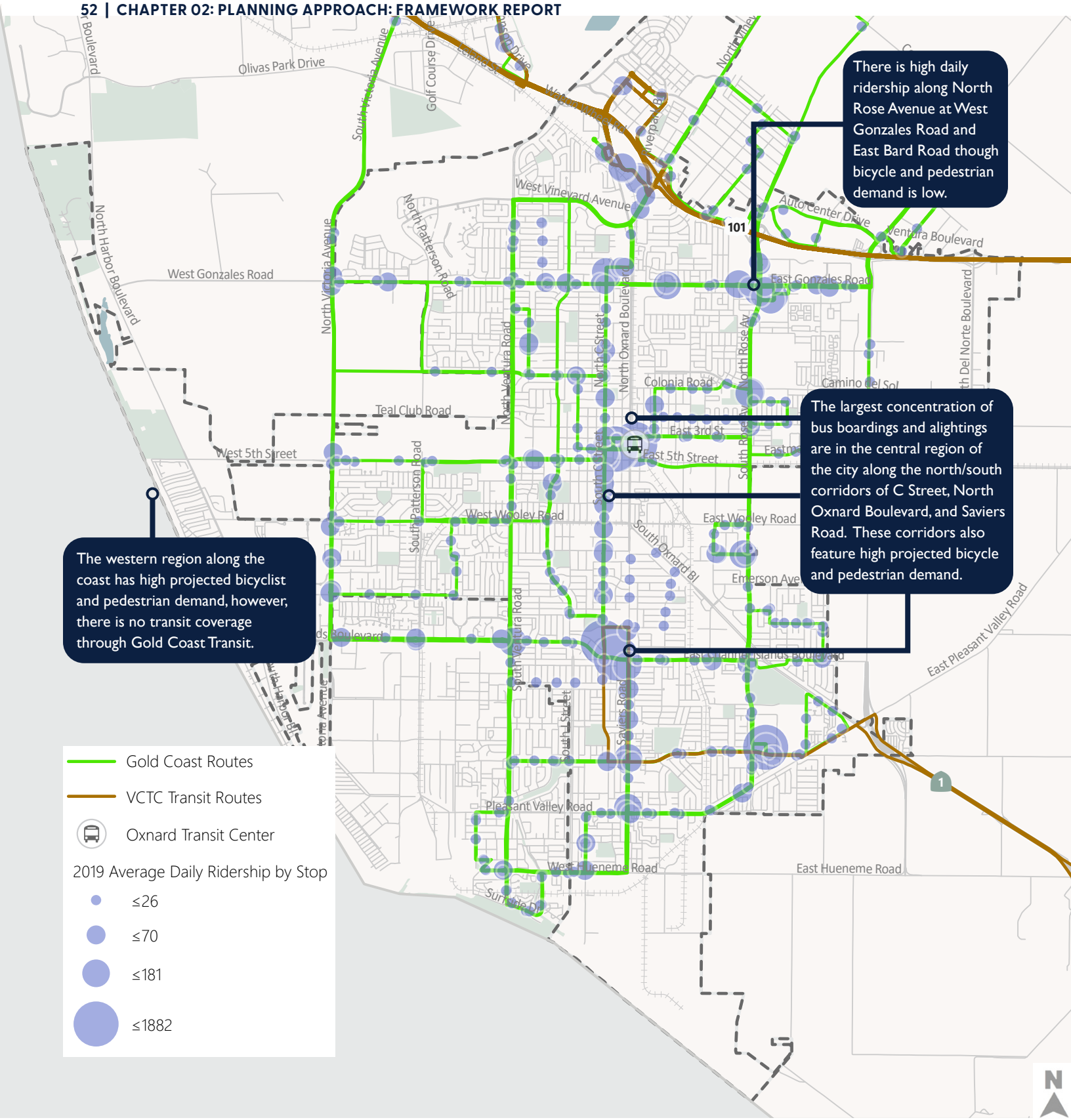
3.2.2 Existing & Proposed Bicycle Facilities with Bicycle Collisions and Projected Bicyclist and Pedestrian Demand

This figure shows bicyclist and pedestrian demand (estimated through the Bicycle and Pedestrian Master Plan) with bicycle collisions (2016 – 2020) and existing and proposed bicycle facilities in Oxnard. Highlighted findings are noted in the callouts above.



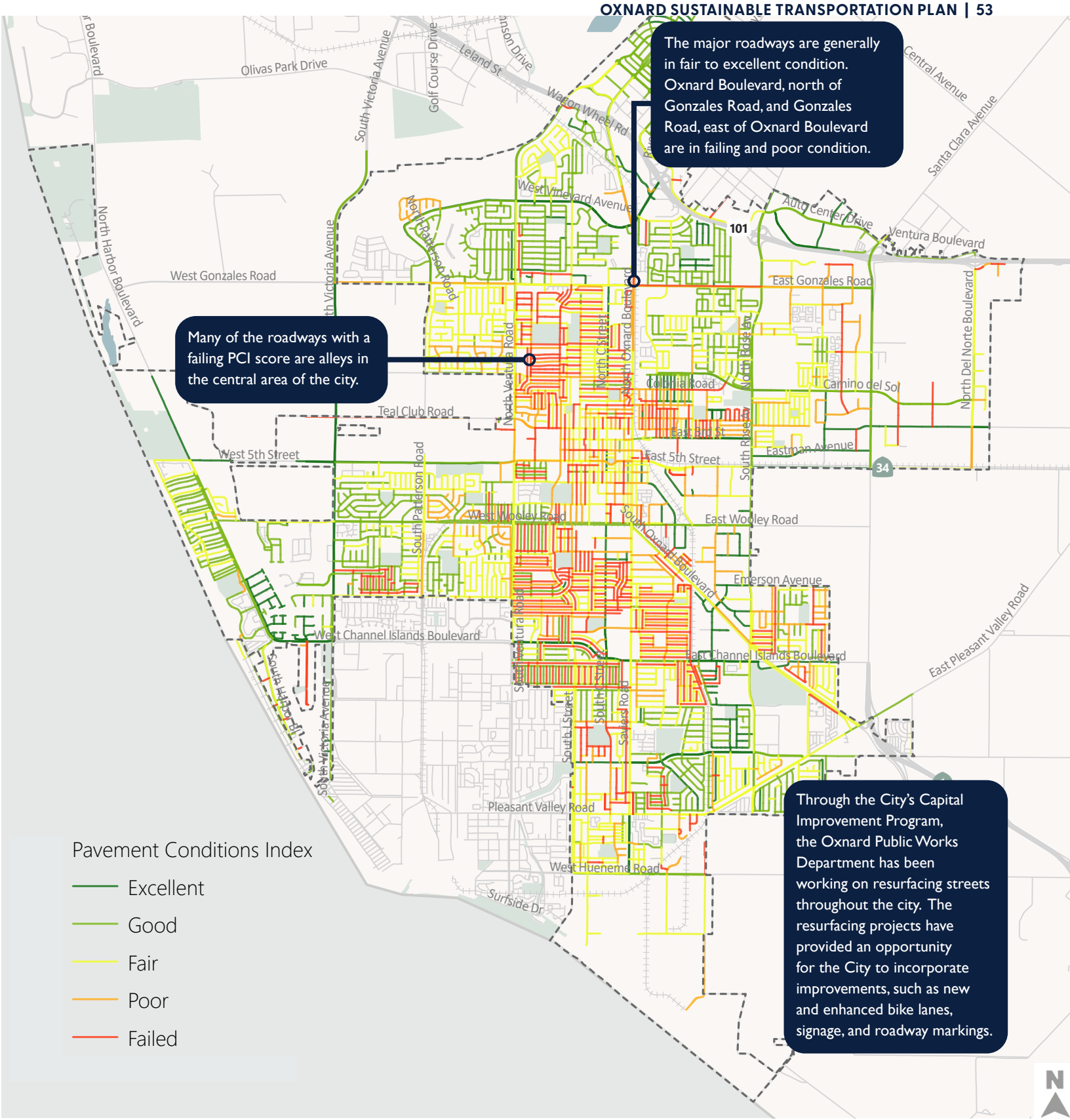
3.2.3 All Injury Collisions

This figure shows all injury collisions that occurred in Oxnard between 2016 and 2020. Highlighted findings are noted in the callouts above. Highlighted findings are noted in the callouts above.



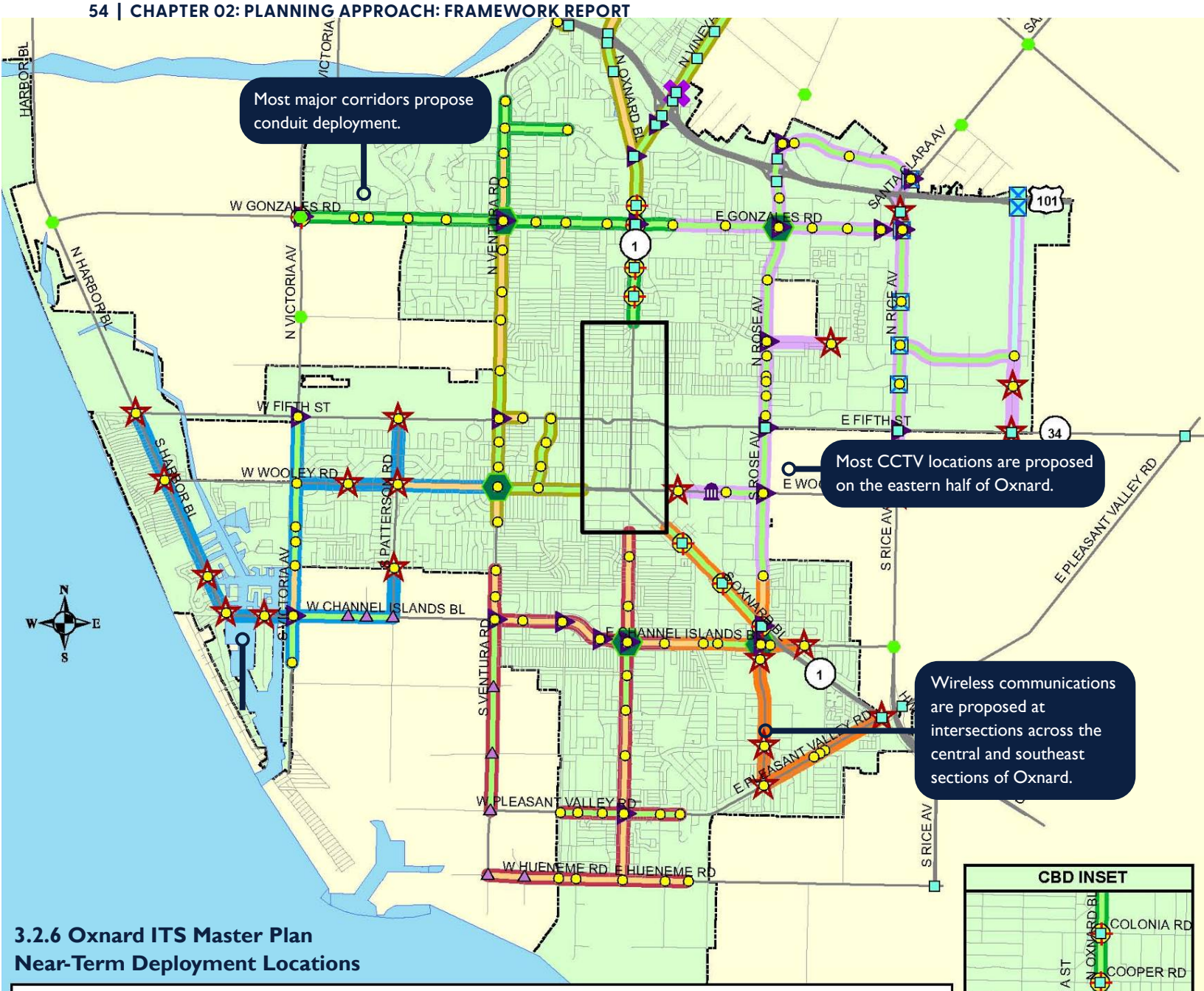
3.2.4 Transit Stops and Ridership

This figure shows the average daily ridership by stop for Gold Coast Transit District (2019), VCTC Transit stops, and the Oxnard Transit Center. Highlighted findings are noted in the callouts above.



3.2.5 Pavement Conditions Index

This figure shows the pavement conditions index (PCI) for streets maintained by the City of Oxnard. Highlighted findings are noted in the callouts above.



3.2.6 Oxnard ITS Master Plan Near-Term Deployment Locations

LEGEND

Maintaining Agency

- Caltrans
- City of Port Hueneme
- City of Oxnard
- City of Ventura
- Ventura County
- Future Caltrans
- Future City of Oxnard
- Existing Field Master

Deployment Phasing

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Phase 6

Interconnect

- Proposed Conduit
- Proposed Conduit & Fiber
- Existing Conduit, Proposed Fiber

Highlighted findings are noted in the callouts above.

- Proposed CCTV Location
- Proposed City Ethernet Hub
- Proposed Wireless Location

Facilities

- Caltrans/VCTC
- Oxnard Police Department
- Oxnard Maintainence Yard
- Oxnard City Hall/EOC/Traffic Control Room

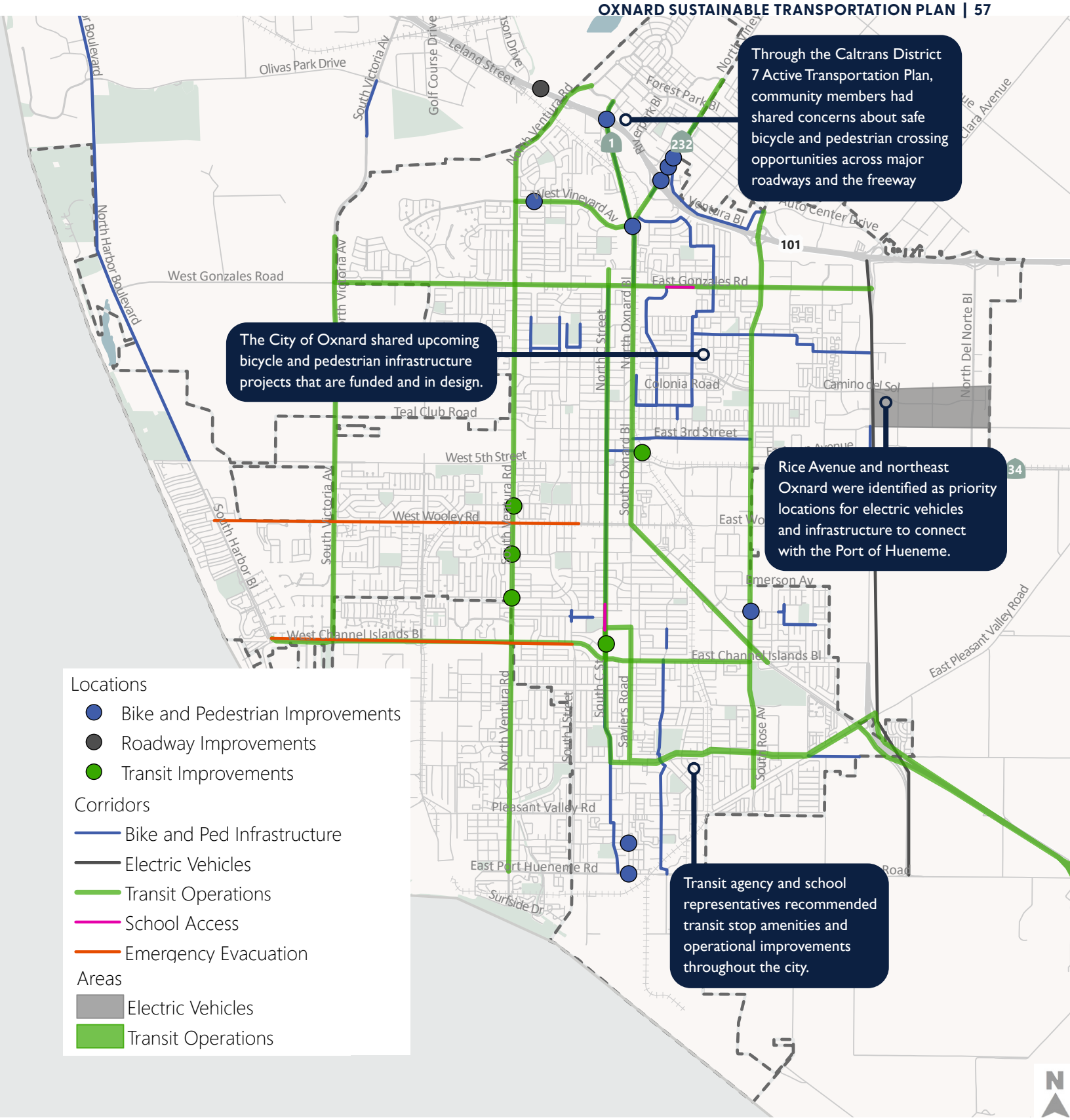
*Near-term is defined as projects that can be deployed within five years with minimal development of new technologies.

3.2.7 Noise Generating Transportation Facilities

This figure depicts transportation facilities within Oxnard that contribute to noise pollution. Highlighted findings are noted in the callouts above.

3.2.8 Truck Routes

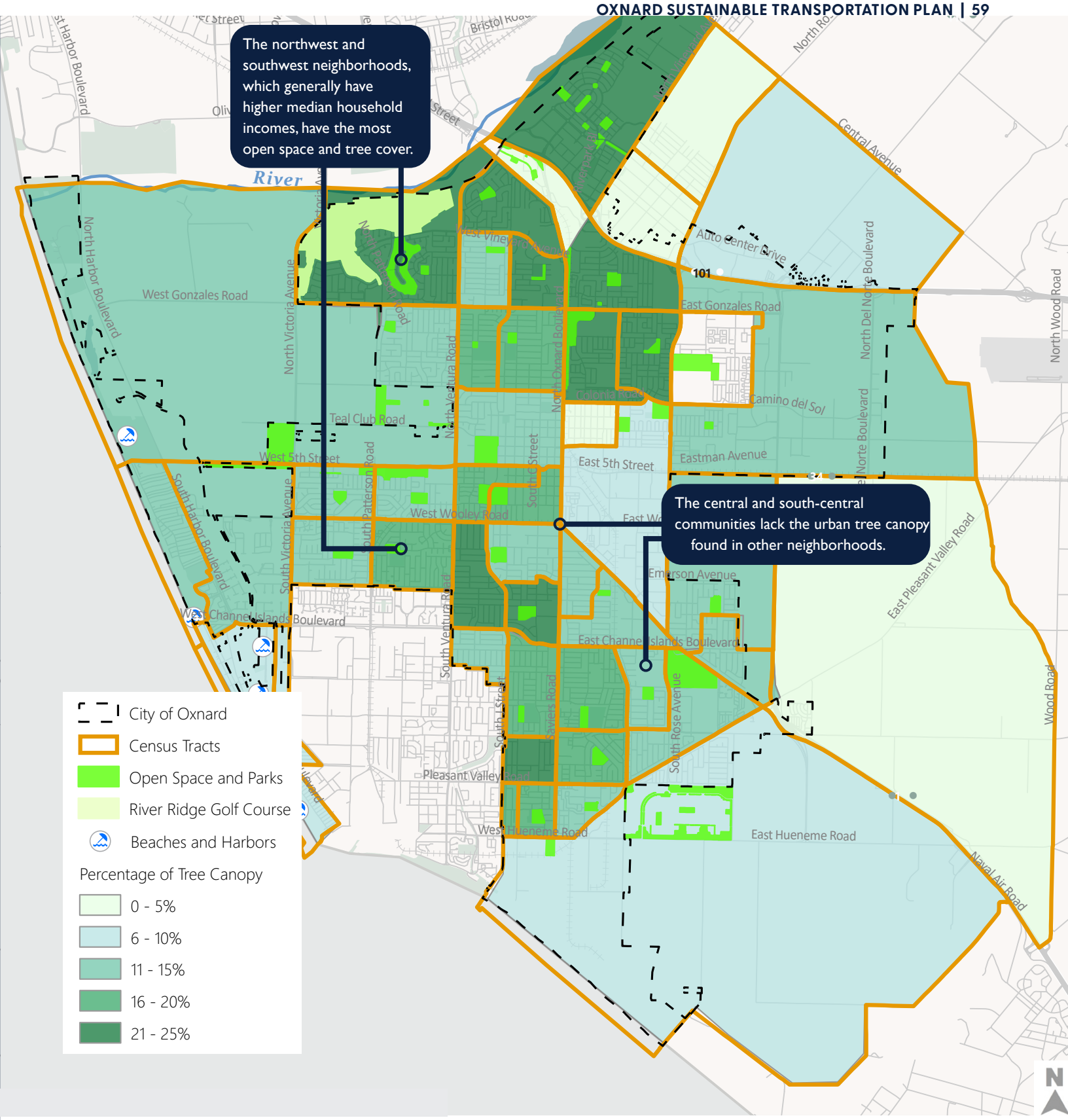
This figure shows the truck routes in and around the City of Oxnard. Highlighted findings are noted in the callouts above. Highlighted findings are noted in the callouts above.



3.2. 9 Inter-Agency Charette Input

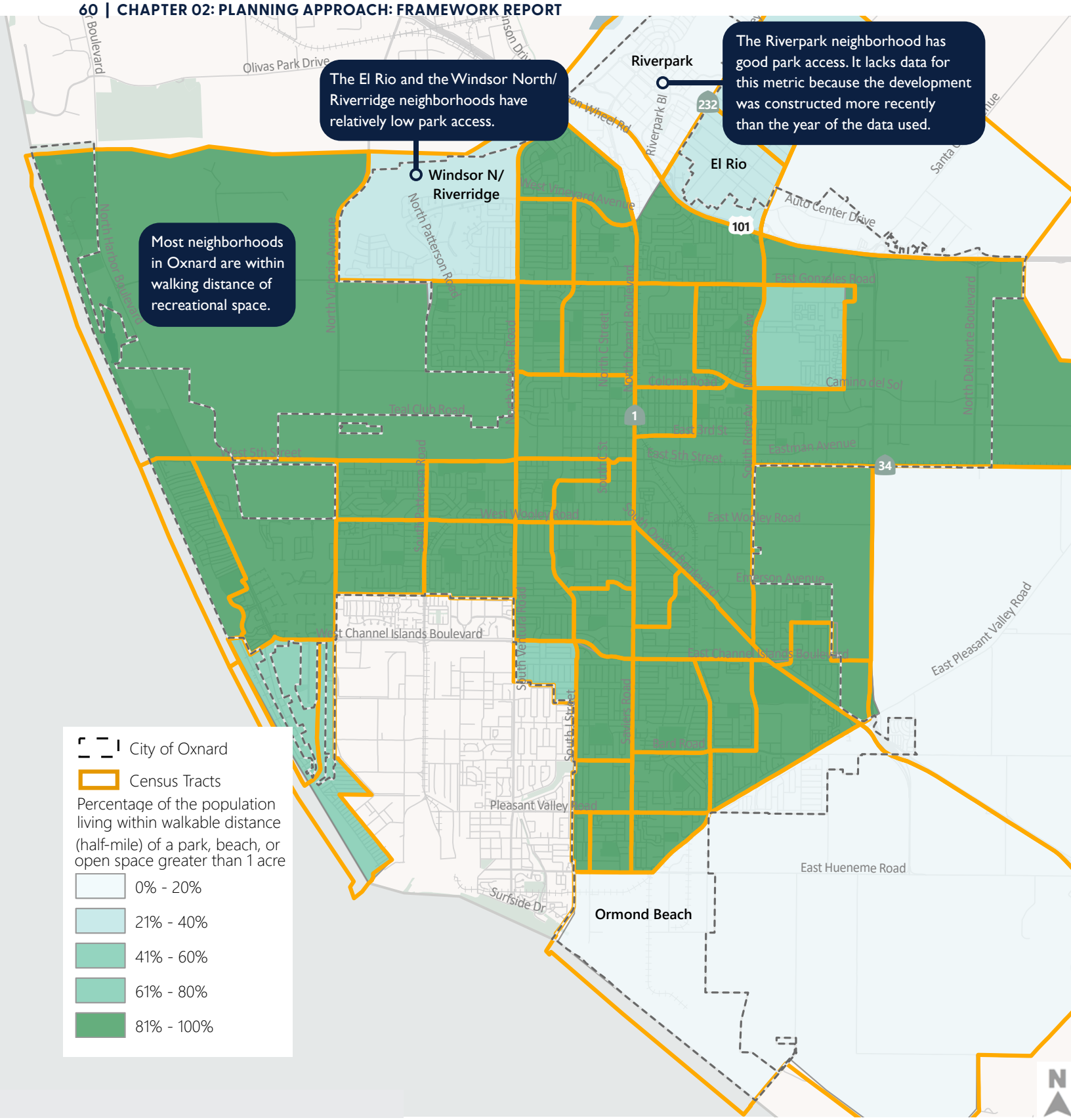
This figure categorizes the intersections, roadway corridors, and areas the Inter-Agency Charette attendees highlighted for opportunities for improvement and ongoing projects during an interactive mapping activity. Highlighted findings are noted in the callouts above.

3.3 Community Points of Interest



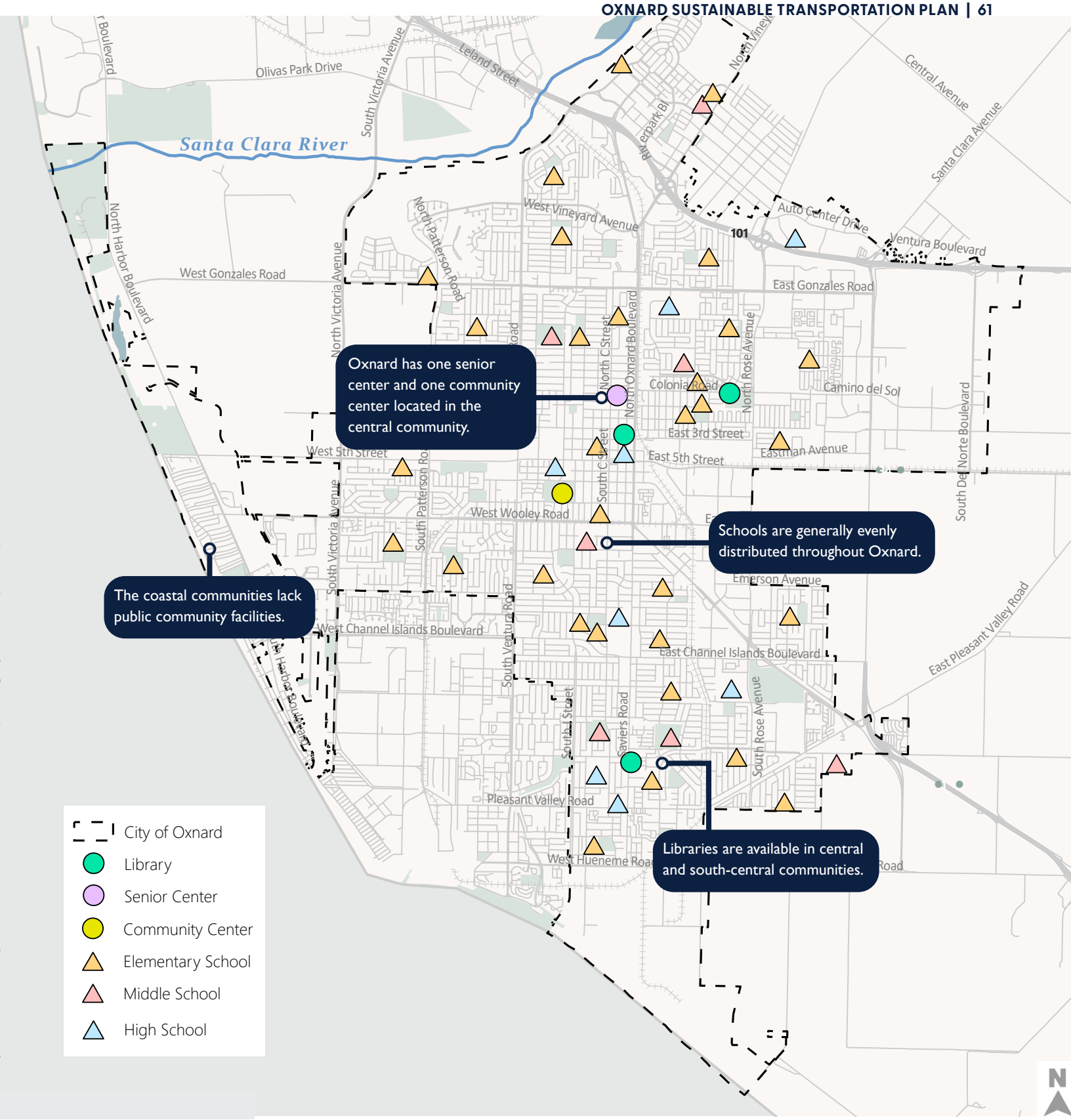
3.3.1 Open Space and Coastal Amenities

This figure identifies the location of public parks, open space, public beaches, and harbors. It also identifies areas with dense urban tree canopy. Highlighted findings are noted in the callouts above.



3.3.2 Park Access

This figure identifies the percentage of the population that lives within walkable distance (half-mile or approximately 10-minute walk) of recreational space, including a park, beach, or open space greater than 1 acre in size, for all census tracts in or partly within the Oxnard city limits. Highlighted findings are noted in the callouts above.



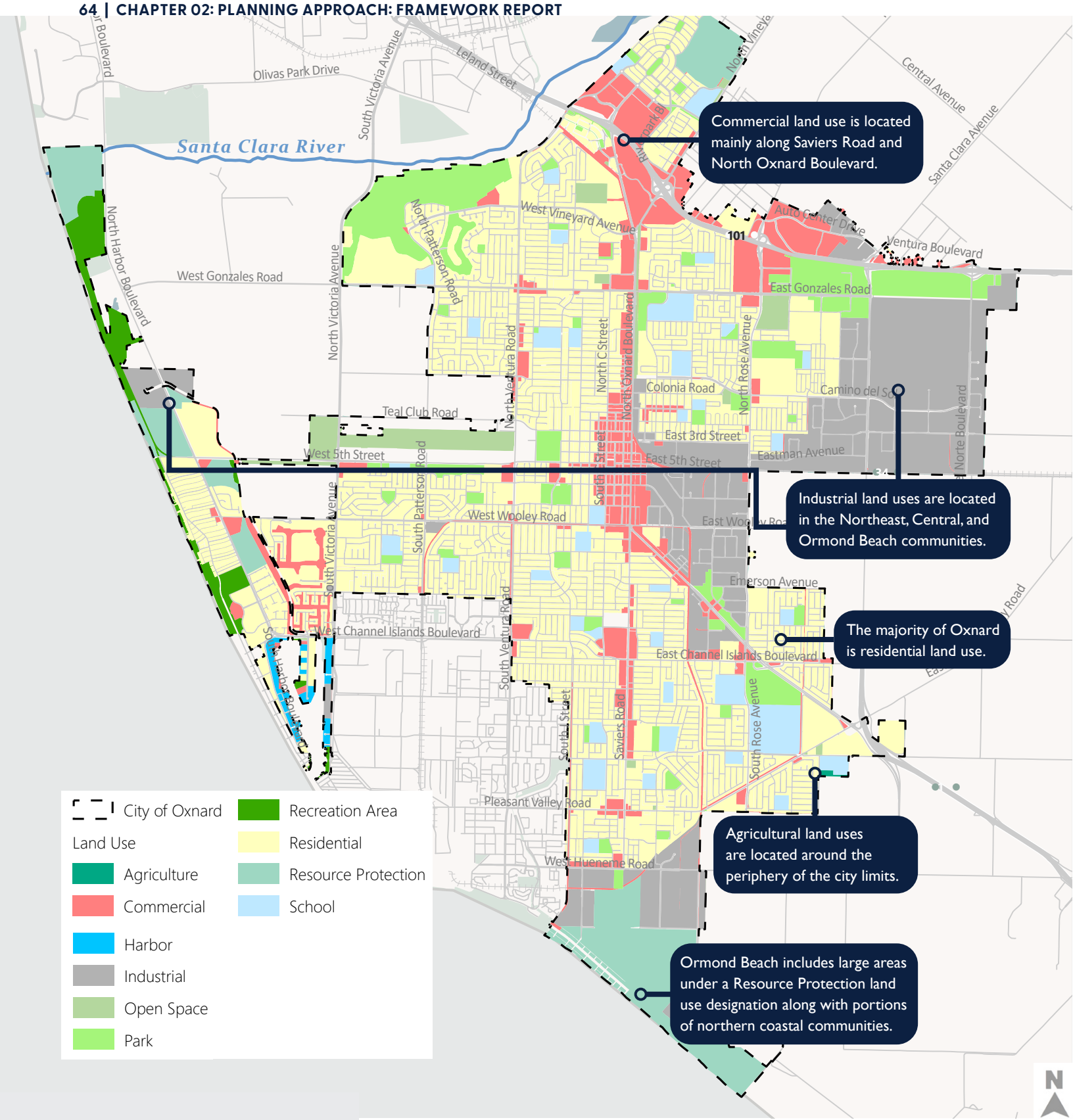
3.3.3 Community Facilities

This figure identifies the location of public facilities in Oxnard, including libraries, senior centers, schools and community centers. Highlighted findings are noted in the callouts above.

3.3.4 Historic Sites

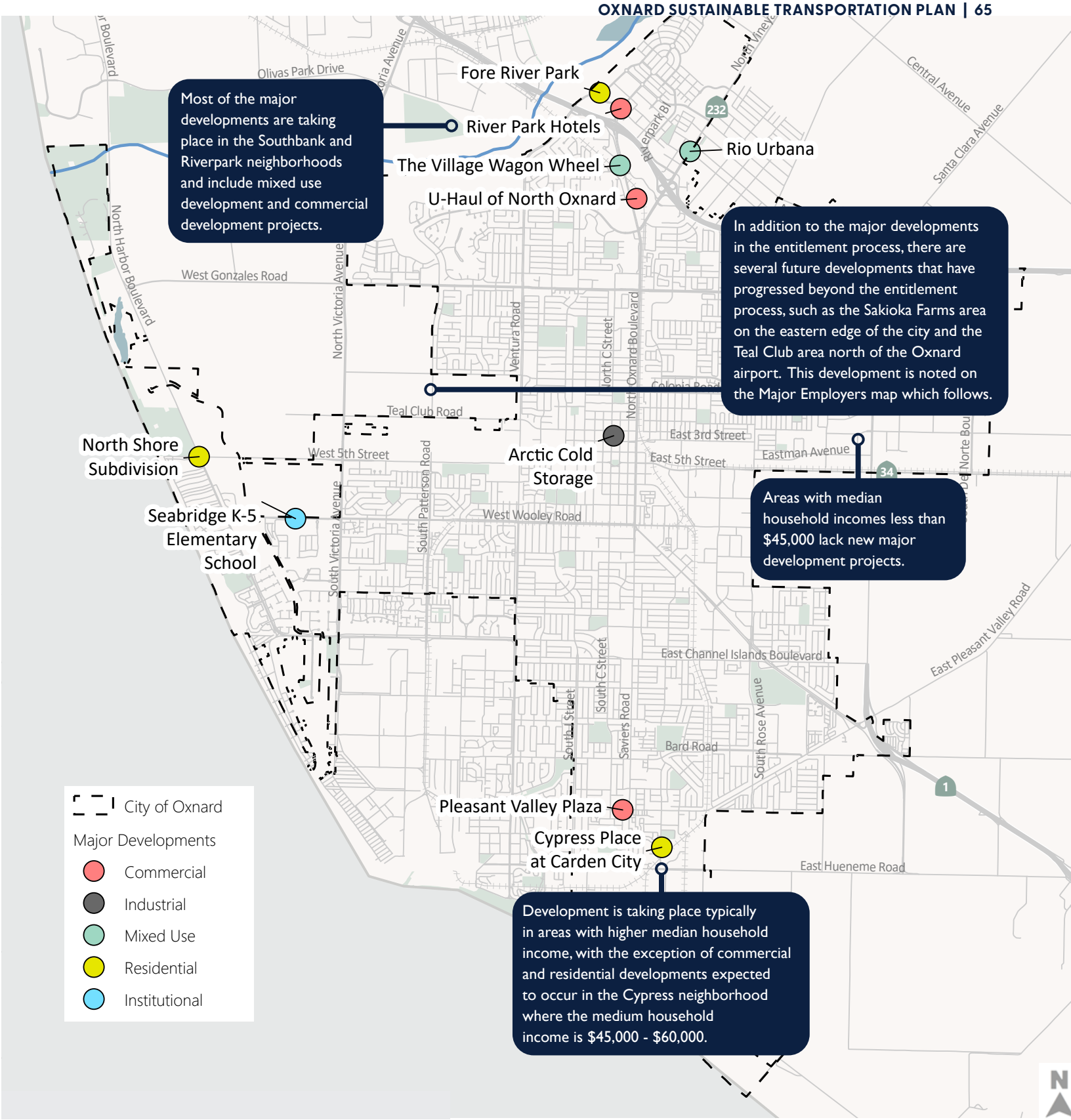
This figure depicts historic sites within Oxnard. Highlighted findings are noted in the callouts above.

3.4 Land Use



3.4.1 General Plan Land Use

This figure shows the major General Plan Land Use Designations in Oxnard. Highlighted findings are noted in the callouts above.

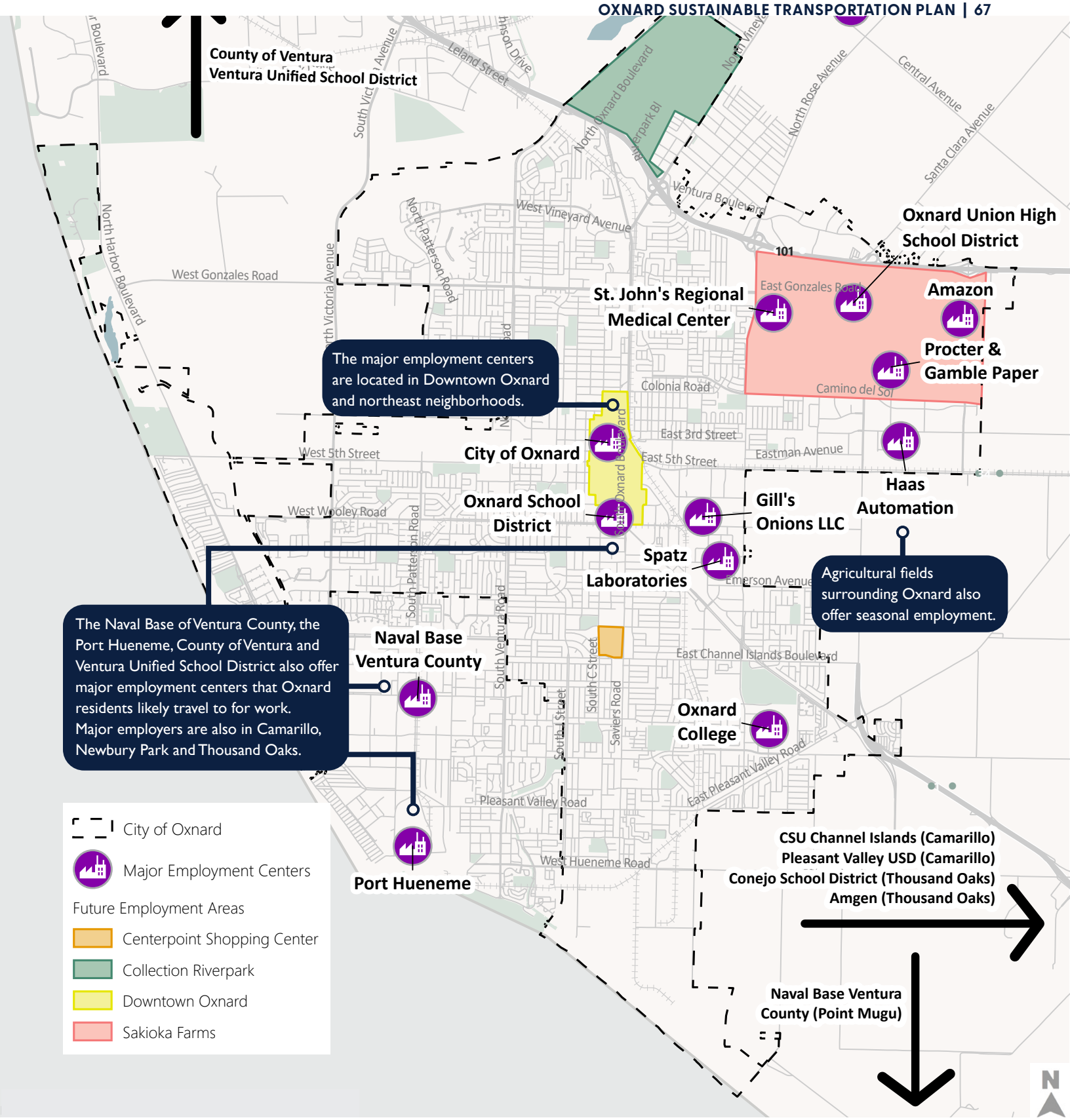


3.4.2 Major Developments in Entitlement Process (Updated April 2021)

This figure identifies major development projects in the City's permit entitlement process, as of April 2021. Highlighted findings are noted in the callouts above.

3.4.3 2021-2029 Oxnard Housing Element Update Housing Sites

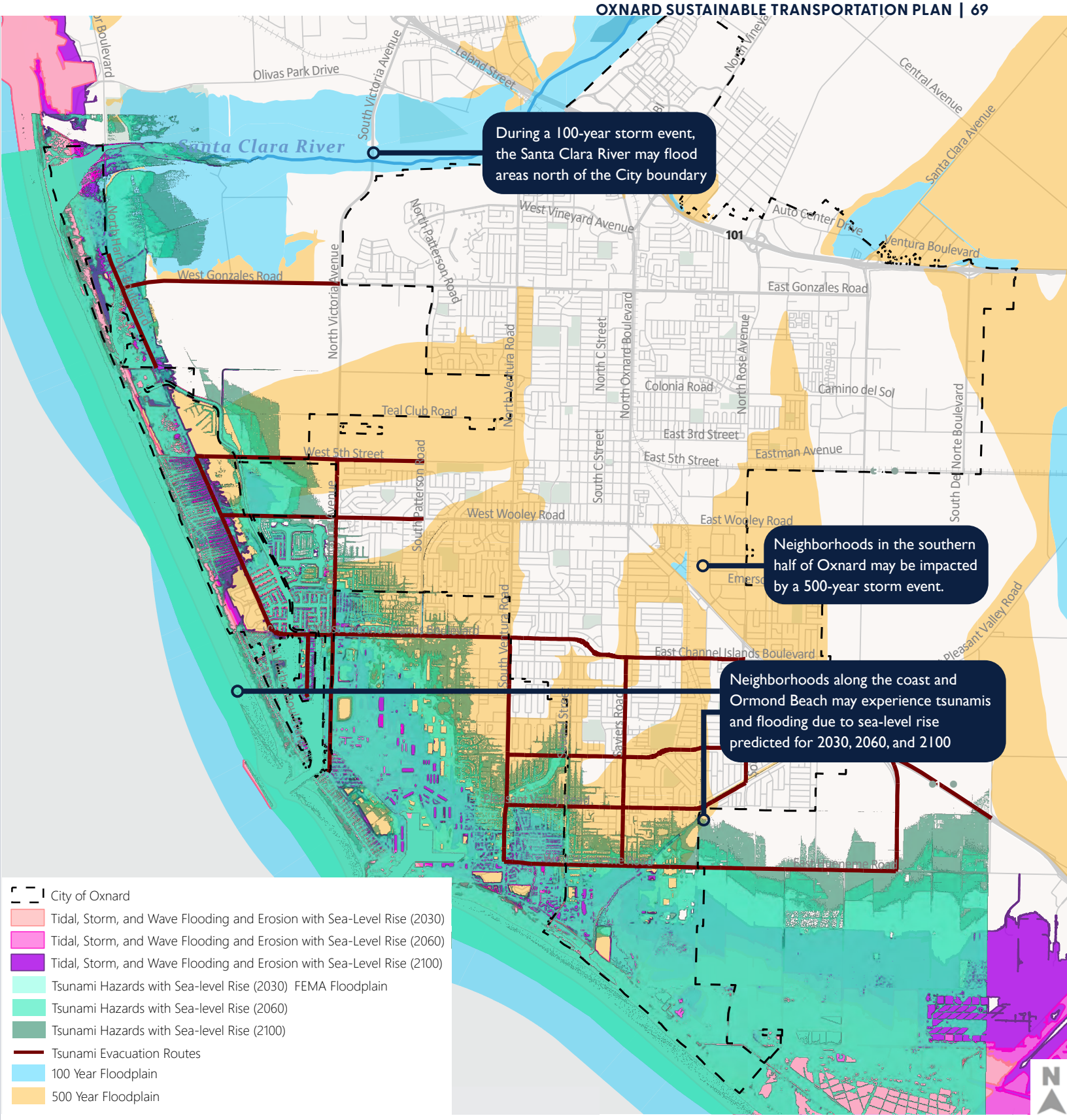
This figure depicts properties that are potential candidate sites for future housing as part of the 2021- 2029 Oxnard Housing Element update. Highlighted findings are noted in the callouts above.



3.4.4 Major Employers

This figure depicts the major employment centers and future employment areas in Oxnard as well as major employment centers in the region. Highlighted findings are noted in the callouts above.

3.5 Climate and Environmental Hazards

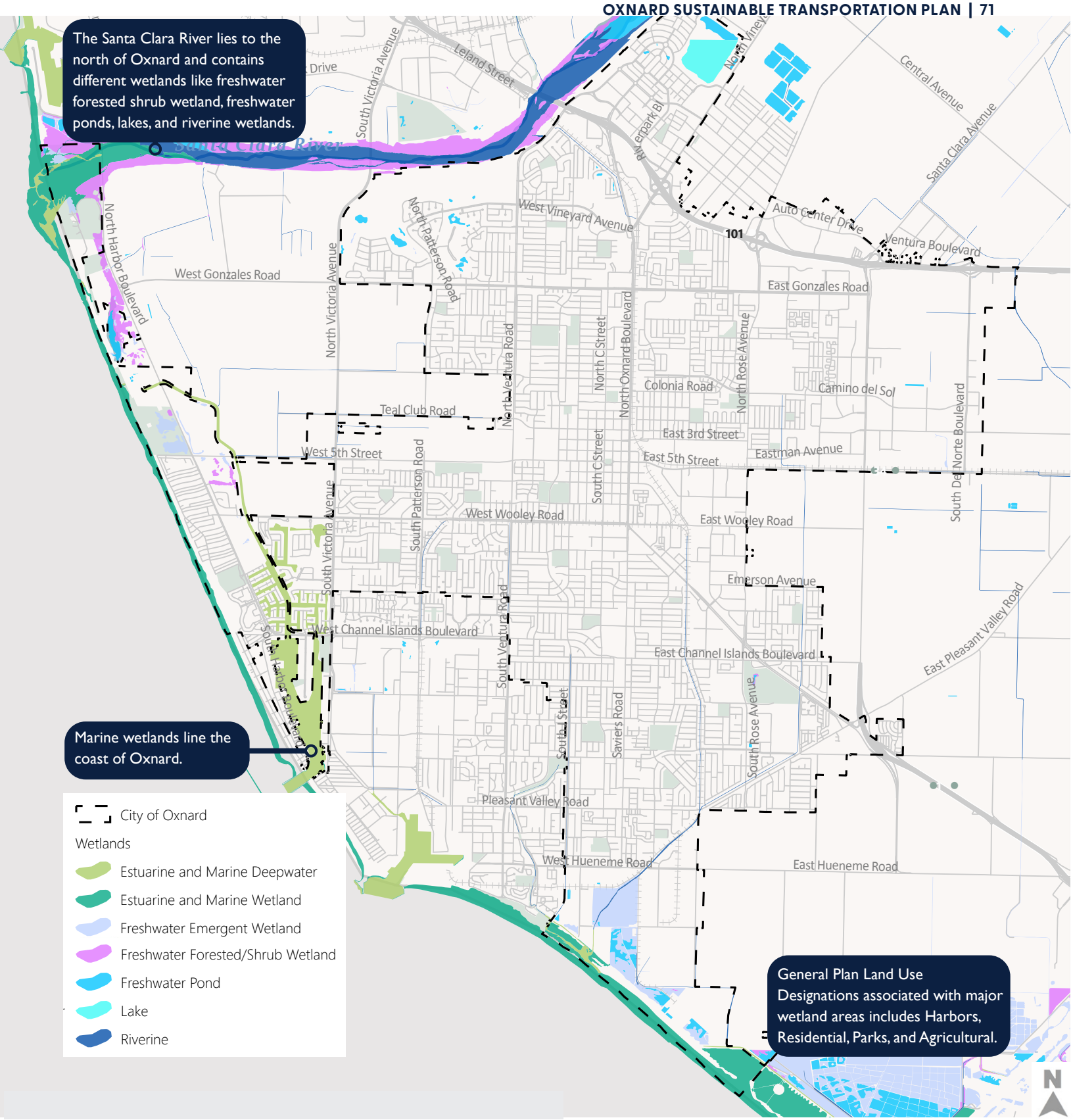


3.5.1 Climate Hazards: Sea-level Rise and Flood Hazards

This figure shows flood and sea-level rise hazards that could impact Oxnard. Although not depicted on the map, Oxnard is also at risk from extended drought conditions and extreme heat days associated with climate change. Highlighted findings are called out on the map above. Highlighted findings are noted in the callouts above.

3.5.2 Biological Resources

This figure depicts biological resources, such as critical habitats and species habitats, within Oxnard. Highlighted findings are noted in the callouts above.



3.5.3 Wetlands

This figure depicts wetland areas within and around Oxnard, including coastal wetlands and freshwater wetlands associated with the Santa Clara River. Highlighted findings are noted in the callouts above.

Framework Report

Chapter 04

Framework Report: Chapter 04

Planning Approach & Project Idea Matrix

Chapter 04

Planning Approach & Project Idea Matrix

What Can We Do?

The following planning approach and project idea matrix pairs various types of land use patterns and mobility needs in Oxnard with applicable sustainable transportation strategies to serve as a tool kit for priority locations that will be identified through upcoming community engagement. Development of land use and mobility categories was informed by the existing conditions summarized in the Map Atlas and input from the STP project team, inter-agency charette and community-based organization focus group. The land use and mobility categories are paired with sustainable transportation projects and policies informed by best practices research and application. The project idea matrix is intended to be a living document that will have additional categories and strategies added and refined based on community input.

4.1 Land Use and Mobility Categories

Fifteen land use and mobility categories have been developed for the City of Oxnard and are described in the table on the next page.

Table 1: Land Use & Mobility Categories

Categories	Definition
Transit-Related:	
First/Last Mile to Transit	Generally within a quarter-mile of transit stations and major transit stops.
Transit Opportunity Corridor	Corridor with adjacent land uses (existing or planned) and existing built environment characteristics that would support transit operations and infrastructure improvements.
Safety-Related:	
Slow Streets	Corridors with adjacent land uses (existing or planned) and existing built environment characteristics that would benefit from treatments to reduce traffic volumes and speeds.
Safe Routes to School	Generally within a quarter-mile of schools.
Safety Opportunity Corridor or Intersection	Road segments or intersections with a high number of collisions.
Residential Development:	
Wide ROW	Existing residential neighborhoods with wide rights-of-way.
No Sidewalks	Existing residential neighborhoods with limited or no sidewalks.
Major Access Barriers	Existing residential neighborhoods with access barriers, including limited connections to major roadways and limited access due to freeways.
Future Development	Areas with future planned residential development.
Commercial Development:	
Major Commercial District	Clustered retail with small and large shops. Examples include Downtown Oxnard, Centerpoint Mall, and The Collection.
Neighborhood Corridor	Smaller shops in a plaza or along a smaller arterial or collector street.
Future Development	Areas with future planned commercial development.
Other:	
Access to Recreation	Corridors that provide a connection to parks, beaches, recreation centers, and performing art centers.
Micro-mobility Hub	Generally at transit stations, major bus transfer stops, recreational destinations, and commercial destinations.
Regional Active Transportation Corridor	Corridors with adjacent land uses (existing or planned) and existing built environment characteristics that offer opportunities to install active transportation improvements that connect to adjacent jurisdictions.

The following planning approach and project idea matrix pairs various types of land use patterns and mobility needs in Oxnard with applicable sustainable transportation strategies to serve as a tool kit for priority locations that will be identified through upcoming community engagement. Development of land use and mobility categories was informed by the existing conditions summarized in the Map Atlas and input from the STP project team, inter-agency charette and community-based organization focus group. The land use and mobility categories are paired with sustainable transportation projects and policies informed by best practices research and application. The project idea matrix is intended to be a living document that will have additional categories and strategies added and refined based on community input.

4.2 Sustainable Mobility Strategies

The following strategies support safe, accessible and sustainable mobility for the City of Oxnard. Strategies reflect best practices for identified land use and mobility categories and include options that allow for short-term and long-term solutions.

4.2.1 Infrastructure Strategies

ADDITIONAL COMMUNITY/ NEIGHBORHOOD ACCESS POINTS

New vehicle, pedestrian, and/or bicycle access points to improve connectivity to a neighborhood with limited access.

BICYCLE INFRASTRUCTURE IMPROVEMENTS

Bike lane/path: New and upgraded bike lanes and/or bike paths. These bike facilities can range from paths separated from the roadway (Class I) to lanes on the roadway with vertical elements separating bicyclists from vehicles (Class IV).

Intersection bicycle infrastructure: Enhanced safety elements to facilitate bicycle crossings at intersections such as bike boxes, bike signals, bike detection at signals, protected intersections, and coordinated signal timing.

CLIMATE RESILIENCE INFRASTRUCTURE

Infrastructure that improves community resilience and adaptation to climate change by incorporating flexible design features (such as wider active transportation paths to accommodate emergency vehicles during emergency evacuation events), signs and signal modifications, and co-located mobility/ resilience hubs. This is also relevant to the "user experience improvements" category above and the "greening" category below.

GREENING

New and expanded green infrastructure such as trees, landscaping, bioswales, and permeable pavement.

NEW AND UPDATED ROADWAY SIGNAGE

New and updated roadway signage including but not limited to speed limit, school zone, and parking restrictions signs.

NEW TECHNOLOGY

Neighborhood Electric Vehicle (NEV) and Micromobility Lane: Lanes dedicated for the sole use of NEVs and micromobility.

Micromobility station: Locations where residents can access shared micromobility such as scooter chargers, e-bike chargers, and parking corrals.

Electric Vehicle (EV) charging infrastructure in the Public Right of Way (PROW): Expanded access to charging stations for electric vehicles along the curb and in public parking lots.

PARKLETS

Sidewalk extensions that allow for parking spaces to be converted to micro-parks that expand use of public space.

PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS

Sidewalks: New and upgraded sidewalks. Sidewalk upgrades can include widening and repairs and curb ramp improvements.

Signalized Intersection Pedestrian Crossing Infrastructure: Enhanced safety elements to facilitate crossings at signalized intersections including but not limited to high-visibility crosswalks, curb extensions, pedestrian refuge islands, leading pedestrian intervals, accessible pedestrian signals, pedestrian push buttons, pedestrian scrambles (pedestrian-only phase), and pedestrian countdowns.

Mid-Block and Unsignalized Pedestrian Crossing Infrastructure: Enhanced safety elements to facilitate mid-block and unsignalized intersection crossings including Pedestrian Hybrid Beacons (PHB), Rectangular Rapid-Flashing Beacons (RRFBs), high-visibility crosswalks, pedestrian refuge islands, and curb extensions.

Landscaped Parkways: Located between the sidewalk and the street, landscaped parkways can provide a

variety of benefits for pedestrians including a buffer from traffic and shade. Pedestrian navigation and ADA accessibility can also be improved as it provides sidewalk-adjacent space for signage, street lighting, utilities, and driveway ramps. The buffers also facilitate the installation of dual or "directional" curb ramps at corners. This is also relevant to the "user experience improvements" and "greening" categories described below.

TRAFFIC CALMING AND SAFETY IMPROVEMENTS

Intersection signal improvements: Enhanced safety elements such as protected left turns and no-right-turn-on-red (NRTOR) restrictions.

Traffic calming: Strategies to limit high speeds including lane narrowing, repurposing excess right-of-way, speed humps, speed tables, traffic circles, and reduced corner radii.

TRANSIT INFRASTRUCTURE

Infrastructure that supports transit use such as bus only lanes, bus landing pads, transit signal priority, and bus shelters.

USER EXPERIENCE IMPROVEMENTS

New and upgraded facilities in the public realm such as street furniture, increased shade, wayfinding, and lighting.

4.2.2 Policy and Program Strategies

CURB SPACE MANAGEMENT

Facilitating the use of the curb by identifying zones and standards for the multiple users. Uses can include commercial loading, general parking, transit, and micromobility.

EMERGENCY MANAGEMENT

Facilitating the use of the right-of-way for emergency access and/or evacuation through operational or programmatic improvements such as reversible lanes and flexible signal operations, to improve community resilience.

EV CHARGING STANDARDS

Charging infrastructure standards for charging stations at new and existing developments to enable EV fleet transition.

FRONTAGE STANDARDS FOR NEW DEVELOPMENTS

Standards that require new development to adhere to the local community context and preference, including elements that improve walkability (e.g. sidewalk furniture/ landscaping zones, transparent windows and doors adjacent to the sidewalk, maintenance of a primary entrance along the sidewalk, and location of parking behind the building).

MICROMOBILITY

Implementation of shared micromobilty options and policies for programs such as bikeshare and scooter share.

MICROMOBILITY RESTRICTIONS

Implementation of restrictions based on safety and community need such as setting speed limits and restricting micromobility access in public where use may cause conflicts.

PEDESTRIAN AND BIKE ACCESS STANDARDS

Design standards for new developments that ensure safe and convenient access for people walking and biking.

REVISED DESIGN STANDARDS TO ACCOMMODATE MICROMOBILITY

Updated design standards in the public right of way that allow for use of micromobility options.

SCHOOL ROUTE MAP

This program identifies preferred routes in the neighborhood for students who walk or bike to school based on the location of signalized or enhanced crossings, bike lanes, and sidewalks. Schools, the City, and local community members work to develop a map that can be shared with students and families.

TRANSIT ORIENTED DEVELOPMENT (TOD)

Strategies that set standards for new development for improved access and connection to transit and active transportation, and/or zoning modifications to allow higher densities near transit corridors.

TRANSPORTATION DEMAND MANAGEMENT (TDM)

Programmatic strategies and incentives to reduce vehicle travel demand, with an emphasis during peak periods of travel.

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

4.3 Project Idea Matrix

The land use and mobility categories and sustainable transportation strategies were combined into two matrices that will serve as a project idea toolkit for locations that will be identified through community input. Strategies for each land use and mobility category were identified by referencing best practice reports by the National Association of City Transportation Officials (NACTO), Caltrans, National Highway Transportation Safety Administration (NHTSA), and Federal Highway Administration. Each location will fall under one or more categories. Two project idea matrices have been developed: infrastructure strategies (**Table 2**) and planning strategies (**Table 3**). Each row is a land use or mobility category, and the applicable strategies are marked with check mark in the columns.

The matrices are intended to be a starting point for project ideas, as context is critical to develop relevant and feasible sustainable transportation projects. Although a location may fall under a certain land use or mobility category, the viability of corresponding strategies will depend on the local roadways, existing conditions, and community feedback. Therefore, once locations are identified, the STP project team will work with the City and community to determine the strategies that best fit the local community. Although the matrices were developed for the STP, the intent is that they can also serve as a resource for projects in the City that are identified outside the STP process.

Table 2: Project Idea Matrix: Infrastructure Strategies

LAND USE AND MOBILITY CATEGORIES	Additional community/ neighborhood access points	Bicycle infrastructure improvements	Climate resilience infrastructure	Greening	New technology	New and updated roadway signage	Parklets	Pedestrian infrastructure improvements	Traffic calming and safety improvements	Transit infrastructure	User experience improvements
Transit-Related:											
First/Last Mile to Transit	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Transit Opportunity Corridor		✓	✓	✓				✓	✓	✓	✓
Safety-Related:											
Slow Streets		✓		✓	✓	✓	✓	✓	✓		
Safe Routes to School	✓	✓	✓	✓		✓		✓	✓		✓
Safety Opportunity Corridor or Intersection		✓						✓	✓		✓
Residential Development:											
Wide ROW		✓		✓	✓		✓	✓	✓		
No Sidewalks		✓		✓	✓			✓	✓		
Major Access Barriers	✓	✓			✓			✓	✓		
Future Development		✓	✓	✓	✓			✓	✓	✓	✓
Commercial Development:											
Major Commercial District		✓	✓	✓	✓		✓	✓	✓	✓	✓
Neighborhood Corridor		✓	✓	✓	✓		✓	✓	✓	✓	✓
Future Development		✓	✓	✓	✓		✓	✓	✓	✓	✓
Other:											
Access to Recreation	✓	✓	✓	✓			✓	✓	✓	✓	
Micro-mobility Hub		✓	✓	✓	✓		✓	✓	✓	✓	✓
Regional Active Transportation Corridor		✓	✓	✓	✓	✓		✓	✓		✓

Table 3: Project Idea Matrix: Policies and Programs

LAND USE AND MOBILITY CATEGORIES	Curb space management	Emergency management	EV charging standards	Frontage standards for new developments	Micromobility	Micromobility Restrictions	Pedestrian and bike access standards	Revised design standards to accommodate micromobility	School Route Map	Transit-Oriented Development (TOD)	Transportation demand management (TDM)
Transit-Related:											
First/Last Mile to Transit			✓		✓	✓	✓	✓		✓	
Transit Opportunity Corridor	✓	✓					✓			✓	
Safety-Related:											
Slow Streets					✓	✓					
Safe Routes to School	✓				✓	✓	✓	✓	✓		
Safety Opportunity Corridor or Intersection		✓				✓	✓		✓		
Residential Development:											
Wide ROW									✓		
No Sidewalks							✓		✓		
Major Access Barriers							✓		✓		
Future Development		✓		✓			✓		✓	✓	✓
Commercial Development:											
Major Commercial District	✓	✓	✓		✓	✓	✓			✓	✓
Neighborhood Corridor	✓		✓		✓		✓				✓
Future Development	✓	✓	✓	✓	✓		✓	✓		✓	✓
Other:											
Access to Recreation			✓		✓	✓	✓				
Micro-mobility Hub	✓		✓		✓	✓		✓		✓	
Regional Active Transportation Corridor		✓					✓	✓			

Example Location: Gonzales Road & Rose Avenue

Relevant Land Use & Mobility Categories for this location:

- First last mile to transit
- Transit opportunity corridor
- Safety opportunity intersection
- Major commercial district
- Future commercial development
- Micro-mobility hub

Primary Infrastructure Strategies- applicable at all related land use categories:

- Bicycle infrastructure improvements
- Pedestrian infrastructure improvements
- Traffic calming & safety improvements
- User experience improvements (shade, street furniture)

Secondary Infrastructure Strategies- applicable at a subset of related land use categories:

- Additional access points
- Climate resilience infrastructure
- Greening
- New technology
- New & upgraded roadway signage
- Parklets
- Transit Infrastructure

Table 4: Example Application of Infrastructure Matrix at Gonzales Rd. & Rose Ave

✓ *sustainable transportation strategies relevant to this location*

LAND USE AND MOBILITY CATEGORIES	Additional Community/ Neighborhood Access Points	Bicycle Infrastructure Improvements	Climate Resilience Infrastructure	Greening	New Technology	New and Updated Roadway Signage	Parklets	Pedestrian Infrastructure Improvements	Traffic Calming and Safety Improvements	Transit Infrastructure	User Experience Improvements
Transit-Related:											
First/Last Mile to Transit	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Transit Opportunity Corridor		✓	✓	✓				✓	✓	✓	✓
Safety-Related:											
Slow Streets		✓		✓	✓	✓	✓	✓	✓		
Safe Routes to School	✓	✓	✓	✓		✓		✓	✓		✓
Safety Opportunity Corridor or Intersection		✓						✓	✓		✓
Residential Development:											
Wide ROW		✓		✓	✓		✓	✓	✓		
No Sidewalks		✓		✓	✓			✓	✓		
Major Access Barriers	✓	✓			✓			✓	✓		
Future Development		✓	✓	✓	✓			✓	✓	✓	✓
Commercial Development:											
Major Commercial District		✓	✓	✓	✓		✓	✓	✓	✓	✓
Neighborhood Corridor		✓	✓	✓	✓		✓	✓	✓	✓	✓
Future Development		✓	✓	✓	✓		✓	✓	✓	✓	✓
Other:											
Access to Recreation	✓	✓	✓	✓			✓	✓	✓	✓	
Micro-mobility Hub		✓	✓	✓	✓		✓	✓	✓	✓	✓
Regional Active Transportation Corridor		✓	✓	✓	✓	✓		✓	✓		✓

Example Location: C Street Corridor (Gonzales Rd to Pleasant Valley Rd)

Relevant Land Use & Mobility Categories for this location:

- First/last mile to transit
- Slow streets
- Safe routes to school
- Future residential development
- Neighborhood corridor
- Access to recreation

Primary Infrastructure Strategies- applicable at all related land use categories:

- Bicycle infrastructure improvements
- Greening
- Pedestrian infrastructure improvements
- Traffic calming & safety improvements

Secondary Infrastructure Strategies- applicable at a subset of related land use categories:

- Additional community/ neighborhood access points
- Climate resilience infrastructure
- New & upgraded roadway signage
- New technology
- Parklets
- Transit infrastructure
- User experience improvements (shade, street furniture)

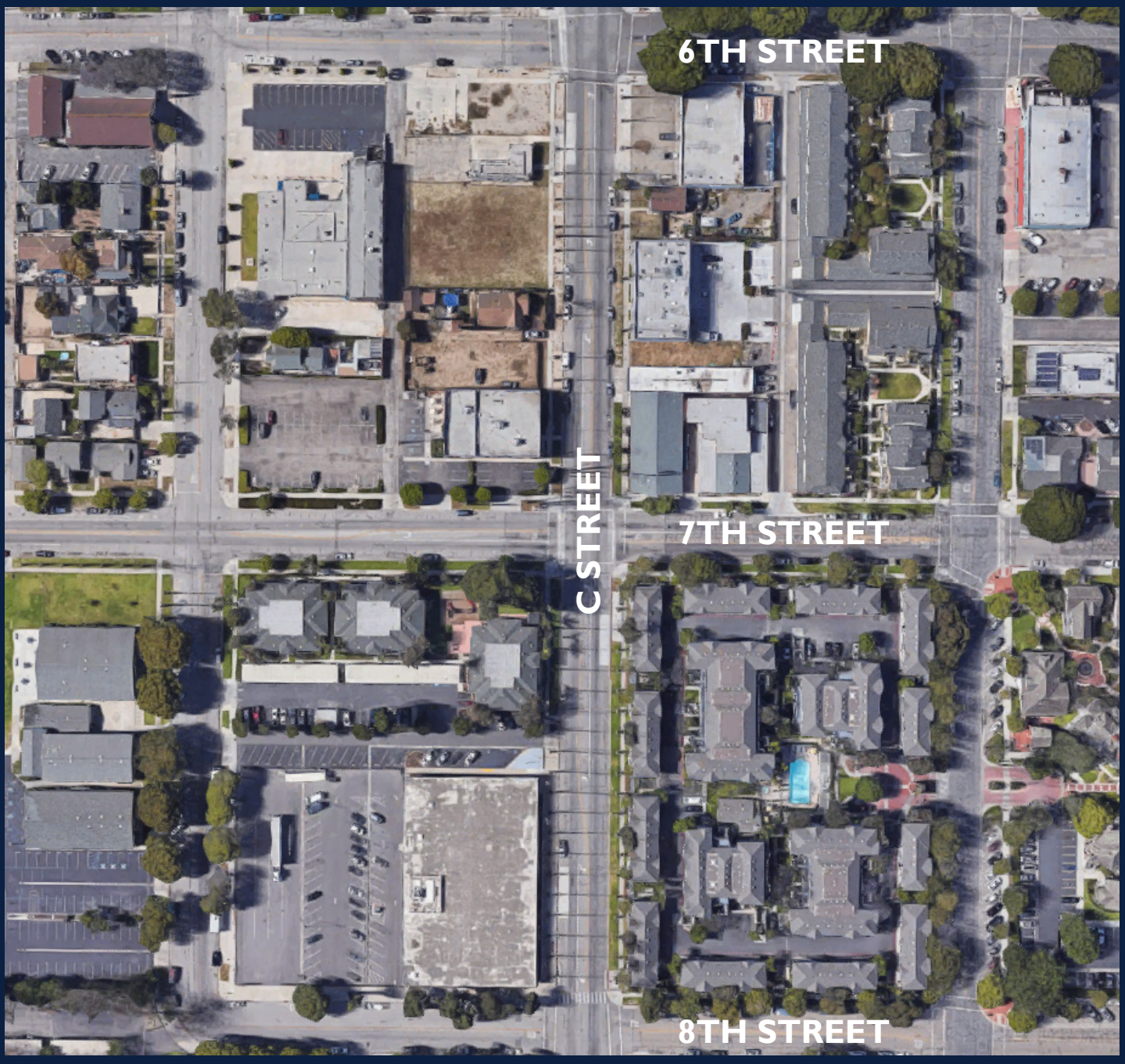


Table 5: Example Application of Infrastructure Matrix at C Street Corridor

✓ *sustainable transportation strategies relevant to this location*

LAND USE AND MOBILITY CATEGORIES	Additional Community/ Neighborhood Access Points	Bicycle Infrastructure Improvements	Climate Resilience Infrastructure	Greening	New and Updated Roadway Signage	New Technology	Parklets	Pedestrian Infrastructure Improvements	Traffic Calming and Safety Improvements	Transit Infrastructure	User Experience Improvements
Transit-Related:											
First/Last Mile to Transit	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Transit Opportunity Corridor		✓	✓	✓				✓	✓	✓	✓
Safety-Related:											
Slow Streets		✓		✓	✓	✓	✓	✓	✓		
Safe Routes to School	✓	✓	✓	✓		✓		✓	✓		✓
Safety Opportunity Corridor or Intersection		✓						✓	✓		✓
Residential Development:											
Wide ROW		✓		✓	✓		✓	✓	✓		
No Sidewalks		✓		✓	✓			✓	✓		
Major Access Barriers	✓	✓			✓			✓	✓		
Future Development		✓	✓	✓	✓			✓	✓	✓	✓
Commercial Development:											
Major Commercial District		✓	✓	✓	✓		✓	✓	✓	✓	✓
Neighborhood Corridor		✓	✓	✓	✓		✓	✓	✓	✓	✓
Future Development		✓	✓	✓	✓		✓	✓	✓	✓	✓
Other:											
Access to Recreation	✓	✓	✓	✓			✓	✓	✓	✓	
Micro-mobility Hub		✓	✓	✓	✓		✓	✓	✓	✓	✓
Regional Active Transportation Corridor		✓	✓	✓	✓	✓		✓	✓		✓

4.4 What Comes Next?

This Framework Report documents the background and existing conditions within Oxnard, and sets the approach for developing the STP. The Framework Report incorporates:

- Input from an Inter-Agency Charette to gather information from agency stakeholders at the city, county, and regional level
- Map atlas development and review of spatial trends across the City
- Review and summary of all relevant City of Oxnard, County of Ventura, transit agency, and regional plans
- Development of Framework Matrices

The forthcoming STP will build from this Framework Report and describe a vision for the future of sustainable transportation in Oxnard. In the coming year, extensive community engagement will be conducted to help shape this vision, identify key locations, and articulate which types of projects will help make progress towards the vision.

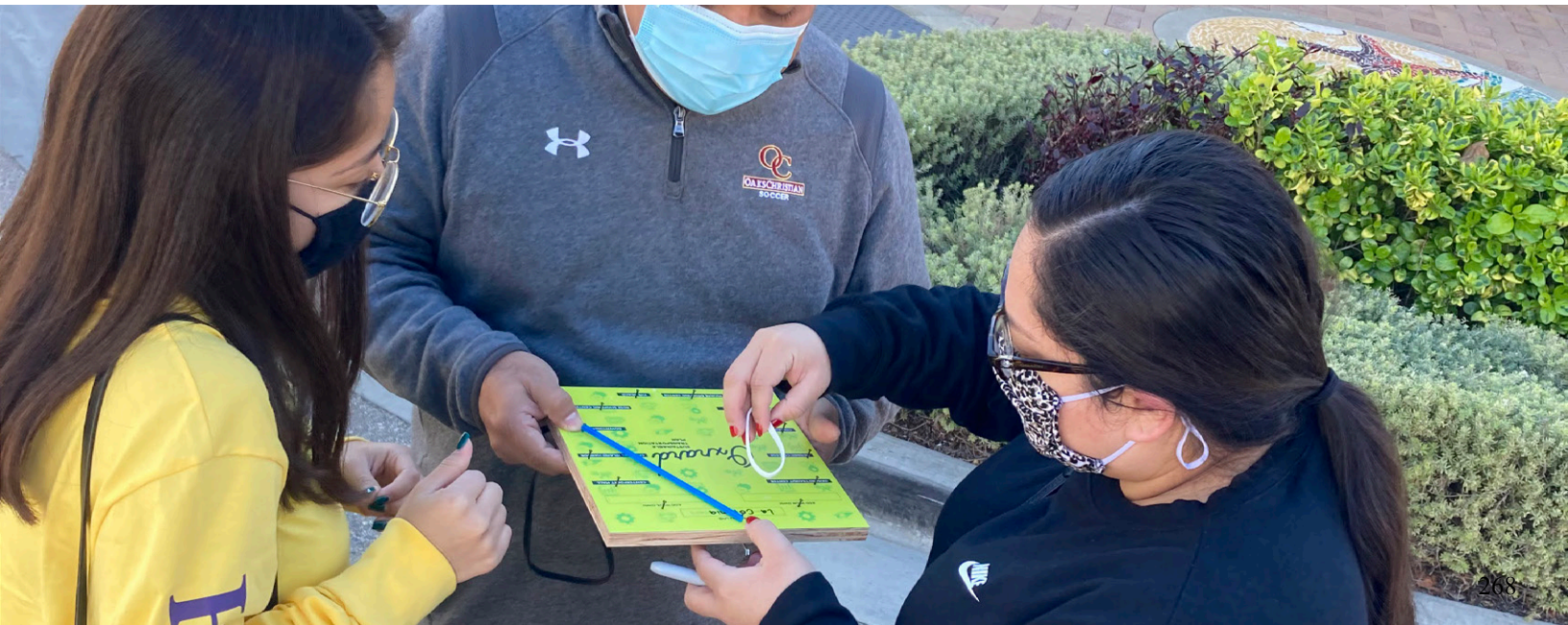
Community engagement in support of the STP will include:

- **Advisory committee meetings:** City departments and agency representatives share input received from their engagement activities and provide input on preliminary project ideas, project alternatives, and draft plan.
- **Demonstration projects:** temporary installation of a potential project with a virtual walking tour.
- **Focus group meetings:** community-based organizations provide input on project goals, outreach methods, and priority locations.
- **Virtual Workshops:** additional community-based organizations, identified through the focus group, provide input on project goals, priority locations, and priority concerns through in-depth conversations.

In addition to this Framework Report, the STP will include additional resources to help build momentum for the City to implement sustainable transportation projects. The STP will include:

- A catalogue of sustainable transportation strategies that can be implemented across the City
- Project ideas and concept designs for priority locations
- An implementation and funding strategy to support the priority locations and projects

The development of the STP is currently underway and will be completed by early 2023. Once adopted, the STP will guide the City's investment in sustainable transportation for years to come.



6
Channel Islands Boulevard & Victoria Avenue
Victoria Avenue to Ocean Drive
Victoria Avenue a Ocean Drive
Make it easier to take transit
Facilitar el acceso al transporte público
Improve roadway safety
Mejorar la seguridad vial
Increase access to the beach
Aumentar el acceso a la playa
Corridor Street Views
Vistas de las calles del corredor
7
Wooley Road
Victoria Avenue to C Street
Victoria Avenue a C Street
Improve pedestrian safety
Mejorar la seguridad de los peatones
Enhance crossings
Mejorar los cruces
Corridor Street Views
Vistas de las calles del corredor
QUIK SHADE

03

Chapter 03

Community Engagement

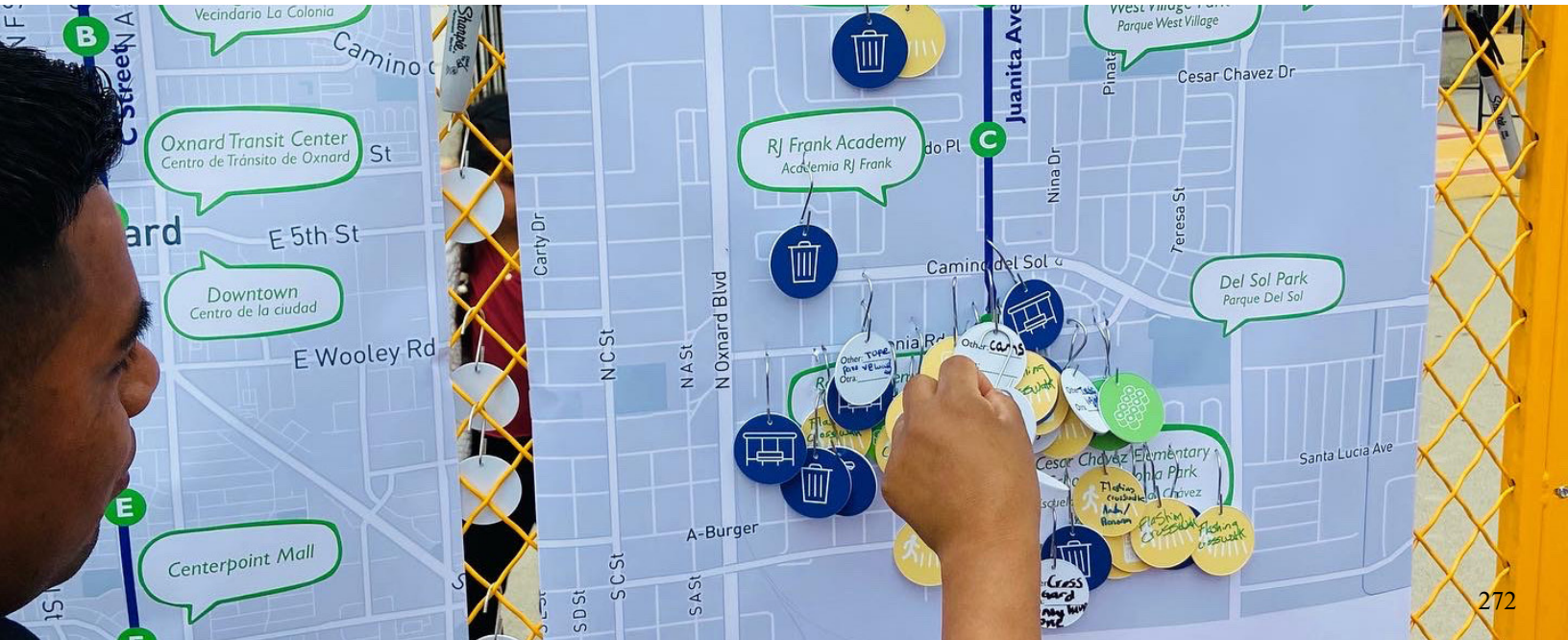
Chapter 3: Community Engagement

The STP community engagement process prioritized connecting with people who live, work, and spend time in Oxnard. The project team developed a Community Engagement Plan (CEP) to define outreach goals, develop strategies, and design activities that ensure accessible interaction, referred to as "touchpoints," throughout the process.

Community Engagement Plan

The Community Engagement Plan (CEP) identified six key goals:

1. **Welcoming:** Create a process that is fun, memorable, meaningful, and has low barriers to entry
2. **Inclusive:** Invite a broad spectrum of stakeholders into the project process, including people of:
   - All ages
   - All languages spoken
   - All neighborhoods
   - All socioeconomic status
3. **Informative:** Educate Oxnard residents and stakeholders about the project and about sustainable transportation elements to facilitate participation
4. **Equitable:** Ensure that underserved communities are actively involved in the process, particularly communities where:
   - English is a second language
   - Incomes are lower
   - Car ownership is below average
5. **Empowering:** Residents and community members feel their experiences and opinions are valuable inputs to help shape the final Plan
6. **Data-Driven:** Use real-world data to guide project direction and build support for the Plan

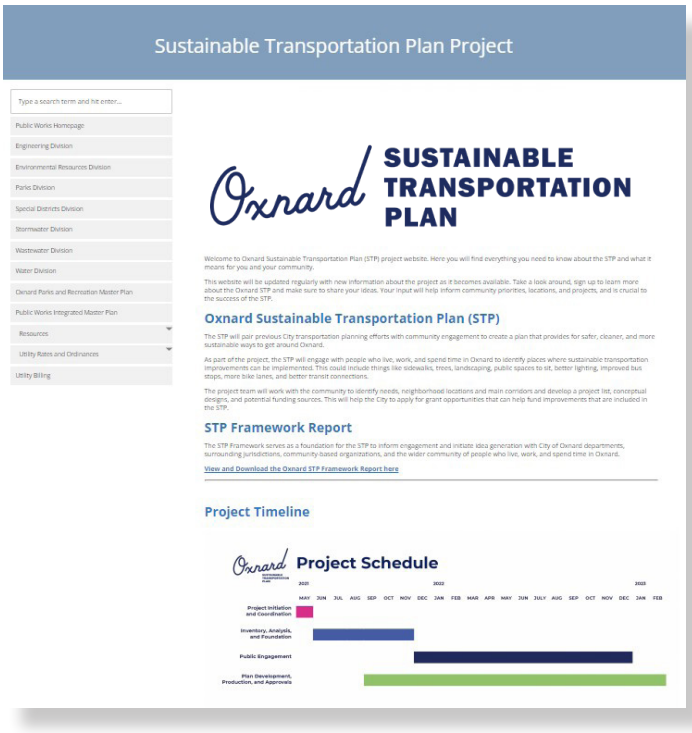


To achieve these goals, the STP included nine community touch points:

1. **Inter-Agency Charette:** As part of establishing existing conditions, representatives from city, county, regional, and state agencies provided information on related efforts and highlighted locations in Oxnard that either had projects under development or had been identified by their respective stakeholders. The charette had representatives from:
   - City of Oxnard
   - Neighboring jurisdictions and regional agencies
   - School districts
   - Caltrans

   Each participating department/agency is listed in the detailed summary on page 18.
2. **Advisory Committee:** Representatives that participated in the inter-agency charette continued their involvement through the advisory committee by providing technical feedback and continuing to share knowledge on existing and upcoming efforts that may overlap with the STP.
3. **Community-Based Focus Groups:** Representatives of community-based organizations and historically marginalized communities shared community priorities, best practices for outreach to their respective groups, and feedback on project development.
4. **Virtual Workshops:** The Advisory Committee and Community-Based Focus Group attendees identified additional stakeholders for targeted outreach via virtual workshops. These stakeholders included:
   - Partnership for a Healthy Ventura County
   - Oxnard Food Corps
   - BikeVentura
5. **Pop-Up Events:** The team held community workshops at two locations where people regularly gather to introduce the project to the community and refine project goals and priorities.
6. **Walk Audit:** The team walked along five priority corridors with focus group members to document existing conditions of the roadways and sidewalks and observe how people were driving, walking, biking, and riding transit.
7. **Demonstration Projects:** Real life examples of sustainable transportation elements allowed the community to engage with the Plan and give feedback on specific components. The demonstration projects were held in the La Colonia neighborhood and the Downtown Main Public Library.
8. **Project Website:** This served as a go-to resource for the community and provided a project overview and regular updates.
9. **Promotional Material/Social Media:** Social media posts and marketing materials raised project awareness and provided project updates:
   - Two social media posts for Demonstration Project 1 (Twitter and Facebook)
   - Two social media posts for Demonstration Project 2 (Twitter and Facebook)

The full CEP is in Appendix A. Outreach materials and summaries for a select number of engagement activities are at the end of this chapter, and detailed notes for the remaining engagement activities are in Appendix B.



www.oxnard.org/sustainable-transportation-plan/

Outreach Schedule

	WINTER	SPRING	SUMMER	FALL
2021		Project Initiation	Inter-Agency Charette	Focus Group 1 Advisory Committee 1
2022	Pop-Up Workshops Focus Group 2	Advisory Committee 2 Virtual Workshops Demonstration Project 1	Project Website Update	Advisory Committee 3
2023	Demonstration Project 2	Project Completion		

Inter-Agency Charette (Virtual, August 2021)

The inter-agency charette was the project's first opportunity to identify advisory committee and focus group members and created a space for cross-agency information sharing on upcoming projects, recent community engagement, and key issues and locations. The following agencies and departments participated in the inter-agency charette:

State/Regional Agencies

- Caltrans
- Gold Coast Transit District
- Metrolink
- Ventura County Transportation Commission - Planning
- Ventura County Transportation Commission - Transit

Neighboring Jurisdictions

- City of Ventura
- City of Port Hueneme
- County of Ventura
- Port of Hueneme

City of Oxnard

- Oxnard Community Development Department
- Oxnard Fire Department
- Oxnard Police Department

Schools

- California State University, Channel Islands
- Hueneme School District
- Oceanview School District
- Oxnard College
- Oxnard School District
- Oxnard Union High School District
- Rio School District

The charette began with a large group discussion, where attendees participated in mapping related projects and locations that had been identified by stakeholders. The large group then broke into smaller group discussions. Participants selected the group discussion topic that best aligned with their role:

1. Active Transportation and Safety

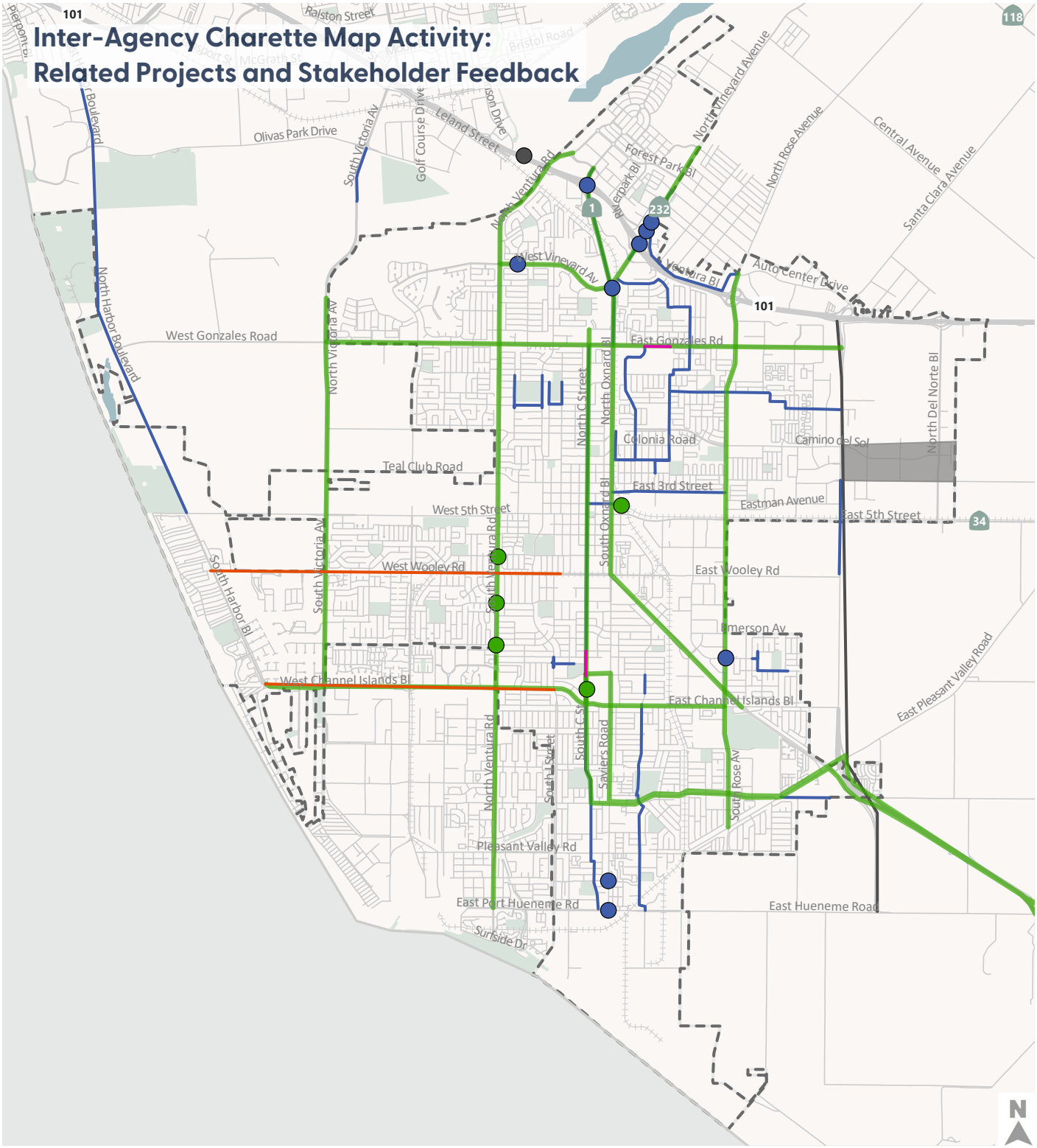
2. Green Infrastructure

3. Transit and Electric Vehicles

The small group discussions had several common themes:

- Agencies at all levels have observed that creating a multi-modal transportation culture not only requires infrastructure improvements but also a culture change.
- Agency coordination is essential since the different elements of the transportation network, such as transit service, greening elements, and roadway conditions, are managed by different groups but experienced collectively by people.

Inter-Agency Charette Map Activity: Related Projects and Stakeholder Feedback



Locations
- Bike and Pedestrian Improvements
- Roadway Improvements
- Transit Improvements

Corridors
- Bike and Ped Infrastructure
- Electric Vehicles
- Transit Operations
- School Access
- Emergency Evacuation

Areas
- Electric Vehicles
- Transit Operations

Advisory Committee

Representatives from City departments, neighboring jurisdictions, and regional agencies who participated in the inter-agency charette continued their involvement through the advisory committee.

Each meeting allowed participants to:

- Coordinate across related efforts
- Extend the reach of project publicity
- Provide technical feedback on project development
- Receive project updates to share with their stakeholders
- Share community input gathered through related projects

As a best practice moving forward, continued coordination between city, regional, and state agencies is vital. Sharing knowledge allows stakeholders to work together and build upon each other's work. This collaboration can help with project development, funding, and implementation, making the most out of limited resources.

Advisory Committee Meeting 1 (Virtual, December 2021)

At the kick-off meeting, the project team presented the draft CEP and a preview of the Framework Report, which included the existing conditions maps and relevant plans. Advisory Committee members shared the following guidance for outreach and inter-agency coordination:

1. **Connection to Long Range Plans:** Connecting STP findings and outreach for local and regional long-range planning is important to inform future development in the region. Upcoming coordination opportunities include the Oxnard General Plan Update and the Ventura County Transportation Commission (VCTC) Comprehensive Transportation Plan (CTP).
2. **Engagement Tools:** Outreach efforts should incorporate technology, with the specific goal of reaching youth.
3. **Equity and Context-Based Planning:** Each community has unique needs. Reliable transportation services and access should be prioritized for those who need it most.

The Advisory Committee recommended additional topics for the Framework Report:

1. **Project Opportunities:** Consider clean energy, housing infrastructure, habitat restoration, open space planning, cool streets, and sea-level rise. There are potential funding opportunities with cross-jurisdictional projects in these identified areas.
2. **Density and development:** Parking management should be consistent with preferred development and density practices that reduce single-passenger trips.
3. **Safety:** Physical and perceived concerns around roadway safety can shape how people choose to travel. Common safety issues identified in outreach include street lighting for pedestrian safety and safe routes to school for students and families.

Advisory Committee Meeting 2 (Virtual, March 2022)

The second meeting provided updates on outreach activities and gathered feedback on draft priority locations, prioritization criteria, and sustainable transportation strategies. The committee provided the following feedback on the priority locations and criteria:

- The City should identify a process to allocate non-residential land between commercial and industrial uses. Industrial uses often bring jobs, but some residents don't want industrial uses near residential neighborhoods.
- VCTC shared they had surveyed residents on areas of concern, as part of the CTP, and many responses were in Oxnard.
- Establishing connections to Point Mugu, a significant employment hub, would be valuable.
- The 2017 Countywide Bicycle Plan has a helpful list of projects and priorities for regional connectivity.

Advisory Committee Meeting 3 (Virtual, October 2022)

In the third meeting, the team recapped Demonstration Project 1, which took place in the La Colonia neighborhood, and previewed plans for Demonstration Project 2 in the Oxnard Public Library. The team also shared findings from the walk audit (described below) and previewed the final report outline. The group discussion focused on design and implementation considerations for sustainable transportation strategies:

- **Transit Stop Amenities:** Shade improvements, adequate and accessible seating, and lighting are priorities for transit riders.
- **Green Street Components:** Consider native landscaping, native trees, and plants that can survive without high levels of maintenance.
- **Mobility Hubs:** Caltrans District 7 is working on developing a mobility hub site selection matrix to evaluate potential mobility hub locations; the results could provide insights for future Oxnard projects.

Community-Based Focus Groups

The STP team conducted two virtual community-based focus group meetings with representatives from community-based organizations and historically underserved communities to shape project goals and outreach methods and to review proposed priority locations and strategies. The following organizations were represented in the community-based focus group meetings:

- BikeVentura
- Central Coast Alliance United for a Sustainable Economy (CAUSE)
- Community Environmental Council (CEC)
- Mixteco Indígena Community Organizing Project (MICOP)
- Ventura County Farmworker Resource Program

Community-Based Focus Group 1 (Virtual, September 2021)

During the first focus group, the STP team presented an overview of the project, goals, and proposed engagement strategies and activities. Participants were asked a series of discussion questions on establishing a process that meaningfully connects with community members and builds on community knowledge. The participants shared the following feedback:

1. **Meeting format:** Provide activities that allow community members to interact with project staff through one-on-one interaction.
2. **Location:** Identify places and spaces where community members already spend time, and develop engagement materials that can be easily transported to multiple locations.
3. **Communication:** Prioritize verbal comments to make all activities inclusive regardless of language and literacy.
4. **Language:** Use clear and simple messaging to tell community members why they should be involved and how their input will be used in the final plan.
5. **Technology:** Design a project website that considers translation in its format. Navigation should be simple, clear, and accessible via mobile devices.

Focus Group 2 (Virtual, February 2022)

The second focus group summarized the community input gathered during the pop-up events (described on page 23) and gathered input on how to prioritize projects and strategies. Participants shared the following insights:

- **Commercial Land Uses:** Extend the area designated as Downtown Oxnard to include Plaza Park, which is a space used by many residents. In addition, include Oxnard College as a commercial location due to the weekend community market
- **Transit:** Ridership data might not reflect all the desired routes in the city. Comparing where people want to go on transit and where they can currently go would help identify gaps in transit accessibility.
- **Safety:** High vehicle speeds on specific corridors is a top community concern.
- **Equity:** The outreach process should ensure engagement from disadvantaged/underserved communities, people who are English learners, and farmworkers.

Virtual Workshops (March 2022)

The STP team conducted three workshops with the following organizations:

- Partnership for a Healthy Ventura County
- Oxnard Food Corps
- BikeVentura

Partnership for a Healthy Ventura County

The Partnership for a Healthy Ventura County is a network of representatives from:

- Community organizations
- Direct health service providers
- Food security organizations
- Government agencies
- Local businesses
- Schools
- Ventura County Public Health

The purpose of the partnership is to share resources and promote polices and services in support of healthy eating and active living in Ventura County. The project team presented the purpose, goals, and components of the STP at the Healthy Ventura quarterly meeting, which had several dozen participants in attendance, to raise awareness of the STP at the regional level and encourage feedback through the STP webpage.

Oxnard Food Corps

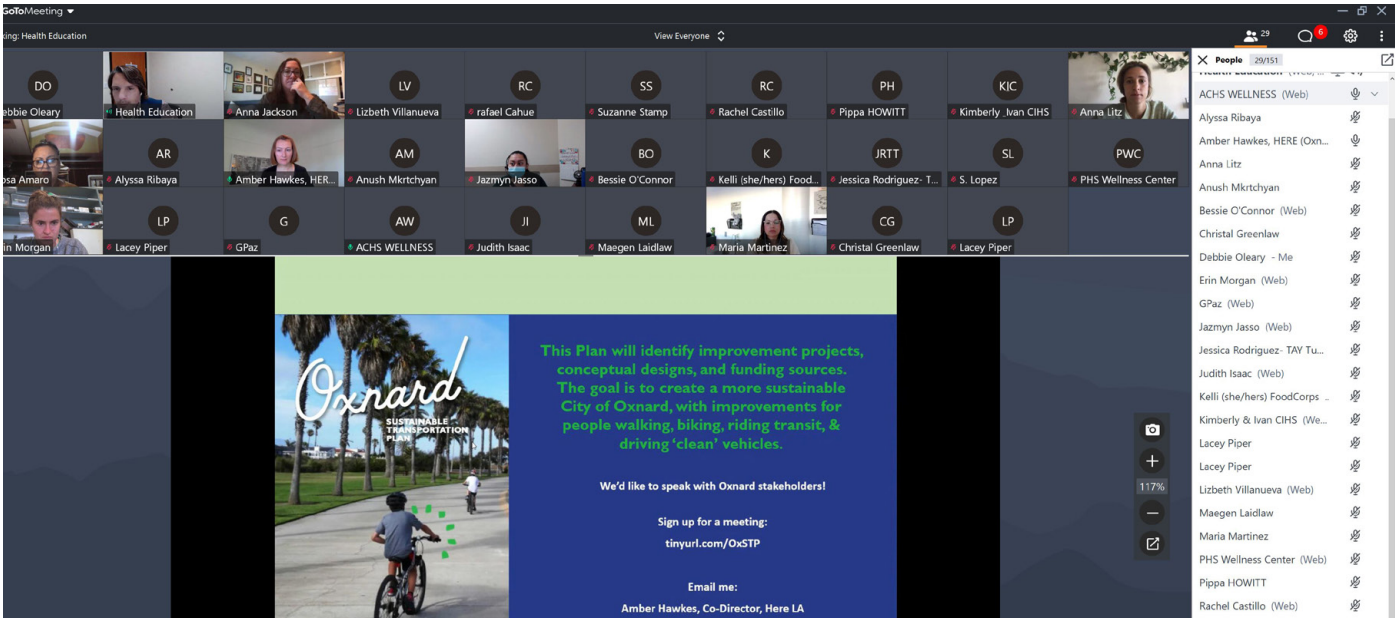
The Oxnard Food Corps is a non-profit organization that manages health programming at schools throughout the city. This session identified the following insights focused on schools:

- **Juanita Avenue** is a critical corridor that connects important community spaces, including Chavez School, Our Lady of Guadalupe church and school, Frank Academy, Ramona Elementary, and Green Valley Children's Center.
- **La Colonia** should be a priority community to prioritize for pedestrian improvements because so many residents rely on walking as their primary mode of transportation.

Bike Ventura

Bike Ventura is a non-profit organization that aims to provide equitable bicycle education, empowerment, and advocacy. Bike Ventura has a community bike shop and secondhand bike store in Downtown Oxnard. This session identified the following insights focused on biking:

- **Connections to open and natural spaces**, such as the Santa Clara River, should be a key goal as community members have expressed feeling disconnected to open and natural spaces in previous engagement, such as the Oxnard Parks & Recreation Master Plan (2021).
- **Cross-city connections** are currently lacking, particularly for north-south travel and to rural areas.
- **Greening** is an important aspect of providing a safer and more comfortable biking experience by providing shade and traffic calming.



The STP team presented at the virtual Partnership for a Healthy Ventura County meeting.

Pop-Up Events (In-Person, December 2021)

The STP team held two pop-up events to understand the priorities and travel patterns for people who live, work, and spend time in Oxnard. The pop-up workshops were designed to make it easy to participate with interactive activities at community events where people are already gathered. The pop-up events were held at the Oxnard College Community Market and The Collection, which were recommended during the first focus group meeting.

The Oxnard College Community Market is a weekly market with food trucks and vendors selling merchandise and produce. This event was intended to gather input from residents from South Oxnard but also reached a broader audience as people from all over the city and surrounding area attend the market.

The Collection is a major commercial plaza that serves as a regional shopping center. The Collection also hosts a weekly farmers market, and the pop-up event occurred in the farmers market in order to engage a wide variety of people. This event was intended to gather input from residents from Central and North Oxnard, but similar to the first pop-up, this event also reached a broader audience given the regional draw of The Collection.

At each pop-up, participants used rubberbands to connect destinations and create an artful representation of their typical travel patterns.

The top three destinations, in addition to Oxnard College and The Collection, were beaches, Downtown Oxnard, and the Rose Shopping Center. People also completed comment cards to share their transportation priorities. The top priorities were safer streets, reducing dangerous speeding, and adding and improving bike lanes.

Walk Audit (In-Person, June 2022)

The STP project team, City traffic engineers, and focus group members walked along the following five corridors to document existing conditions and observe travel behavior:

- C Street, from Channel Islands Boulevard to Guava Street
- Channel Islands Boulevard, from Wheelhouse Avenue to Peninsula Road
- Gisler Avenue, from Channel Islands Boulevard to California Street/Date Street
- Wooley Road, from Escalon Drive to E Street
- Vineyard Avenue, from Oxnard Boulevard to Riverpark Boulevard

Although each corridor had unique characteristics, the following observations were made across multiple corridors during the walk audit:

- **Pedestrians & Bicycles**
  - Sidewalks are at times narrow but have high pedestrian activity, particularly around transit stops and commercial areas
  - Gaps in the sidewalk and bike lane network may be a barrier or safety concern for people walking and biking
  - Adding more bike racks to commercial areas could encourage people to bike
  - Existing bike lanes would benefit from safety enhancements, such as a striped buffer or physical separation, as bicyclists were observed riding on the sidewalk instead of in the existing bike lane
- **Transit**
  - Adding real-time arrival information and bilingual signage and widening narrow sidewalks would increase the accessibility of transit stops
  - Inconsistent provision of bus stop amenities, such as bus shelters, trash receptacles, and benches
- **Vehicles**
  - Drivers were often traveling at higher speeds than the posted speed limit
  - Several corridors had wide travel lanes that could be narrowed to provide space for bike lanes, wider sidewalks, and/or traffic calming infrastructure
- **Urban Greening**
  - Many corridors had inconsistent or limited shade
  - Medians and parkways had limited landscaping and the existing space would benefit from mulch and drought-tolerant native vegetation
  - Roadways would benefit from green infrastructure, such as bioswales or permeable pavement, to absorb stormwater

BUS STOP
6
Ventura Avenue
Downtown Ventura
Pacific View Mall
Daily | Diario
23
Esplanade
Daily | Diario
DO NOT
BLOCK
CHIRP

Demonstration Projects

The Demonstration Projects were an opportunity for the community to visualize potential design elements come to life in their neighborhood. They allowed people who regularly use a space to give feedback on improvements within it.

Demonstration Project 1 (In-Person, May 2022)

Demonstration Project 1 was installed in the La Colonia neighborhood at the intersection of Juanita Avenue & Colonia Road. The City's upcoming Capital Improvement Project will realign this crossing to improve sight visibility and shorten the crossing length. Getting community feedback on the project from people who actually use the intersection was incredibly valuable. In fact, the Capital Improvement Project incorporated high visibility crosswalks as a direct result of the demonstration event.

The demonstration project included temporary corner bulb-outs made of plants and cones, a high-visibility crosswalk, and an augmented reality activity that showed bus stop improvements. The demonstration helped community members to visualize the street safety and beautification improvements that could be part of the Plan. The installation encouraged drivers to slow down when entering the intersection and showed that increasing visibility and shortening intersection crossing distance enhances pedestrian safety.

Participants also provided input on ideas in the La Colonia neighborhood and on corridor improvements in other areas of the City. The event provided maps of the priority corridors and participants placed tags at specific locations, noting which amenities they would like to see. The three areas that received the most tags were Juanita Avenue, 5th Street at Del Norte Boulevard, and Gisler Avenue. The two most popular amenities were in the street design and street furniture categories. In addition, participants recommended crosswalks, flashing beacons at crosswalks, speed humps and enforcement.

DEMONSTRATION PROJECT 2 (In-Person, January - February 2023)

Demonstration Project 2 was held at the main branch of the Oxnard Public Library in Downtown Oxnard. The goal of this demonstration project was to continue building awareness and excitement around the STP, while continuing the dialogue with community members around sustainable transportation and land use. While the first demonstration project highlighted roadway improvements, the second demonstration project highlighted placemaking elements, with an artful shade canopy and patio seating. It also shared the latest STP project updates and provided opportunities for community input through comment cards.

While the other pop-up workshops and demonstration project were each in place for one day, this demonstration project was in place at the library for a full month. The demonstration project elements were designed to function independently without staff facilitation. This meant they could reach a wider audience and served to illustrate another method of community engagement.

The STP team used a variety of community engagement elements designed to reach a wide range of stakeholders, with the goal of ensuring that the project findings and outcomes reflect real community priorities and interests. All of the input and feedback, gathered across the committee meetings, events, and online workshops, were synthesized into project strategies and locations that are reflected in the catalog of streetscape elements (Chapter 4), sustainable transportation strategies (Chapter 5), and priority locations (Chapter 6).

Oxnard

SUSTAINABLE TRANSPORTATION PLAN

JOIN US FOR A Virtual CONVERSATION!

Learn about the goals of the plan and offer your input, tell us where you are going around Oxnard, and share the places that matter to you!

The City of Oxnard is creating a plan to **enhance safety** and provide **eco-friendly and integrated ways** to get around Oxnard.

The City has heard from the plan's Advisory Committee, Community Focus Groups, feedback from pop-up events, and are now hosting community conversations, with a focus on **youth voices** and **people who bike often in the City.**

To learn more about the Sustainable Transportation Plan visit our project website:
www.oxnard.org/sustainable-transportation-plan/

Meeting Details:

17 Thursday, March 24, 2021

5:30pm - 6:30pm

Virtual Meeting
Please RSVP to receive the meeting details.

RSVP TODAY!

RSVP required.
To sign up, please scan the QR Code or visit
tinyurl.com/oxnardstp

CITY OF OXNARD CALIFORNIA

For more information, please email stp@oxnard.org

PUBLIC WORKS DEPARTMENT
TRANSPORTATION AND MOBILITY DIVISION

Oxnard SUSTAINABLE TRANSPORTATION PLAN

Virtual Meeting
Interactive Activity Findings

Exercise 1: Desired Street Improvements

The infographic below shows the types of improvements that were most desired by participants. The larger the circle, the more times the specific improvement was mentioned.

Exercise 2: Desired Linkage Improvements

The list below includes the linkages most desired by participants:

- Centerpoint Mall to the beaches
- Centerpoint Mall to the Rose Shopping Center
- Downtown Oxnard to Oxnard College
- Oxnard Transit Center to the South Oxnard Library
- Oxnard Transit Center to the beaches
- Channel Island Harbor to Oxnard College
- South Oxnard to farms
- Channel Islands Road from College Park to the Harbor

Join us at an Oxnard SUSTAINABLE TRANSPORTATION PLAN pop-up!

The City of Oxnard is creating a plan to enhance safety and provide eco-friendly and integrated ways to get around Oxnard. Come to one of the following pop-ups to offer input on the goals of the Plan, tell us where you are going around Oxnard and share the places that matter to you!

Note: All pop-ups will have the same activities and materials. Choose the pop-up date and location that is most convenient to you! Interpretation will be available in Spanish and Mixteco.

- **Thursday, December 9th, 2021**
  11 am - 1 pm
  Farmer's Market at Plaza Park
  500 C Street, Oxnard, CA

- **Sunday, December 12th, 2021**
  8 am - 11 am
  Oxnard College Community Market
  4000 S Rose Avenue, Oxnard, CA

- **Saturday, December 18th, 2021**
  12 pm - 2 pm
  Farmer's Market at the Collection
  2751 Park View Court, Oxnard, CA

CITY OF OXNARD CALIFORNIA

Visit our project website: www.oxnard.org/sustainable-transportation-plan/
For more information, contact stp@oxnard.org

Únase a nosotros en una reunión espontánea sobre el Oxnard SUSTAINABLE TRANSPORTATION PLAN

La ciudad de Oxnard está creando un plan para ofrecer formas más seguras y sostenibles de desplazarse por Oxnard. Asista a uno de los siguientes reuniónes espontáneas para ofrecer su opinión sobre los objetivos del Plan, cuéntenos por qué zonas de Oxnard se mueve y comparta los lugares que le importan.

Nota: Todos las reuniónes espontáneas tendrán las mismas actividades y materiales. ¡Elija la fecha y el lugar del reunión espontánea que más le convenga! Habrá interpretación en español y mixteco.

- **Jueves, 9 de diciembre de 2021**
  11 am - 1 pm
  Mercado de agricultores, Plaza Park
  500 C Street, Oxnard, CA

- **Domingo, 12 de diciembre de 2021**
  8 am - 11 am
  Oxnard College Community Market
  4000 S Rose Avenue, Oxnard, CA

- **Sábado, 18 de diciembre de 2021**
  12 pm - 2 pm
  Mercado de agricultores, the Collection
  2751 Park View Court, Oxnard, CA

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Visite el sitio web de nuestro proyecto: www.oxnard.org/sustainable-transportation-plan/
Para más información, póngase en stp@oxnard.org

Oxnard

SUSTAINABLE TRANSPORTATION PLAN

Pop-up Summary

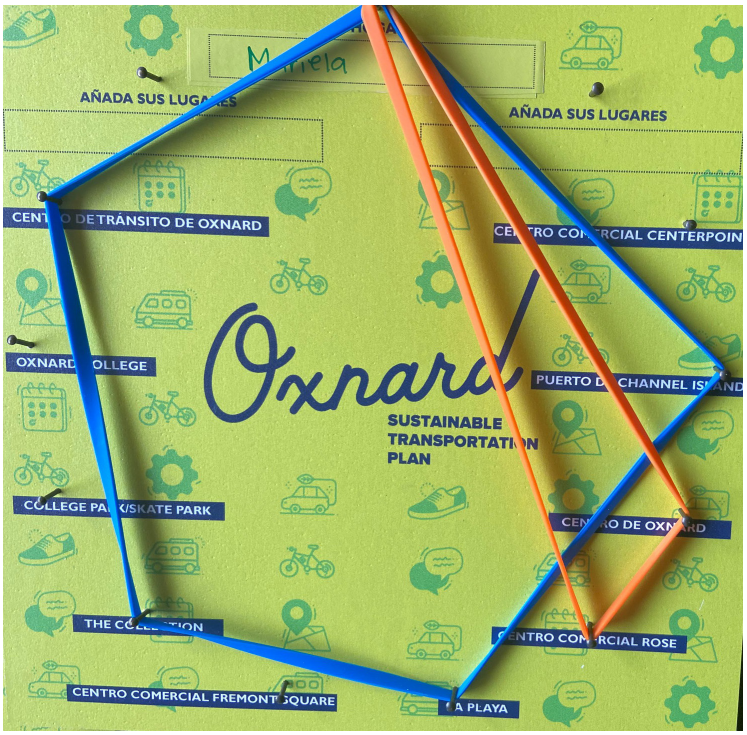
Overview

Pop-up workshops were held December 2021 in Oxnard as part of the City of Oxnard's *Sustainable Transportation Plan*. The pop-ups encouraged Oxnard residents to provide input on the goals of the Plan, specifically asking where people travel in Oxnard. Understanding travel patterns will help the team decide which streets to enhance and what connections should be improved in the city.

Two workshops were held. The first took place December 12th, 2021 at the Oxnard College Community Market. The second took place December 18th, 2021 at the Farmer's Market at The Collection. Representatives from the Oxnard Public Works Department (Transportation & Mobility Division), consultant team (Fehr & Peers, Here LA, Rincon Consultants, and Kearns & West), and Spanish and Mixteco interpreters (from MICOP) were present at each event.

The workshops used "Link Boards" – wooden boards connecting destinations using a nail and colorful rubber-band – to show connections in Oxnard. Destinations reflected on the Link Boards were refined through a conversation with the project Focus Group. Comment cards were also collected to understand residents' priorities for traveling around Oxnard in a sustainable and safe way.

All materials were translated into Spanish, and Spanish and Mixteco translation was provided at each pop-up. A total of 140 people participated in the workshops. Most conversations held at Oxnard College were with Spanish or Mixteco speakers. At the Collection, conversations were held in both English and Spanish.



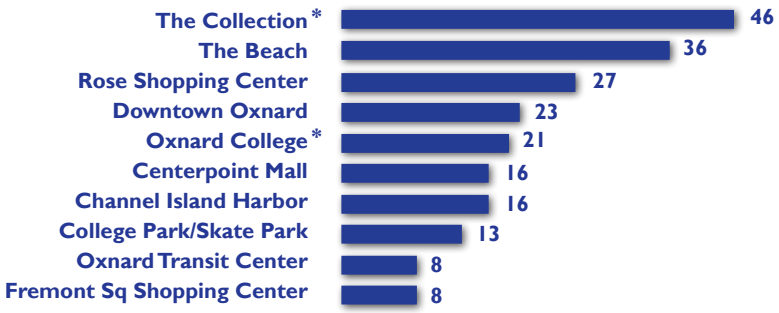
16 *Link boards collected at first workshop*

32 *Link boards collected at second workshop*

140 *people participated in workshops*

47 comment cards were written in Spanish, 9 Link Boards were completed in Spanish.

Top Destinations



** Because the first and second pop-ups were held at Oxnard College and the The Collection respectively, participants were more likely to select them as a destination point.*

CITY OF OXNARD CALIFORNIA

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Top Linkages

Top Destinations*

The map (left) shows the top 5 connections where people are traveling to and from in Oxnard, which include:

- The Collection to The Beach
- Oxnard College to The Collection
- The Collection to Rose Shopping Center
- Centerpoint Mall to College Park
- The Beach to Channel Islands Harbor

Neighborhoods

Some participants identified connections that they'd like to be improved around their neighborhoods. The neighborhoods identified include:

1. Bartolo Square
2. College Estates
3. Heritage Square
4. La Colonia
5. Mar Vista
6. Port Hueneme
7. Riverpark
8. Seaview Estates
9. Via Marina
10. Victoria Estates
11. West Village
12. Wilson
13. Windsor North
14. River Ridge

Top 5 Connections from "Home"

Participants indicated their travel patterns from their homes to Oxnard's top destinations. The top five connections from "home" origins include:

** Because the first and second pop-ups were held at Oxnard College and the The Collection respectively, participants were more likely to select them as a destination point.*

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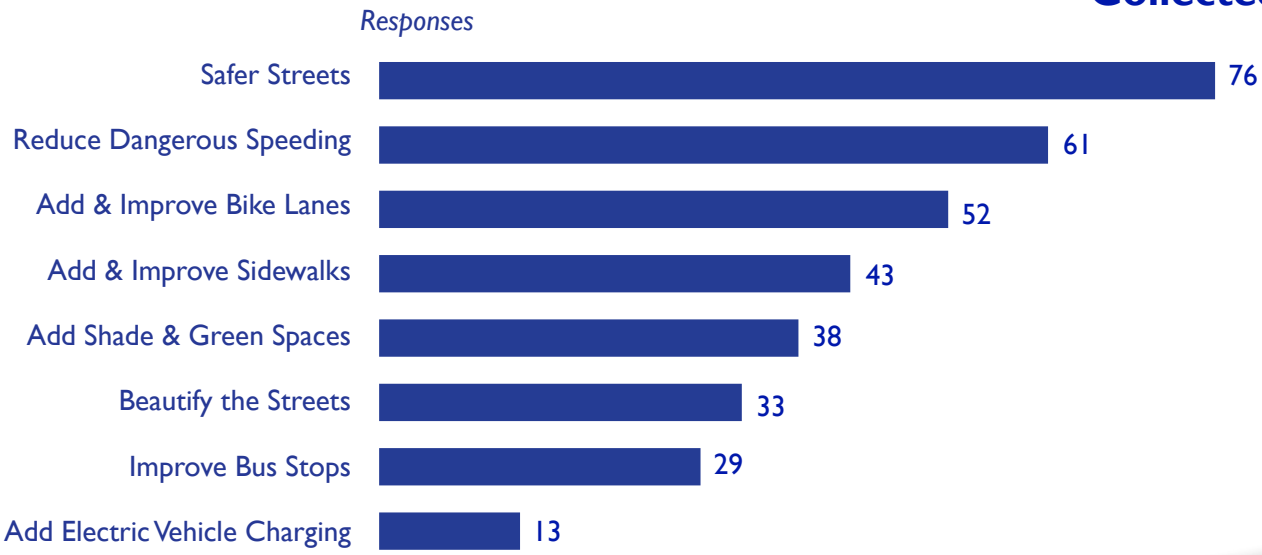
SUSTAINABLE TRANSPORTATION PLAN

Top Priorities

Comment Cards

In addition to the "Link Boards," comment cards were collected from participants to understand the community's priorities for getting around Oxnard in a sustainable and safe way. Participants' priorities for improvement categories for the streets of Oxnard include:

92
Comment Cards Collected



Open Ended Comment Themes

More Security & Less Violence

Fix the Streets & Potholes

Improved Lighting

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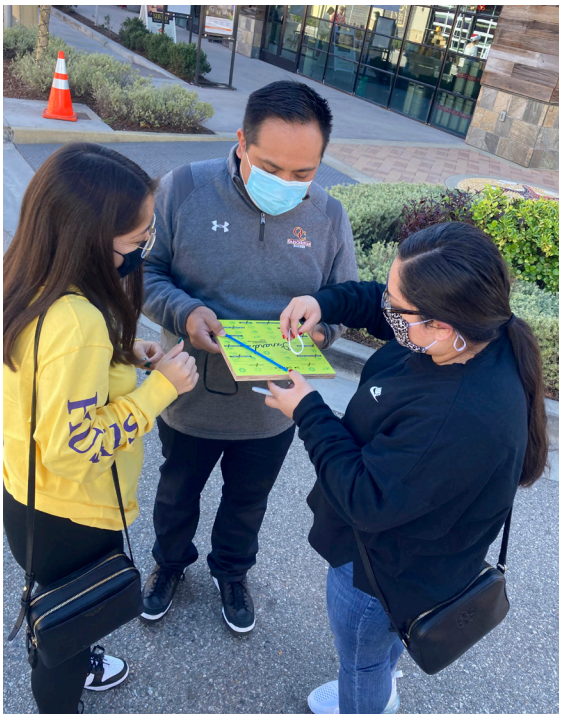
SUSTAINABLE TRANSPORTATION PLAN

Pop-Up Photos



Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Free Pop Up Event!

You're Invited!

DATE:

Friday, May 20, 2022

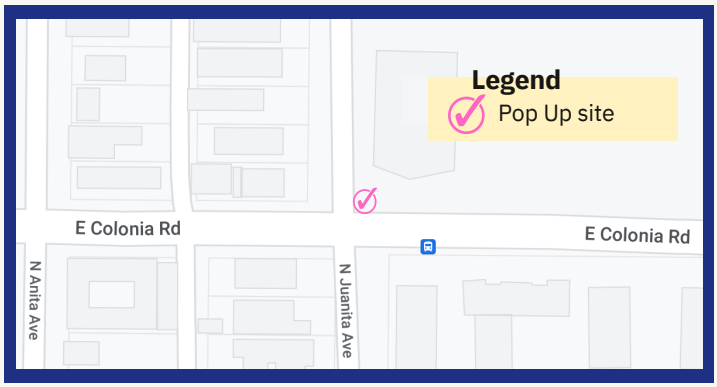
TIME:

12:00 p.m. - 4:00 p.m.

Pop by anytime! No pre-registration required!

LOCATION:

La Colonia Neighborhood
at the intersection of
Juanita Ave and Colonia Road



The **City of Oxnard** is creating a plan to enhance safety and provide eco-friendly and integrated ways to get around Oxnard.

Come learn about the **Sustainable Transportation Plan** and give us your input about what would make for safer transportation.

Attendees will be able to:

- ✓ Check out temporary street improvements that extend the sidewalk with cones and plants
- ✓ Participate in a mapping activity to provide input and feedback about street design in Oxnard
- ✓ See a virtual bus stop improvement on the street using a tablet or phone (augmented reality)

To learn more about the Sustainable Transportation Plan, visit our project website:
www.oxnard.org/sustainable-transportation-plan/

For more information, please email stp@oxnard.org

PUBLIC WORKS DEPARTMENT

TRANSPORTATION AND MOBILITY DIVISION

CITY OF OXNARD CALIFORNIA

Oxnard

PLAN DE TRANSPORTE SOSTENIBLE

¡Evento gratuito!

¡Está invitado!

FECHA:

viernes, 20 de mayo de 2022

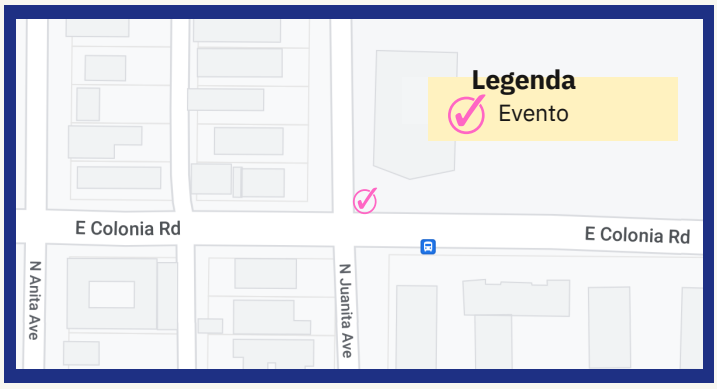
HORARIO:

12:00 p.m. - 4:00 p.m.

¡Visítanos cuando quieras!
¡No es necesario registrarse previamente!

UBICACIÓN:

La comunidad de La Colonia
en la intersección de
Juanita Ave y Colonia Road



La **Ciudad de Oxnard** está creando un plan para ofrecer formas más seguras y sostenibles de desplazarse por Oxnard.

Venga a aprender sobre el **Plan de Transporte Sostenible** y dénos su opinión sobre lo que haría un transporte más seguro.

Los participantes podrán:

- ✓ Ver las mejoras temporales en las calles que amplían la banqueta con conos y plantas
- ✓ Participar en una actividad de mapeo para proporcionar información y comentarios sobre el diseño de calles en Oxnard
- ✓ Ver una mejora de la parada de autobús virtual en la calle usando una tableta o teléfono (realidad aumentada)

Para obtener más información sobre el Plan de Transporte Sostenible, visite el sitio web de nuestro proyecto:
www.oxnard.org/sustainable-transportation-plan/

Para mas información, por favor envíe un correo electrónico a stp@oxnard.org

DEPARTAMENTO DE OBRAS PÚBLICAS
DIVISIÓN DE TRANSPORTE Y MOVILIDAD

CITY OF OXNARD CALIFORNIA

Oxnard

SUSTAINABLE TRANSPORTATION PLAN

Pop-Up Event and Pilot Project Summary

Overview

The pop-up event and pilot project installation was held in May 2022 in Oxnard as part of the City of Oxnard's *Sustainable Transportation Plan*. The pop-up encouraged Oxnard residents to provide input on the specific improvements they would like to see on priority corridors in the city.

The pop-up included a pilot project installation, where the project team set up temporary corner bulb-outs with plants and cones, as well as a high-visibility crosswalk. The installation helped the community envision what types of improvements could be included in the plan, including street safety and beautification efforts. During the event, the installations caused cars to slow down when entering the intersection, and ultimately allowed pedestrians to more safely cross the street. Representatives from the Oxnard Public Works Department (Transportation & Mobility Division), consultant team (Fehr & Peers, Here LA, and Kearns & West), and Spanish and Mixteco interpreters (from MICOP) were present at the event. All materials were translated into Spanish. An estimated 80 people participated in the workshops and many conversations at the event were held in Spanish and Mixteco.

At the workshop, participants used "amenity tags" to vote for the improvements they would like to see along seven priority corridors. The amenity tags fell into five broad categories - greening, street furniture, street design, mobility, and "add your own" - and represented a wide range of street improvements. Attaching the tags to specific locations on the maps allowed residents to express where they would like to see improvements.

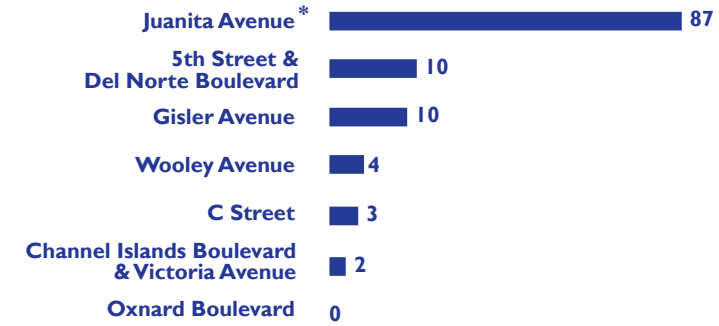
116

Amenity tags collected

80

Estimated number of people that participated in the workshop

Amenity Tag Count by Priority Project Location



** Because the pop-up was held on Juanita Avenue, participants were more likely to suggest improvements to this location.*

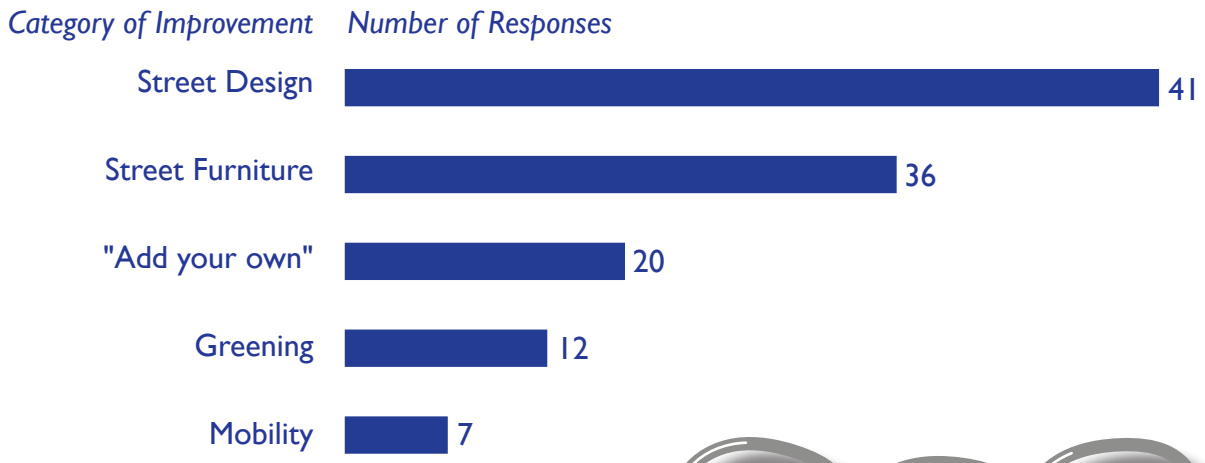
CITY OF OXNARD CALIFORNIA

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Top Priorities

Amenity Tag Categories

Participants were invited to hang "Amenity Tags" on seven priority project maps to show what types of street improvements they'd like to see where. The results of the tags received is summarized here. Many participants recommended crosswalks (in particular, flashing crosswalks with beacons). In general, street safety enhancements such as speed bumps, flashing lights at crosswalks, and enforcement, rose to the top. Similarly, several amenity tags called for pedestrian lighting.



"Add Your Own" Themes

- Address speeding cars (e.g. speed bumps, traffic lights, and cameras)
- Pedestrian safety concerns (e.g.,crossing guards and flashing lights at crosswalks)

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Oxnard

SUSTAINABLE TRANSPORTATION PLAN

Amenity Tags

Street Furniture

Benches

Bus shelter

Pedestrian lights

Trash can

EV charging

Mobility

Bike lanes

Bike parking

Bikeshare

Scootershare

Carshare

Greening

Trees

Planting

Bioswale

Permeable paving

Add Your Own

Street Design

Crosswalk

Slow speed limits

Sidewalk

3
Juanita Avenue
Gonzales Road to 3rd Street
Gonzales Road a 3rd Street
Create safe routes to schools
Crear rutas seguras a las escuelas
Caliente Way
Snow Ave
A
Gonzales Road
B
C
Juanita Avenue
Pacifica High School
Escuela Secundaria Pacifica
St. John's Regional Medical Center
Centro Médico Regional St. John's
West Village Park
Parque West Village
Cesar Chavez Dr
RJ Frank Academy
Academia RJ Frank
Carty Dr
N C St
N A St
N Oxnard Blvd
Nina Dr
Teresa St
Camino del Sol
Del Sol Park
Parque Del Sol
Santa Lucia Ave
A-Burger
S D St
S C St
S A St
Carnegie Art Museum
Corridor Street Views
Vistas de las calles del corredor
A Gonzales Road & Juanita Avenue
B MLK Jr. Drive & Juanita Avenue
C Morado Pl & Juanita Avenue
F 3rd Street & Juanita Avenue
Other: Trim trees - visibility
Other: Replace flashing sign
Other: Cross Guard
Other: but stop
Other: slow cars down
Other: Dump
Other: Tope
Other: cars

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Juanita Avenue

Gonzalez Road to 3rd Street

Priority Location 1 - *Summary of key comments from pop-up*

During the pop-up, residents expressed strong concerns about pedestrian safety and speeding cars along Juanita Avenue. Beyond the amenity tags, anecdotal data collected include stories of residents who no longer attend church because of safety concerns when crossing the street, and general feelings of fear for local students and youth crossing the street. As the City is scheduled to install pedestrian improvements at the intersection of Juanita Avenue and Colonia Road in the near future, the project team recommends adding high-visibility crosswalks to further improve pedestrian safety at this intersection.

Improvements Desired by Community

Greening Improvements	*8*
Trees	4
Planting	2
Bioswale	0
Permeable paving	2
Street Furniture Improvements	*29*
Trash can	10
Pedestrian lighting	6
Bus shelter	4
Benches	0
Electric vehicle charging	0
Street Design Improvements	*34*
Crosswalks	21
Slow speed limits	7
Sidewalks	6
Mobility Improvements	*0*
Bike lanes	0
Bike parking	0
Bikeshare	0
Scootershare	0
Carshare	0
"Add your own" Improvements	*16*
Slowing vehicular speeds	8
Streetscape improvements	5
Maintenance	3

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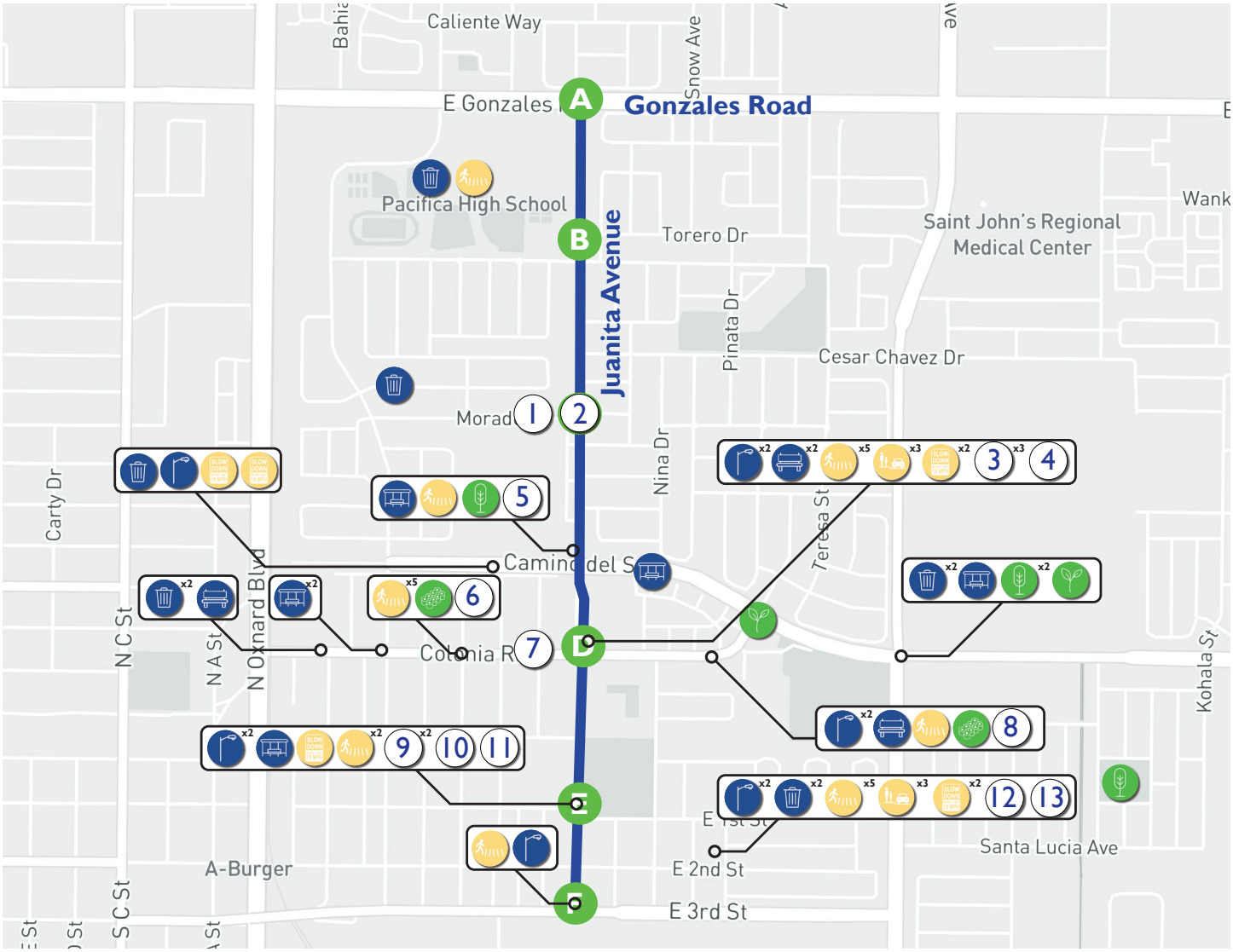
Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Juanita Avenue

Gonzalez Road to 3rd Street



1. Other - West of Juanita is problematic for walking & biking
2. Other - Tree trimming
3. Other - Add traffic light
4. Other - Add crosswalk flashing light
5. Other - Add speed bumps, traffic camera & traffic lights
6. Other - Add speed bumps
7. Other - Fix pavement quality on La Colonia
8. Other - Add speed bumps
9. Other - Add traffic camera
10. Other - Enforcement
11. Other - Replace flashing sign
12. Other - Add traffic light
13. Other - Add crossing guard

CITY OF OXNARD CALIFORNIA

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

5th Street & Del Norte Boulevard

C Street to Del Norte Boulevard and 5th Street to the 101 Freeway

Priority Location 2 - *Summary of key comments from pop-up*

Along 5th Street and Oxnard Boulevard, community members expressed the desire for carshare as well as enhanced connections to the Oxnard Transit Center. Participants also expressed a need for pedestrian lighting along Rose Avenue and enhanced crosswalks in the West Village neighborhood.

Improvements Desired by Community

Greening Improvements	*0*
Trees	0
Planting	0
Bioswale	0
Permeable paving	0
Street Furniture Improvements	*2*
Trash can	0
Pedestrian lighting	2
Bus shelter	0
Benches	0
Electric vehicle charging	0
Street Design Improvements	*2*
Crosswalks	2
Slow speed limits	0
Sidewalks	0
Mobility Improvements	*3*
Bike lanes	0
Bike parking	0
Bikeshare	0
Scootershare	0
Carshare	3
"Add your own" Improvements	*3*
Housing	2
Connection to OTC	1

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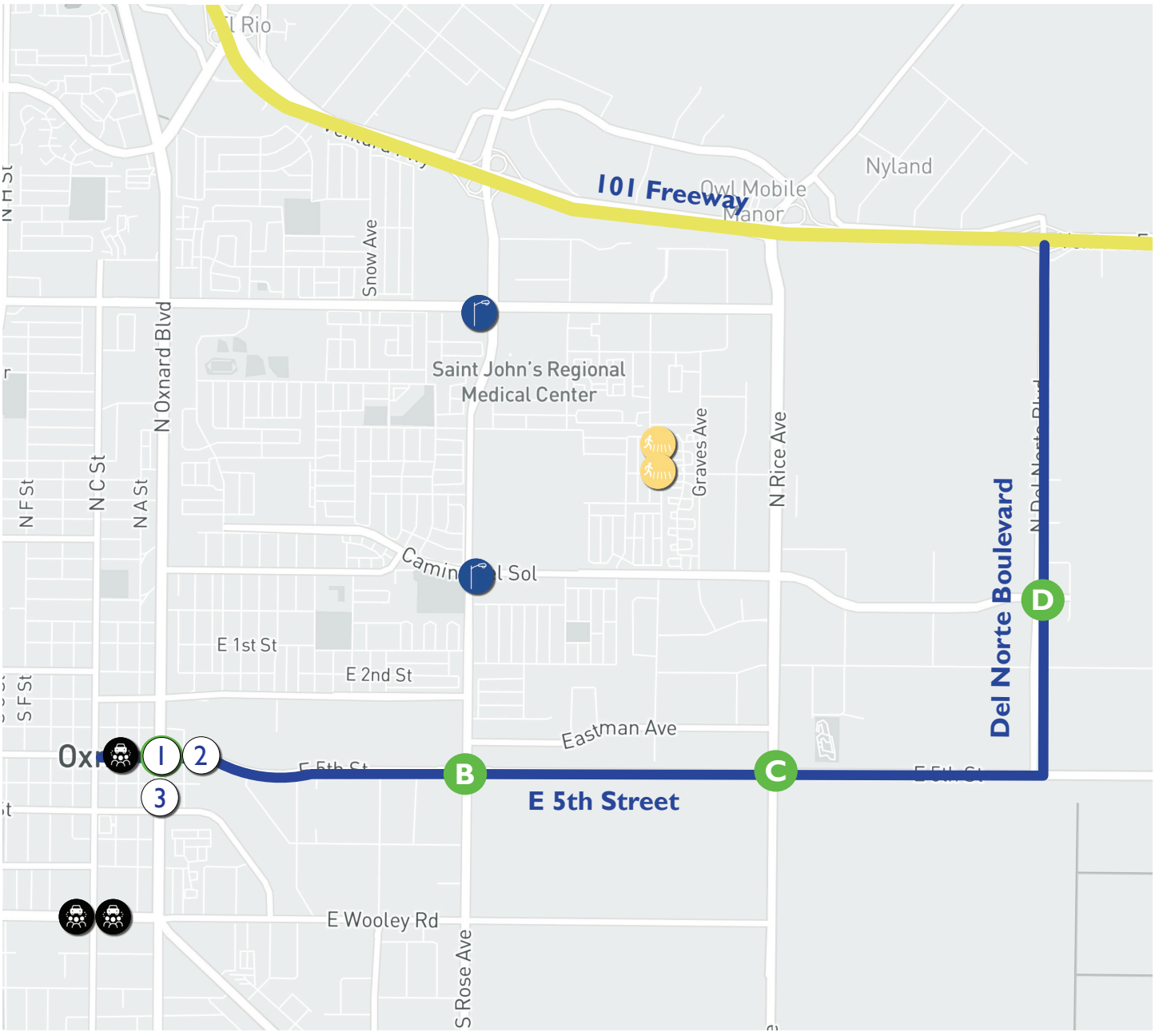
Oxnard
SUSTAINABLE TRANSPORTATION PLAN

5th Street & Del Norte Boulevard

C Street to Del Norte Boulevard and 5th Street to the 101 Freeway



1. Other - More housing
2. Other - More housing
3. Other - Connections to the OTC

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Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Gisler Avenue

Priority Location 3 - *Summary of key comments from pop-up*

The majority of comments on the Gisler Avenue map were focused on improvements needed along Saviers Road. Improvements requested included crosswalk enhancements, slow speed limits, planting, trash cans, bikeshare, and permeable paving.

Improvements Desired by Community

Greening Improvements	*2*
Trees	1
Planting	0
Bioswale	0
Permeable paving	1
Street Furniture Improvements	*3*
Trash can	1
Pedestrian lighting	1
Bus shelter	0
Benches	1
Electric vehicle charging	0
Street Design Improvements	*3*
Crosswalks	2
Slow speed limits	1
Sidewalks	0
Mobility Improvements	*2*
Bike lanes	0
Bike parking	1
Bikeshare	1
Scootershare	0
Carshare	0
"Add your own" Improvements	*0*

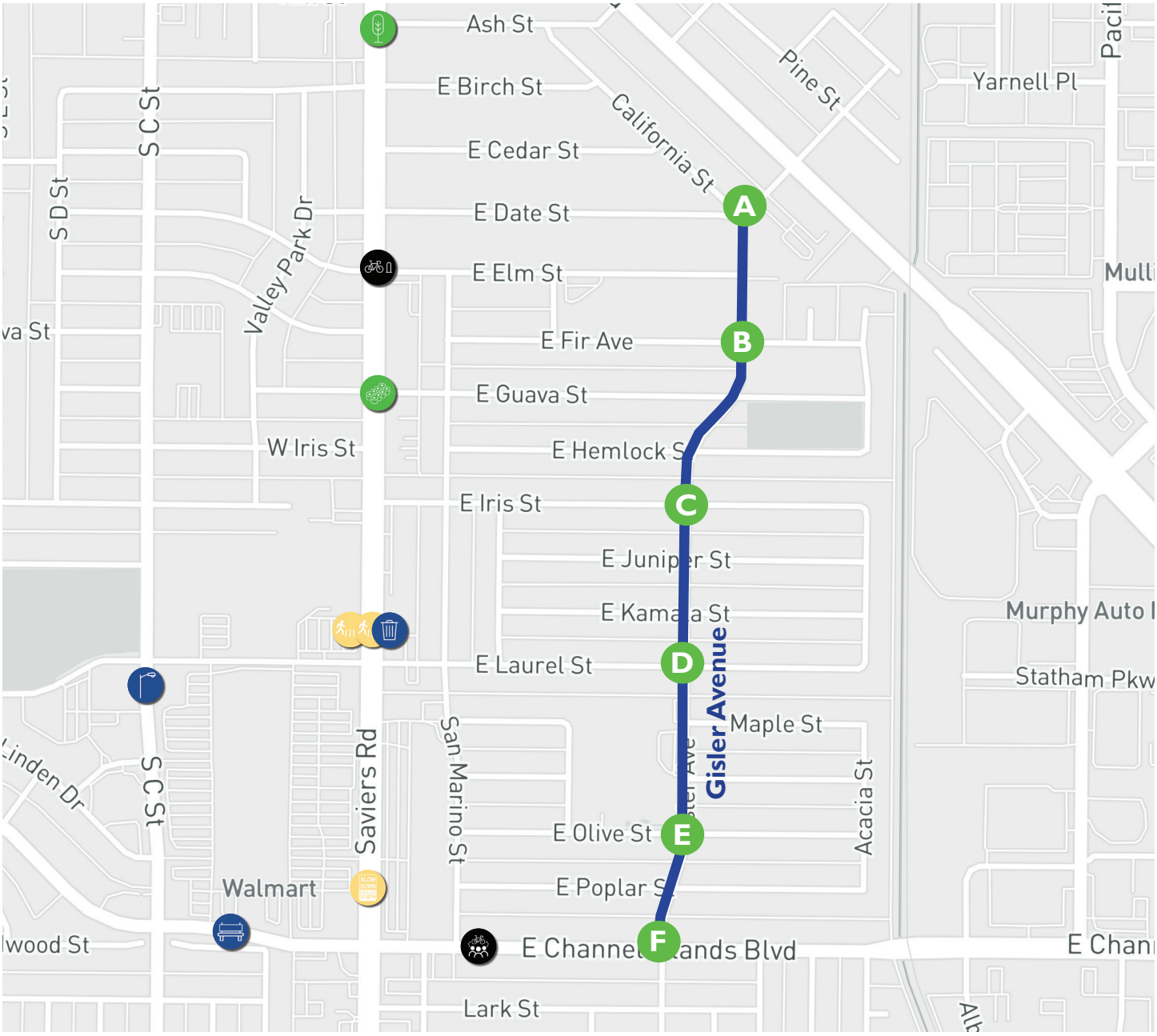
CITY OF OXNARD CALIFORNIA

Oxnard

SUSTAINABLE TRANSPORTATION PLAN

Gisler Avenue

Date Street to Channel Islands Boulevard



CITY OF OXNARD CALIFORNIA

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Wooley Avenue

Victoria Avenue to C Street

Priority Location 4 - *Summary of key comments from pop-up*

Improvements requested by community members along Wooley Avenue included greening with trees and planting, as well as slowing cars and adding pedestrian lighting along the street.

Improvements Desired by Community

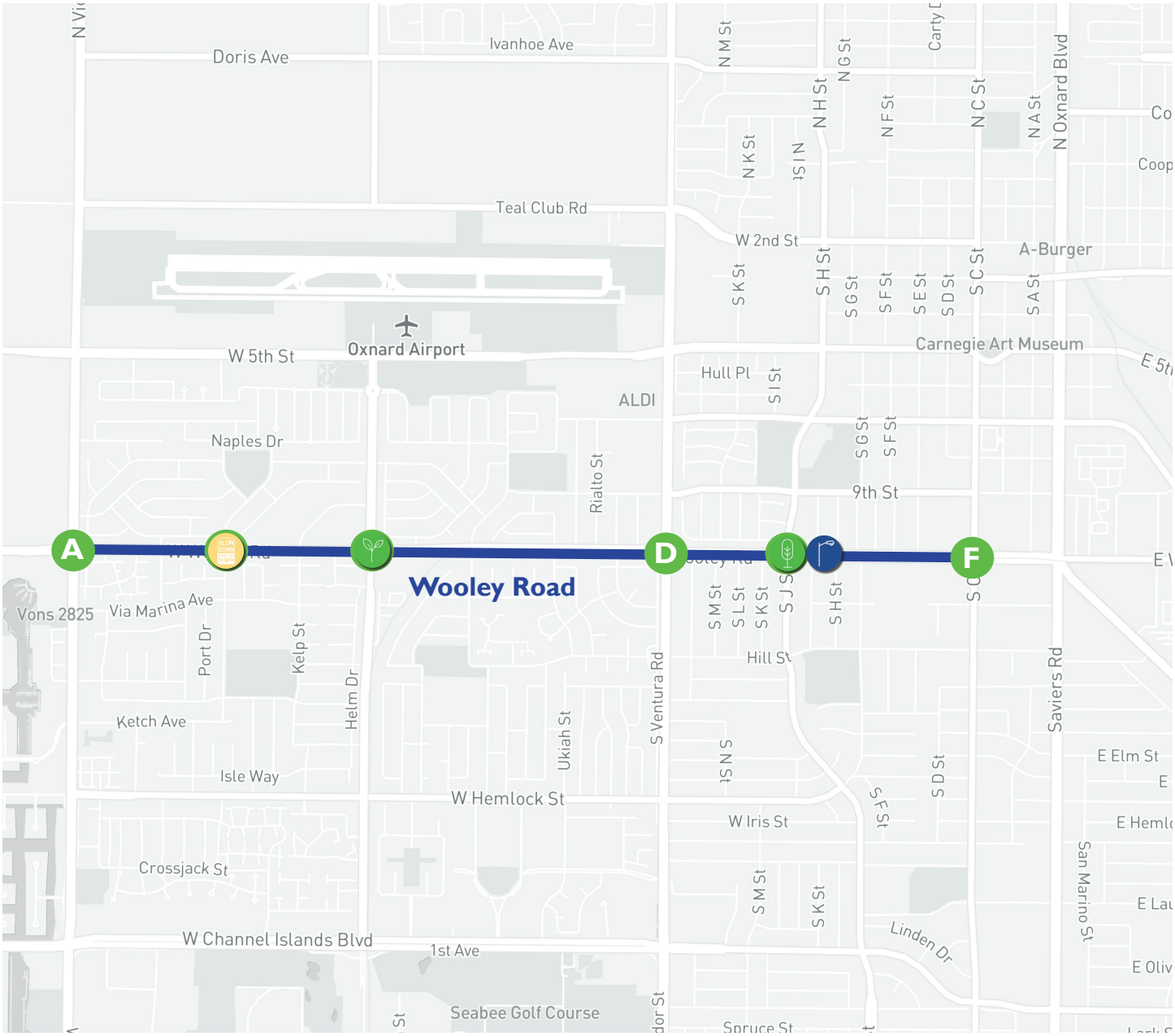
Greening Improvements	*2*
Trees	1
Planting	1
Bioswale	0
Permeable paving	0
Street Furniture Improvements	*1*
Trash can	0
Pedestrian lighting	1
Bus shelter	0
Benches	0
Electric vehicle charging	0
Street Design Improvements	*1*
Crosswalks	0
Slow speed limits	1
Sidewalks	0
Mobility Improvements	*0*
Bike lanes	0
Bike parking	0
Bikeshare	0
Scootershare	0
Carshare	0
"Add your own" Improvements	*0*

Oxnard

SUSTAINABLE TRANSPORTATION PLAN

Wooley Avenue

Victoria Avenue to C Street



CITY OF OXNARD CALIFORNIA

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

C Street

Citrus Grove Lane to Channel Island Boulevard

Priority Location 5 - *Summary of key comments from pop-up*

Crosswalks, bikeshare, and pedestrian lighting were requested along C Street. These improvements may nicely complement the suite of improvements initially considered by the project team (slowing cars and improving connections to key Oxnard destinations).

Improvements Desired by Community

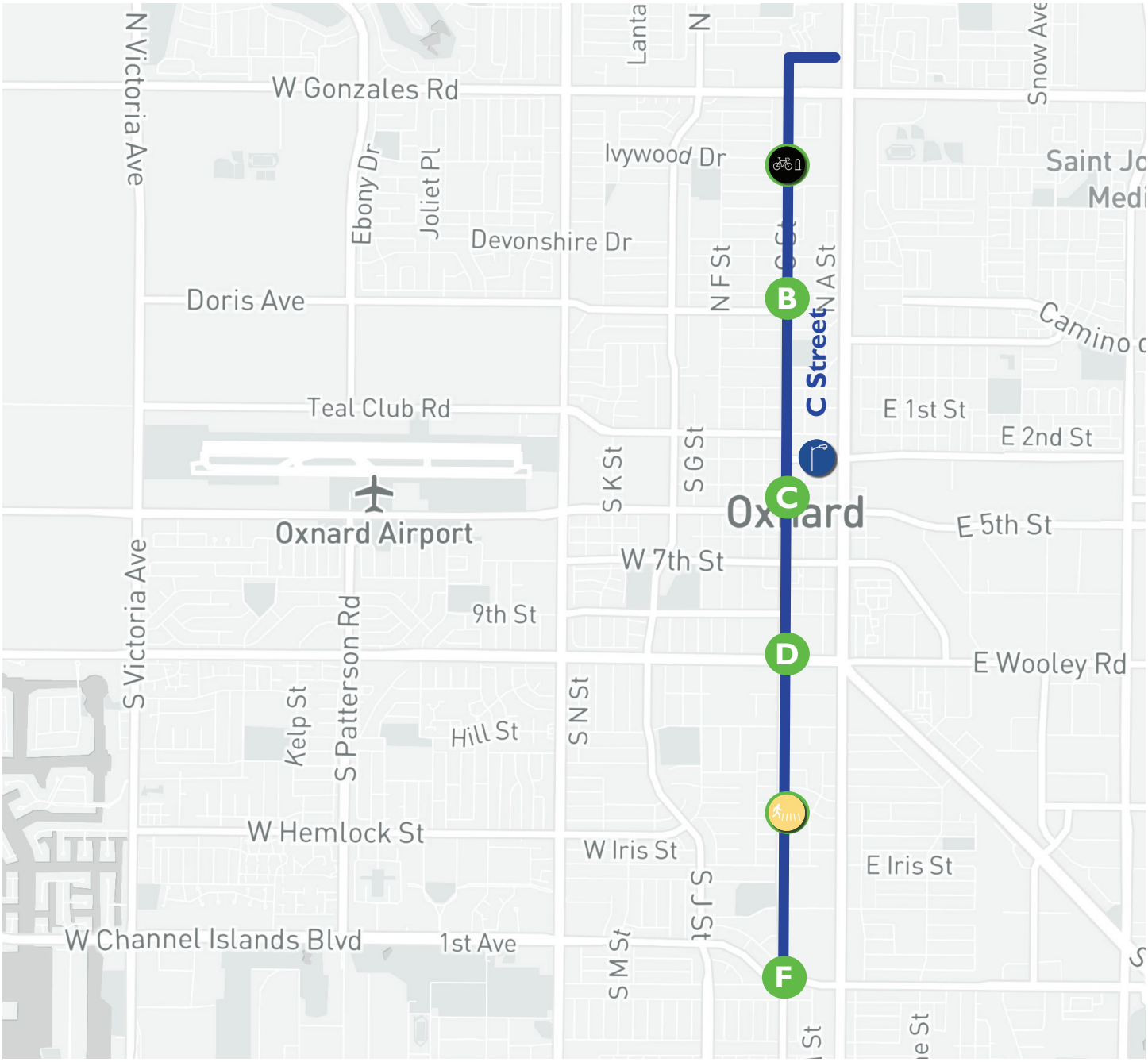
Greening Improvements	*0*
Trees	0
Planting	0
Bioswale	0
Permeable paving	0
Street Furniture Improvements	*1*
Trash can	0
Pedestrian lighting	1
Bus shelter	0
Benches	0
Electric vehicle charging	0
Street Design Improvements	*1*
Crosswalks	1
Slow speed limits	0
Sidewalks	0
Mobility Improvements	*1*
Bike lanes	1
Bike parking	0
Bikeshare	0
Scootershare	0
Carshare	0
"Add your own" Improvements	*0*

Oxnard

SUSTAINABLE TRANSPORTATION PLAN

C Street

Citrus Grove Lane to Channel Island Boulevard



Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Channel Islands Boulevard & Victoria Avenue

Victoria Avenue to Ocean Drive

Priority Location 6 - *Summary of key comments from pop-up*

Scootershare and shuttles to the beach were recommended on Channel Islands Boulevard and Victoria Avenue, which follow the project team's recommendations to improve access to transit and access to the beach.

Improvements Desired by Community

Greening Improvements	*0*
Trees	0
Planting	0
Bioswale	0
Permeable paving	0
Street Furniture Improvements	*0*
Trash can	0
Pedestrian lighting	0
Bus shelter	0
Benches	0
Electric vehicle charging	0
Street Design Improvements	*0*
Crosswalks	0
Slow speed limits	0
Sidewalks	0
Mobility Improvements	*1*
Bike lanes	0
Bike parking	0
Bikeshare	0
Scootershare	1
Carshare	0
"Add your own" Improvements	*1*
Shuttle to the beach	1

CITY OF OXNARD CALIFORNIA

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Channel Islands Boulevard & Victoria Avenue

Victoria Avenue to Ocean Drive

1. Other - Shuttle to the beach

CITY OF OXNARD CALIFORNIA

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Oxnard Boulevard

Gonzalez Road to Wagon Wheel Road

Priority Location 7 - *Summary of key comments from pop-up*

No community comments were made on the Oxnard Boulevard map.

Improvements Desired by Community

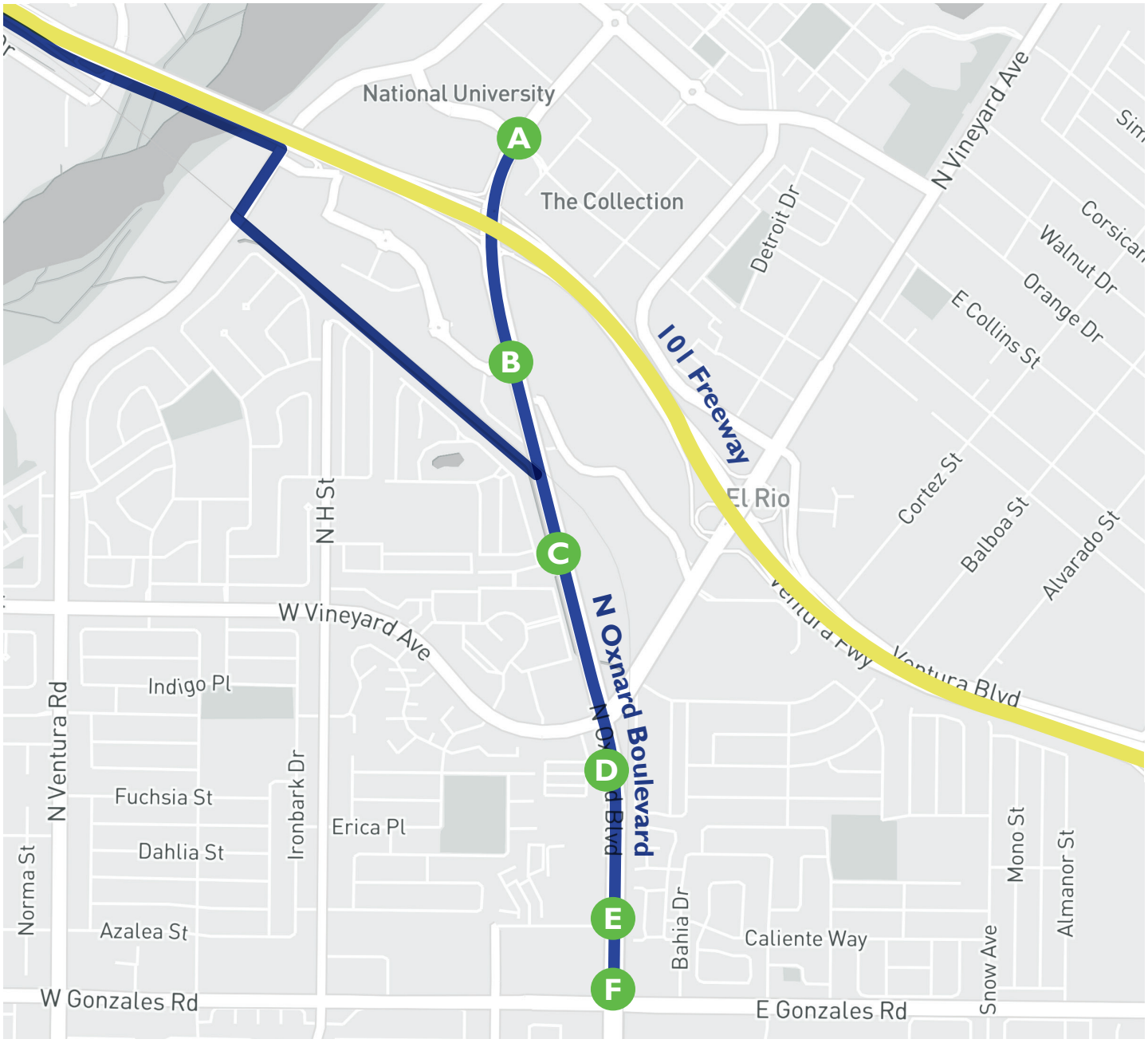
Greening Improvements	*0*
Trees	0
Planting	0
Bioswale	0
Permeable paving	0
Street Furniture Improvements	*0*
Trash can	0
Pedestrian lighting	0
Bus shelter	0
Benches	0
Electric vehicle charging	0
Street Design Improvements	*0*
Crosswalks	0
Slow speed limits	0
Sidewalks	0
Mobility Improvements	*0*
Bike lanes	0
Bike parking	0
Bikeshare	0
Scootershare	0
Carshare	0
"Add your own" Improvements	*0*

CITY OF OXNARD CALIFORNIA

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Oxnard Boulevard

Gonzalez Road to Wagon Wheel Road



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Oxnard

SUSTAINABLE TRANSPORTATION PLAN

Pop-Up Photos

Oxnard
SUSTAINABLE TRANSPORTATION PLAN

Pop-Up Photos

CITY OF OXNARD CALIFORNIA

Oxnard SUSTAINABLE TRANSPORTATION PLAN

Walk Audit Summary

Discussion around opportunities to improve transit information, such as real-time information and bilingual information.

OVERVIEW

Walk audits along segments of the Sustainable Transportation Plan (STP) priority corridors were conducted over the course of two days in June 2022 by engineering and planning staff from the Oxnard Public Works Department and Fehr & Peers on the STP project team. Members of the STP Advisory Committee and Focus Group were invited to participate, and representatives from the Mixteco Indigena Community Organizing Project (MICOP) and the Central Coast Alliance United for a Sustainable Economy (CAUSE) joined the walk audit. The purpose of the walk audits was to evaluate the existing conditions of the priority corridors and inform recommendations that encourage and improve multimodal transportation in Oxnard as part of the City of Oxnard's *Sustainable Transportation Plan*.

The walk audit segments were selected to reflect a representative set of land use and transportation contexts. During the audits, participants noted existing conditions, observed people's behaviors, and identified opportunities for improvement at specific locations. In addition, participants completed surveys to rate their experience, focusing on safety, accessibility, and greening/ sustainability conditions along the corridor.

Families walking in neighborhood, particularly around commercial areas.

Signage near Channel Islands Boulevard & Victoria Avenue illustrates a long history of biking and an opportunity to modernize wayfinding and signage.

WALK AUDIT LOCATIONS

Wooley Road

Escalon Drive to E Street

Gisler Avenue

Channel Islands Boulevard to California Street/Date Street

C Street

Channel Islands Boulevard to Guava Street

Channel Islands Boulevard

Wheelhouse Avenue to Peninsula Road

Vineyard Avenue

Oxnard Boulevard to River Park Boulevard

CITY OF OXNARD CALIFORNIA

Oxnard SUSTAINABLE TRANSPORTATION PLAN

Key Themes at all Locations

The following conditions were observed across multiple corridors. Location-specific observations and recommendations are noted on the following pages.

Pedestrians & Bicycles

- Narrow sidewalks
- Limited number of upgraded curb ramps
- High pedestrian activity around transit stops, commercial areas, and residential areas
- Opportunity to extend crossing time
- Sidewalk and bike facility gaps
- Limited number of bike racks around commercial land uses
- Bicyclists observed riding on sidewalk adjacent to bike lane

Transit

- Opportunity to add real-time and bilingual information
- Inconsistent provision of bus stop amenities, such as bus shelters, trash receptacles, and benches with backs

Vehicles

- Potential conflict points at locations with short merge lengths
- Vehicles traveling over posted speed limit
- Potential opportunity to repurpose vehicle space to improve multimodal access and safety

Urban Greening

- Limited shade
- Opportunities to add mulch and drought-tolerant native vegetation to medians and next to sidewalks
- Opportunities to convert excess right-of-way into green infrastructure, such as bioswales or permeable concrete

Observed high-visibility crosswalks and flashing beacons near key school entrances to enhance pedestrian visibility around schools.

Many bus stops would benefit from bus shelters.

Observed people crossing near Centerpoint Mall who may need more crossing time.

CITY OF OXNARD CALIFORNIA

Oxnard SUSTAINABLE TRANSPORTATION PLAN

Vineyard Avenue

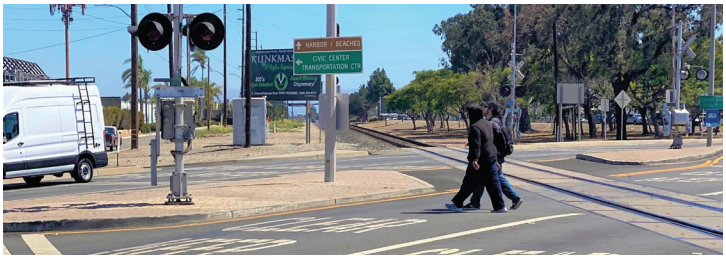
from Oxnard Boulevard to Riverpark Boulevard

CORRIDOR OVERVIEW

Number of Lanes		5 - 6
Posted Speed Limit		35 mph
AADT Estimate (2019)		15,000
Collision Trends (2016 - 2020)	**Top Violations:** • 32% Unsafe Speed • 16% Traffic Signals and Signs • 11% Vehicle Right of Way Violation	**Top Crash Types:** • 47% Rear End • 32% Broadside
Local Road Safety Plan Collision Profiles	• Nighttime Collisions on 4-5 Lane Roadways	

LAND USE & MOBILITY CATEGORIES

- Residential Access Barriers
- Major Commercial
- Micro-mobility Hub (The Collection)
- Safety



Observed people walking and biking using the medians around the railroad to cross the Vineyard Boulevard.

CORRIDOR FOCUS

- Improve low cost, sustainable access to shopping centers, especially along Esplanade Drive and The Collection, a major retail and employment hub, for more Oxnard residents
- Improve bicycle and pedestrian safety, particularly around railroad and freeway on/off ramps

EXISTING CONDITIONS

- Bus stops with shelters
- High bicycle and pedestrian activity
- Sidewalk gaps
- Pedestrians crossing mid-block across railroad
- Short pedestrian crossing time at Vineyard Avenue & Riverpark Boulevard intersection
- Limited landscaping and few shade trees

KEY OPPORTUNITIES FOR IMPROVEMENT

- Upgrade existing crosswalks with high-visibility striping
- Fill sidewalk gaps
- Explore adding mid-block pedestrian crossing opportunities
- Explore adding curb extensions at crosswalks to shorten pedestrian crossing distances
- Lengthen pedestrian crossing times at Oxnard Boulevard & Vineyard Avenue and Vineyard Avenue & Riverpark Boulevard
- Upgrade curb ramps

- Fill in bike facility gap on Vineyard Boulevard between Oxnard Boulevard and Riverpark Boulevard to connect to The Collection
- Install green conflict striping at intersections and driveways

- Plant and maintain trees and landscaping on medians and next to sidewalks
- Explore opportunities to add bioswales at spaces adjacent to the freeway entrance ramps and railroad right of way

CITY OF OXNARD CALIFORNIA

Oxnard SUSTAINABLE TRANSPORTATION PLAN

C Street

from Channel Islands Boulevard to Guava Street

CORRIDOR OVERVIEW

Number of Lanes		2
Posted Speed Limit		30 mph
AADT Estimate (2019)		13,000
Collision Trends (2016 - 2020)	**Top Violations:** • 18% Vehicle Right of Way Violation • 18% Traffic Signals and Signs • 17% Unsafe Speed	**Top Crash Types:** • 41% Broadside • 29% Rear End
Local Road Safety Plan Collision Profiles	• Broadside Collisions at Signals without Fully Protected Left Turns • Pedestrian or Bicycle-Involved Collisions at Major Non-Signalized Intersections	

LAND USE & MOBILITY CATEGORIES

- Slow Streets
- Future Residential
- First/Last Mile to Transit
- Transit Opportunity Corridor
- Micro-mobility Hub (Centerpoint Mall)

High pedestrian activity around transit stops at Centerpoint Mall.

CORRIDOR FOCUS

- Improve connections to major transit hubs: Centerpoint Mall, located along C Street, and Oxnard Transit Center, located a quarter mile east of C Street
- Parallel route to Oxnard Boulevard for slower modes

EXISTING CONDITIONS

- Real time transit information at bus stops
- High bicycle and pedestrian activity
- Flashing beacons for crosswalks with high pedestrian activity
- Bike lanes along corridor
- Sidewalk gaps
- Obstructions, such as utility poles and signage, along sidewalk
- Segments with narrow sidewalks
- Many people with additional mobility needs near Centerpoint Mall

KEY OPPORTUNITIES FOR IMPROVEMENT

- Upgrade existing crosswalks with high-visibility striping
- Increase sidewalk widths
- Explore adding curb extensions at crosswalks to shorten pedestrian crossing distances
- Lengthen pedestrian crossing times at C Street & Channel Islands Boulevard

- Extend bike lane facilities
- Install green conflict striping at intersections and driveways
- Install bike racks around commercial areas and bus stops

- Install bus shelters and benches at transit stops
- Consider lowering speed limit to 25 mph to improve bike and pedestrian safety

- Plant and maintain trees and landscaping on medians and next to sidewalks

CITY OF OXNARD CALIFORNIA

Oxnard SUSTAINABLE TRANSPORTATION PLAN

Gisler Avenue

from Channel Islands Boulevard to California/Date Street

CORRIDOR OVERVIEW

Number of Lanes	2	
Posted Speed Limit	25 mph	
AADT Estimate (2019)	6,000	
Collision Trends (2016 - 2020)	**Top Violations:** • 28% Unsafe Speed • 28% Vehicle Right of Way Violation	**Top Crash Types:** • 38% Rear End • 30% Broadside
Local Road Safety Plan Collision Profiles	• Pedestrian or Bicycle-Involved Collisions onRoadways with 2 - 3 Lanes and ≤ 25 mph Posted Speed Limit	

Opportunity for traffic calming so bicyclists feel comfortable biking on road.

CORRIDOR FOCUS

- Parallel route to Saviers Road for slower modes
- Neighborhood identified through community engagement with Safe Routes to School and speeding concerns

LAND USE & MOBILITY CATEGORIES

- Wide Residential Streets
- Safe Routes to School
- Slow Streets

EXISTING CONDITIONS

- High pedestrian activity around neighborhood commercial
- High visibility crosswalks near school and transit stops
- Narrow sidewalks
- Obstructions, such as utility poles and signage, along sidewalk
- Limited street lighting

KEY OPPORTUNITIES FOR IMPROVEMENT

- Upgrade existing crosswalks with high-visibility striping
- Explore adding curb extensions at crosswalks to shorten pedestrian crossing distances
- Upgrade curb ramps
- Install streetlights at intersections

- Enhance bike facilities along Gisler Avenue to connect with planned bike lanes on Cloyne Street, south of Channel Islands Boulevard & Gisler Avenue

- Add advance stop bars and explore adding protected left turns at Channel Islands Boulevard & Gisler Avenue
- Add traffic calming elements, such as speed humps or mini-roundabouts

CITY OF OXNARD CALIFORNIA

Oxnard SUSTAINABLE TRANSPORTATION PLAN

Channel Islands Boulevard

from Wheelhouse Avenue to Peninsula Road

CORRIDOR OVERVIEW

Number of Lanes	4 (Chan. Is.), 4 (Victoria)
Posted Speed Limit	45 mph (Chan. Is.), 50 mph (Victoria)
AADT Estimate (2019)	11,000 (Chan. Is.), 13,000 (Victoria)
Collision Trends (2016 - 2020)	**Top Violations:** • 41% Vehicle Right of Way Violation • 16% Unsafe Speed • 16% Traffic Signals and Signs **Top Crash Types:** • 49% Broadside
Local Road Safety Plan Collision Profiles	• Unsafe Speed Collisions Along Roadways with 4-5 Lanes • Nighttime Collisions on 4-5 Lane Roadways • Hit Object Collisions at Major Intersections

LAND USE & MOBILITY CATEGORIES

- Access to Recreation
- Micro-mobility Hub
- Safety

Many cyclists using sidewalk.

CORRIDOR FOCUS

- Improve access to the beach for pedestrians, bicyclists, and transit users repeatedly identified through community engagement
- Wayfinding opportunities

EXISTING CONDITIONS

- High bicycle and pedestrian activity
- Good tree coverage on Channel Islands Boulevard, east of Victoria Avenue, near bus stop
- Sidewalk gaps
- Short pedestrian crossing times
- Degraded wayfinding signage
- Gaps in bicycle facilities

KEY OPPORTUNITIES FOR IMPROVEMENT

- Explore designs for a protected intersection
- Upgrade existing crosswalks with high-visibility striping
- Upgrade curb ramps
- Lengthen pedestrian crossing times
- Upgrade and add wayfinding signage

- Explore designs for a protected intersection
- Install green conflict striping at intersections and driveways
- Stripe buffer for bike lanes on all approaches
- Improve bicycle facility for cyclists traveling southbound on Victoria Avenue towards the intersection of Channel Islands Boulevard & Victoria Avenue
- Explore coordination with property owner(s) to pilot or install a micro-mobility hub (e.g., bikeshare/scootershare parking) near the transit stop

- Install bus shelters and benches at transit stops
- Install advance stop bars at each intersection approach
- Narrow travel lanes and reallocate space to enhance bike lanes

CITY OF OXNARD CALIFORNIA

Oxnard SUSTAINABLE TRANSPORTATION PLAN

Wooley Road

from Escalon Drive to E Street

CORRIDOR OVERVIEW

Number of Lanes	4	
Posted Speed Limit	40 mph	
AADT Estimate (2019)	15,000	
Collision Trends (2016 - 2020)	**Top Violations:** • 23% Unsafe Speed • 20% Vehicle Right of Way Violation • 19% Traffic Signals and Signs	**Top Crash Types:** • 36% Broadside • 34% Rear End
Local Road Safety Plan Collision Profiles	• Nighttime Collisions on 4-5 Lane Roadways • Hit Object Collisions at Major Intersections • Pedestrian or Bicycle-Involved Collisions at Major Non-Signalized Intersections • Bicycle-Involved Collisions with Vehicles Proceeding Straight at Signals	

Opportunity for greening and trees along sidewalk.

CORRIDOR FOCUS

- Improve bicyclist and pedestrian safety, particularly at railroad crossings
- Enhance pedestrian crossings
- Build on City's CIP project to add bike lanes

LAND USE & MOBILITY CATEGORIES

- Safety
- Safe Routes to School
- Transit Opportunity Corridor
- First/Last Mile to Transit

EXISTING CONDITIONS

- Many people walking and bicycling around residential neighborhoods
- Narrow sidewalks
- Obstructions, such as utility poles and signage, along sidewalk
- Limited pedestrian crossing opportunities due to railroad in median

KEY OPPORTUNITIES FOR IMPROVEMENT

- Upgrade existing crosswalks with high-visibility striping to encourage crossing at designated crosswalks
- Increase sidewalk widths east of Wooley Road & Ventura Road
- Explore adding pedestrian crossing opportunities to encourage crossing at designated crosswalks
- Explore adding curb extensions at crosswalks to shorten pedestrian crossing distances

- Stripe buffer for bike lanes
- Add bike racks at commercial areas

- Coordinate with Gold Coast Transit District to upgrade bus stops with seating and shade
- Narrow travel lanes and reallocate space to enhance bike lanes

- Add vegetation along south side of Wooley Road for cooling
- Explore opportunities to create a more permeable and/or cooler surface

CITY OF OXNARD CALIFORNIA

Oxnard SUSTAINABLE TRANSPORTATION PLAN

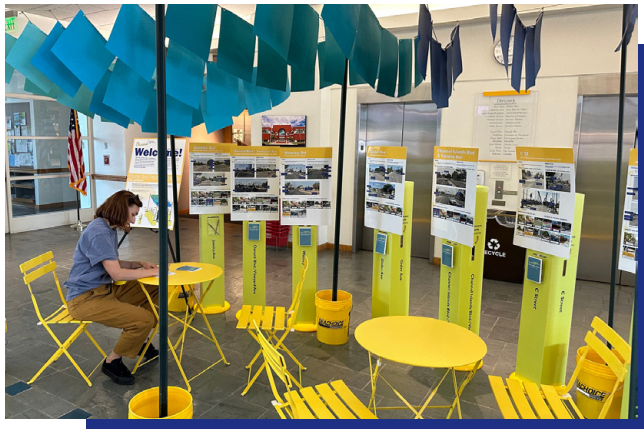
Join Us!

Share your input about the Sustainable Transportation Plan!

Come learn about the **Sustainable Transportation Plan** and give us your input about what street improvements you would like to see around the City!

You'll have an opportunity to:

- Participate in an interactive community activity
- Get information about streets in Oxnard
- See a shade structure example
- comment on ideas and concepts that may be included in the final plan.

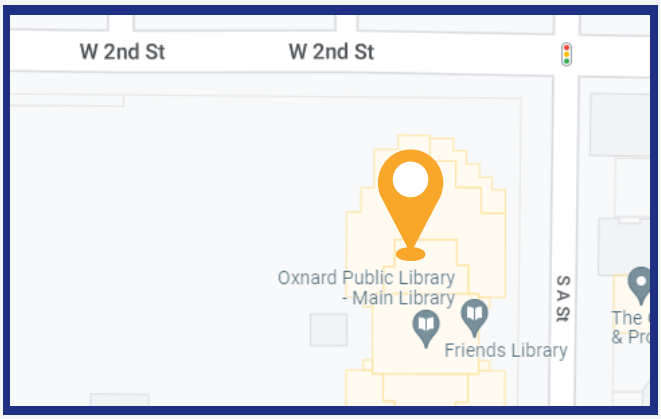


DATE:

Now through February 15, 2023

LOCATION:

Oxnard Public Library
Main Library Lobby
251 South A Street



TIME:

Any time during library hours:
Monday - Thursday: 9 AM - 8 PM
Saturday: 9 AM - 5:30 PM

The final Oxnard Sustainable Transportation Plan will be completed in early 2023.
To learn more about the Plan, visit our project website: ***www.oxnard.org/sustainable-transportation-plan/***

CITY OF OXNARD CALIFORNIA

For more information, please email stp@oxnard.org

PUBLIC WORKS DEPARTMENT
TRANSPORTATION AND MOBILITY DIVISION

04

Chapter 04

Catalog of Streetscape Elements

Chapter 4: Catalog of Streetscape Elements

This catalog of streetscape elements serves as a toolkit of mobility, greening, and placemaking strategies to shift Oxnard's transportation network and land use patterns from auto-oriented to people-oriented. This catalog includes elements that not only apply to the priority locations described in Chapter 6 but can also be implemented across the city.

Developing and maintaining a list of locations across the city where streetscape elements may be applicable can assist the City with annual budgeting and project management resource allocation. Connecting a project list with the City's budgeting process is recommended to keep the STP recommendations and options implementation ready.

Each element includes a description and considerations for implementation, such as level of effort and guidance around design and siting. Given the varying timelines for project options identified in the STP, cost estimates are included in Appendix C since actual costs will vary depending on the specific project context and timing.

The elements are organized into "Mobility" and "Greening & Placemaking" and can be found on the following pages:

Mobility Element	Page
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Enhanced Pedestrian Infrastructure	33
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Mobility Elements

Bike Racks

Bike racks provide a place for cyclists to lock their bikes and should be installed near the entrance of schools, parks, community centers, commercial areas, and bus stops to encourage biking. Without adequate bike parking, riding a bike is implicitly discouraged.

CONSIDERATIONS FOR IMPLEMENTATION

Bike racks should be put in visible and open places, with preferential access to the destination, if possible. This has the effect of allowing cyclists to easily ride and lock up and also deters theft because of heavier foot traffic.

In some places, such as schools/ universities, transit stations, and places of employment, longer-term bike parking may be desirable. These could take the form of bike lockers, bike cages, or secure-access bike rooms. These solutions would be more costly and require coordination with third parties, as many of these facilities would likely not be located in the public right-of-way.

Bike racks provide places for bicyclists to park and lock their bikes. Source: City of Oxnard.

Enhanced Bike Infrastructure

Improving bike infrastructure in roadways can help make cycling safer by restricting the encroachment of motorized traffic. These enhancements can also improve drivers' visibility and awareness of bicyclists on the street. Some options to enhance bike infrastructure include:

- **Bike Lane:** Provides dedicated street space for bike travel, typically adjacent to outer vehicle travel lanes. A bike lane with designated striping, pavement markings, and signage is a "Class II" bike lane.
- **Buffered or Protected Bike Lane:** Includes additional separation between bicyclists and vehicle traffic. Separation may take the form of painted buffers on the street surface or vertical elements on the street surface that separate the bike lane from moving vehicles. Physical separation may consist of plastic posts, parked vehicles, or a landscaped raised median. A bike lane with vertical separation elements is a "Class IV" bike lane.
- **Green Conflict Striping:** Consists of green dashes painted in bike lanes as they approach and/or go through an intersection or driveway. These stripes can be applied to a Class II or Class IV bike lane.
- **Bike Box (two stage left turn):** Offers bicyclists a safe way to make left turns at multi-lane signalized intersections from a right-side bike lane. See NACTO's Urban Bikeway Design Guide for more details.
- **Protected Intersection:** Uses corner islands, curb extensions, and colored paint to delineate bicycle and pedestrian movements across an intersection.

Bike boxes (two stage left turns) offer bicyclists a safe way to make turns at intersections. Source: Laura Sandt, pedbikeimages

Protected intersections use corner islands, curb extensions, and colored paint to delineate bicycle and pedestrian movements. Source: NACTO.

CONSIDERATIONS FOR IMPLEMENTATION

The level of effort to implement most enhanced bike infrastructure is relatively low. Many involve simply painting existing pavement or minor adjustments to existing street facilities, which can be incorporated into street resurfacing projects. Coordinating improvements, including installing thermoplastic, may be delayed to coordinate with resurfacing, which ultimately limits construction disruptions and uses resources more efficiently. Class IV bike lanes with landscaped or concrete vertical separation and protected intersections will require additional effort as they involve more complex engineering design but offer more protection.

Enhanced Pedestrian Infrastructure

Improved pedestrian facilities can help make walking safer, more comfortable, and more accessible. Some options to improve pedestrian infrastructure include:

- **New Sidewalk (Fill Gaps):** Walking along streets can be dangerous in places where there is no sidewalk. Filling in gaps in the sidewalk network makes it easier and safer for people to walk to more destinations. Adding new sidewalk is also an opportunity to include shade trees or landscaping along the roadway. Landscaped parkways provide more protection for pedestrians from vehicular traffic, provide shade, absorb stormwater, and increase green space.
- **Sidewalk Widening:** Broader sidewalks provide a more comfortable space for pedestrians, particularly in locations with high volumes of pedestrians, such as around transit stops, schools, and commercial areas. Widening a sidewalk can create opportunities for tree wells or landscaped parkways where there are none.
- **Upgraded Curb Ramps:** Improvements to curb ramps primarily involve installing tactile warning devices (e.g. truncated domes) that alert visually impaired pedestrians of a pedestrian crossing. Upgrades should include all elements of compliance with Americans with Disabilities Act Accessibility Guidelines, such as ramp slope and landing areas. The City's current practice is to upgrade curb ramps as part of regular street resurfacing.

Upgraded curb ramps can alert visually impaired pedestrians of a pedestrian crossing. Source: City of Oxnard.

CONSIDERATIONS FOR IMPLEMENTATION

The level of effort required to upgrade existing curb ramps is relatively low if there is sufficient space. However, in areas with limited roadway space, installing completely new sidewalks, upgrading curb ramps, and sidewalk widening may involve more effort and cost as it could involve reallocation of existing street space, utility considerations, such as existing power poles and traffic signal equipment,and require community buy-in.

Enhanced Markings at Crossings

Effective markings at crossings can help improve pedestrians' ability to see cars and drivers' ability to see pedestrians. They highlight designated pedestrian crossing opportunities and reduce accessibility barriers in the pedestrian network. Some options to enhance markings at crossings include:

- **Advance Stop Bar:** A horizontal stripe painted ahead of the crosswalk at stop signs and signals to indicate where drivers should stop. See CA MUTCD Section 3B.16 for more information.
- **Advance Yield Markings:** Placed 20 to 50 feet in advance of a marked pedestrian crossing to alert drivers of an upcoming pedestrian crossing. See CA MUTCD Figures 3B-16, 3B-17, and 3B-18 for yield markings guidance.
- **High-Visibility Crosswalk:** Clearly marked, high-contrast pedestrian crossings encourage motorists to exercise caution and yield to pedestrians. See Section 3B.18 of the CA MUTCD for more detail.
- **Artful/Creative Crosswalk:** A beautiful crosswalk invites people to walk in it. Creative crosswalks are also an opportunity for local organizations to make their mark in the community. Implementation of creative projects like these is also an opportunity for the City of Oxnard to build and strengthen their relationship with community organizations, such as the Oxnard Performing Arts Center. See the FHWA memo titled "MUTCD -- Official Ruling 3(09)-24(I) -- Application of Colored Pavement" for more information.

Advance stop bar and high-visibility crosswalk treatments at intersection
Source: FHWA

Artful/creative crosswalks can promote walking and enhance the street environment.
Source: SCAG

CONSIDERATIONS FOR IMPLEMENTATION

The level of effort to implement most enhanced markings at crosswalks is relatively low and can be implemented as part of street resurfacing projects. Most projects would require only the installation of signage, striping, or minor infrastructural improvements. Artful/creative crosswalks involve additional effort as they require coordination, additional maintenance, and engagement with the local community but can also give community members a sense of ownership in advocating for roadway safety and contributing to placemaking.

Enhance Pedestrian Safety at Uncontrolled Locations

There are a number of strategies to make uncontrolled locations safer for pedestrians: establish a formalized pedestrian crossing, improve visibility of pedestrians, and/or increase drivers' awareness of people who are crossing. Some options to enhance pedestrian safety at uncontrolled locations include:

- **RRFB:** A rectangular rapid flashing beacon (RRFB) is another type of pedestrian-activated signal. In addition to flashing lights, these incorporate signage to alert motorists of a pedestrian crossing. The City is exploring RRFB guidelines for implementation.
- **Pedestrian Hybrid Beacon (PHB):** Also known as a High-intensity Activated Crosswalk (HAWK), this signal is a flashing light with electrical components, poles, mast arms, and signal heads that notifies oncoming motorists to stop when a pedestrian needs to cross. The signal is activated by the presence of a pedestrian (either through pushing a button or some other form of detection) and alerts motorists with a series of red and yellow lights. See CA MUTCD Section 4F for more detail.

Pedestrian hybrid beacons alert drivers to stop for crossing pedestrians with a series of red and yellow lights. Source: Mike Cynecki, pedbikeimages.

RRFBs alert motorists of a crossing pedestrian with a pedestrian-activated flashing light. Source: City of Oxnard

CONSIDERATIONS FOR IMPLEMENTATION

Enhancing pedestrian safety at uncontrolled locations requires a medium level of effort, as some projects may have high cost and could involve significant engineering design work or analysis of roadway characteristics such as speed and vehicle volume.

Green Alley

This strategy transforms alleys, which are typically vehicle-oriented, into inviting public spaces for people who walk and bike. These changes happen with striping, signage, pedestrian-scale lighting, landscaping, and permeable pavements (see description in greening section on page 47). Green alleys can serve as slow speed routes parallel to busier roadways and support safe routes to school and placemaking.

CONSIDERATIONS FOR IMPLEMENTATION

Green alleys require a high level of effort as they involve robust public outreach and input, careful planning and analysis of potential locations and more complex engineering design.

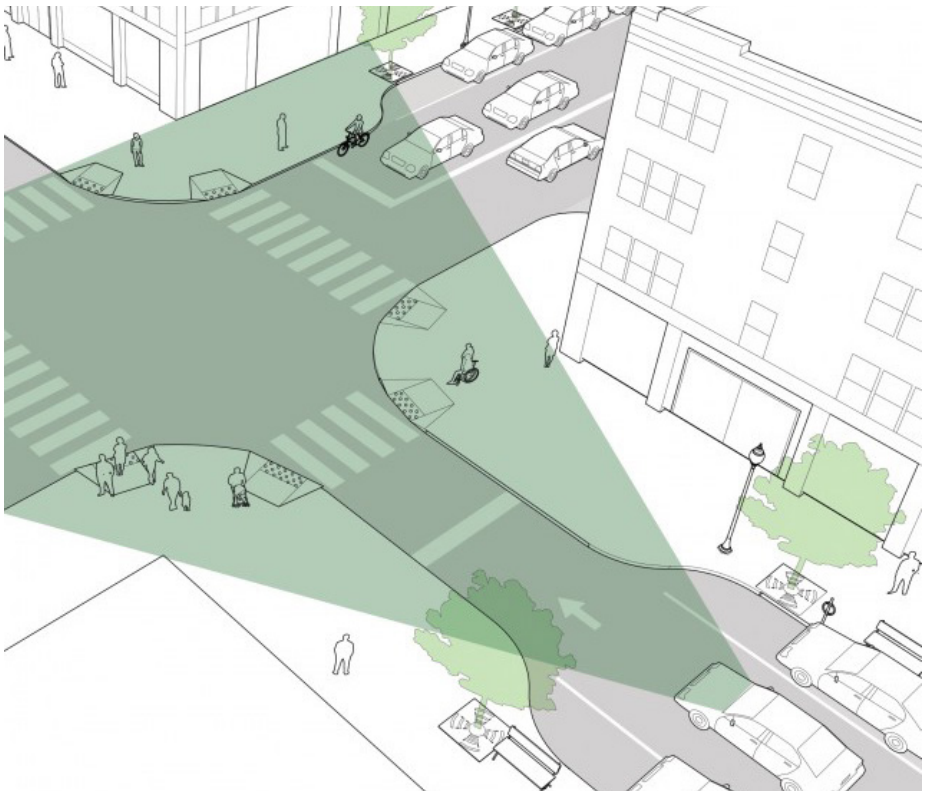
Green alleys can serve as an alternate bicycle and pedestrian network. Source: City of Oxnard

Improve Sight Distance

Intersections are safer when pedestrians, cyclists, and motorists crossing can see each other. Improving sight distance involves removing objects that block drivers and pedestrians from having a clear sightline. This may include installing red curb at intersection approaches to prevent parked vehicles (also called "daylighting"), trimming back or fully removing landscaping, or removing or relocating large signs.

CONSIDERATIONS FOR IMPLEMENTATION

Improving sight distance requires a low level of effort. If an intersection requires a more extensive red curb that would remove a significant amount on-street parking, additional community engagement may be warranted.



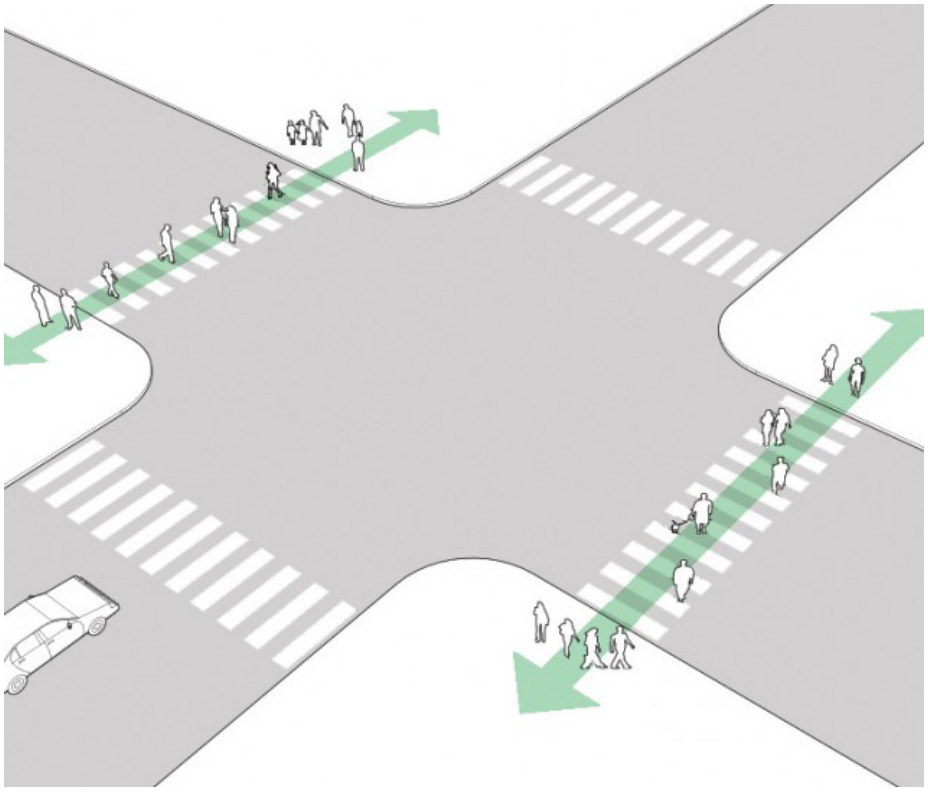
Improving sight distance helps ensure that drivers and pedestrians have clear visibility of each other. Source: NACTO.

Leading Pedestrian Interval

A leading pedestrian interval (LPI) allows pedestrians to begin crossing an intersection 3 - 7 seconds before vehicles are given a green indication. LPIs help improve pedestrian visibility and safety at signalized intersections that experience a high volume of turning vehicle and pedestrian/vehicle crashes. The City has forthcoming LPI guidelines for implementation.

CONSIDERATIONS FOR IMPLEMENTATION

Leading pedestrian intervals require a low level of effort as implementation involves minor signal timing changes.



Leading pedestrian intervals allow pedestrians to cross intersections in advance of vehicles to improve visibility and safety. Source: NACTO.

Local Circulators

Local circulators are free or low-cost transit buses or shuttles that operate in a fixed loop, providing short distance trips between destinations (e.g., Oxnard Transit Center or commercial plazas). Local circulators can fill a travel gap, such as access to the beach, where existing transit service is missing. In addition to the City of Oxnard, Gold Coast Transit District, Business Improvement Districts, and Visit Oxnard are organizations that may partner and/or lead the development and management of a local circulator.

CONSIDERATIONS FOR IMPLEMENTATION

Establishing and managing a local circulator route(s) requires a high level of effort as it requires shuttles (either purchased or provided by a transit agency), route and schedule planning, and ongoing funding. These elements would require the City to work with GCTD, who serves as the transit operator in Oxnard.

City of Long Beach launched an electric shuttle program in Fall 2022. Source: Press-Telegram

The City of Oakland Free Broadway Shuttle provides connections to transit stations and commercial destinations in Downtown Oakland. The shuttle is provided by the Oakland Department of Transportation in partnership with local transit agencies, business improvement districts, the county transportation commission, and regional air quality management district. Source: City of Oakland

Mobility Hub

A mobility hub gathers access points for a variety of transportation modes and mobility-related services in a central place. Sometimes this means locating services like bikeshare, park & ride lots, or electric vehicle charging at transit centers or high ridership bus stops. In other cases, mobility hubs include retail opportunities and commercial uses that serve common household needs such as grocery stores, childcare centers, or healthcare facilities. Deliberately placing these modes and services near each other makes it easier for people to learn about and access a variety of sustainable transportation modes.

Mobility hubs typically differ based upon community needs, as well as transportation and land use contexts. A mobility hub located in a suburban area may offer more multi-modal and regional connections, such as park-and-ride lots. Meanwhile a denser, transit-focused area around a single bus stop may focus more on first/last mile connections.

CONSIDERATIONS FOR IMPLEMENTATION

Establishing a mobility hub requires a high level of effort as it involves careful planning with the local community, coordination with several transportation providers, potential right-of-way acquisition or approval for private property use as a mobility hub, and extensive engineering design.

Mobility hubs allow for easy access to multiple sustainable transportation modes.
Source: Futuretransport-News

TABLE 3. MOBILITY HUB PHASING SUMMARY

Phase 1 Features	Phase 2 Features	Phase 3 Features
Approximately one corner block frontage (0.25-acre max)	Approximately one corner block frontage + some internal site development (0.25-0.5-acre max)	Approximately 1-3 acres, ½ block to full block development
▪ Basic info kiosk, signage, and wayfinding ▪ Bus stop, bench ▪ Bicycle racks ▪ Minimum area equivalent to approximately 2 parking spaces to accommodate a flex mobility zone for use with mobility elements including but not limited to bikeshare, scooter share, TNC drop-off /pick-up, and taxi	Everything from Phase 1 plus: ▪ Covered shelter(s) ▪ Improved lighting ▪ Fare purchase kiosks ▪ Placemaking elements: trees, public art, landscaping, food carts, community information, creative seating options, etc. ▪ Electric conduit installed for future electrification purposes ▪ Minimum of 4 dedicated on-street parking spaces for flex mobility (bike and scooter share) ▪ Minimum area equivalent to 4 parking spaces for dedicated flex mobility space (mainly for TNC drop-off / pick-up taxi and 2 carpool/park-and-ride)	Everything from Phase 1 and 2 plus: ▪ Transit frequency/service upgrades ▪ On-street bus bays and transit center infrastructure ▪ Customer service/operations center with indoor waiting area, restrooms, USB charging ports, and Wi-Fi ▪ Bicycle/gear lockers ▪ Improved pedestrian and bicycle elements: upgraded crosswalks, street lighting, sidewalks, curb bulb-outs. Integration with low stress biking/walking network ▪ Electrification to support real-time information displays and EV charging ▪ 4-6 EV charging stalls ▪ Minimum area equivalent to 6 dedicated parking spaces for flex mobility (bike and scooter share, TNC drop-off / pick-up, taxi, carpool/park-and-ride spaces, etc.)

Mobility hubs can be expanded in phases to introduce low-cost but high impact features and gradually expand amenities as funding, development, and user demand allow. The table above is from the Bend Mobility Hubs Feasibility Study & Pilot Project Development Report.
Source: Bend Metropolitan Planning Organization.

Multi-Use Path

Multi-use (or shared-use) paths are designed for non-motorized modes and separated from the roadway. They are built on exclusive right-of-way with minimal interruption by motor vehicles. These paths encourage people to bike and walk by providing a safer and more enjoyable space to do so.

CONSIDERATIONS FOR IMPLEMENTATION

Establishing a multi-use path requires a high level of effort for careful planning with the local community, potential right-of-way acquisition, and extensive engineering design. Multi-use path planning should also take citywide connections and path start and end points into consideration.

Multi-use paths provide additional recreational space for people who walk and bike. Source: City of Oxnard

Raised Median

A raised curb in the center of the roadway restricts turning movements or separates opposing travel lanes. Raised medians also provide space for landscaping that can help with stormwater retention and increase green space. Taller landscaping also serves as vertical elements in a driver's field of vision, and subtly encourages slower speeds.

CONSIDERATIONS FOR IMPLEMENTATION

Raised medians require a medium level of effort as they require civil, landscape and traffic/geometric design.

Raised medians help restrict turning movements or separate opposing travel lanes. Source: City of Oxnard.

Road Reconfiguration

Reconfiguring a roadway reduces roadway space dedicated to vehicle travel to create room for bicycle facilities, wider sidewalks with parkway landscaping, and/or center turn lanes. Road diets promote non-motorized modes of travel by designating street space for all road users.

CONSIDERATIONS FOR IMPLEMENTATION

Reconfiguring a roadway requires a high level of effort as they involve traffic operations studies, extensive community outreach, and buy-in from local businesses and residents.

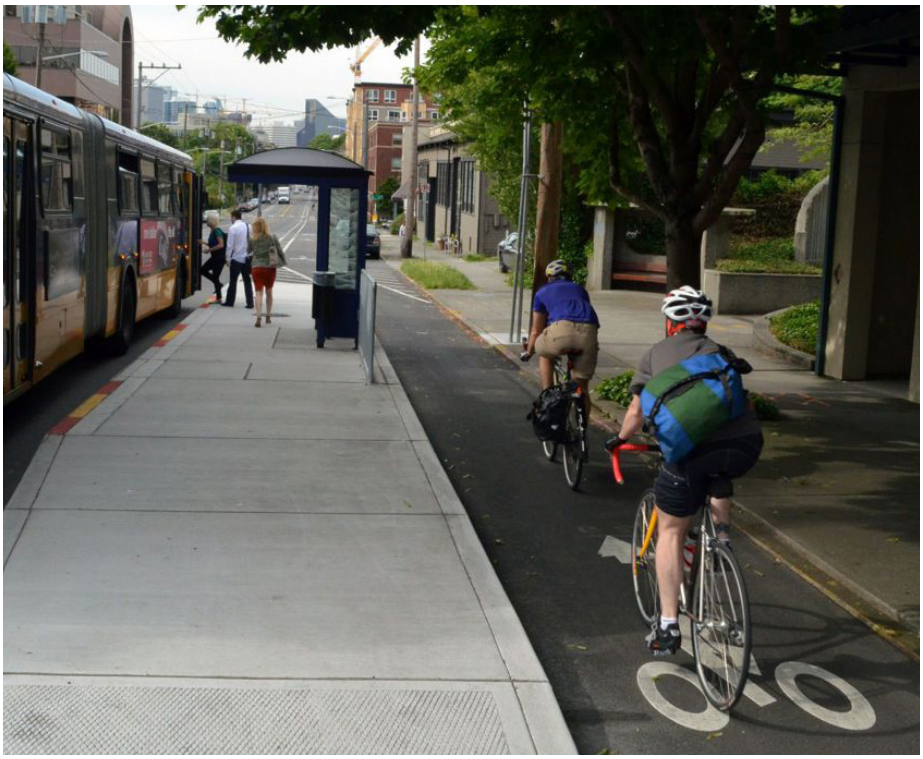
Road diets reallocate vehicle lane space to bicycle and pedestrian facilities. Source: NACTO.

Upgrade Bus Stops

Upgrading bus stops includes adding amenities such as lighting, real time information, benches, shelter, shade, and landing pads for those in a wheelchair. This improvement adds to the comfort and attractiveness of using public transit. Upgrading bus stops can also involve modifying infrastructure, such as:

- **Boarding Bulb Transit Stop:** Create an in-lane stop for transit vehicles by aligning the transit stop with the parking lane, improving the efficiency of passenger boarding and alighting and providing more space for passengers to wait. They can also create opportunities for low-level landscaping or water retention.
- **Side Boarding Island Transit Stop:** Separate the boarding area from the sidewalk with a bike lane, eliminating conflicts between transit vehicles and bikes at stops.

Boarding bulb transit stops align the transit stop with the parking lane to improve passenger loading/unloading efficiency. Source: NACTO.



Side boarding island stops separate the boarding area from the sidewalk with a bike lane. Source: NACTO.

CONSIDERATIONS FOR IMPLEMENTATION

Installing amenities at bus stops like benches and lighting generally requires a low level of effort. Installing transit boarding islands involves a higher level of effort, as these changes require modifications to the curb, potential reallocation of street space to construct boarding islands, and potential community outreach. The City would need to work with GCTD, who serves as the transit operator in Oxnard.

Speed and Volume Management

Speed and volume management strategies help encourage the use of more sustainable modes of transportation by improving safety. Some options to manage the speed and volume of vehicles include:

- **All-Way Stop Control (AWSC):** Requires all vehicles to stop before crossing the intersection. The California Manual on Uniform Control Devices provides guidance on warrants that must be met to install an AWSC and requires an "ALL WAY" sign should be placed under the octagonal stop sign at AWSC intersections.
- **Curb Extension (Bulbout):** Extends the sidewalk or curb line into the parking lane to visually and physically narrow the roadway, which increases pedestrian visibility and shortens crossing distances for pedestrians. Curb extensions also create space for low-level planting and/or bioswales. In areas with flooding constraints, integrating roadway drainage inlets into bulbouts can mitigate localized stormwater flooding and runoff, reducing the impact of these concerns for pedestrians and cyclists.
- **Reduce Intersection Curb Radius:** A smaller turning radius requires motorists to slow down when making a turn. This modification also improves visibility between pedestrian and motorists and shortens the pedestrian crossing distance.
- **Neighborhood Traffic Circle:** A circular island with a small diameter (45-90 feet) which keeps traffic flowing in only one direction. These provide opportunities to increase green space by planting a tree or low-level planting for stormwater retention.
- **Speed Humps:** Typically 3-4 inches high and 12-14 feet wide, intended to slow vehicle speeds on low volume, low speed roads. Speed humps reduce speeds to 15-20 miles per hour.
- **Raised Intersection:** Elevates the crosswalks and space within the intersection to bring vehicles to the sidewalk level. These serve as a traffic calming measure by requiring vehicles to slow down, extending the sidewalk context across the road. They also improve accessibility for people who use strollers or wheelchairs by eliminating the need for ramps.

CONSIDERATIONS FOR IMPLEMENTATION

Most speed and volume management strategies require a medium level of effort for engineering studies (e.g. warrants) and design.

Neighborhood traffic circles create an opportunity to increase greening elements. Source: City of Oxnard

Curb extensions with low-level planting or bioswales increase greening and create a buffer between cars and people walking. Source: City of Oxnard

Greening & Placemaking Elements

Art Program for Public Spaces

An art program for public spaces may include sculptures, painted utility boxes and benches, and gateways. Artful elements in public spaces can provide space and opportunity for local artists while deterring graffiti and increasing the attractiveness and beautification of a city. This can encourage more people to walk, as the environment becomes more inviting. Downtown Oxnard has artful utility boxes, which have been designed by local artists through a pilot program hosted by the City and the Oxnard Downtown Management District.

CONSIDERATIONS FOR IMPLEMENTATION

There is a low level of effort for planning, developing, and painting public utility boxes. City efforts center on the planning and coordination of the program, rather than creating the art on the boxes themselves.

Artful utility boxes, designed by located artists, in Downtown Oxnard.
Source: City of Oxnard

Bioswale

A bioswale is an above-ground stormwater system that captures and filters stormwater runoff. If designed with adequate capacity, bioswales reduce the potential for flooding during heavy precipitation events. For sites without adequate water quality control systems, bioswales can reduce frequent high and low flows from surface runoff by recharging the underlying groundwater table. Bioswales require a wide parkway.

CONSIDERATIONS FOR IMPLEMENTATION

A bioswale constructed within an existing parkway may require a medium level of effort for planning, development, construction, and maintenance. However, a number of factors can increase the complexity and effort of a bioswale project. For example, costs may increase to create or expand a parkway or to alter utilities and the public right-of-way. The complexity, and even viability, of a bioswale is also affected by soil type and percolation rate, groundwater table, size of drainage area, imperviousness of the contributing watershed, and dimensions and slope of the bioswale. Bioswales also require periodic maintenance to restore adequate flow and function. Potential installation areas must undergo soil sampling to assess the viability of constructing a bioswale.

A bioswale with an inlet gathers stormwater that would have pooled in this parking lot.
Source: Sustainable Technology Evaluation Program

A light gray cool pavement coating applied in Los Angeles was found to have a 10-degree reduction in heat.
Source: New York Times

Cool Pavement

Cool pavement is made of materials that reflect solar radiation and therefore remains cooler than conventional pavement. As the number of extreme heat days in Oxnard may rise with climate change, using cool pavement can reduce urban heat island effects and create an overall drop in localized temperature. This is particularly beneficial to vulnerable populations that may be more impacted by heat, including young children, older adults, people with disabilities, outdoor workers, people experiencing homelessness, and individuals with chronic health diseases or conditions. Some cool pavement materials are also permeable, which offer the additional benefits of absorbing stormwater runoff, or reflective, which can increase the visibility of pedestrians at night.

CONSIDERATIONS FOR IMPLEMENTATION

There is a moderate level of effort for the planning, development, construction, and maintenance of cool pavement. Cool pavements still have not been widely tested at scale; therefore implementation will require research and design efforts. There are also maintenance considerations expected for periodic reapplication to maintain reflectivity of the cool pavement. If cool pavements are implemented in the ADA path of travel, incorporating accessibility requirements may involve extra planning and construction.

Landscaping and Trees

Planting trees, plants, and shrubs in urban spaces has many benefits:

- Absorb noise pollution
- Filter air pollutants
- Promote walking and bicycling by making the surrounding environment more inviting and pleasant
- Reduce the urban heat island effect
- Reduce stormwater runoff and flooding risk

Bulbouts, parkways, and medians present opportunities to add landscaping and trees in the public right-of-way. Along roadways with limited sidewalk width, planter islands in the on-street parking aisle can serve as a traffic calming measure in addition to increasing landscaping and trees.

There are several criteria to consider when selecting landscaping and trees to ensure long-term viability:

- Climate resilience: drought tolerance, water demand, fire-retardant/resistance, salinity tolerance, and resistance to pests and diseases
- Landscape mix: Trees and shrubs should be paired with understory planting, which is low-level vegetation planted at ground level that prevents soils from drying out and helps manage erosion during periods of heavy precipitation.
- Maturity: tree size and root zone requirements and potential impacts on utility lines, pipes, curbs, and sidewalks
- Seasonality impacts: natural strength of tree against wind conditions and natural shedding of leaves, branches, fruit, sap, and pollen

CONSIDERATIONS FOR IMPLEMENTATION

There is a moderate level of effort for planning, planting, and maintenance of trees and landscaping. However, effort levels may increase if there is no irrigation system in place nor an adjacent system. Maintenance can be done in-house or contracted with a third party. The size and type of trees and vegetation will also impact the planning, planting, and long-term maintenance efforts needed.

Example of planter islands along on-street parking aisle in Philadelphia. Source: Philadelphia Water Department

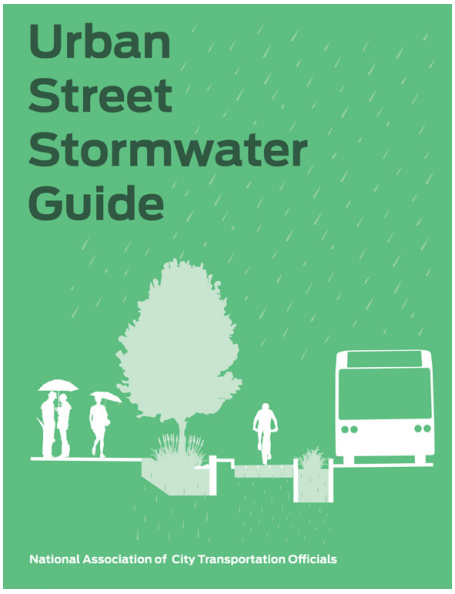
Many neighborhoods in Oxnard have landscaping and shade trees but coverage is often limited or inconsistent. Source: City of Oxnard

Permeable Pavement

Permeable pavement refers to a porous pavement surface that allows precipitation and surface runoff to pass through. It reduces stormwater runoff and slowly releases precipitation into the ground instead of storm drains. By reducing runoff, permeable pavement can decrease flooding risk, limiting walkability concerns during heavy precipitation events. Permeable pavement is appropriate for parking lots, parking areas, drive aisles, private alleys, sidewalks, plazas and courtyards.

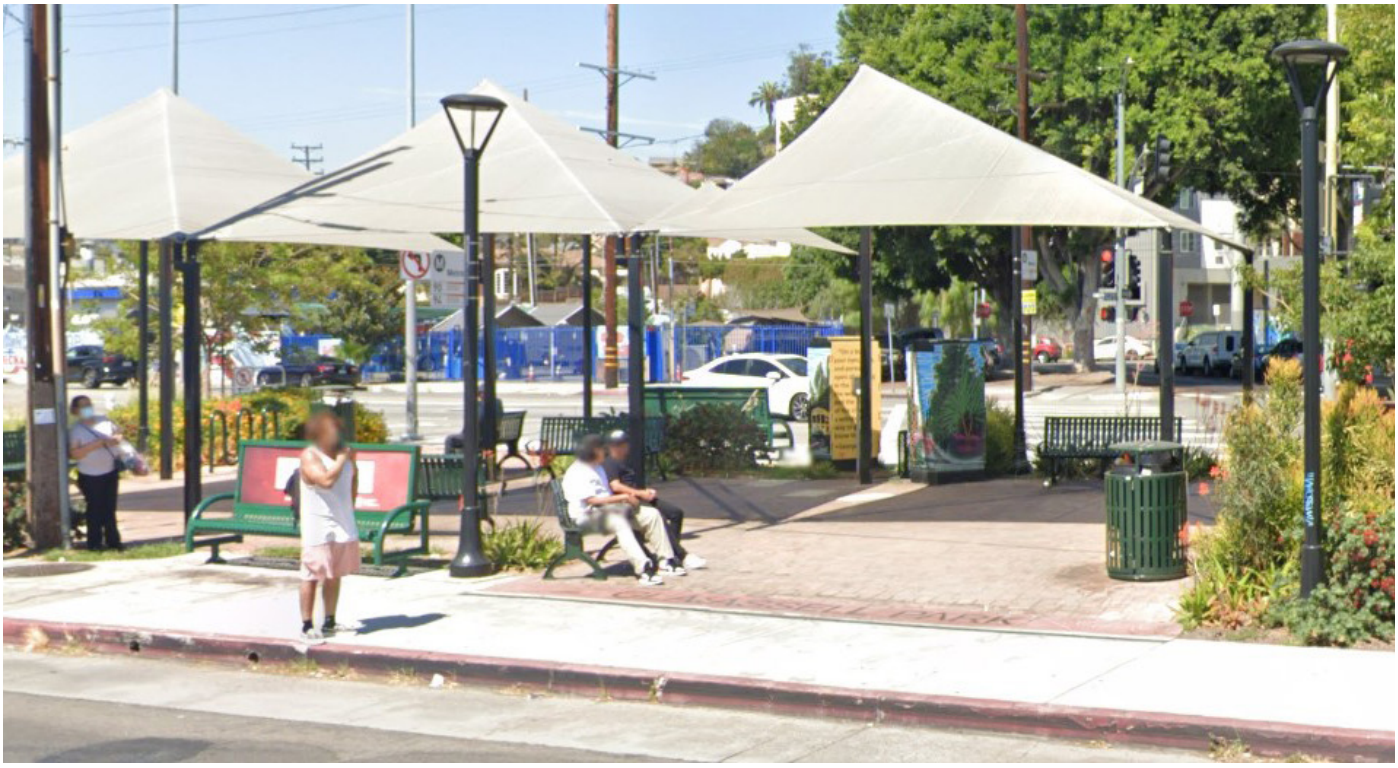
CONSIDERATIONS FOR IMPLEMENTATION

There is a high level of effort for the planning, development, construction, and maintenance of permeable pavement. The materials need regular maintenance to prevent clogging of the void spaces within the surface, and sites need slopes that optimize water infiltration. Installing these elements in the ADA path of travel involves more stringent requirements and therefore higher costs. For this reason, permeable pavements may be a better fit for low impact areas.



NACTO provides guidance on pervious pavement in the Urban Street Stormwater Guide

Parking lanes may be an opportunity to incorporate permeable pavement as they have less activity compared to the travel lane and receive the runoff draining from the crown of the roadway. Source: Portland Department of Transportation



A bus stop in Los Angeles, California that has multiple canopies, benches, and landscaping to provide shade and cooling for people waiting for the bus . Source: City of Los Angeles

Shade Structures

Shade structures are temporary or permanent coverings designed to provide shelter from the heat or sunlight. These can include building awnings, free standing canopies, transit shelters, and multi-function structures such as green roofs. Shade structures should be strategically sited in locations that are prone to the urban heat island effect and adjacent to transit and bus stops. They are an ideal cooling strategy when planting trees is infeasible, or when planted trees need time to mature and provide a tree canopy. Vulnerable populations, especially those at risk to heat illnesses, benefit from shade structures.

CONSIDERATIONS FOR IMPLEMENTATION

There is a moderate level of effort for the planning, development, construction, and maintenance of shade structures. Design and construction effort levels increase significantly if structures are permanent.

Light fixtures that focus light towards the ground (instead of the sky) are recommended to reduce light pollution. Source: ArchDaily

Street Lighting

Better street lighting enhances safety of pedestrians and bicyclists by improving visibility and reducing the perception that an area is desolate or abandoned. The International Dark-Sky Association provides standards for light fixtures that rely on directional light that does not spill into sensitive habitats. These fixtures minimize glare while reducing light trespass and skyglow, and low-energy fixtures ensure energy efficiency.

CONSIDERATIONS FOR IMPLEMENTATION

There is a high level of effort for planning, installing, and maintaining street lighting fixtures. However, once installed, these light fixtures will have less long-term maintenance costs than non-LED, energy efficient fixtures. Southern California Edison (SCE) owns and maintains streetlights in Oxnard along residential and arterial streets. SCE converted all streetlights in Oxnard to LED between November 2021 and March 2022.

Wayfinding Signage

Wayfinding signs help direct people to important locations or landmarks in a community. A robust wayfinding signage system can help streamline navigation for pedestrians and bicyclists. Successful signage can prevent people from getting lost and can minimize the perceived distance between destinations. Signs can also be used to present public health and safety information. For example, signage may outline health and safety tips during extreme heat, or direct people to emergency facilities during a hazard event.

Vehicular wayfinding signage is regulated by CA MUTCD 2D.50.

Bikeway wayfinding signage is regulated by CA MUTCD 98.21 through B.24.

Pedestrian wayfinding signage is regulated by CA MUTCD 2D.50.

Existing wayfinding signage around Channel Islands Harbor. Source: City of Oxnard

Example of wayfinding signage in Downtown Long Beach with eye-level maps and icons. Source: Downtown Long Beach Alliance

CONSIDERATIONS FOR IMPLEMENTATION

There is a low level of effort for planning, developing, and constructing wayfinding signage. Efforts around planning should coordinate with local stakeholders to make sure information is cohesive.

Example of a woonerf in British Columbia. Source: Dan Burden, pedbikeimages

Woonerf (Living/ Shared Street)

Woonerf, a Dutch term meaning "living street," refers to a shared space street that is designed without clear divisions between the motorized and non-motorized space, giving cyclists, pedestrians, and drivers equal priority. A woonerf design emphasizes a street model with low speed limits and traffic calming techniques and is best applied to narrower rights-of-way with lower vehicle volumes and higher pedestrian volumes. A woonerf also incorporates green design elements and landscaping, which can help to manage and minimize impacts from extreme heat, poor air quality and localized stormwater flooding.

CONSIDERATIONS FOR IMPLEMENTATION

There is a high level of effort for the planning, development, construction, and maintenance of a woonerf. Woonerfs must be ADA-compliant and meet specific fire and safety requirements, which can pose significant challenges in the development and planning process. Due to this, many woonerf projects proposed in California have not yet been approved.

05

Chapter 05

Catalog of Sustainable Transportation Strategies

Chapter 5: Catalog of Sustainable Transportation Strategies

Sustainable transportation strategies can help achieve sustainable transportation goals with less effort, more consistency, and more clarity.

This chapter is a catalog of potential strategies related to sustainable transportation and relevant to the Oxnard context that can help make consistent progress towards encouraging people to use more active modes like walking and biking, decarbonizing the built environment, and increasing opportunities for nearby, short-distance trips. Each strategy is described at a high level with examples, references, and potential options and considerations for the City to explore.

Adopting any of the strategies will require outreach and coordination with stakeholders, such as staff from different City departments and divisions and the community, to ensure that there is agreement on goals and an understanding of the impact on existing workplans, schedules, finite fiscal and staffing resources, and longer-term maintenance and monitoring.

The strategies are organized into three categories: Roadway and Traffic Operations, Land Use and Planning, and Greening and can be found on the following pages:

Roadway and Traffic Operations	Page
Complete Streets Design Standards	168
Red Curb	169
Driveway Placement and Design	170
Pedestrian Crossings	171
Pedestrian Scale Lighting	172
Traffic Calming	173
Quick Build	174
Dig Once and Controlled Dig	175
Land Use and Planning	**Page**
Sustainable Land Use	177
Transportation Demand Management & Parking	178
Electric Vehicle Charging & Adoption	179
Greening	**Page**
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Exploring the Future of Sustainable Mobility	**182**

Roadway and Traffic Operations

Roadway and traffic operations strategies can help standardize a bike and pedestrian-friendly environment so any change to the roadway may be an opportunity to improve the space for people walking and biking. These strategies can also create clarity for residents and developers who request changes from the City to these elements of the roadway. These strategies include red curbs, driveway placement and design, pedestrian crossings, traffic calming, and more.

High-visibility crosswalks can be installed as part of road resurfacing projects. Source: City of Oxnard

Complete Streets Design Standards

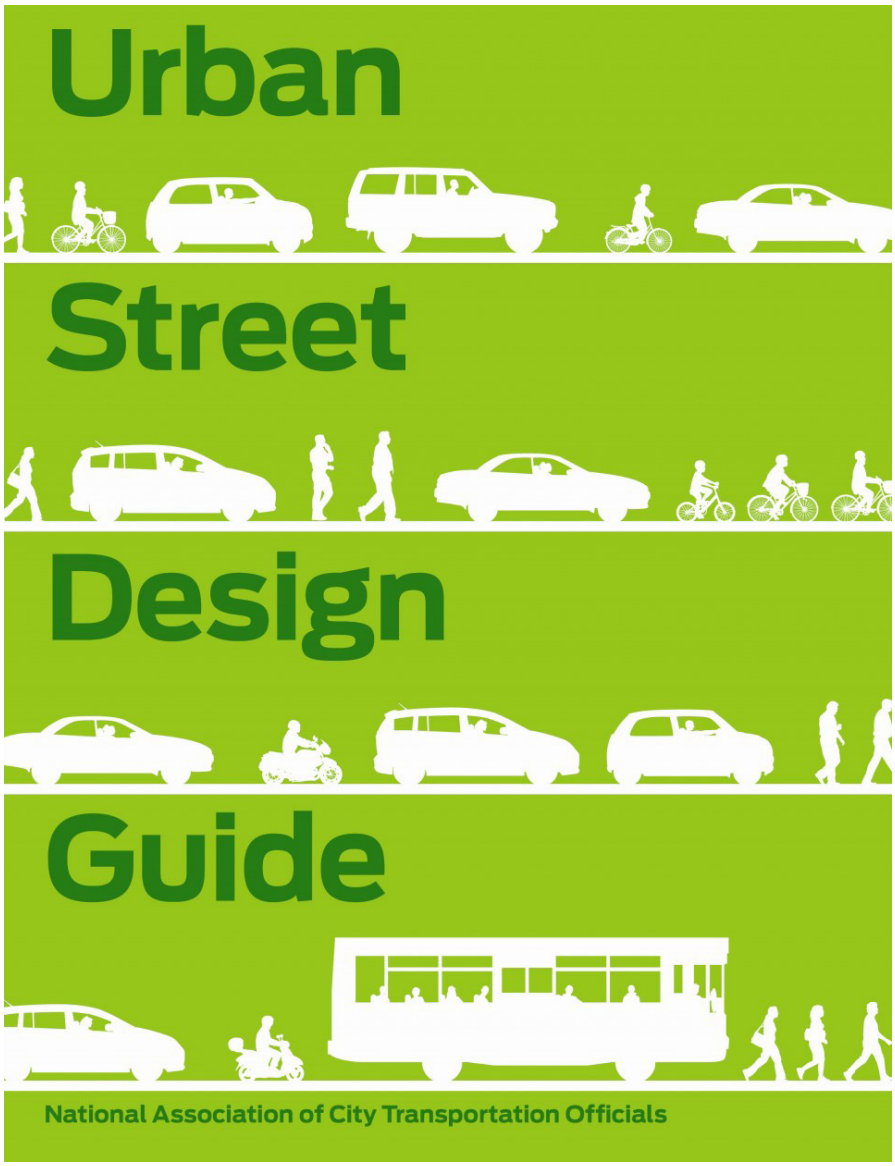
Complete streets design standards prioritize the safety and comfort of all modes of transportation, especially people walking, biking, and taking transit. Adopting complete streets design standards can include modifications to a city's roadway classifications and associated standard elements and dimensions. These design standards can help prioritize space for people using sustainable modes and can standardize the implementation of supportive treatments whenever a road is built or repaired.

EXAMPLES & REFERENCES

- The City of Los Angeles adopted a Complete Streets Design Guide that updated roadway classifications to include a broader range of standard dimensions based on existing conditions. The update also removed the requirements for number of vehicle travel lanes associated with each classification, allowing for more flexible modifications to the right-of-way.
- NACTO offers their Urban Street Design Guide in print and on their website, offering recommended application of complete streets principles in a wide variety of contexts including dimensions and standards that can be adopted by jurisdictions. The guidelines in this document are appropriate for both urban and a variety of other development contexts.

POTENTIAL OPTIONS & CONSIDERATIONS

- Design standards can include required dimensions and specifications for elements, such as bike lanes, sidewalk widths, parkway widths, pedestrian and bicycle signal phase standards, and/or intersection treatments.
- When tradeoffs are necessary, establishing design standards that prioritize the most vulnerable roadway users can assist with decision making. For example, at highly congested intersections, a "pedestrian-first" approach can help ensure that pedestrians have a comfortable crossing phase even if additional time in the signal cycle marginally worsens vehicle congestion during peak periods.
- An implementation plan can help establish a process to fund, design, construct, and maintain complete street elements for existing rights-of-way.
- Complete streets design standards can be applied to all projects and phases, whether retrofit/reconstruction, new builds, or maintenance of the right-of-way.
- Private developers can be required to meet standards and coordinate with the City to discuss construction and maintenance of complete streets elements.



Red Curb

Red curb identifies where vehicular stopping and parking are not permitted, except for exempted vehicles, such as emergency vehicles or buses. Red curbs can increase safety and comfort for people walking by improving sight distance and visibility at intersections and crosswalks.

EXAMPLES & REFERENCES

- FHWA's Crosswalk Visibility Enhancements tech sheet includes guidance on parking restrictions on the crosswalk approach.
- The California Manual on Uniform Control Devices provides guidance on length of parking restriction zones at intersections where on-street parking is marked. Although this guidance is specific to locations where marked parking is present, this concept can be used to determine the minimum length of red curb that should be installed where on-street parking is allowed.

POTENTIAL OPTIONS & CONSIDERATIONS

- There can be multiple criteria for red curb installation, such as safety, sight distance/visibility concerns, and bus stops.
- Different approaches can be developed for different contexts: intersections, driveways, midblock
- There can be multiple factors to guide the length and placement of red curb: roadway width, geometry, and speed.
- Establishing a documented and clear procedure can provide consistency in processing red curb requests.
- Sharing criteria on a City website can help residents determine on their own if their request would be considered.
- Incorporating red curb guidelines as part of design review for all roadway projects and new developments can be a proactive step for ensuring adequate sight distance and visibility at intersections and crosswalks.
- Identifying funding and staffing for maintenance and enforcement can ensure red curbs are effectively fulfilling their purpose.

Red curb helps improve pedestrian visibility before people start crossing the intersection. Source: City of Oxnard

Driveway Placement and Design

Driveway placement and design guidelines identify where driveways should be located and designed based on surrounding land use and roadway context. Effective guidelines ensure vehicles can access parking while minimizing conflict points and disruptions to the pedestrian environment.

EXAMPLES & REFERENCES

- FHWA's Access Management (Driveways) provides an overview of basic driveway elements: permitting, land use context, degree of access, geometry, surface finish and drainage, sight distance, and driveway density.

POTENTIAL OPTIONS & CONSIDERATIONS

- The location types that need driveways and the maximum number and location of entrance points can be determined based upon:
  - Intersection size (e.g. major intersections with high vehicle volumes)
  - Land use context (e.g. commercial plazas)
  - Transportation context (e.g. posted speed limit and/or high priority transit, bike, or pedestrian streets)
- Design criteria can be developed to minimize vehicle conflicts with bicycles, pedestrians, and other vehicles. These criteria could be incorporated into City Standard Plates.
- Locating driveways along side streets and minor streets, can reduce the impact on the pedestrian environment and on-street parking supply. Strategic driveway placement and design can also discourage vehicles from parking on a driveway.
- Driveway design guidelines can help limit sidewalk disruption and ensure clear sight lines between motorists and pedestrians at driveways.

Restricting driveways to minor streets, where space permits, can help reduce potential conflicts between vehicles, pedestrians, and bicyclists. Source: City of Oxnard

Suggested Sight Distances for Passenger Cars Entering Two Lane Roadways from Stop with Various Speed Limits

Operating Speed on Roadway (Mph)	Safe Sight Distance Looking Left from Driveway (ft.)	Safe Sight Distance Looking Right from Driveway (ft.)
20	225	195
30	335	290
40	445	385
50	555	480
60	665	575

Source: American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets 2011* (AASHTO: Washington, DC, 2011).

Pedestrian Crossings

Pedestrian crossing guidelines provide a framework for determining where to install marked crosswalks. A marked crosswalk guides pedestrians to the recommended path and increases their visibility to drivers. Per the California Vehicle Code, people may cross at any intersection, even if unmarked and uncontrolled, unless otherwise explicitly prohibited. Pedestrian crossing guidelines offer navigation and safety benefits, indicating that walking is encouraged, accommodated, and expected.

EXAMPLES & REFERENCES

- NACTO's Urban Street Design Guide includes a "Crosswalks and Crossings" chapter, discussing crosswalk design elements.
- FHWA's Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations is a user guide for deploying pedestrian crash countermeasures at uncontrolled crossings.

POTENTIAL OPTIONS & CONSIDERATIONS

- A process can be established to identify and select locations in need of a marked crosswalk (e.g., pedestrian activity sites, crash history, roadway characteristics, block length, and/or during signal evaluation).
- Crosswalk installation criteria can include crosswalk type, signage, placement distance from intersection corner or midblock, and/or accessibility elements.
- A decision process can be developed to determine when uncontrolled marked crosswalks may need enhancements, such as pedestrian hybrid beacons, raised crossings and crosswalks, refuge island, etc.
- Crosswalks should follow federal accessibility guidelines and ADA Standards for Accessible Design (i.e., curb ramps and tactile warning strips).

Marked crosswalks near schools can help guide students to cross at designated locations. Source: City of Oxnard

Pedestrian Scale Lighting

Pedestrian-scale lighting is shorter than roadway lighting and shines light directly on the sidewalk. Pedestrian lighting improves safety and comfort for people on foot by illuminating the sidewalk space and increasing their visibility to drivers. Pedestrian lighting is often cited as one of the most important features to encourage people to walk at night, including as a transit-supportive improvement that allows people riding the bus at night to comfortably walk home from the bus stop.

EXAMPLES & REFERENCES

- FHWA's Pedestrian Lighting Primer covers the importance of pedestrian lighting, details the lighting design process, and presents a design example based on site variables.
- FHWA's Street Lighting for Pedestrian Safety recaps three separate studies regarding how pedestrian lighting impacts the visibility of adults and children.
- The Illuminating Engineering Society publishes standards for the lighting industry, including lighting practice standards, lighting applications standards, and roadway and parking facility lighting standard.

POTENTIAL OPTIONS & CONSIDERATIONS

- A process can be established to identify and select locations in need of pedestrian-scale lighting (e.g., dark areas, schools, senior centers, hospitals, parks, intersections, Downtown, and at transit stations/stops). The application of Crime Prevention Through Environmental Design, which the Community Development Department is reviewing, may be relevant to developing a process.
- Design criteria can be established to respond to context (e.g., adjacent to roadway, crosswalk, or separated path).
- The adequate luminance, mounting height, spacing and number of streetlights, and distance from other lit areas can be considered for lighting spillover, shielding, compatibility, interface with Naval Base Ventura County, and for different contexts/settings.

Pedestrian-scale lighting is shorter than roadway lighting to improve visibility for people walking. Source: Forms + Surfaces

Traffic Calming

Traffic calming includes built environment features that encourage drivers to slow down. These include physical elements such as speed humps, curb extensions, neighborhood roundabouts, diverter islands, splitter medians, signage, and four-way crosswalks. Traffic calming guidelines describe suitable measures to use, and when and how to use them. Implementing traffic calming along a corridor can encourage drivers to use alternate routes that are more contextually appropriate for higher speeds and volumes, creating a more human-scale environment with slower speeds and lower traffic volumes.

EXAMPLES & REFERENCES

- FHWA's Traffic Calming ePrimer is an online resource covering traffic calming basics, traffic calming measures, the effects of traffic calming on drivers and non-motorized users, and how to develop a traffic calming plan.

A planted median and bulbout visually narrow the travel lane to slow vehicle speeds.
Source: City of Oxnard

POTENTIAL OPTIONS & CONSIDERATIONS

- A toolkit can identify approved traffic calming features to guide design and installation. The toolkit can include context-specific application guidance (e.g., speed humps are appropriate for two-lane local or collector roads, and/or neighborhood roundabouts are appropriate at uncontrolled intersections). The toolkit could also be part of broader complete streets guidelines.
- Evaluating the impact of traffic calming measures on large and emergency vehicles can minimize unintended consequences to emergency response times.
- Traffic calming can be incorporated into existing processes (e.g., as requested; through regular city-wide speed surveys; through corridor plans)
- Public engagement can help identify the types of elements community members prefer to inform which elements may be applied in similar contexts.
- Traffic calming elements can offer opportunities to incorporate landscaping and greening (e.g., a tree planted in a neighborhood roundabout; low-level landscaping in curb extensions)

Quick Build

"Quick build" refers to projects that are typically installed within a year of beginning planning and with the expectation that elements may change after installation. Quick build projects can help test ideas without committing to full implementation, especially if more community input is needed to finalize design choices or determine whether a strategy's tradeoffs are acceptable. Quick build can also help address a need quickly while funding is secured and full project design is underway.

EXAMPLES & REFERENCES

- People for Bikes' Quick Builds for Better Streets: A New Project Delivery Model for U.S. Cities outlines nine key elements for a quick build project and project approach.
- The Tactical Urbanist's Guide to Materials and Design, by The Street Plans Collaborative, covers how to approach and deliver quick build projects, and an in-depth review of materials, surface treatments, design.

POTENTIAL OPTIONS & CONSIDERATIONS

- A quick build toolkit can determine the types of projects that are well-suited for a quick build project.
- A process for identifying and evaluating areas that would benefit from quick builds could include establishing collision history thresholds, responding to resident requests, and/or serving as an initial phase for major roadway projects that are still several years away due to funding, design, and construction timelines.
- Securing staffing and funding for maintenance of quick build projects can be incorporated into the quick build evaluation process.
- Establishing a quick build evaluation approach can help determine if a project is suitable for full buildout.

Curb extensions built with plastic posts can be a quick build option that also account for stormwater flow. Source: DezignLine

Dig Once and Controlled Dig

Dig Once guidelines establish coordination processes between public and private efforts that involve excavation, such as road improvement excavations with telecommunications firms' installment of communications infrastructure. Since aligning multiple projects may be difficult due to varying timelines and constraints, Controlled Dig guidelines can ensure that correct asphalt mix and limits are considered for trenching in a newly constructed/resurfaced street. These guidelines can help reduce the burden of construction on residents and can allow the city to share excavation costs with utilities, telecommunication firms, or other private entities, reducing the cost of project delivery.

EXAMPLES & REFERENCES

- FHWA published a two-page policy brief into these policies and their typical structure in 2013.
- In 2020, CALCOG published a white paper review of state and local Dig Once Policies that includes national and California based examples.

POTENTIAL OPTIONS & CONSIDERATIONS

- Establishing a platform to create a joint record of City projects, telecommunications projects, and utilities projects requiring excavation can help facilitate information-sharing about upcoming qualifying excavations
- A process can establish a consistent timeline for project review, coordination across entities, and an appropriate length for an excavation moratorium or limited excavation to preserve new construction and limit extensive re-excavation.

Pairing resurfacing and restriping projects with larger projects can help minimize the amount of construction time. Source: City of Oxnard

Land Use and Planning

Land use and planning guidelines connect sustainability improvements to the transportation network with the underlying reasons people travel.

To maximize all the investments in the transportation network, Oxnard can establish guidelines that will, over time, modify land use patterns to be more compact, with a mix of uses that serve people's daily travel needs, and dense enough to support high-frequency transit investments. The City has ongoing and upcoming planning efforts that connect sustainable transportation and land use; many of these efforts are described in the Framework Report, which is included in Chapter 2.

These guidelines can make it possible for people to travel shorter distances and choose modes other than a personal vehicle, while still meeting all their travel needs.

Sustainable Land Use

Sustainable land use guidelines encourage more compact and mixed-use development and help reduce the negative environmental impacts of sprawl, such as requiring people to travel further, which can make driving feel like the only transportation option for many people. Other negative impacts of sprawl include higher greenhouse gas emissions, more paved/impermeable space, and the need for more raw materials to support utilities and public infrastructure that covers a greater area of land.

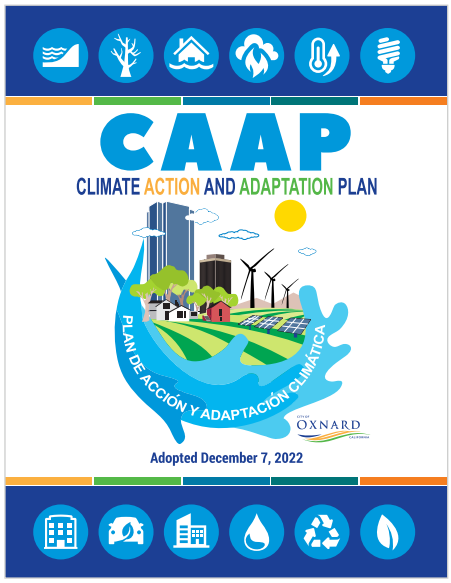
In contrast, sustainable land use practices encourage people to walk and bike as distances become shorter and more compact, reducing the need for auto trips. They also reduce maintenance costs for public infrastructure, the need for raw materials to build and maintain public infrastructure, and the operational costs and related emissions of public services such as trash pickup, street cleaning, and landscaping maintenance.

Oxnard's upcoming General Plan update can connect investments in a sustainable transportation network to land use policies that increase density, diversity/mix of land uses, and infill development.

SOAR (Save Open space and Agricultural Resources) is a series of existing voter initiatives in Ventura County that require majority voter buy in to develop on unincorporated land. This policy has been in place since 1995 and was renewed in 2016, and it serves as an effective tool to combat sprawl and encourage sustainable development practices.

EXAMPLES & REFERENCES

- Oxnard's Climate Action and Adaptation Plan (CAAP) includes transit-oriented and mixed-use development strategies.
- University of Berkeley Center for Law, Energy & the Environment Integrating Infill Planning in California's General Plans: A Policy Roadmap Based on Best-Practice Communities is a resource for communities want to pursue an infill development strategy.



POTENTIAL OPTIONS & CONSIDERATIONS

- With the City's 2050 General Plan Update, land uses and potential zoning changes can be evaluated for compatibility with resilience, climate, and sustainability initiatives. Examples of sustainable land use practices include:
  - » Higher density development within infill areas
  - » Development of dense, transit-oriented affordable housing
  - » Encouragement of mixed-use development that prioritizes household-serving uses (e.g., grocery stores, childcare, pharmacies, clinics)
  - » Higher density development around transit corridors, such as Oxnard Boulevard
  - » Preservation of agricultural/open lands
- Implementing the programs and policies recommended within the certified Adopted Amended 6th Cycle Housing Element (2021-2029) would support sustainable land use practices.
- Implementing the Climate Action and Adaptation Plan (CAAP) near-term, mid-term, and long-term projects as approved by City Council would support sustainable land use practices. For example, the CAAP includes strategy L1: Support Transit-Oriented and Mixed-Use Development.

Co-benefits of Transit-Oriented and Mixed-Use Developments.
Source: Oxnard Climate Action and Adaptation Plan

Transportation Demand Management & Parking

Transportation Demand Management (TDM) is the application of programs and strategies that discourage people from driving by themselves and encourage people to take advantage of more environmentally-friendly alternatives, like transit, carpool, or vanpool programs.

Reducing single occupancy driving also reduces vehicle miles traveled (VMT) and associated greenhouse gas emissions. The City has a Trip Reduction Ordinance that applies to commercial and industrial developments (Chapter 16, Article X, Division 3, Sections 16-630 to 632) and includes strategies that focus on helping employers reduce vehicle trips and lower greenhouse gas emissions. The City can expand the ordinance to integrate solutions to address parking, climate, transportation, and land use topics resulting from development.

Modifications to the sections of the Municipal Code that address parking requirements (Chapter 16, Article X, Division 2) could be modified to reflect the expected change in parking demand resulting from a successful and expanded TDM program. In addition, minimum parking requirements can be reduced for uses that further support equitable sustainable transportation outcomes, such as dense affordable housing, transit-oriented development, and compact/walkable mixed-use development.

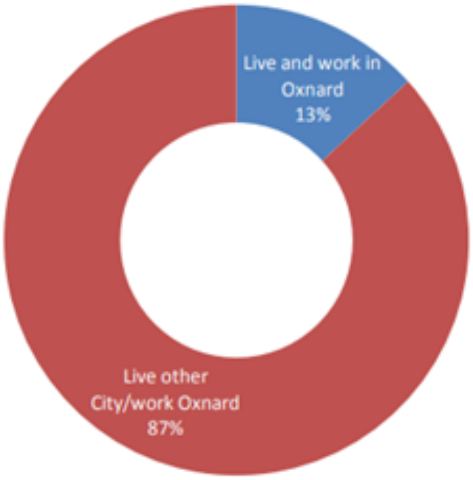
EXAMPLES & REFERENCES

- The City's Climate Action and Adaptation Plan recommends updating the existing TDM ordinance "to require the development of TDM plans for all major developments or facility expansions to encourage ridesharing and other shared mobility improvements, thereby reducing vehicle trips."
- The Oxnard TDM Plan focuses on strategies that help the City reduce congestion and lower greenhouse gas emissions by encouraging fewer single-occupant vehicle trips.

POTENTIAL OPTIONS & CONSIDERATIONS

- New TDM programs and measures could be added to the municipal code to address parking, air quality, climate, transportation integration, and land use needs. Additional programs and measures could include replacing in-person work that generates unnecessary trips with remote work for employers in the City, improving bus and rail headways to 15-minute headways, and identifying funding for bus, rail, and other shared modes of transportation.
- The application of vehicle trip reduction strategies can be standardized to define the types of new development the ordinance applies to (e.g., commercial, industrial, residential, schools) and when the strategies should be implemented in the development process.
- Identifying an ongoing source of funding can support the implementation and management of the trip reduction ordinance and to update and disseminate transportation information as described in Section 16-632. Funding could come from a development fee and/or special assessment.
- The Schedule of Vehicle Off-Street Parking Requirements (Section 16-622) could reduce or eliminate minimum parking requirements if parking demand decreases due to a decrease in auto use. Overall, an approach that ensures parking requirements account for state requirements and reflect local context could help minimize municipal impacts.
- The Increases and Decreases in Requirements section (Section 16-621) could expand incentives to build land uses that further support sustainable transportation outcomes.
- Updating the existing TDM requirements can be an opportunity for alignment with the CAAP and certified Housing Element.

Figure 2-6 Emissions Generated by Workers Commuting to Jobs in Oxnard



The majority of employees in Oxnard commute to and from the city
Source: Oxnard TDM Plan

Electric Vehicle Charging & Adoption

Building code standards for electric vehicle (EV) charging lay the groundwork for future adoption of electric vehicles. Building code standards for EV charging can help expand the EV charging station network and reduce barriers to EV ownership.

Standards can be established for new developments, existing development (through retrofit requirements and implementation support), and the public right-of-way (through on-street EV chargers or charging infrastructure in public parking lots). The Oxnard Building Code requires EV charging for developments of a specific size.

While EV charging infrastructure was not an expressed need by many Oxnard residents during the development of the STP, the City can prevent inequitable distribution of charging infrastructure over time by requiring private entities to install EV charging on site, and by directly building EV charging in communities that are less likely to see investment by developers or private entities. A citywide and comprehensive EV Master Plan, including a municipal EV master plan program, could establish a roadmap for implementation and include considerations, such as assessing local power grid/ distribution capabilities.

As California pursues aggressive EV uptake goals via state policies, lack of access to charging infrastructure can create an additional barrier to low-income households that can worsen existing environmental inequities.

Example of electric vehicle charging stalls and equipment
Source: City of Oxnard

EXAMPLES & REFERENCES

- The Ventura County Regional Energy Alliance developed the Ventura County EV Ready Blueprint and may be a resource to support EV master planning and coaching.
- The Southwest Energy Efficiency Project's EV Infrastructure Building Codes: Adoption Toolkit provides an overview of the benefits, steps involved in creating EV building code standards, and example standards per building and dwelling type.

POTENTIAL OPTIONS & CONSIDERATIONS

- The City's Building Code could be expanded to apply EV charging requirements for different building and dwelling types (e.g., single family homes, multi-family dwellings, commercial buildings, and building alterations). Expanding EV charging requirements could help address the single largest contribution to greenhouse gases in the City.

Greening

Greening guidelines and standards improve the comfort and beauty of the built environment, making the public right-of-way a pleasant place to walk, bike, gather, and spend time. In addition, they have many co-benefits, including flood control by increasing the permeability of the ground, air pollution reduction due to the presence of more trees and plants, and the reduction of carbon-intensive pavement materials like asphalt and concrete. Tree planting and green infrastructure can also provide cooling, shade and heat mitigation benefits.

Tree Planting

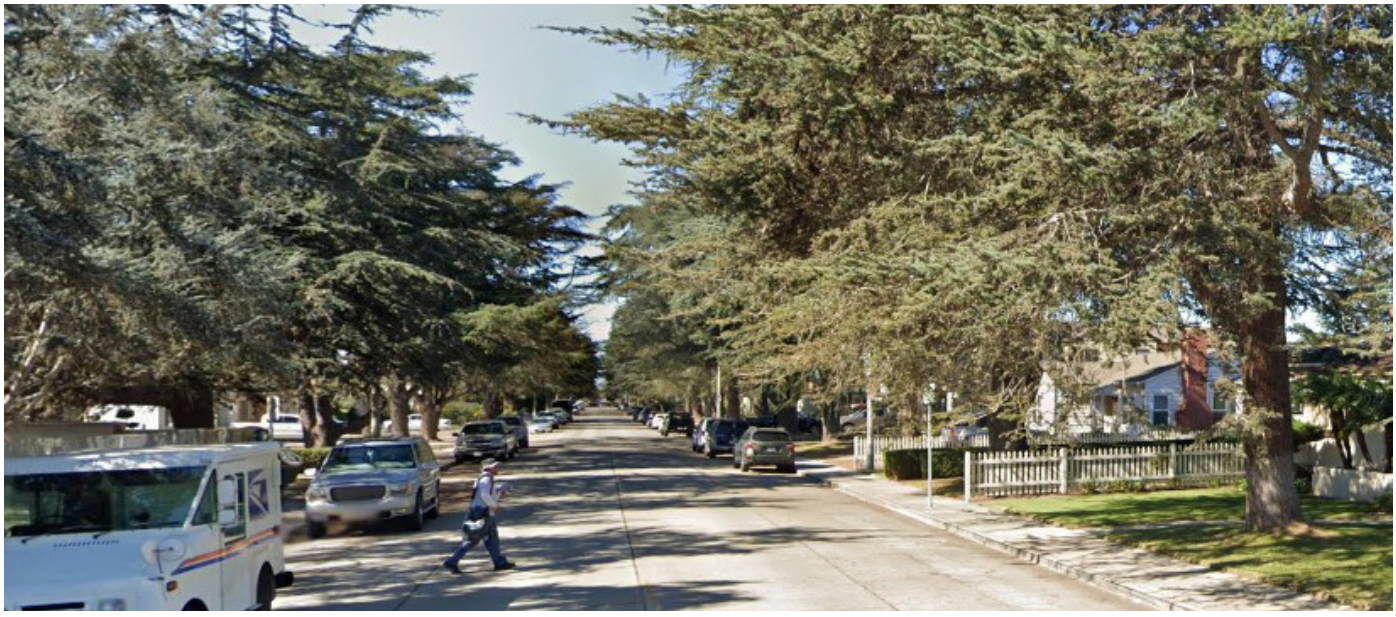
Tree planting guidelines focus on growing and preserving tree canopy coverage, especially to provide shade and cooling benefits for people walking and biking. Planting trees can also increase resilience to the climate change impacts of heavy precipitation, which can increase stormwater runoff and flooding risk.

EXAMPLES & REFERENCES

- The Tactical Urbanist's Guide to Materials and Design by The Street Plans Collaborative, provides guidance on recommended application and installation and tips and consideration when planting trees.
- Tree City USA Bulletin No. 3 Resolving Tree/ Sidewalk Conflicts outlines potential solutions in resolving conflicts between sidewalks and other barriers.
- Tree People's Planting Resilience report provides guidance on selecting climate resilient tree species.

POTENTIAL OPTIONS & CONSIDERATIONS

- Tree planting can be prioritized in areas with lowest proportions of canopy coverage, areas most susceptible to extreme heat and the urban heat island effect, and in areas that have populations that could be most negatively impacted by heat (e.g., people with pre-existing health conditions, low-income households).
- Establishing tree planting criteria that account for tree root zones, soil health, and adequate landscape strip width can ensure trees have adequate width to mature over time and minimize conflict between trees and sidewalks, overhead and underground utility lines, underground pipes, and curbs.
- Tree selection criteria can prioritize trees that offer multiple climate resilience benefits including drought tolerance, minimal water demands, resistance to pests and disease, salinity tolerance, ability to withstand recycled water, as well as expanding water capture, shade, and access to greenery.
- Long-term maintenance plans can account for varying irrigation and trimming needs based on tree species and location.



Deodar Avenue is an example of effective tree coverage to provide shade. Source: City of Oxnard

Green Infrastructure

Green infrastructure is an interconnected web of nature-mimicking and nature-based strategies that have many benefits, such as climate mitigation and resilience, green space access, active transportation opportunities, community beautification, and pollution reduction. Green infrastructure captures and treats stormwater run-off from impervious surfaces. Types of green infrastructure elements include bioswales, stormwater bulbouts/curb extensions, and permeable pavement.

Ventura County has a municipal separate storm sewer system (MS4) permit and Technical Guidance Manual to lessen water quality impacts of development and minimize pollutant loading from impervious surfaces.

EXAMPLES & REFERENCES

- The National Association of City Transportation Officials (NACTO) Urban Street Design Guide provides guidance on the planning and development of permeable pavement, stormwater curb extensions, and bioswales.
- The Public Health Alliance of Southern California prepared Green Infrastructure, Climate Resilience, & Health Equity, which outlines policy and planning considerations for implementing equitable green infrastructure.

POTENTIAL OPTIONS & CONSIDERATIONS

- Identifying a process for responding to requests for green infrastructure and determining which green infrastructure elements and design approaches are appropriate for Oxnard can help facilitate and streamline implementation of green infrastructure.
- In addition to identifying which green infrastructure elements are appropriate for Oxnard, developing designs that address adjacent utilities, emergency and public vehicle access, and street sweeping, as well as ADA compliance and ongoing maintenance requirements can support long-term and effective implementation of green infrastructure.
- Priority areas for siting green infrastructure could include locations with a higher risk of stormwater backup and localized flooding, areas with higher proportion of water and air pollutants, and areas with populations that could be most negatively impacted by localized flooding (e.g., people with disabilities, people experiencing homelessness, and low-income households).
- A green infrastructure program can be an opportunity to partner and engage with community groups to plan, develop, and site green infrastructure that addresses historical and existing environmental and climate injustices. Engagement efforts can be centered around communities disproportionately impacted by poor air quality, urban heat island effect, limited access to greenspace and parks, and poor health outcomes.

Parking lots can be an opportunity to incorporate permeable pavements. Source: US Army Corps of Engineers

Exploring the Future of Sustainable Mobility

Over the next two decades, zero-emission vehicle adoption is anticipated to accelerate as vehicle manufacturers introduce new battery-electric, hydrogen fuel cell, and hybrid options in response to California state legislation. App-based transportation platforms can assist in the transition from personal vehicle ownership to a broad range of on-demand and electric mobility options. These new modes and new technologies present opportunities for creating a more sustainable transportation environment.

Feedback gathered from the community during the development of this Sustainable Transportation Plan emphasized prioritizing the creation of a safer transportation system for people walking, riding bicycles, and riding public transit. However, since these new technologies and new modes may create significant changes in urban mobility over the coming decades that may impact residents, employees, and visitors, the City continues to monitor opportunities to improve sustainable mobility in Oxnard.

Switching Fuel Sources: Fossil Fuels to Zero Emission

The California Air Resources Board (CARB)'s 2022 Advanced Clean Cars II rule set a policy that 100 percent of new cars and light trucks sold in California after 2035 will be zero emission. Oxnard's own zero emission vehicle (ZEV) fleet is expected to expand from 0.4% in 2018 to over 20% by 2030. Additionally, CARB enacted the Advanced Clean Fleets rule, advancing requirements for medium and heavy-duty truck fleets, such as those serving the nearby Port Hueneme, to be zero emission by 2042. In support of this expansion, large infrastructure changes will be required across Oxnard and the entire state to expand publicly accessible charging infrastructure and ensure a robust utility system that can support additional demand from the transportation sector.

While chargers at home and work will be an important component of electric vehicle (EV) charging, publicly available chargers owned and operated by either a government organization or a private company will be necessary as well. The *City of Oxnard EV Accelerator Blueprint* has identified locations along major corridors where charging infrastructure should be prioritized, such as along Fifth Street, Ventura Road, C Street, Hueneme Road, and Oxnard Boulevard[1]. Additionally, instituting a "One Mile, One Charger" policy so that an EV driver is never more than a mile away from a charging station across the City will help ensure maximum coverage.

Publicly accessible chargers can be placed on public or private land through public-private partnerships and creative uses of existing utility resources. For example, the City of Los Angeles developed a policy to add EV chargers to streetlight poles across their jurisdiction. Streetlights have an already-present electrical connection and are easy for drivers to access while they park at the curb. Over 500 chargers have been installed across Los Angeles using this approach. A partnership between the City of Oxnard and Southern California Edison could be explored to bring a similar program to Oxnard.

EV Charger on streetlight pole. Source: Los Angeles Cleantech Incubator (LACI)

The Business of Charging

There are several ways to price electricity at publicly available EV chargers, leveraging different incentives and resulting in different outcomes. The *Oxnard EV Accelerator Blueprint* identifies a mix of several different pricing schemes to balance these tradeoffs and allow for the greatest usage and return on investment of the charger. The model combines a Per-Kilowatt-Hour based pricing structure, with different rates charged depending on peak energy demand hours and other variables, with a graduated hourly pricing scheme to prevent long and unnecessary dwell times and encourage charger turnover[1].

As a result of the ZEV transition, a major industry that will be impacted across the entire state, including in Oxnard, is traditional gas stations. Service stations are beginning to adapt, adding publicly available EV chargers alongside gas pumps and revamping existing convenience stores to include more full-service food, coffee, and smoothie options to entice customers while adjusting to meet the expected dwell time. Still, some gas stations may close from reduced demand for fueling. While challenges related to environmental remediation and clean up may exist at these sites, this transition may create opportunities for upzoning and infill development, as supported by Senate Bill 6/Assembly Bill 2011 to allow for housing and mixed-use development on commercial property statewide.

Solar panels in a parking lot. Source: Renewable Energy Magazine

The Electric Grid and EVs

A common question that is raised about the EV transition is if there will be any impact on California's existing power grid. While long term capacity expansions will be necessary, the transition will be slow enough that the grid should have plenty of time to react to new demand. Indeed, by 2030, the California Air Resources Board anticipates there will only be a 4% increase in electricity demand from EVs at peak energy hours from 4 PM to 9 PM.

The impact could be further mitigated by the installation of smart electric meters that control vehicle charging during periods of high electricity demand. Additionally, the expansion of renewable solar power to roofs of homes and businesses and surface parking lots could directly contribute to grid expansion for EV charging at peak hours. This decentralized approach to electricity generation can increase community resilience and reduce exposure to possible price spikes from large utility conglomerates and fossil-fuel companies.

While decentralized energy sources for vehicle charging are promising, implementation challenges remain surrounding the condition and positioning of electrical infrastructure and the logistics of integrating decentralized energy sources with the existing grid. Further, Oxnard's renters do not have the ability to directly install decentralized solar power generation, smart meters, or EV charging infrastructure. Homeowners may have more ability to choose when to install solar, but may lack financial resources to do so. In order to make sure renters and low-income households are not left behind in the transition, subsidy programs and incentives for property owners to add decentralized energy sources would be a necessary consideration.

Sustainable Shared Mobility Opportunities

Beyond ZEVs and their supporting infrastructure, advances in computing, artificial intelligence, and app-based service providers may offer opportunities to reduce the cost burdens of car ownership and instead rely on a suite of on-demand mobility options, also known as Mobility as a Service (MaaS) or shared mobility. These services complement existing fixed-route public transit, investments in bicycle and pedestrian infrastructure, and changes to land use patterns to bring destinations closer together, to allow an individual to maintain car access when they need it, without owning a personal vehicle. Shared mobility services are an important element of a sustainable transportation system both because they enable people to forgo personal car ownership, and because vehicle fleets that are managed by private or public sector entities can be more easily transitioned to ZEVs or implemented as ZEVs from inception.

Shared mobility strategies may take a variety of different forms, meeting diverse mobility needs and price points. One Southern California example is BlueLA, an all-electric car sharing service operated by the Los Angeles Department of Transportation (LADOT) with more than 40 stations focused primarily in lower-income neighborhoods in the core of the city. As these communities have a relatively high proportion of residents who do not have the resources to own a personal vehicle, BlueLA offers convenient, zero-emission transportation that sustainably increases mobility for those who cannot afford a personal car. Other examples of creative partnerships include Denver's Regional Transportation District (RTD), which partners with Lyft to allow Lyft users to pay for transit tickets within the app, and Pittsburgh Regional Transit provides riders with 15 minutes free on the local bikeshare system when they use their ConnectCard to unlock a bike[9]. This kind of technology integration allows shared mobility users to combine multiple modes of sustainable travel.

Successful shared mobility strategies usually involve public-private partnerships between several entities. Open information sharing from the private to the public sector is vital in these partnerships. A consistent and connected platform that allows for a seamless user experience, such as utilizing a single app or payment technology across multiple modes, is key to increasing participation and minimizing friction.

BlueLA electric carshare. Source: UCLA Lewis Center for Regional Policy Studies

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C Street
SMART BUY
INSURANCE CENTER
BLUE SKY REALTY

06

Chapter 06

Priority Locations

Chapter 6: Priority Locations

Seven priority locations were identified through input from the various engagement events, existing conditions analysis, and ongoing coordination with the City.

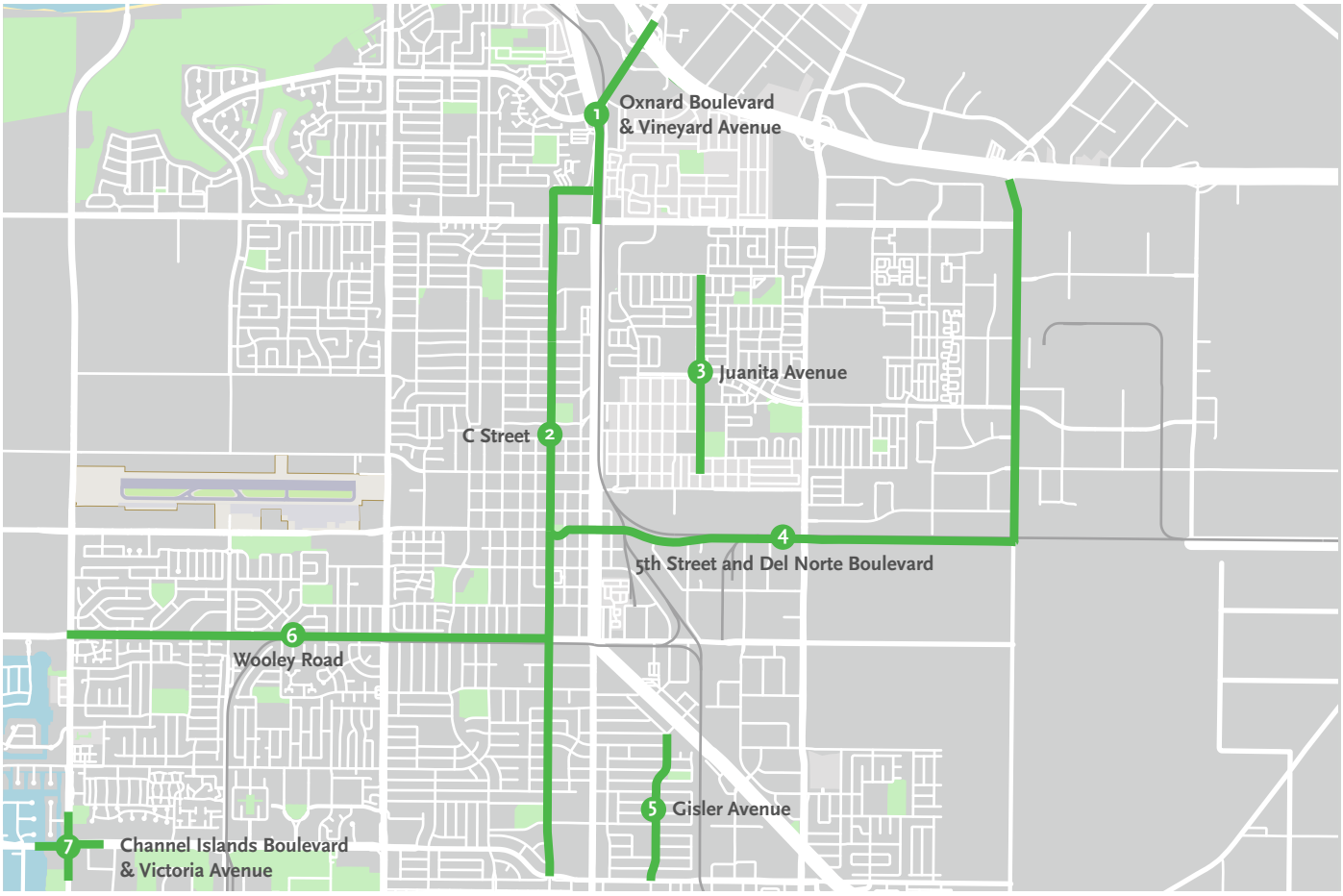
The priority locations encompass the following characteristics:

1. Address a demonstrated need for connectivity, access, and safety
2. Ensure geographic equity while prioritizing areas of high need
3. Provide an opportunity to demonstrate a variety of project options and land use contexts

The seven locations can be a catalyst of change in the city by emphasizing environmentally friendly ways to get around, shift priority from vehicles to other sustainable modes of travel, and serve as examples for other similar locations in City.

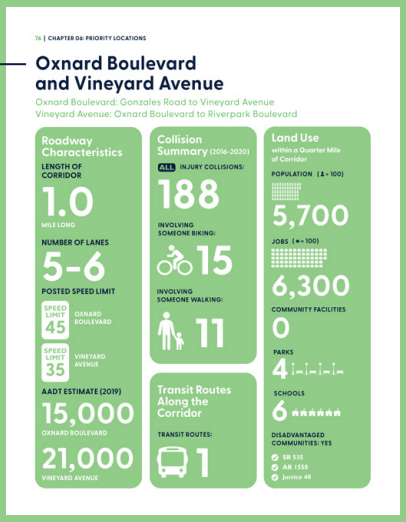
Priority Locations

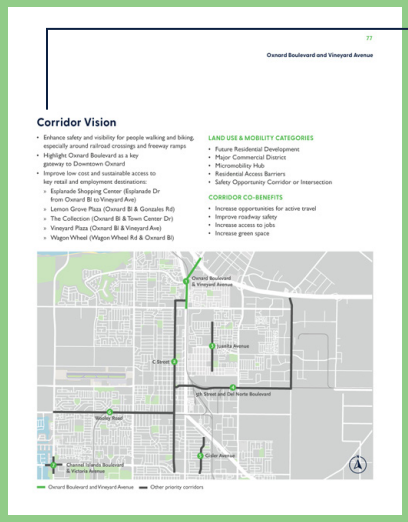
1. **Oxnard Boulevard**, from Gonzales Road to Vineyard Avenue & **Vineyard Avenue**, from Oxnard Boulevard to Riverpark Boulevard
2. **C Street**, from Channel Islands Boulevard to Citrus Grove Lane
3. **Juanita Avenue**, from 3rd Street to Martin Luther King Junior Drive
4. **5th Street**, from C Street to Del Norte Boulevard & **Del Norte Boulevard**, from 5th Street to US-101
5. **Gisler Avenue**, from Channel Islands Boulevard to California Street & Date Street
6. **Wooley Road**, from Victoria Avenue to C Street
7. **Channel Islands Boulevard & Victoria Avenue**



What You'll See in Each Priority Location Packet

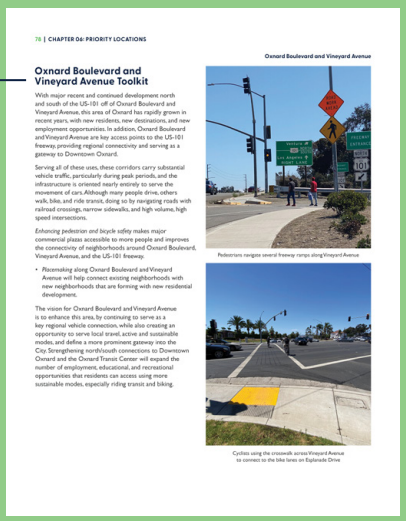
Corridor Overview: Descriptive and contextual information to help set the context and corridor understanding





Corridor Vision: Reflects the priorities identified in previous planning efforts and the needs and wants shared by community members and stakeholders throughout the STP development process.

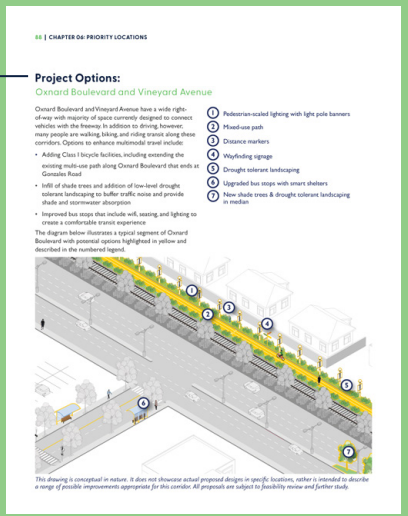
Toolkit: Potential project options to achieve the corridor vision. The toolkit is organized by mobility, placemaking, and greening opportunities.



Corridor Co-Benefits: Co-benefits are the added benefits that come with efforts to increase sustainability and address climate change. The relevant co-benefits from the following menu are identified for each priority corridor:

- Increase opportunities for active travel
- Improve roadway safety
- Increase access to jobs
- Increase green space

Illustrated Concepts: Graphics of a typical roadway segment or intersection to help visualize what a corridor could look and feel like with several project options in place.



Oxnard Boulevard and Vineyard Avenue

Oxnard Boulevard: Gonzales Road to Vineyard Avenue
Vineyard Avenue: Oxnard Boulevard to Riverpark Boulevard

Roadway Characteristics

LENGTH OF CORRIDOR

1.0

MILE LONG

NUMBER OF LANES

5-6

POSTED SPEED LIMIT

SPEED LIMIT 45 — OXNARD BOULEVARD

SPEED LIMIT 35 — VINEYARD AVENUE

ADT ESTIMATE (2022)

47,000

Collision Summary (2016-2020)

ALL INJURY COLLISIONS:

188

INVOLVING SOMEONE BIKING:

15

INVOLVING SOMEONE WALKING:

11

Transit Routes Along the Corridor

TRANSIT ROUTES:

1

Land Use

within a Quarter Mile of Corridor

POPULATION (= 100)

5,700

JOBS (= 100)

6,300

COMMUNITY FACILITIES

0

PARKS

4

SCHOOLS

6

DISADVANTAGED COMMUNITIES: YES

- SB 535
- AB 1550
- Justice 40

Corridor Vision

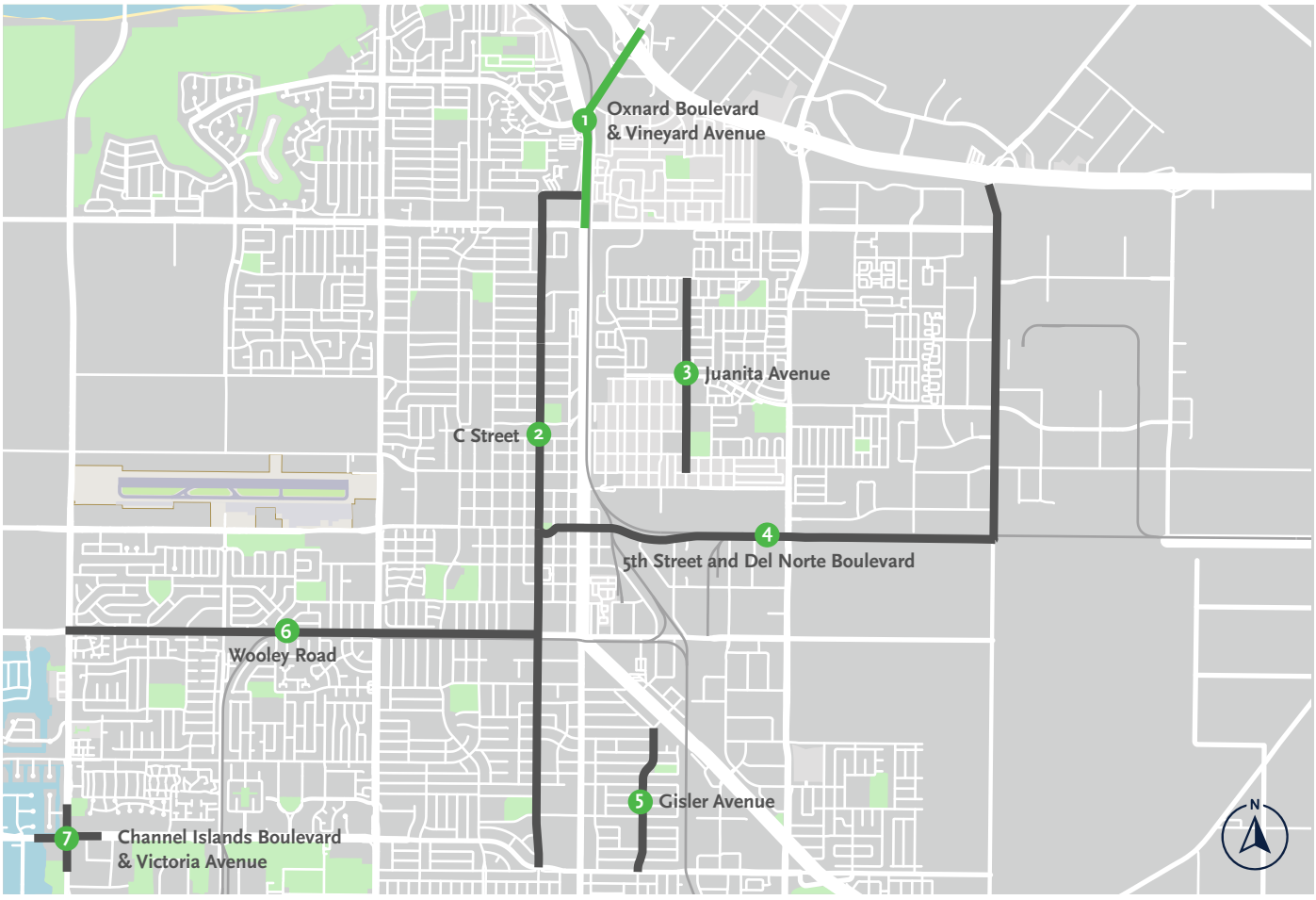
- Enhance safety and visibility for people walking and biking, especially around railroad crossings and freeway ramps
- Highlight Oxnard Bl as a key gateway to Downtown Oxnard
- Improve first/last mile connections to transit along Oxnard Bl, a designated High Quality Transit Corridor
- Improve low cost and sustainable access to key retail and employment destinations:
  - » Esplanade Shopping Center (Esplanade Dr from Oxnard Bl to Vineyard Ave)
  - » Lemon Grove Plaza (Oxnard Bl & Gonzales Rd)
  - » The Collection (Oxnard Bl & Town Center Dr)
  - » Vineyard Plaza (Oxnard Bl & Vineyard Ave)
  - » Wagon Wheel (Wagon Wheel Rd & Oxnard Bl)

LAND USE & MOBILITY CATEGORIES

- Future Residential Development
- Major Commercial District
- Micromobility Hub
- Residential Access Barriers
- Safety Opportunity Corridor or Intersection
- Transit Opportunity Corridor

CORRIDOR CO-BENEFITS

- Increase opportunities for active travel
- Improve roadway safety
- Increase access to jobs
- Increase green space



Oxnard Boulevard and Vineyard Avenue Toolkit

With major recent and continued development north and south of the US-101 off of Oxnard Boulevard and Vineyard Avenue, this area of Oxnard has grown rapidly in recent years, with new residents, new destinations, and new employment opportunities. In addition, Oxnard Boulevard and Vineyard Avenue are key access points to the US-101 freeway, providing regional connectivity and serving as a gateway to Downtown Oxnard.

Serving all of these uses, these corridors carry substantial vehicle traffic, particularly during peak periods, and the infrastructure is oriented nearly entirely to serve the movement of cars. Although many people drive, others walk, bike, and ride transit, doing so by navigating roads with railroad crossings, narrow sidewalks, and high volume, high speed intersections.

The Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) designates Oxnard Boulevard and Saviers Road from US-101 to Port Hueneme as a designated High Quality Transit Corridor (HQTC), which is defined as a corridor with fixed transit stops where buses pick up passengers at a frequency of every 15 minutes (or less) during peak commuting hours. Furthermore, the RTP/SCS defines the half-mile around a HQTC as a High Quality Transit Area (HQTA) and forecasts that 51% of future household growth between 2016 and 2045 will be located in HQTAs.

Enhancing pedestrian and bicycle safety makes major commercial plazas and transit stops accessible to more people and improves the connectivity of neighborhoods around Oxnard Boulevard, Vineyard Avenue, and the US-101 freeway.

Placemaking along Oxnard Boulevard and Vineyard Avenue will help connect existing neighborhoods with new neighborhoods, such as the housing sites identified in the City's adopted Amended 2021-2029 Housing Element.

The vision for Oxnard Boulevard and Vineyard Avenue is to enhance this area, by continuing to serve as a key regional vehicle connection, while also creating an opportunity to serve local travel, active and sustainable modes, and define a more prominent gateway into the City. The forthcoming development and increased transit service along and around Oxnard Boulevard will strengthen north/south connections and expand the number of employment, educational, and recreational opportunities that residents can access using more sustainable modes, especially riding transit and biking.

Oxnard Boulevard and Vineyard Avenue

Pedestrians navigate several freeway ramps along Vineyard Avenue

Cyclists navigate railroad crossings and sidewalk gaps along Vineyard Avenue, which does not have bike lanes east of Oxnard Boulevard

MOBILITY OPPORTUNITY

Expand and fill gaps in bike lane network

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The City has a CIP project to install bike lanes on Oxnard Boulevard from Gonzales Road to the US-101 freeway ramps (Advisory Committee).
- The existing multi-use path along Oxnard Boulevard ends at Oxnard Boulevard & Gonzales Road (Walk Audit).

POTENTIAL OPTIONS

- Add green conflict striping for bike lanes at major intersections and driveways.
- Improve bike access north of the US-101 by working with Caltrans to determine the best approach to providing access while minimizing impacts to freeway access, connecting with the existing bike lane network on Vineyard Boulevard (west of Oxnard Boulevard) and Esplanade Drive.
- Increase visibility for bicycles while crossing large intersections with bike boxes and two stage left turn boxes.

Cyclists were observed biking on the sidewalk near freeway ramps along Vineyard Avenue

Example of a bike box in Durango, Colorado

MOBILITY

MOBILITY OPPORTUNITY

Expand and enhance pedestrian amenities

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- People with mobility needs, such as wheelchairs or strollers, have difficulty navigating narrow sidewalks that are blocked by signal poles or other signage (Walk Audit and Focus Group).
- There is a gap in the sidewalk along Vineyard Avenue at St Marys Drive (Walk Audit).
- People walking and biking from the Rio Lindo neighborhood were observed crossing the Vineyard Avenue railroad crossing from St Marys Drive (Walk Audit).
- Youth from the central and southern neighborhoods of Oxnard travel to The Collection for shopping and jobs by walking or biking (Focus Group).

POTENTIAL OPTIONS

- At freeway ramps, work with Caltrans to upgrade to high-visibility crosswalks to pair with the recently upgraded curb ramps.
- Coordinate with railroads to improve pedestrian safety and accessibility at railroad crossings*.
- Construct new sidewalk to fill existing gaps and widen narrow sidewalks*.
- Improve crossings by installing bulbouts or tightening curb radii, which can shorten crossing distances, improve visibility, slow down turning vehicles, and provide more space for people waiting at corners.
- Upgrade crosswalks to high-visibility striping during resurfacing
- Use the City's forthcoming Leading Pedestrian Interval (LPIs) guidelines to install LPIs along Oxnard Boulevard and Vineyard Avenue, particularly at wide intersections.

*See pages 156 - 157 for implementation considerations.

Existing upgraded curb ramps at freeway ramp along Vineyard Avenue

People were crossing Vineyard Avenue at the railroad crossing on foot and on bikes

A sidewalk gap was identified along Vineyard Avenue near Craig Drive and St Marys Drive

MOBILITY OPPORTUNITY

Improve neighborhood connectivity across major barriers, such as the freeway and large roads

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- Speeding is a concern in the Rio Lindo neighborhood as people driving have limited opportunities to connect to major roads such as Vineyard Avenue, Oxnard Boulevard, and Gonzales Road (Advisory Committee).
- People who walk and bike from the Rio Lindo neighborhood often have to travel longer distances as the only access points are at St Marys Dr/ Craig Dr to Vineyard Ave and along Gonzales Rd with no formal access along Oxnard Bl (Focus Group).

POTENTIAL OPTIONS

- Coordinate with railroad, neighboring jurisdictions, and regional agencies to continue the multi-use path through the City along the railroad and/or flood channel as a regional active transportation corridor.
- Extend the multi-use path along Oxnard Boulevard from Gonzales Road up to Vineyard Avenue. Coordination with Union Pacific Railroad may be necessary.
- The new multi-use path would provide opportunities to create pedestrian connections between the Rio Lindo neighborhood and Oxnard Boulevard by adding pedestrian access points.

People were observed walking along and crossing the railroad tracks along Vineyard Avenue

MOBILITY

Oxnard Boulevard and Vineyard Avenue

MOBILITY OPPORTUNITY

Provide more non-auto options to travel to and from key retail and employment centers

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The Collection is frequented by residents living in neighborhoods across the city, particularly near Oxnard College, Rose Shopping Center, and the beach (Pop Up Events).

POTENTIAL OPTIONS

- Coordinate with plaza owners at major shopping centers to implement a mobility hub, which may include bikeshare, carshare, scootershare, secure bike parking, wayfinding, an electric circulator shuttle, and/or electric vehicle charging stations.
- Prioritize widening sidewalks, especially around transit stops.
- Upgrade bus stops with shelters, shade structures (e.g. trees or other physical structures), real-time arrival information, lighting, benches, trash cans, and bike racks.

The existing transit stops along Oxnard Boulevard and Vineyard Avenue provide variations of amenities. This bus stop along Vineyard Avenue includes a shelter, bench, trash can, and bike racks.

PLACEMAKING

Oxnard Boulevard and Vineyard Avenue

PLACEMAKING OPPORTUNITY
Create a sense of place and strengthen connections to key destinations, such as Downtown Oxnard and the Oxnard Transit Center

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- In addition to the recent Wagon Wheel development, additional residential development is planned along Oxnard Boulevard and Vineyard Avenue (Advisory Committee).

POTENTIAL OPTIONS

- Add wayfinding signage throughout the area to highlight key destinations, especially across the US-101 where the walking distances may not be far, but where major barriers are present.
- The "Welcome to City of Oxnard" sign on the southwest corner of Vineyard Avenue & Esplanade Drive could be enhanced as a key placemaking location with additional public art.

Existing "Welcome to the City of Oxnard" sign at Vineyard Avenue & Esplanade Drive

PLACEMAKING

Oxnard Boulevard and Vineyard Avenue

PLACEMAKING OPPORTUNITY
Develop a program to engage community members and organizations to incorporate public art with streetscape elements to reflect the surrounding area

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The Oxnard Downtown Management District piloted a public art project, "Project: Box Art," where artists painted traffic signal control cabinets (utility boxes) in Downtown Oxnard (Advisory Committee).
- The Oxnard Cultural Arts Division and Ventura County Arts Council has partnered with community organizations and the City to add murals in and on community facilities, such as parks and the City Council building (Advisory Committee).

POTENTIAL OPTIONS

- Build on "Project: Box Art" to expand artful utility boxes citywide, with a focus on commercial destinations. Utility boxes can also be decorated as part of a roadway safety campaign.
- In partnership with GCTD, host citywide bus shelter and/or bus bench art programs to add community-based art and designs at transit stops. Potential partners include VCTC Transit, the Oxnard Cultural Arts Division, Oxnard Performing Arts Center, and Ventura County Arts Council.

Example of an existing artful utility box in Downtown Oxnard at 6th Street & A Street

Example of a safety campaign on utility boxes in Lancaster, CA.

GREENING

Oxnard Boulevard and Vineyard Avenue

GREENING OPPORTUNITY

Expand shade coverage

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Shade" is one of the top priorities for community members (Pop Up Events).
- There are very few trees along Vineyard Avenue (Walk Audit).

POTENTIAL OPTIONS

- Prioritize adding regularly spaced shade trees to provide shade and cooling, especially around transit stops and commercial destinations*.

*See pages 156 - 157 for implementation considerations.

Shade tree coverage is not consistent along Oxnard Boulevard and Vineyard Avenue

GREENING

Oxnard Boulevard and Vineyard Avenue

GREENING OPPORTUNITY

Increase water retention infrastructure to reduce flooding and support native landscaping

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Green Spaces" is one of the top priorities for community members (Pop Up Events).
- Each commercial plaza has a large parking lot that is primarily asphalt (Walk Audit).
- The area around the freeway ramps are primarily large patches of asphalt (Walk Audit).

POTENTIAL OPTIONS

- Add low-level landscaping in median islands and parkways.
- Coordinate with Caltrans to add permeable pavement or bioswales in the large asphalt medians adjacent to freeway entrances.
- Coordinate with commercial plaza owners to support the addition of more landscaping and permeable pavement in their parking lots*.
- Where space permits, incorporate low-level landscaping into bulbouts, with roadway drainage inlets as needed, to increase opportunities for water absorption.

*See pages 156 - 157 for implementation considerations.

Several freeway ramps along Vineyard Avenue have large asphalt medians

Example of a bulbout with landscaping for stormwater retention in Tucson, Arizona

RAILROAD CROSSING
Chevron

Project Options:

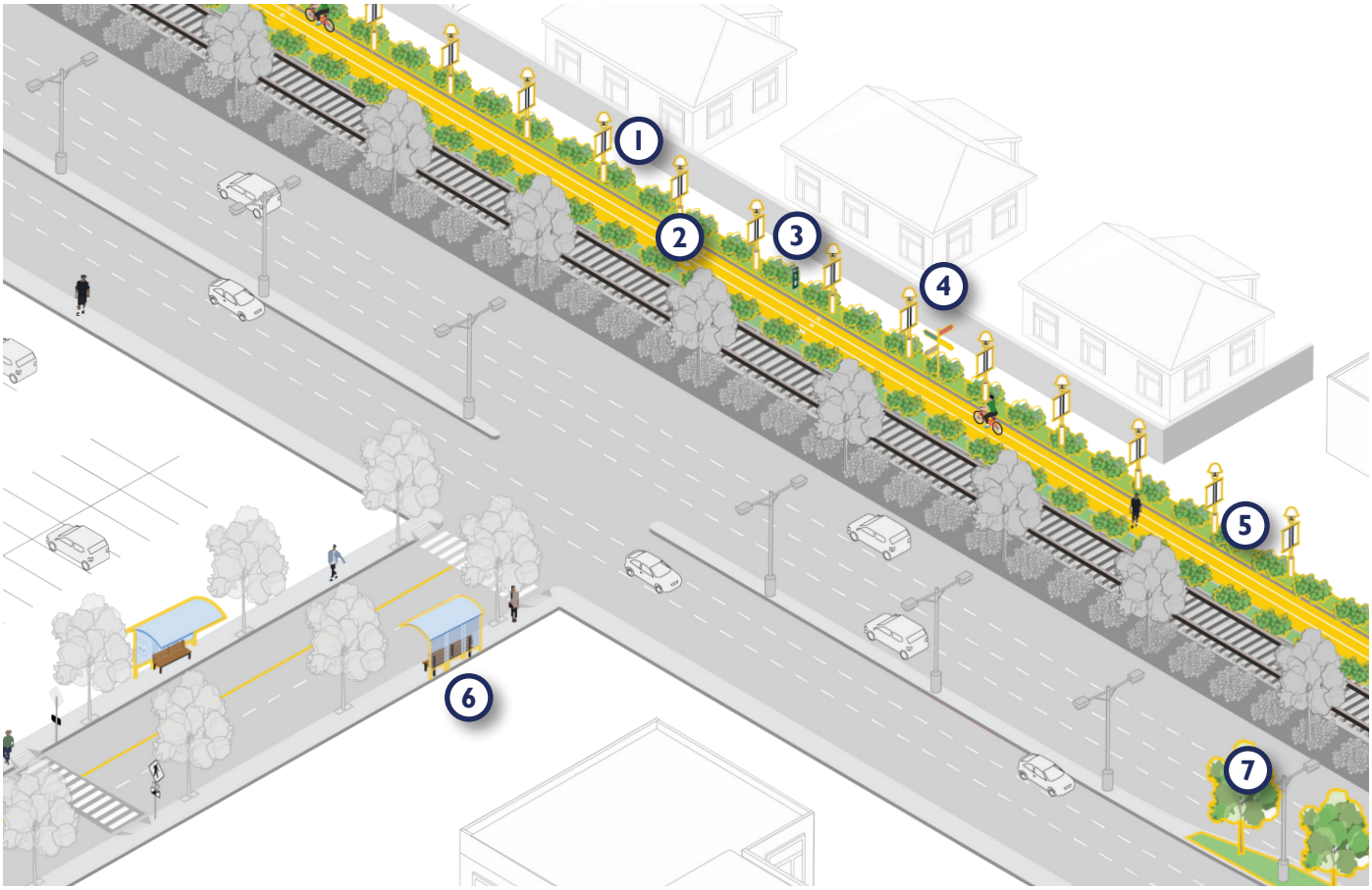
Oxnard Boulevard and Vineyard Avenue

Oxnard Boulevard and Vineyard Avenue have a wide right-of-way with majority of space currently designed to connect vehicles with the freeway. In addition to driving, however, many people are walking, biking, and riding transit along these corridors. Options to enhance multimodal travel include:

- Adding Class I bicycle facilities, including extending the existing multi-use path along Oxnard Boulevard that ends at Gonzales Road
- Infill of shade trees and addition of low-level drought tolerant landscaping to buffer traffic noise and provide shade and stormwater absorption
- Upgraded bus stops that include wifi, seating, and lighting to create a comfortable transit experience

The diagram below illustrates a typical segment of Oxnard Boulevard with potential options highlighted in yellow and described in the numbered legend.

1. Pedestrian-scaled lighting with light pole banners
2. Multi-use path
3. Distance markers
4. Wayfinding signage
5. Drought tolerant landscaping
6. Upgraded bus stops with smart shelters
7. New shade trees & drought tolerant landscaping in median



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

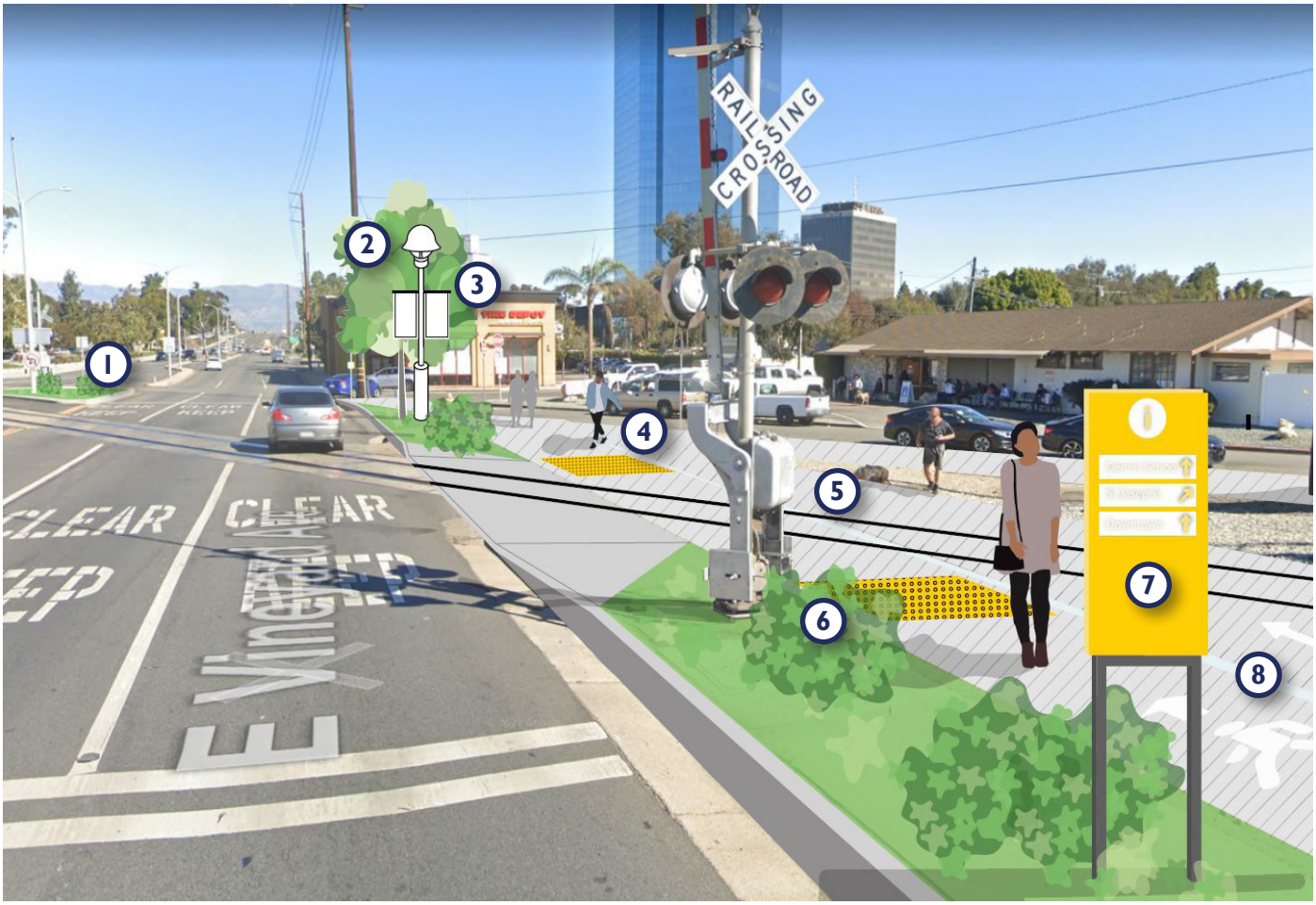
Project Options:

Oxnard Boulevard & Vineyard Avenue

1. Drought tolerant landscaping in median
2. New shade trees
3. Pedestrian-scaled lighting with light pole banners
4. Truncated domes & safety improvements at rail crossing
5. Level rail crossing for pedestrians
6. Drought tolerant landscaping
7. Wayfinding signage
8. Paved mixed-use path for people walking and biking

Example improvements for the rail crossing on Vineyard Avenue, just east of Oxnard Boulevard, are shown below and described in the numbered legend.

EXAMPLE PROPOSED IMPROVEMENTS



C Street

Channel Islands Boulevard to Citrus Grove Lane

Roadway Characteristics

LENGTH OF CORRIDOR

3.5

MILES LONG

NUMBER OF LANES

2

POSTED SPEED LIMIT

SPEED LIMIT 30

ADT ESTIMATE (2022)

8,000–19,000

Collision Summary (2016-2020)

ALL **INJURY COLLISIONS:**

287

INVOLVING SOMEONE BIKING:

29

INVOLVING SOMEONE WALKING:

37

Transit Routes Along the Corridor

TRANSIT ROUTES:

9

Land Use

within a Quarter Mile of Corridor

POPULATION (= 100)

22,000

JOBS (= 100)

12,500

COMMUNITY FACILITIES

2

PARKS

6

SCHOOLS

14

DISADVANTAGED COMMUNITIES: YES

SB 535
- AB 1550
- Justice 40

Corridor Vision

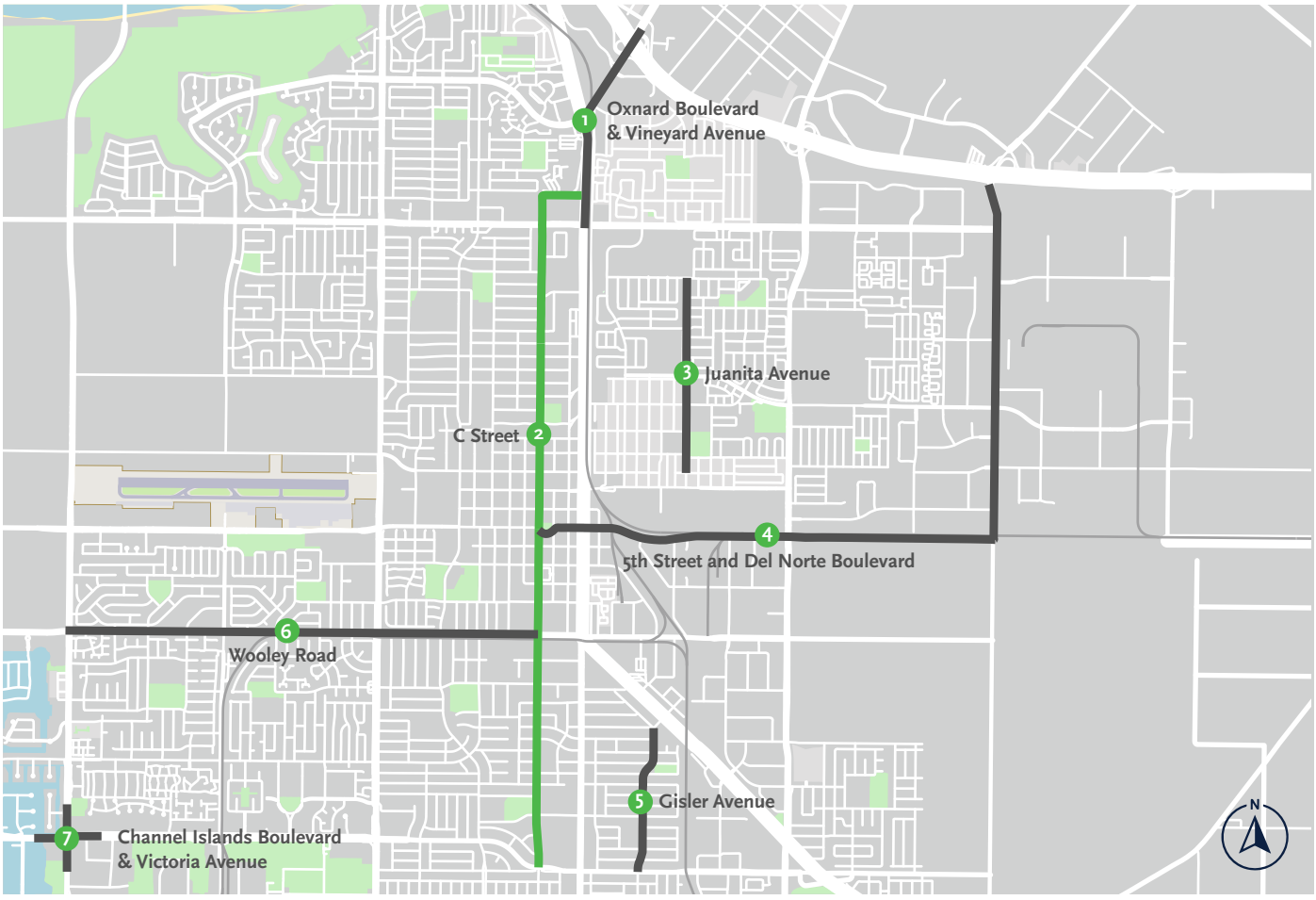
- Improve connections to major transit hubs:
  - » Centerpoint Mall (located along C Street)
  - » Oxnard Transit Center (located a quarter-mile east of C Street & 4th Street)
- Create a comfortable slow-speed route parallel to Oxnard Boulevard to serve sustainable active modes, such as walking and biking

LAND USE & MOBILITY CATEGORIES

- First/Last Mile to Transit
- Micromobility Hub
- Regional Active Transportation Corridor
- Safe Routes to School
- Slow Streets
- Transit Opportunity Corridor

CORRIDOR CO-BENEFITS

- Increase opportunities for active travel
- Improve roadway safety
- Increase access to jobs
- Increase green space



C Street Toolkit

When people ride the bus or train, they often start and end their trip by walking, biking, or rolling (e.g. with a skateboard or scooter) to and from their nearest transit stop.

First/Last Mile improvements refer to the first and last part of someone's trip from point A to point B, where the "middle" part is a bus or train ride. These improvements provide safe and comfortable access to transit, better serving existing and new bus and train riders.

Slow Street elements can make C Street a more comfortable place for sustainable modes of travel, such as walking and biking.

The vision for C Street is to create a slow speed, transit-oriented corridor to support people who walk, bike, and take transit along C Street. Building on the existing patterns of walking, biking, and transit riding along this corridor, with additional improvements, more people may be encouraged to switch from driving to these active modes of transportation. This shift reduces vehicle miles traveled, reduces greenhouse gas emissions, improves public health, and provides more opportunities for community connection.

Flashing beacons on C Street near the Centerpoint Mall help facilitate safe pedestrian crossings

High bicycle and pedestrian activity was observed along C Street, especially near the Centerpoint Mall

MOBILITY OPPORTUNITY
Expand and enhance space for pedestrians

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- Many sidewalks along C Street are narrow and carry high pedestrian activity (Walk Audit).
- Students walking to/from school pass through the railroad crossing at C Street & Wooley Road (Advisory Committee).

POTENTIAL OPTIONS

- Coordinate with railroads to improve pedestrian safety and accessibility at railroad crossings*.
- Improve crossings by installing bulbouts or tightening curb radii, which can straighten crosswalks, shorten crossing distances, improve visibility, slow down turning vehicles, and provide more space for people waiting at corners.
- Upgrade crosswalks to high-visibility striping (note, this often happens when streets are resurfaced).
- Upgrade curb ramps to provide directional ramps that point people into the crosswalk instead of diagonally into the intersection and are compliant with accessibility requirements.
- Use the City's forthcoming Leading Pedestrian Interval (LPIs) guidelines to install LPIs along C Street. LPIs provide extra crossing time for people on foot and improve visibility.
- Use the City's forthcoming Rectangular Rapid Flashing Beacon (RRFB) guidelines to identify locations for new pedestrian crossings.
- Widen sidewalks around major transit stops, schools, and commercial destinations*.

*See pages 156 - 157 for implementation considerations.

Existing landscaped bulbout at C Street & 5th Street

Existing high-visibility crosswalk, upgraded curb ramp, and flashing beacon along C Street

MOBILITY OPPORTUNITY
Improve comfort and safety for people waiting to ride the bus

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- C Street is one of the highest ridership corridors in Oxnard (Advisory Committee).
- Gold Coast Transit District's Bus Stop Improvement Plan notes that many bus stops along C Street would benefit from bus shelters, benches, lighting, and ADA landing pads (Advisory Committee).
- Community-based organizations have members who rely on transit as their primary form of transportation (Focus Group).

POTENTIAL OPTIONS

- Prioritize widening sidewalks around transit stops or install transit boarding islands with a curbside bike lane to provide sufficient room for people using mobility devices like wheelchairs to get on and off the bus.
- Upgrade bus stops with shelters, shade structures (e.g. trees or other physical structures), real-time arrival information, lighting, benches, trash cans, and bike racks.

Example of side transit boarding island in Oakland, California

Existing bus stop with shelter, bench, and trash can along C Street

MOBILITY OPPORTUNITY

Prioritize people walking and biking to create a parallel route to Oxnard Boulevard for slower modes

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- As part of a recent resurfacing project, the City striped bike lanes and bike route markings along C Street. Building on this success, additional speed reduction can make this corridor even more inviting for bicyclists of all ages and abilities (Advisory Committee).

POTENTIAL OPTIONS

- Add green conflict striping for bike lanes at major intersections and driveways.
- Reduce the speed limit for C Street to 25 miles per hour, either along the whole corridor or around commercial corridors.
- Reduce speeding along the corridor and increase bicyclist and pedestrian visibility with neighborhood traffic circles, bulbouts, or by converting minor street stop-controlled intersections to all-way stop-controlled intersections*.

*See pages 156 - 157 for implementation considerations.

Existing green conflict striping at C Street & Ninth Street

Existing neighborhood traffic circle at Dunkirk Drive & Lazaro Lane

MOBILITY

MOBILITY OPPORTUNITY

Encourage more people to ride transit by making it an easy and convenient choice

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The Centerpoint Mall is a potential site for a GCTD micro-transit (such as e-scooter or e-bike) pilot program (Advisory Committee). This would connect people more easily to work, shop, and spend time without needing to purchase their own bicycle or scooter.
- There are many services along C Street, such as churches, parks, City departments, the library, and City Council chambers. Some visitors may rely on transit to access these services. Expanding the number of comfortable and low-cost modes can help provide easier access to these destinations (Advisory Committee).

Example of mobility hub components (bikeshare, long and short-term bike parking, EV charging, dedicated carshare parking, and package pickup lockers) in the Bay Area, California

POTENTIAL OPTIONS

- Assess the citywide bike lane network to connect people biking to C Street by filling bike lane gaps.
- The City, potentially in partnership with GCTD, could coordinate with plaza owner(s) at the Centerpoint Mall to implement a mobility hub, which could include bikeshare, carshare, scootershare, secure bike parking, wayfinding, and/or electric vehicle charging stations. These modes are sustainable, fun, and easy-to-use options that reduce the environmental impact per mile of travel.

PLACEMAKING

C Street

PLACEMAKING OPPORTUNITY
Create a sense of place and improve ease of navigation to key destinations such as Downtown Oxnard and the Centerpoint Mall

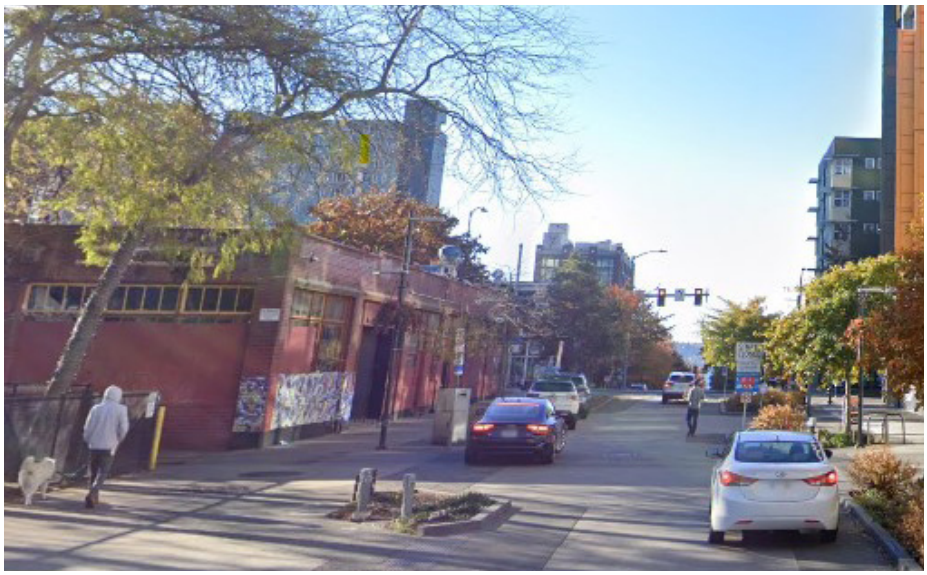
EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Beautify the Streets" is one of the top priorities for residents (Pop Up Events).
- Downtown Oxnard and the Centerpoint Mall are frequented by many residents (Pop Up Events).
- Plaza Park is frequented by many residents, especially for the weekly farmer's market (Focus Group).

POTENTIAL OPTIONS

- Add wayfinding signage to highlight key destinations. Providing the number of minutes to get to a destination on foot can help reduce the perceived distance of travel and encourage more people to walk.
- Convert C Street between 2nd Street and 5th Street to a pedestrian-oriented business district and reduce the speed limit to 25 miles per hour. Adding placemaking elements, such as additional places to sit, shade structures, and public art, while also building on existing events and programming can help expand and invigorate Downtown Oxnard as a place for the community.
- Expand the City's parklet program, which is currently limited to Downtown Oxnard through the City's downtown code, to allow parklets citywide.
- Explore reconfiguration of C Street in Downtown Oxnard, near Plaza Park, to expand existing park space and build on existing business district character to encourage bicycle and pedestrian activity.
- Transition streets in Downtown Oxnard, such as B Street near Plaza Park, into a "woonerf," or living/shared street, to slow vehicle speeds and encourage walking and biking*.

*See pages 156 - 157 for implementation considerations.



Example of a woonerf in Seattle, WA

PLACEMAKING

C Street

PLACEMAKING OPPORTUNITY
Develop a program to engage community members and organizations to incorporate public art with streetscape elements that reflects the surrounding area

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The Oxnard Downtown Management District piloted a public art project, "Project: Box Art," where artists painted traffic signal control cabinets (utility boxes) in Downtown Oxnard (Advisory Committee).
- The Oxnard Cultural Arts Division and Ventura County Arts Council have partnered with community organizations and the City to add murals in and on community facilities, such as parks and the City Council building (Advisory Committee).

Existing artful utility box at 5th Street & A Street in Downtown Oxnard

POTENTIAL OPTIONS

- Build on "Project: Box Art" to expand artful utility boxes citywide, with a focus on commercial destinations.
- In partnership with GCTD, host citywide bus shelter art programs to add community-based art and design at transit stops. Potential partners include VCTC Transit, the Oxnard Cultural Arts Division, Oxnard Performing Arts Center, and Ventura County Arts Council.
- Install artful, creative crosswalks and/or quick-build bulbouts to enhance the visibility of people walking*. These have been shown to improve safety at intersections while also bringing vibrancy and color into the built environment*.

Example of a quick-build bulbout with artful elements in Baltimore, Maryland

*See 156 - 157 for implementation considerations.

GREENING OPPORTUNITY

Expand shade coverage

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

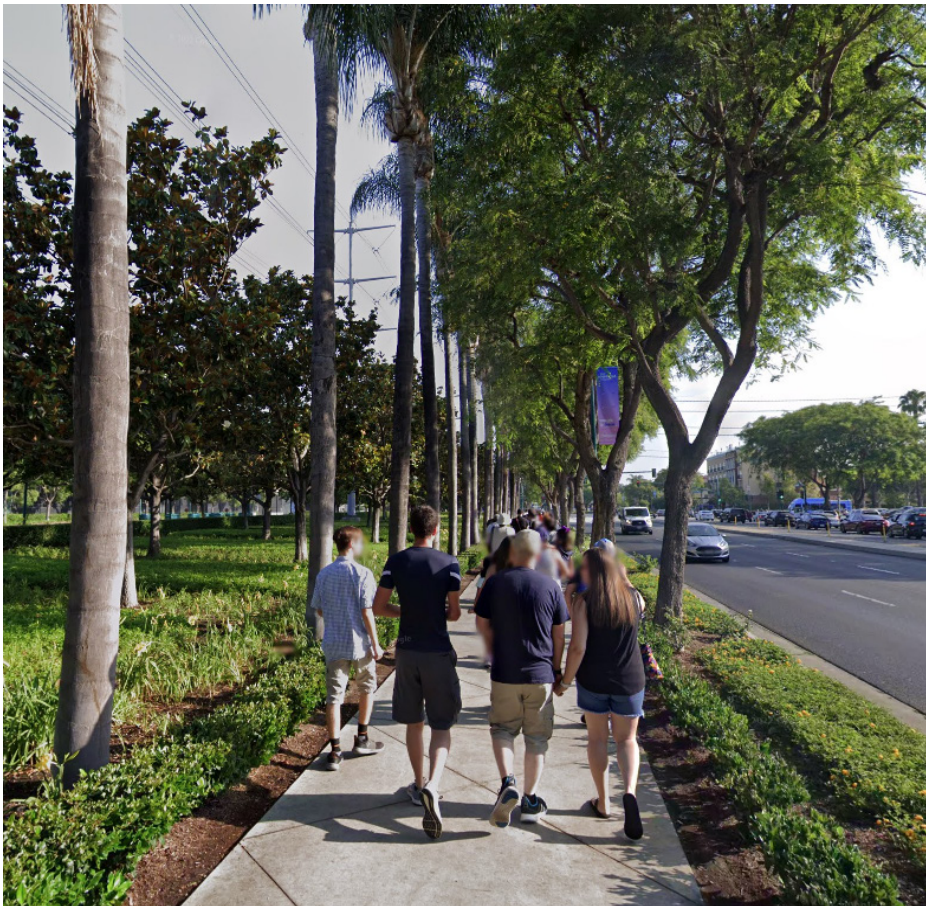
- Downtown C Street primarily has palm trees along the corridor, which provide limited shade (Walk Audit).
- "Add Shade" is one of the top priorities for community members (Pop Up Events).
- In the future, Southern California is expected to see more high-heat days that can make it uncomfortable for people to walk, bike, or ride transit unless additional shade is provided. Given the timeline for trees to grow a full shade canopy, planting trees today will help cool the environment long into the future (STP Framework Report).

POTENTIAL OPTIONS

- Consider expanding the Green Alley program along the alley between Deodar Avenue and Beverly Drive, which connects to the green alley in the La Colonia neighborhood.
- In areas planted with palm trees, consider interspersing or replacing every other palm tree with a shade tree to maintain the iconic sense of place created by the palms, while incorporating plantings that will provide future shade as the palms reach the natural end of their life cycle*.
- In areas with limited sidewalk width, shade trees and low-level landscaping can be added with regularly-spaced planters in the on-street parking lane.
- Prioritize adding regularly spaced shade trees to provide shade and cooling, especially around transit stops and commercial destinations*.

*See pages 156 - 157 for implementation considerations.

Example of a planter with trees and low-landscaping in the parking lane in Philadelphia, Pennsylvania



Example of complementing palm trees with an understory of shade trees (tipuana tipu) to create a pleasant walking environment in Anaheim, California

GREENING

C Street

GREENING OPPORTUNITY

Increase water retention infrastructure to reduce flooding and support native landscaping

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Green Spaces" is one of the top priorities for community members (Pop Up Events).
- In the future, Southern California is expected to experience more high heat days. Incorporating infrastructure that increases permeability of the ground and minimizes pavement can help manage stormwater and reduce the "urban heat island effect" created by excess pavement that absorbs and holds heat during hot days.

POTENTIAL OPTIONS

- Add low-level landscaping in median islands and parkways.
- Add permeable pavement in areas with low vehicle activity, such as bike lanes, parking lanes, and sidewalks.
- Plant trees and low-level landscaping in neighborhood traffic circles.
- Where space permits, incorporate low-level landscaping into bulbouts with drainage inlets to increase opportunities for water absorption.

Existing planter with drainage inlet in the La Colonia neighborhood

Project Options:

C Street

1. Strung catenary lights over roadway
2. Upgraded bus stops with smart shelter
3. Shared street "woonerf"
4. Pedestrian-scaled lighting with light pole banners
5. Infill shade trees
6. Wayfinding signage

Example improvements along C Street are shown below and described in the numbered legend.

EXAMPLE PROPOSED IMPROVEMENTS

Project Options:

C Street

Commercial Areas

Commercial areas along C Street have a wider right-of-way than the residential areas and can accommodate more greening and streetscape enhancements to prioritize C Street as a multimodal corridor. Some options include:

- Bike lanes that are separated from the travel lane by parked cars and travel between boarding bulb transit stops and the sidewalk.
- Bus stops that include WiFi, seating, and lighting to create a comfortable transit experience.
- Addition of trees to provide shade and cooling.

The diagram below illustrates a typical commercial area along C Street with potential options highlighted in yellow and described in the numbered legend.

1. Protected bike lane
2. Infill shade trees
3. Pedestrian-scaled lighting with light-pole banners
4. Upgraded bus stops with smart shelter
5. Boarding bulb transit stop
6. Wayfinding signage

This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

Project Options:

C Street

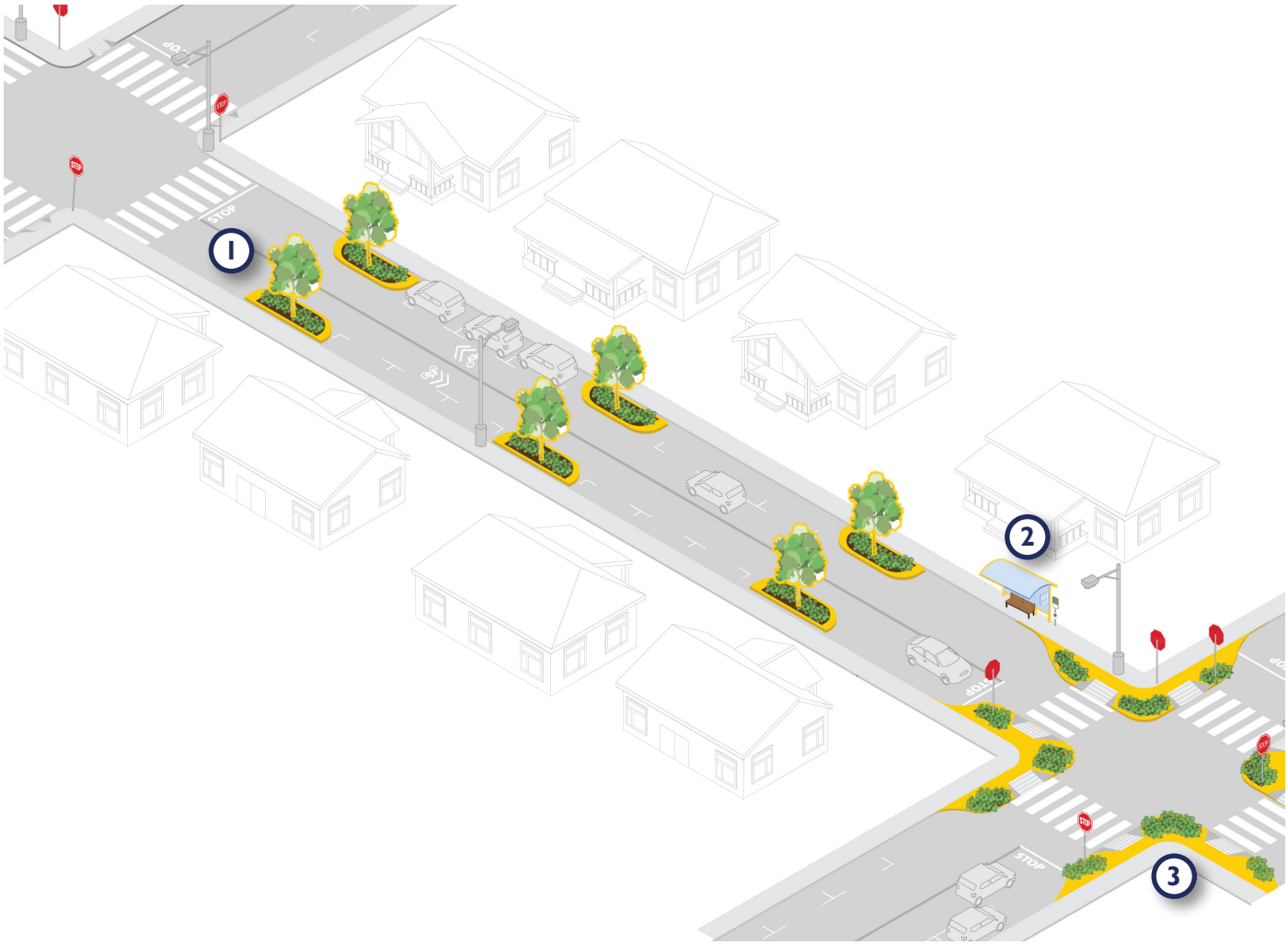
Residential Areas

Residential areas along C Street have a more narrow right-of-way than commercial areas, which leaves limited room for greening and streetscape enhancements. The existing bike lane often becomes a bike route so adding traffic calming elements to create a neighborhood greenway can help drivers and bicyclists share the road safely. Some options include:

- Neighborhood-scaled roundabouts that help slow vehicle speeds.
- Landscaped curb extensions and trees in the parking lane that provide shade and stormwater absorption.
- Bus stops that include WiFi, seating, and lighting to create a comfortable transit experience, where space permits.

The diagram below illustrates a typical residential area along C Street with potential options highlighted in yellow and described in the numbered legend.

1. Shade trees and/or shrubs in planters within parking aisle
2. Upgraded bus stops with smart shelter
3. Landscaped curb extensions



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

Juanita Avenue

Martin Luther King Jr. Drive to 3rd Street

Roadway Characteristics

LENGTH OF CORRIDOR

1

MILE LONG

NUMBER OF LANES

2

POSTED SPEED LIMIT

SPEED LIMIT 25

AADT ESTIMATE (2019)

4,500

Collision Summary (2016-2020)

ALL INJURY COLLISIONS:

18

INVOLVING SOMEONE BIKING:

1

INVOLVING SOMEONE WALKING:

6

Transit Routes Along the Corridor

TRANSIT ROUTES:

0

Land Use

within a Quarter Mile of Corridor

POPULATION (= 100)

7,000

JOBS (= 100)

1,100

COMMUNITY FACILITIES

0

PARKS

2

SCHOOLS

6

DISADVANTAGED COMMUNITIES: YES

- SB 535
- AB 1550
- Justice 40

Corridor Vision

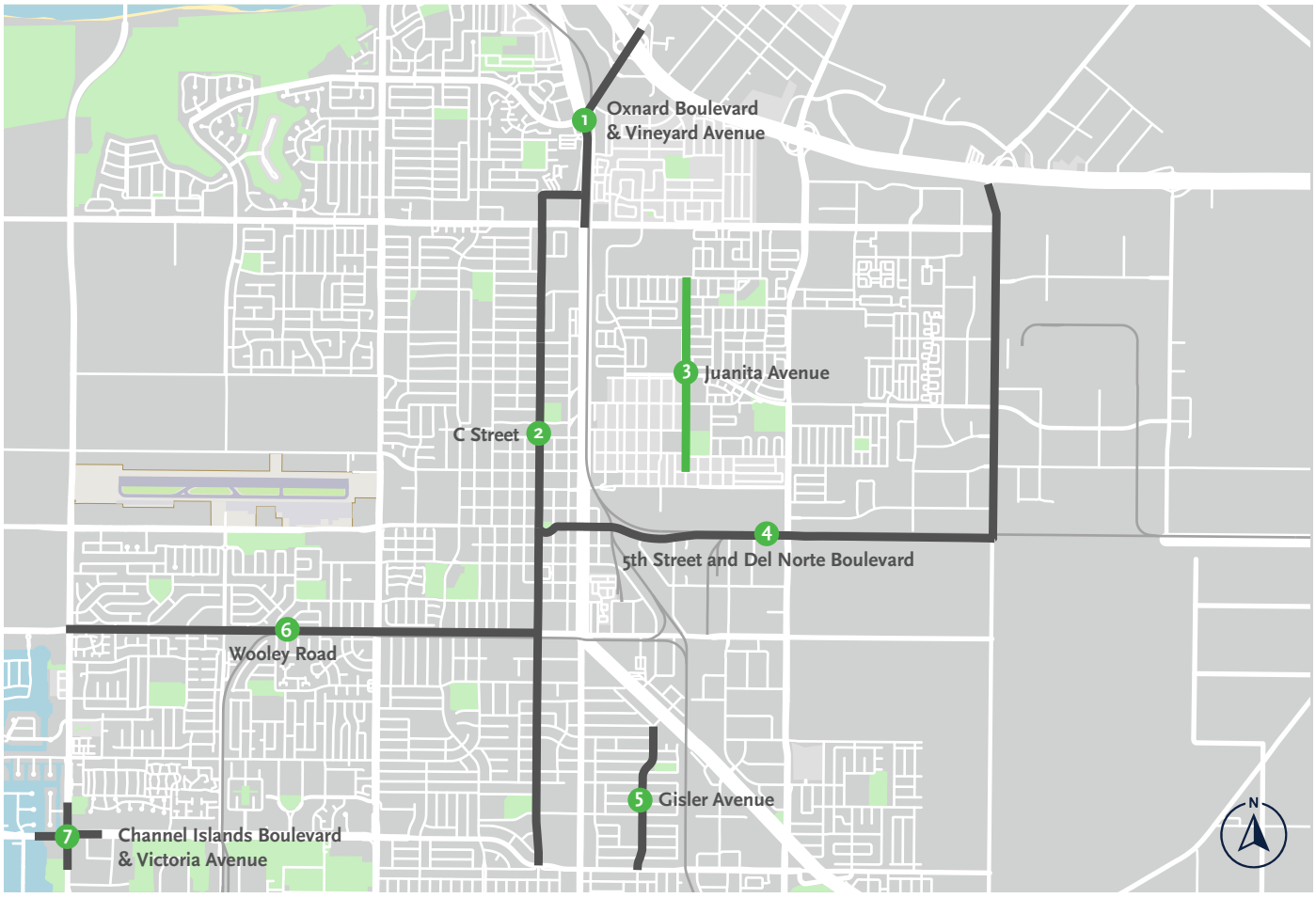
- Provide safe routes to schools for students walking and biking
- Serve as a key north/south neighborhood connection for all modes of travel, especially walking and biking

LAND USE & MOBILITY CATEGORIES

- Safe Routes to School
- Slow Streets
- Residential Access Barriers

CORRIDOR CO-BENEFITS

- Increase opportunities for active travel
- Improve roadway safety
- Increase green space



Juanita Avenue Toolkit

The La Colonia and West Village neighborhoods face access barriers due to the railroad along Oxnard Boulevard to the west and along 3rd Street to the south. Juanita Avenue is the primary north/south corridor within these neighborhoods and many people walk, bike, and drive along it. However, sidewalks and roadway space are narrow, which can result in challenging visibility and frustrating conflicts. By clearly emphasizing the street design for people on foot and bike, drivers who use Juanita Avenue to cut through the neighborhood more quickly may choose alternative routes. This frees up space for residents or visitors to the neighborhoods who have to walk, bike or drive to get to their destinations.

Slow Street elements can make Juanita Avenue a more comfortable place for people who walk and bike while still allowing for local access for drivers.

Greening can provide cooling, stormwater retention, and air quality benefits given this area's proximity to rail activity and density of Downtown Oxnard.

Many students walk and bike along Juanita Avenue

MOBILITY OPPORTUNITY

Prioritize people walking and biking for safe routes to school and general neighborhood travel

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

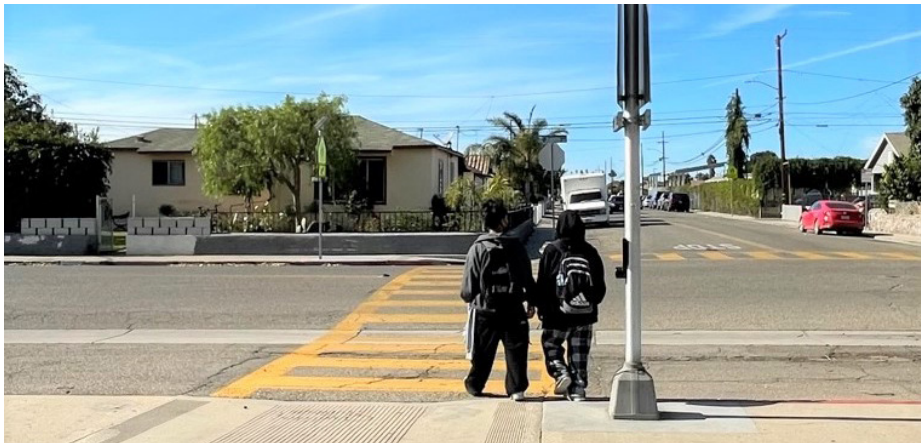
- Students and families often have to walk in the street because sidewalks are narrow (Focus Group).
- The majority of the community relies on walking, biking, and riding transit for transportation (Focus Group).
- The schools located along Juanita Avenue are part of the City's Safe Routes to School project (Advisory Committee).

POTENTIAL OPTIONS

- Improve visibility by adding pedestrian-scale lighting.
- Improve crossings by installing bulbouts or tightening curb radii, which can straighten crosswalks, shorten crossing distances, improve visibility, slow down turning vehicles, and provide more space for people waiting at corners.
- Slow vehicles down and increase bicyclist and pedestrian visibility with:
  - » Bulbouts
  - » Converting minor street stop-controlled intersections to all-way stop-controlled intersections*.
  - » Neighborhood traffic circles
  - » Raised intersections
  - » Rectangular Rapid Flashing Beacons
  - » Red curb
  - » Speed humps
- Upgrade crosswalks to high-visibility striping (note, this already happens when streets are resurfaced).
- Widen sidewalks*.

*See pages 156 - 157 for implementation considerations.

Demonstration Project 1 at Juanita Avenue & Colonia Road illustrated how a bulbout (temporarily made with cones and plants) could slow down vehicles, improve pedestrian visibility, and shorten pedestrian crossing distances



Community members expressed support for flashing beacons along Juanita Avenue, such as the one at Juanita Avenue & 1st Street

People walking often had to walk in the street due to narrow sidewalk widths

MOBILITY OPPORTUNITY

Improve neighborhood connectivity, especially across major barriers such as the railroad and major arterials

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- Speeding is a concern in the La Colonia neighborhood as people driving often use Juanita Avenue as a cut through street. Other opportunities to connect to major roads such as Oxnard Boulevard, Rose Avenue and 3rd Street are limited (Demonstration Project).
- Existing transit routes serve bus stops along 3rd street but there are limited opportunities to cross the street (Focus Group).

People walking and biking across Camino del Sol cross multiple travel lanes

POTENTIAL OPTIONS

- Explore adding pedestrian crossing opportunities across 3rd Street to facilitate transit access, such as with a Pedestrian Hybrid Beacon or RRFB.
- Transforming Camino del Sol into a slow street perpendicular to Juanita Avenue can create a slow street network, serve high school-related pedestrian demand, and discourage speeding through the neighborhood. The transformation could reduce the number of lanes along Camino del Sol and open additional land that could be repurposed as:
  - » An extension of the community garden at Camino del Sol and Oxnard Boulevard
  - » A linear park with recreational facilities, such as fields, courts, playgrounds, and/or outdoor fitness stations
  - » Neighborhood traffic circles with additional space for shade trees and greening

PLACEMAKING

Juanita Avenue

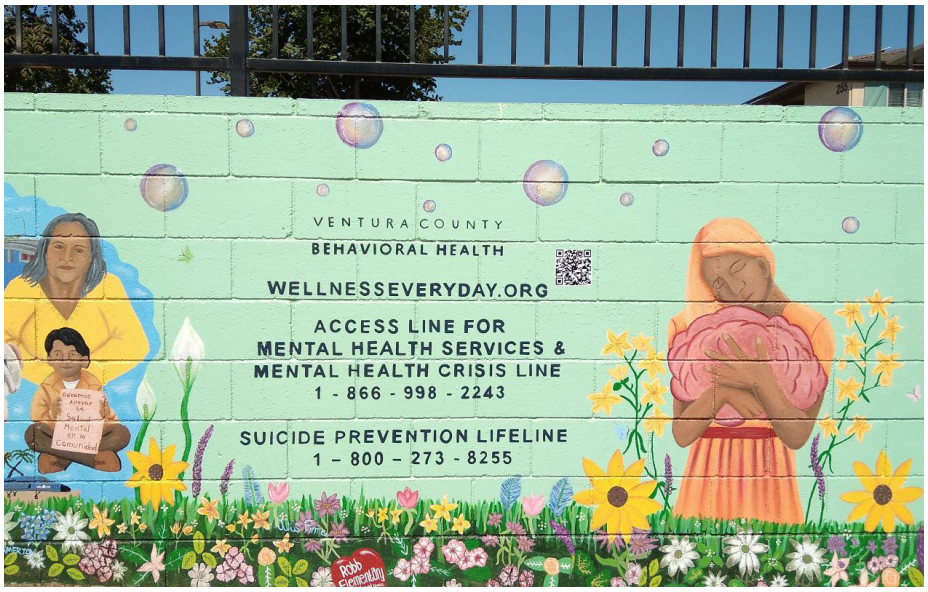
PLACEMAKING OPPORTUNITY
Invest in amenities and improvements that strengthen the existing sense of place and meet the needs of the community

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- Pedestrian lighting, trash cans, and greening were top roadway amenities identified by community members (Demonstration Project).

POTENTIAL OPTIONS

- Add wayfinding signage to highlight key destinations, especially schools.
- Add trash cans around schools, parks, and community facilities. Students and community members could help design the exterior of trash cans to add community-based art.
- Increase the amount of public art in parks and community facilities to build on the existing murals in the community.



Existing mural, designed and created by local youth, near Del Sol Park in La Colonia neighborhood

PLACEMAKING

Juanita Avenue

PLACEMAKING OPPORTUNITY
Develop a program to engage community members and organizations to incorporate public art with streetscape elements to reflect the surrounding area

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The Oxnard Downtown Management District piloted a public art project, "Project: Box Art," where artists painted traffic signal control cabinets (utility boxes) in Downtown Oxnard (Advisory Committee).
- The Oxnard Cultural Arts Division and Ventura County Arts Council have partnered with community organizations and the City to add murals in and on community facilities, such as parks and the City Council building (Advisory Committee).

Example of a Cesar Chavez-theme bus shelter design in Milwaukee, Wisconsin

POTENTIAL OPTIONS

- In partnership with GCTD, host citywide bus shelter art programs to add community-based art and design at transit stops near Juanita Avenue. Potential partners include VCTC Transit, the Oxnard Cultural Arts Division, Oxnard Performing Arts Center, and Ventura County Arts Council.
- Install artful, creative crosswalks to enhance the visibility of people walking around schools and parks*. These have been shown to improve safety at intersections while also bringing vibrancy and color into the built environment*.

The crosswalks between green alleys in La Colonia could be an opportunity to pilot artful crosswalks

*See pages 156 - 157 for implementation considerations.

GREENING OPPORTUNITY

Expand shade coverage

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Shade" is one of the top priorities for community members (Pop Up Events).
- There are a limited number of trees along Juanita Avenue, particularly south of Colonia Road (Walk Audit).
- In the future, Southern California is expected to see more high-heat days that can make it uncomfortable for people to walk, bike, or ride transit unless additional shade is provided. Given the timeline for trees to grow a full shade canopy, planting trees today will help cool the environment long into the future (STP Framework Report).

Many areas along Juanita Avenue and in the La Colonia neighborhood have parkways that would benefit from trees and landscaping

POTENTIAL OPTIONS

- Expand existing shade tree coverage by filling in shade tree gaps*.
- In areas with limited sidewalk width, shade trees and low-level landscaping can be added with regularly-spaced planters in the parking aisle.
- Increase tree coverage in parks.

*See pages 156 - 157 for implementation considerations.

GREENING

GREENING OPPORTUNITY

Increase water retention infrastructure to reduce flooding and support native landscaping

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Green Spaces" is one of the top priorities for community members (Pop Up Events).
- In the future, Southern California is expected to experience more high heat days. Incorporating infrastructure that increases permeability of the ground and minimizes pavement can help manage stormwater and reduce the "urban heat island effect" created by excess pavement that absorbs and holds heat during hot days (Framework Report).

The parking lane near Colonia Park could be a candidate for permeable pavement

POTENTIAL OPTIONS

- Incorporate permeable pavement in places like the parking lane near Colonia Park and along the green alleys.
- Where space permits, incorporate low-level landscaping into bulbouts with drainage inlets to increase opportunities for water absorption.

Project Options:

Juanita Avenue

Juanita Avenue is a residential corridor with a narrow right-of-way that serves as a key corridor for neighborhood travel and safe routes to schools and parks. Many people, especially students and families, walk along and around Juanita Avenue. Options to slow vehicle speeds and prioritize multimodal travel include:

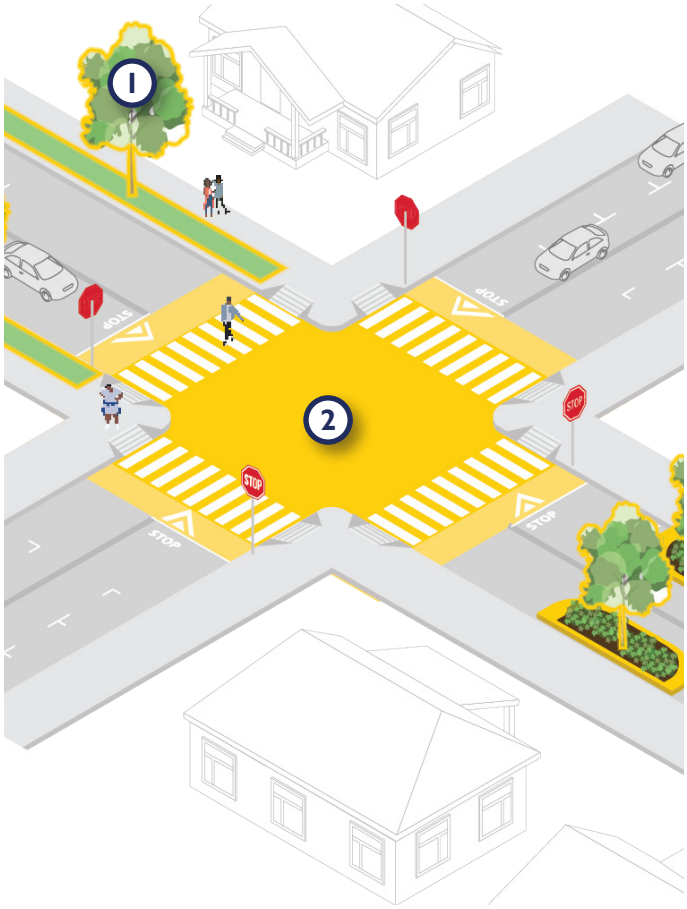
- Raised intersections that increase pedestrian visibility and slow vehicles down at intersections.
- Infill of shade trees, addition of low-level drought tolerant landscaping, and permeable paving to help buffer noise and provide shade and stormwater absorption where space permits.

The diagrams below illustrates typical intersections along Juanita Avenue with potential options highlighted in yellow and described in the numbered legend.

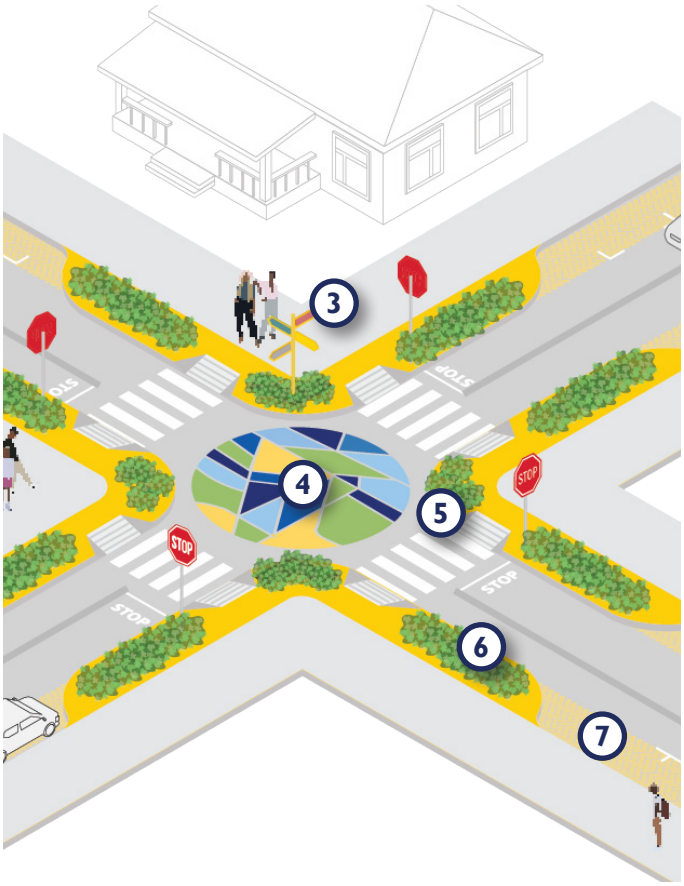
1. New shade trees & drought tolerant landscaping
2. Raised intersection
3. Wayfinding signage
4. Artful intersection*
5. Tightened curb radii
6. Landscaped curb extensions
7. Permeable paving in parking lane

*See pages 156 - 157 for implementation considerations.

RAISED INTERSECTION



CURB EXTENSIONS



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

5th Street and Del Norte Boulevard

5th Street: C Street to Del Norte Boulevard
Del Norte Boulevard: 5th Street to US-101 Freeway

Roadway Characteristics

LENGTH OF CORRIDOR

5

MILES LONG

NUMBER OF LANES

2-4

POSTED SPEED LIMIT

SPEED LIMIT 35 — 5TH STREET FROM C STREET TO ROSE AVENUE

SPEED LIMIT 55 — 5TH STREET FROM ROSE AVENUE TO DEL NORTE BOULEVARD AND DEL NORTE BOULEVARD

ADT ESTIMATE (2022)

13,000

Collision Summary (2016-2020)

ALL INJURY COLLISIONS:

194

INVOLVING SOMEONE BIKING:

8

INVOLVING SOMEONE WALKING:

13

Transit Routes Along the Corridor

TRANSIT ROUTES:

1

Land Use

within a Quarter Mile of Corridor

POPULATION (= 100)

7,000

JOBS (= 100)

14,000

COMMUNITY FACILITIES

1

PARKS

0

SCHOOLS

5

DISADVANTAGED COMMUNITIES: YES

- SB 535
- AB 1550
- Justice 40

Corridor Vision

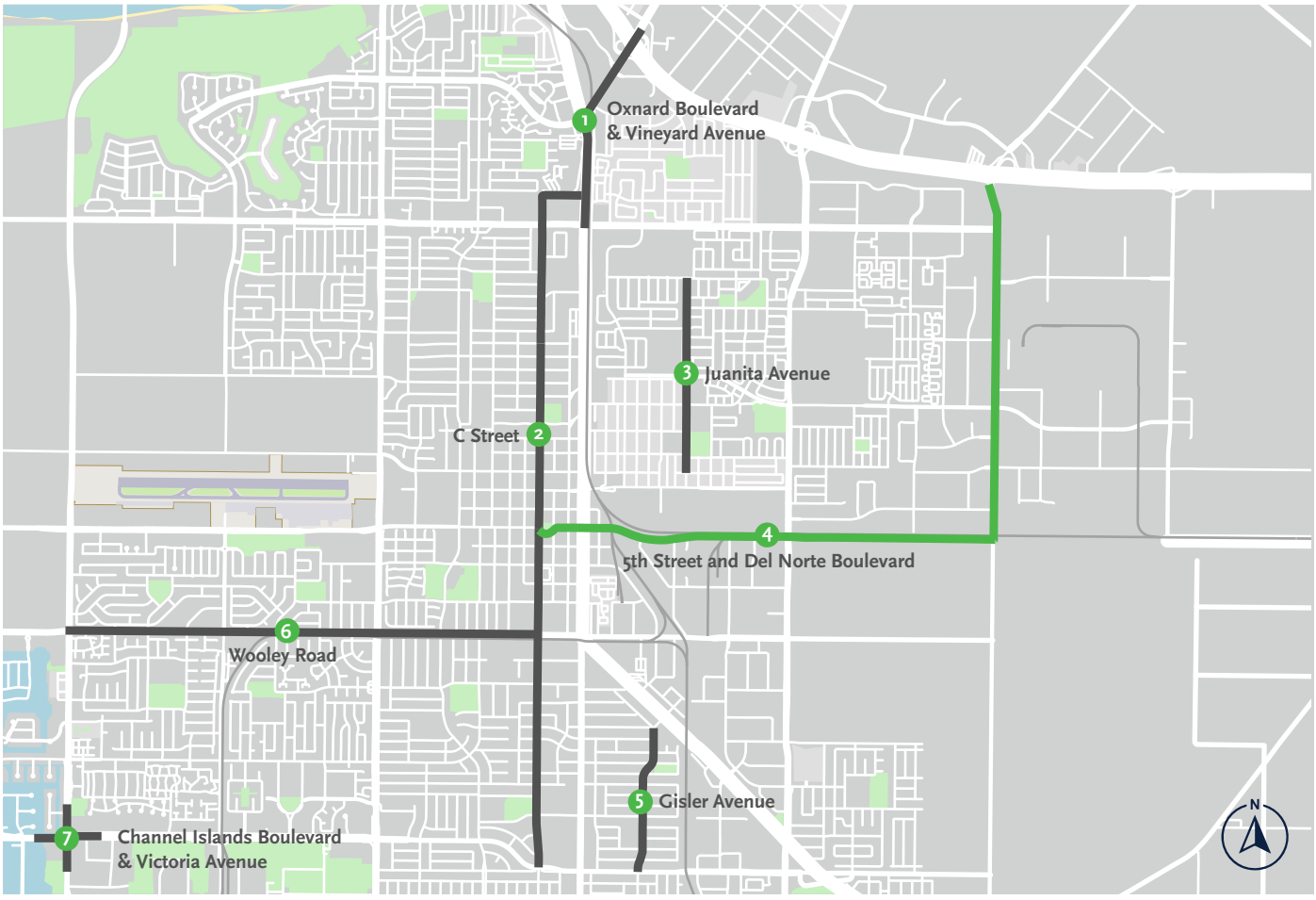
- Create a regional active transportation corridor
- Improve sustainable, safe connections between Downtown Oxnard and the Oxnard Transit Center to major employers along 5th Street and Del Norte Boulevard

LAND USE & MOBILITY CATEGORIES

- First/Last Mile to Transit
- Major Commercial District
- No Sidewalks
- Residential Access Barriers
- Regional Active Transportation Corridor

CORRIDOR CO-BENEFITS

- Increase opportunities for active travel
- Improve roadway safety
- Increase access to jobs
- Increase green space



5th Street and Del Norte Boulevard Toolkit

These corridors serve as key connections between places people live and places people work, particularly for industrial, agricultural, and warehouse jobs. Although many people drive, others walk and bike next to heavy truck traffic, railroad crossings and a high volume of vehicles that are often traveling at high speeds. If there were a safe and comfortable facility for walking and biking, more people working along these corridors might choose the lower cost option of biking to work instead of driving.

Enhancing pedestrian and bicycle safety will improve employment access and expand the regional active transportation network.

Improving employee commute options in partnership with large employers can also help increase the number of residents who are able to access employment opportunities.

5th Street and Del Norte Boulevard will continue to serve as key regional connections but can also prioritize local travel to serve as a gateway into the City as 5th Street connects to Downtown Oxnard.

People walking along 5th Street often do not have sidewalk and are next to a high volume of vehicles traveling at high speeds

The Oxnard Transit Center serves as an entry point to Downtown Oxnard along 5th Street

MOBILITY OPPORTUNITY
Improve regional connections, especially for active transportation

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- The Bicycle and Pedestrian Facilities Master Plan recommends at multi-use path from Oxnard Boulevard to Del Norte Boulevard (Advisory Committee).
- The Ventura County Transportation Commission Regional Transportation Improvement Program for 2022 identifies improvements along US-101 as a top priority. One of the projects is widening the Del Norte Bridge over US-101 (Advisory Committee).

POTENTIAL OPTIONS

- Add opportunities for people to cross 5th St, particularly at transit stops and to access the Oxnard Transit Center.
- Assess feasibility of reducing the existing roadway to one lane in each direction and constructing a multi-use path
- As part of the City's CIP projects to upgrade the Del Norte Interchange, the City can upgrade curb ramps, add green conflict striping, and upgrade to high visibility crosswalks.
- Coordinate with railroads to improve pedestrian safety and accessibility at railroad crossings on 5th St*.
- Extend the bike lane on Del Norte Boulevard, which ends at Camino Avenue, across the US-101 freeway overpass to Ventura Boulevard.
- Fill sidewalk gaps along the corridor.

*See pages 156 - 157 for implementation considerations

The pedestrian path alternates between asphalt, sidewalk (above), and dirt paths(below) along 5th Street

MOBILITY OPPORTUNITY

Prioritize walking and bicycling activity as 5th Street transitions into Downtown Oxnard

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- The Oxnard Transit Center is a destination frequented by many residents (Pop Up Events).
- Downtown Oxnard has high pedestrian activity given the many jobs and community facilities, such as parks, libraries, and community-based organizations (Focus Group).
- 5th St is two lanes along most of the corridor, but widens to four lanes as it approaches Downtown Oxnard, creating additional exposure where vehicles are most likely to encounter other modes.

Existing bulbout at 5th Street & A Street in Downtown Oxnard

POTENTIAL OPTIONS

- Add bulbouts or tighten curb radii at intersections to shorten pedestrian crossing distances and increase pedestrian visibility.
- Add green conflict striping for bike lanes at major intersections and driveways.
- Consider back-in angled parking throughout Downtown Oxnard to improve drivers' awareness and visibility of people biking*.
- Ensure there are pedestrian crossing opportunities in close proximity to transit stops.
- Explore reconfiguration of 5th Street from B Street to C Street in Downtown Oxnard, near Plaza Park, to expand existing park space and build on existing business district character to encourage bicycle and pedestrian activity.
- Given limited right of way, stripe sharrows along 5th Street in Downtown Oxnard, or construct Class II bike lanes where sufficient right of way exists.
- Stripe high visibility crosswalks and add directional curb ramps with resurfacing.

*See pages 156 - 157 for implementation considerations

MOBILITY OPPORTUNITY

Provide more non-auto options to travel to and from employment centers

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- Connecting farmworker housing, such as Villa Las Brisas, to agricultural jobs is a key priority at the regional level (Focus Group).
- Local hire agreements are an important employment strategy for the City (Advisory Committee).
- There are sidewalk gaps along 5th Street as the land uses alternate between industrial and agricultural uses (Walk Audit).

POTENTIAL OPTIONS

- Building on the City's existing Transportation Demand Management Ordinance, launch a transportation management organization (TMO) to provide carpooling and vanpooling services for employees across multiple job sites. The TMO could be funded in part by employers whose employees would directly benefit from this service.
- Coordinate with GCTD to consider extending transit service further east along 5th Street.
- Expand the transportation options at Oxnard Transit Center to incorporate a mobility hub, which may include bikeshare, carshare, secure bike parking, wayfinding, and/or electric vehicle charging stations.
- Upgrade bus stops with shelters, shade structures (e.g. trees or other physical structures), real-time arrival information, lighting, benches, trash cans, and bike racks.

Example of a mobility hub in Culver City, California

PLACEMAKING

5th Street and Del Norte Boulevard

PLACEMAKING OPPORTUNITY

Emphasize 5th Street as a gateway to the City, especially Downtown Oxnard

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The transit providers at Oxnard Transit Center are planning for increased bus and rail service, which could encourage more ridership and travel to/from Oxnard (Advisory Committee).

POTENTIAL OPTIONS

- Add wayfinding signage to highlight key destinations, such as the Oxnard Transit Center, City Hall, and Plaza Park.
- Add distance markers along 5th Street to show proximity to Downtown Oxnard. Providing the number of minutes to get to a destination on foot can help reduce the perceived distance of travel and encourage more people to walk.
- Add pedestrian-scale lighting along 5th Street towards Downtown Oxnard.
- Transition streets in Downtown Oxnard, such as B Street near Plaza Park, into a "woonerf," or living/shared street, to slow vehicle speeds and encourage walking and biking*.

*See pages 156 - 157 for implementation considerations.

Example of downtown wayfinding in Hattiesburg, Missouri

Existing pedestrian lighting in Downtown Oxnard at 5th Street & B Street

PLACEMAKING

5th Street and Del Norte Boulevard

PLACEMAKING OPPORTUNITY

Develop a program to engage community members and organizations to incorporate public art with streetscape elements to reflect the surrounding area

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- The Oxnard Downtown Management District piloted a public art project, "Project: Box Art," where artists painted traffic signal control cabinets (utility boxes) in Downtown Oxnard (Advisory Committee).
- The Oxnard Cultural Arts Division and Ventura County Arts Council has partnered with community organizations and the City to add murals in and on community facilities, such as parks and the City Council building (Advisory Committee).

Example of artful bus shelter with student art in Milwaukee, Wisconsin

POTENTIAL OPTIONS

- In partnership with GCTD, host citywide bus shelter art programs to add community-based art and design at transit stops. Potential partners include VCTC Transit, the Oxnard Cultural Arts Division, Oxnard Performing Arts Center, and Ventura County Arts Council.
- Build on "Project: Box Art" to expand artful utility boxes citywide, with a focus on commercial destinations.
- Install artful, creative crosswalks to visually prioritize pedestrians in Downtown Oxnard. These have been shown to improve safety at intersections while also bringing vibrancy and color into the built environment*.

*See pages 156 - 157 for implementation considerations.

GREENING

GREENING OPPORTUNITY

Expand shade coverage

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- "Add Shade" is one of the top priorities for community members (Pop Up Events).
- There is existing placemaking and greening in Downtown Oxnard, but some tree wells are missing trees (Walk Audit).
- In the future, Southern California is expected to see more high-heat days that can make it uncomfortable for people to walk, bike, or ride transit unless additional shade is provided. Given the timeline for trees to grow a full shade canopy, planting trees today will help cool the environment long into the future.

Existing tree wells (in between light poles on right side of image) along 5th Street near Meta Street in Downtown Oxnard

POTENTIAL OPTIONS

- Add trees to existing tree wells that are missing trees.
- Prioritize adding regularly spaced shade trees to provide shade and cooling along 5th Street and Del Norte Boulevard*.

*See pages 156 - 157 for implementation considerations.

GREENING

5th Street and Del Norte Boulevard

GREENING OPPORTUNITY

Increase water retention infrastructure to reduce flooding and support native landscaping

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- "Add Green Spaces" is one of the top priorities for community members (Pop Up Events).
- In the future, Southern California is expected to experience more high heat days. Incorporating infrastructure that increases permeability of the ground and minimizes pavement can help manage stormwater and reduce the "urban heat island effect" created by excess pavement that absorbs and holds heat during hot days.

POTENTIAL OPTIONS

- Add low-level landscaping in median islands and parkways.
- Where space permits, incorporate low-level landscaping into bulbouts, with roadway drainage inlets as needed, to increase opportunities for water absorption.

Existing median with landscaping at 5th Street & C Street

Project Options:

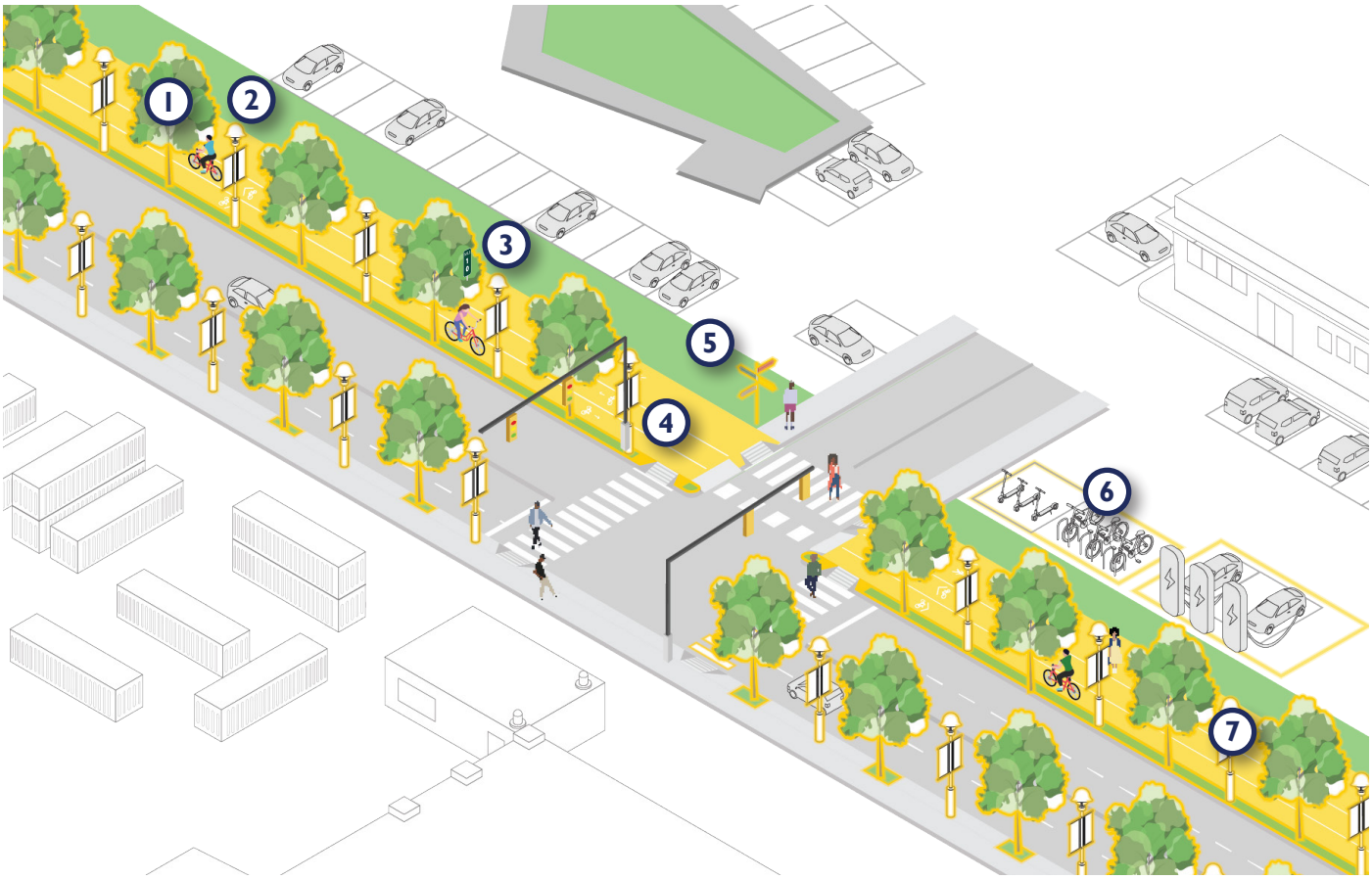
5th Street and Del Norte Boulevard

5th Street connects Downtown Oxnard to industrial and agricultural employment opportunities and to the surrounding region. Options to repurpose the wide existing right-of-way for a safer walking and biking experience include:

- A multi-use path that is separated from vehicular traffic.
- New shade trees and low-level drought tolerant landscaping to buffer traffic noise and provide shade and stormwater absorption.
- Upgraded bus stops that include wifi, seating, and lighting to create a comfortable transit experience.
- Mobility hubs at Oxnard Transit Center and/or employment clusters to provide more job access.

The diagram below illustrates a typical segment of 5th Street and Del Norte Boulevard with potential options highlighted in yellow and described in the numbered legend.

1. New shade trees
2. Pedestrian-scaled lighting with light pole banners
3. Distance markers
4. Mixed-use path
5. Wayfinding signage
6. Mobility hub
7. Missing sidewalk infill



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

Diaz Av

Gisler Avenue

Channel Islands Boulevard to California Street/Date Street

Roadway Characteristics

LENGTH OF CORRIDOR

1

MILE LONG

NUMBER OF LANES

2

POSTED SPEED LIMIT

SPEED LIMIT 25

AADT ESTIMATE (2019)

6,000

Collision Summary (2016-2020)

ALL **INJURY COLLISIONS:**

40

INVOLVING SOMEONE BIKING:

2

INVOLVING SOMEONE WALKING:

5

Transit Routes Along the Corridor

TRANSIT ROUTES:

0

Land Use

within a Quarter Mile of Corridor

POPULATION (= 100)

5,900

JOBS (= 100)

600

COMMUNITY FACILITIES

0

PARKS

1

SCHOOLS

3

DISADVANTAGED COMMUNITIES: YES

- SB 535
- AB 1550
- Justice 40

Corridor Vision

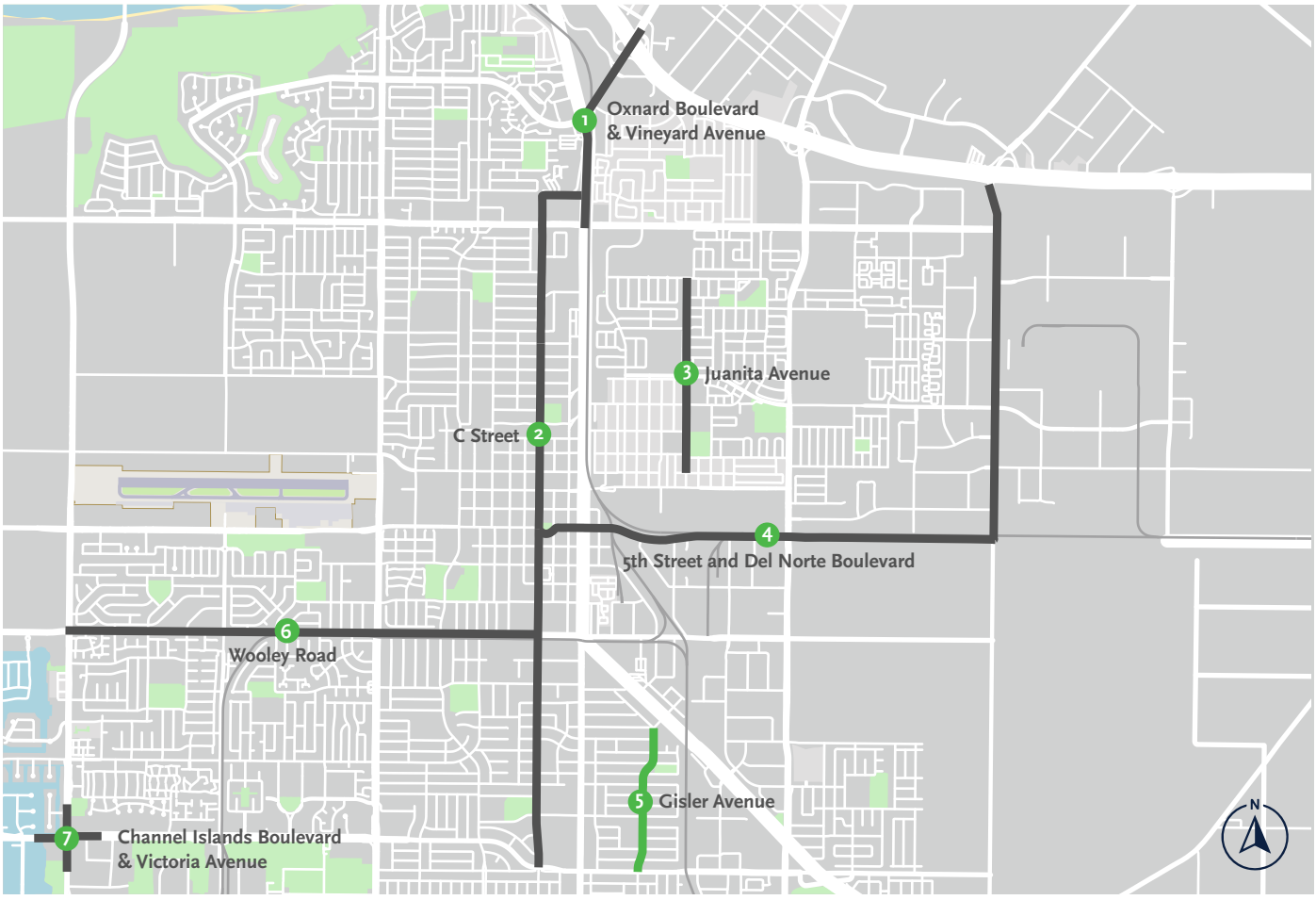
- Provide safe routes to schools for students walking and biking
- Serve as a key north/south neighborhood connection for all modes of travel, especially walking and biking
- Prioritize neighborhood travel and discourage cut-through traffic

LAND USE & MOBILITY CATEGORIES

- Safe Routes to School
- Slow Streets
- Residential Wide Right of Way

CORRIDOR CO-BENEFITS

- Increase opportunities for active travel
- Improve roadway safety
- Increase green space



Gisler Avenue Toolkit

The Cal-Gisler neighborhood is similar to many residential neighborhoods in Oxnard: dense houses with compact parcel sizes and alleys providing access to the back of lots. The neighborhood is bordered by the railroad and industrial uses to the east, limiting access for people on foot and on bike where there are barriers.

Gisler Avenue is a primary north/south corridor and many people walk, bike, and drive along this street. Oxnard Boulevard and Saviers Road are major arterials that border the Cal-Gisler neighborhood, and Gisler Avenue is often used as a cut-through for drivers looking to avoid congestion on these roadways. As a result, speeding and volume of traffic is a concern for residents who are walking and biking in the neighborhood, especially for students traveling to and from school.

Slow Street elements can make Gisler Avenue a more comfortable and safe place for people who walk and bike while still allowing for local access for drivers.

Greening can provide cooling, stormwater retention, and air quality benefits given this area's proximity to rail activity and industrial uses to the east.

Cyclists were observed biking on the sidewalk along Gisler Avenue

MOBILITY OPPORTUNITY

Prioritize people walking and biking for safe routes to school and general neighborhood travel

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- Speeding and volume of traffic is a concern in the Cal-Gisler neighborhood as people driving have limited opportunities to connect to major roads, and often use Gisler Avenue as a cut-through between Oxnard Boulevard and Channel Islands Boulevard (Demonstration Project).
- The City of Oxnard is installing bike lanes on Cloyne Street, which is the continuation of Gisler Avenue south of Channel Islands Boulevard (Advisory Committee).
- The schools located along Gisler Avenue are part of the City's Safe Routes to School project (Advisory Committee).

High pedestrian activity was observed at the California Street & Date Street intersection

POTENTIAL OPTIONS

- Add pedestrian-scale lighting.
- Improve crossings by installing bulbouts or tightening curb radii, which can straighten crosswalks.
- Near schools, stripe crosswalks on minor streets to encourage students to cross at designated locations.
- Provide additional crossing opportunities with marked crosswalks where there are large gaps between existing crosswalks, particularly around commercial uses, schools, and parks.
- Upgrade crosswalks to high-visibility striping (note, this already happens when streets are resurfaced).
- Widen sidewalks to support pedestrian activity, especially for people pushing a stroller or using a mobility device like a wheelchair, and around neighborhood retail (e.g. 4 Way Meat Market).

MOBILITY OPPORTUNITY
Prioritize neighborhood travel by limiting cut-through traffic

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- Gisler Avenue is used as an alternative route to Saviers Road since the intersections of Oxnard Boulevard & Date Street and Gisler Avenue & Channel Islands Boulevard are signalized and facilitate turning movements (Walk Audit).

POTENTIAL OPTIONS

- Slow vehicles down and increase bicyclist and pedestrian visibility with:
  - » Bullboats
  - » Converting minor street stop-controlled intersections to all-way stop-controlled intersections*.
  - » Neighborhood traffic circles
  - » Raised intersections
  - » Rectangular Rapid Flashing Beacons
  - » Red curb
  - » Speed humps

*See pages 156 - 157 for implementation considerations.

Existing flashing beacon at Gisler Avenue & Fir Avenue

PLACEMAKING

Gisler Avenue

PLACEMAKING OPPORTUNITY

Develop a program to engage community members and organizations to incorporate public art with streetscape elements to reflect the surrounding area.

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The Oxnard Downtown Management District piloted a public art project, "Project: Box Art," where artists painted traffic signal control cabinets (utility boxes) in Downtown Oxnard (Advisory Committee).
- The Oxnard Cultural Arts Division and Ventura County Arts Council have partnered with community organizations and the City to add murals in and on community facilities, such as parks and the City Council building (Advisory Committee).
- Pedestrian lighting, trash cans, and greening were top roadway amenities identified by community members (Demonstration Project).

POTENTIAL OPTIONS

- Add trash cans around schools and parks. Students and community members could help design the exterior of trash cans to add community-based art.
- Add wayfinding signage to highlight key destinations such as parks and nearby commercial plazas.
- Install artful, creative crosswalks to enhance the visibility of people walking around schools and parks*. These have been shown to improve safety at intersections while also bringing vibrancy and color into the built environment.

*See pages 156 - 157 for implementation considerations

Example of artful trash cans decorated for Earth Day in El Paso, Texas

Example of a student participating in an artful crosswalk in Tampa, Florida

GREENING

GREENING OPPORTUNITY

Expand shade coverage

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- Add Shade" is one of the top priorities for community members (Pop Up Events).
- There are a limited number of trees along Gisler Avenue (Walk Audit).
- In the future, Southern California is expected to see more high-heat days that can make it uncomfortable for people to walk, bike, or ride transit unless additional shade is provided. Given the timeline for trees to grow a full shade canopy, planting trees today will help cool the environment long into the future (STP Framework Report).

Many segments of Gisler Avenue lack shade coverage

POTENTIAL OPTIONS

- Expand existing shade tree coverage by filling in shade tree gaps*.
- In areas with limited sidewalk width, shade trees and low-level landscaping can be added with regularly-spaced planters in the parking aisle.

*See pages 156 - 157 for implementation considerations.

GREENING

Gisler Avenue

GREENING OPPORTUNITY

Increase water retention infrastructure to reduce flooding and support native landscaping

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Green Spaces" is one of the top priorities for community members (Pop Up Events).
- In the future, Southern California is expected to experience more high heat days. Incorporating infrastructure that increases permeability of the ground and minimizes pavement can help manage stormwater and reduce the "urban heat island effect" created by excess pavement that absorbs and holds heat during hot days (STP Framework Report).

POTENTIAL OPTIONS

- Where space permits, incorporate low-level landscaping into bulbouts with drainage inlets to increase opportunities for water absorption.
- Plant and maintain landscaping on parkways.

Adding bulbouts at intersections near schools, such as Laurel Street & Gisler Avenue, would shorten pedestrian crossing distances, increasing pedestrian visibility, and potentially provide space for low-level landscaping

Project Options:

Gisler Avenue

Gisler Avenue is a residential corridor with a narrow right-of-way that serves as a key corridor for neighborhood travel and safe routes to schools and parks. Options to slow vehicle speeds and prioritize multimodal travel include:

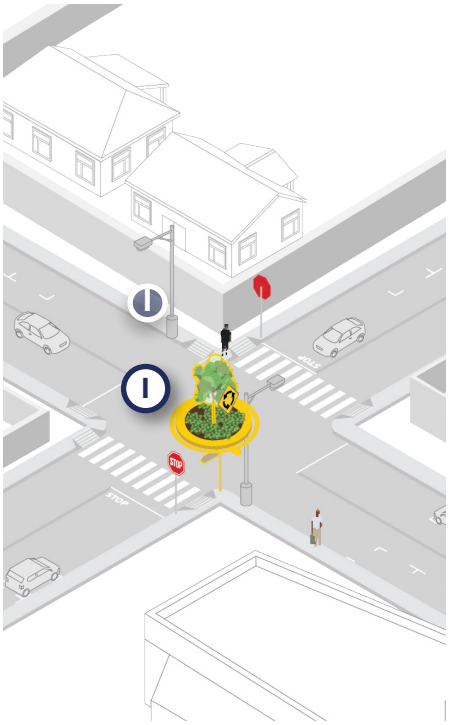
- Landscaped curb extensions at intersections improve visibility, slow vehicle turning speeds, and increase stormwater absorption.
- New mid-block crosswalks (where warranted) and traffic calming features, especially near schools and parks.
- Addition of art in crosswalks and other public infrastructure to beautify public spaces and reflect the community*.

The diagrams below illustrates typical intersections and segments along Gisler Avenue with potential options highlighted in yellow and described in the numbered legend.

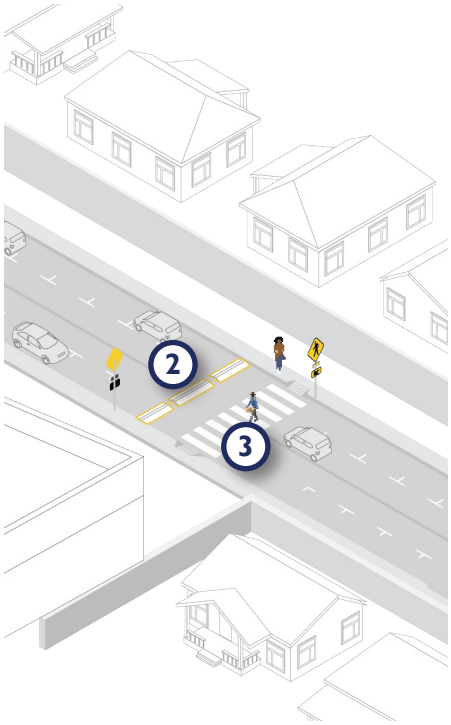
1. Neighborhood roundabout
2. Speed humps
3. Mid-block crossing
4. Artistic intersection*

*See pages 156 - 157 for implementation considerations.

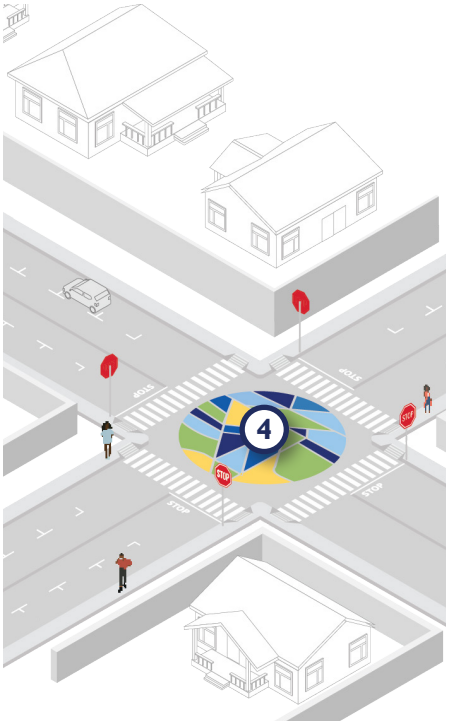
NEIGHBORHOOD ROUNDABOUT



TRAFFIC CALMING



ARTFUL COMMUNITY



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

Gisler Avenue

Wooley Road

Victoria Avenue to C Street

Roadway Characteristics

LENGTH OF CORRIDOR

2

MILES LONG

NUMBER OF LANES

4

POSTED SPEED LIMIT

SPEED LIMIT 40 — VENTURA ROAD TO C STREET

SPEED LIMIT 45 — VICTORIA AVENUE TO VENTURA ROAD

ADT ESTIMATE (2022)

14,000–22,000

Collision Summary (2016-2020)

ALL INJURY COLLISIONS:

199

INVOLVING SOMEONE BIKING:

13

INVOLVING SOMEONE WALKING:

12

Transit Routes Along the Corridor

TRANSIT ROUTES:

2

Land Use

within a Quarter Mile of Corridor

POPULATION (= 100)

16,000

JOBS (= 100)

2,700

COMMUNITY FACILITIES

1

PARKS

6

SCHOOLS

4

DISADVANTAGED COMMUNITIES: YES

SB 535

- AB 1550
- Justice 40

Corridor Vision

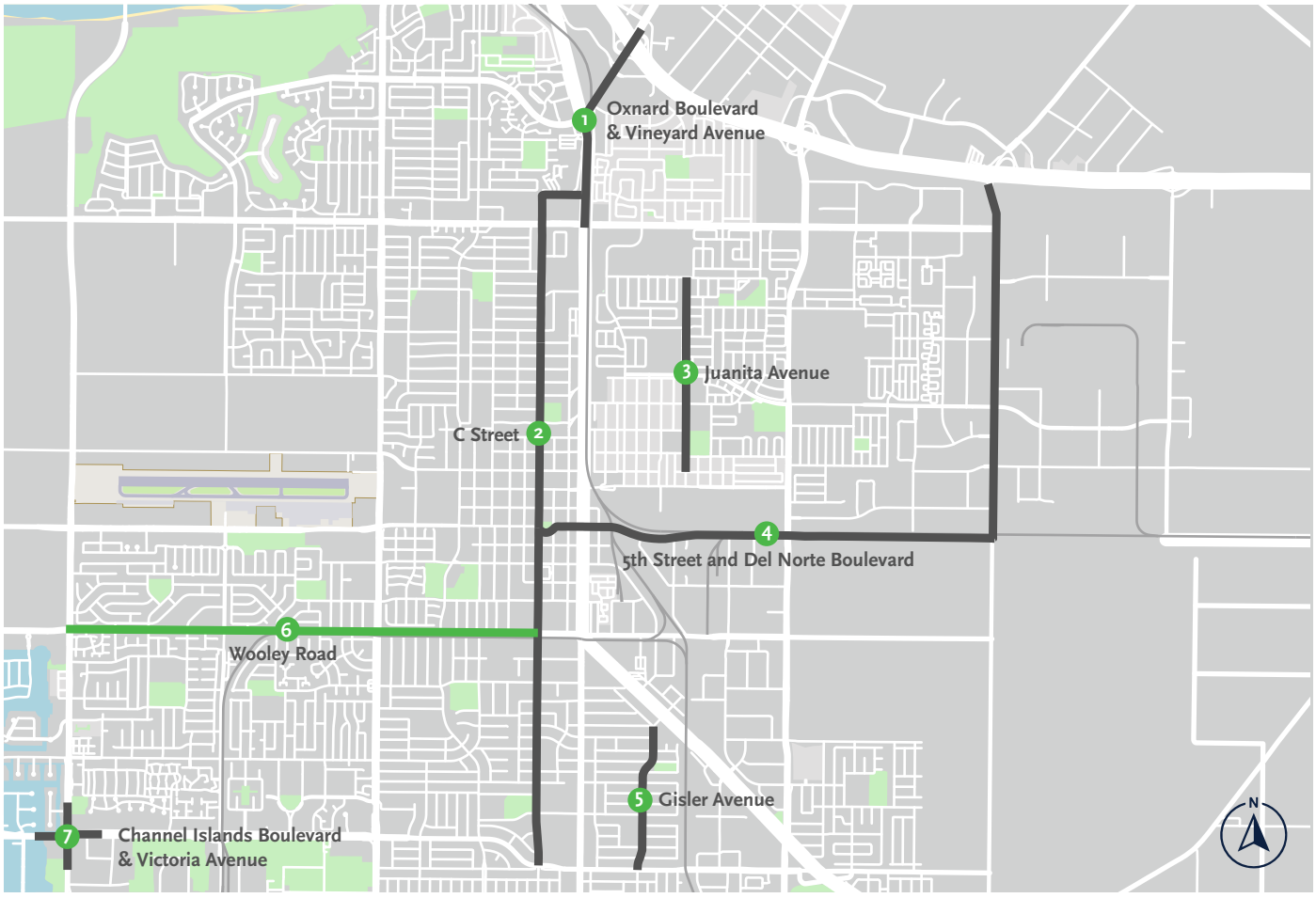
- Enhance safety for people walking and biking, especially around railroad crossings
- Improve access across Wooley Road given limited connection opportunities due to railroad

LAND USE & MOBILITY CATEGORIES

- First/Last Mile to Transit
- Residential Access Barriers
- Safe Routes to School
- Safety Opportunity Corridor or Intersection

CORRIDOR CO-BENEFITS

- Increase opportunities for active travel
- Improve roadway safety
- Increase green space



Wooley Road Toolkit

Wooley Road serves as an important east/west connection across the City of Oxnard. In addition to serving vehicles, pedestrians, bicyclists, and buses, it is a regional freight corridor with a rail facility in the middle of the road connecting the Port of Hueneme to Downtown Oxnard and the broader region. The neighborhoods along Wooley Road are primarily residential and people who walk, bike and ride transit must navigate both the railroad and Wooley Road's high volume of fast vehicles. Pedestrian crossings are spaced far apart, creating a barrier for those who want to access nearby destinations north or south of Wooley Road

- *Enhancing pedestrian and bicycle safety* improves the connectivity of neighborhoods along Wooley Road and provides residents more sustainable options to travel around the City.
- *Increasing shade and water absorption features* provides cooling and air quality benefits for residents, as well as stormwater management benefits to limit the impacts of flooding events. This is especially important along Wooley Road, which is an important evacuation route from the coast.

The vision for Wooley Road is to enable it to continue to provide key city and regional connections, while also improving the conditions for those who travel locally, especially using sustainable and active modes. Improving the pedestrian and bicycle conditions will help those who already use sustainable modes, and encourage more people to do so.

Many existing pedestrian crossings along Wooley Road are not fully accessible for all

The existing parkway along much of Wooley Road has space readily available to plant shade trees and landscaping

MOBILITY OPPORTUNITY
Enhance and fill gaps in the bike lane network

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- The City has a planned project to add a buffer to the existing bike lane as part of resurfacing (Advisory Committee).
- Many people were observed biking on the sidewalk next to the existing bike lane, indicating that the existing bike lane does not feel comfortable enough given the high-speed, high-volume context (Walk Audit)

POTENTIAL OPTIONS

- Add green conflict striping for bike lanes at major intersections and driveways.
- Assess the feasibility of removing the third lane on westbound Wooley Road between E Street and the Five Points intersection (Wooley Road & Saviers Road & Oxnard Boulevard) to repurpose space for a bike lane and/or wider sidewalks.
- Continue bike lanes on Wooley Road along the neighborhood commercial corridor from I Street to H Street:
  - » Bike lane could be striped along the curb to create parking-protected bike lane.
  - » Angled parking could be converted to back-in angled parking with conflict markings for bikes*.
- Increase visibility for bicycles while crossing large intersections with bike boxes and/or two stage left turn boxes.
- The existing bike lane could be separated from the vehicle travel lanes by a striped buffer or physical elements, such as bollards, concrete/landscaped barrier, or a relocated parking lane, based on roadway width and context.

*See pages 156 - 157 for implementation considerations

The existing bike lanes on Wooley Road turn into a Bike Route along the commercial corridor from I Street to H Street, which generates high bike, pedestrian, and micromobility activity

MOBILITY OPPORTUNITY
Expand and enhance pedestrian amenities and crossing opportunities

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- Many people walk around the residential neighborhoods (Walk Audit).
- Seaview Estates and Via Marina were identified as neighborhoods with residential access barriers due to limited crossing opportunities along Wooley Road (Pop Up Events).

POTENTIAL OPTIONS

- Add pedestrian refuge islands, RRFBs, and/or pedestrian signals for marked crosswalks with long crossing distances given the volume and speed of vehicles along Wooley Road.
- Coordinate with railroads to improve pedestrian safety and accessibility at railroad crossings*.
- Fill in sidewalk gaps, such as the segment along Wooley Road east of Patterson Road, and widen sidewalks throughout entire corridor*.
- Identify additional pedestrian crossing opportunities along Wooley Road wherever possible given the presence of the railroad. At some locations along the corridor, marked crosswalks are nearly 4,000 feet from one another, providing very few opportunities to cross safely.
- Improve crossings by installing bulbouts or tightening curb radii, which can straighten crosswalks, shorten crossing distances, improve visibility, slow down turning vehicles, and provide more space for people waiting at corners.
- Shift the lane drop (from 3 to 2 lanes) that occurs along westbound Wooley Road between E Street and C Street to occur east of C Street to reduce potential vehicle/pedestrian conflicts at the existing flashing beacon at Wooley Road & E Street.
- Upgrade crosswalks to high-visibility striping during resurfacing (note, this already happens when streets are resurfaced).
- Upgrade the existing flashing beacon at Wooley Road & E Street to a pedestrian signal given the existing number of lanes, posted speed limit, and vehicle volumes.
- Use the City's forthcoming Leading Pedestrian Interval (LPIs) guidelines to install LPIs at signalized crossings along Wooley Road.

*See pages 156 - 157 for implementation considerations

Most sidewalks along Wooley Road could comfortably fit one person in width

Bulbouts can provide more space for people waiting to cross the intersection

MOBILITY OPPORTUNITY

Improve comfort and safety for people waiting to ride the bus

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- Bus stops along Wooley Road generally have limited amenities, with only a sign post, bench, and/or trash can and limited shade (Walk Audit).
- Several bus stops along Wooley Road are flagged in the GCTD Bus Stop Improvement Plan to add lighting and additional space for ADA-accessible boarding/alighting (Advisory Committee).

POTENTIAL OPTIONS

- Upgrade bus stops with shelters, shade structures (e.g. trees or other physical structures), real-time arrival information, lighting, benches, trash cans, and bike racks.

Existing bus stop along Wooley Road with a bus stop sign and shade provided by a tree

PLACEMAKING

PLACEMAKING OPPORTUNITY

Create a sense of place for each of the neighborhoods along Wooley Road and strengthen connections to key destinations, such as the coast/beaches and Downtown Oxnard

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- Wooley Road provides east/west connections through Oxnard and is also a key evacuation route (Advisory Committee).
- The majority of residential neighborhoods are separated from Wooley Road with a brick wall, and limited entry/exit points from the neighborhood for both vehicles and pedestrians (Walk Audit).

POTENTIAL OPTIONS

- Add wayfinding signage throughout the area to highlight key destination and provide evacuation guidance.
- Add landscaping to bulbouts and/or center medians to create entryways into neighborhoods.

Example of evacuation signage on Patterson Road & 5th Street

GREENING

GREENING OPPORTUNITY

Expand shade coverage

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Shade" is one of the top priorities for community members (Pop Up Events).
- Shade tree coverage along Wooley Road ends east of Novato Drive (Walk Audit).
- The parkway along Wooley Road had limited landscaping (e.g. bushes and trees) but generally had existing dirt patches, indicating opportunities for new landscaping (Walk Audit).

POTENTIAL OPTIONS

- Prioritize adding regularly spaced shade trees to provide shade and cooling*.
- Tree coverage is not consistent along Wooley Road. Segments with shade tree coverage felt significantly different from segments with limited shade tree coverage.

*See pages 156 - 157 for implementation considerations.

Tree coverage is not consistent along Wooley Road. Segments with shade tree coverage (top photo) felt significantly different from segments with limited shade tree coverage (bottom photo)

GREENING

GREENING OPPORTUNITY

Increase water retention infrastructure to reduce flooding and support native landscaping

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Green Spaces" is one of the top priorities for community members (Pop Up Events).

POTENTIAL OPTIONS

- Add low-level landscaping in median islands and parkways.
- Coordinate with commercial plaza owners to support the addition of more landscaping and permeable pavement into parking lots near Wooley Road from C Street to Saviers Road*.
- Partner with Ventura County to assess the feasibility of building a linear park and/or multi-use path on the existing flood channel along Ventura Road.
- Where space permits, incorporate low-level landscaping into bulbouts with drainage inlets to increase opportunities for water absorption.

*See pages 156 - 157 for implementation considerations.

Existing flood channel along Wooley Road

J Street

Project Options:

Wooley Road

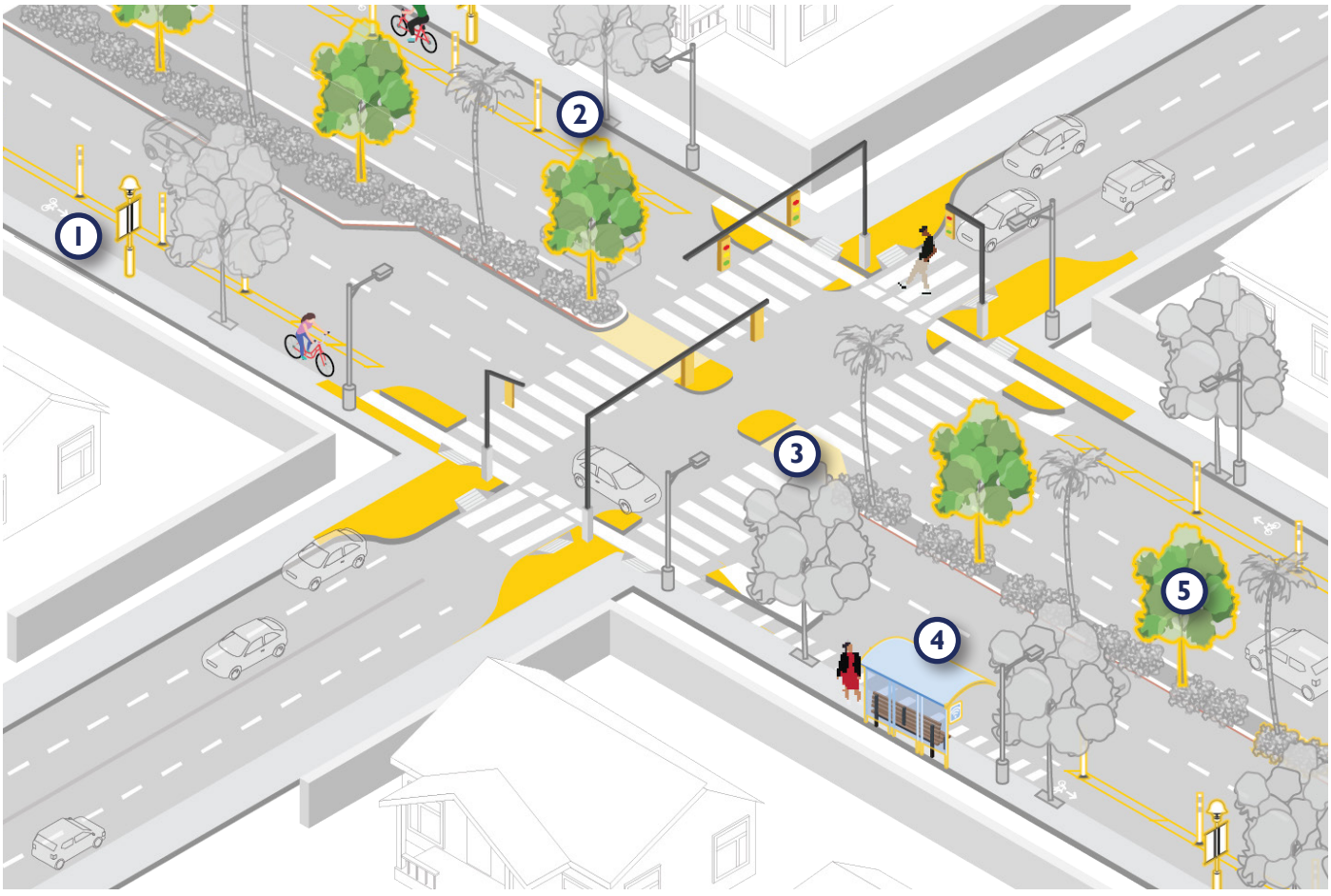
No Railroad in Median

From Victoria Avenue to Novato Drive, Wooley Road has a wide median primarily planted with palm trees. The wide travel lanes could be narrowed to accommodate protected bike facilities and sidewalk improvements. Some options include:

- Refuge islands that provide pedestrians additional protection while crossing the intersection.
- Bicycle facilities that provide protection from vehicular traffic.
- Infill of shade trees and addition of low-level drought tolerant landscaping to provide shade and stormwater absorption.
- Bus stops that include WiFi, seating, and lighting to create a comfortable transit experience.

The diagram below illustrates a typical segment of Wooley Road without a railroad in the median with potential options highlighted in yellow and described in the numbered legend.

1. Pedestrian-scaled lighting with light pole banners
2. Protected bike lane
3. Crosswalk with intersection protection
4. Upgraded bus stops with smart shelters
5. New shade trees



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

Project Options:

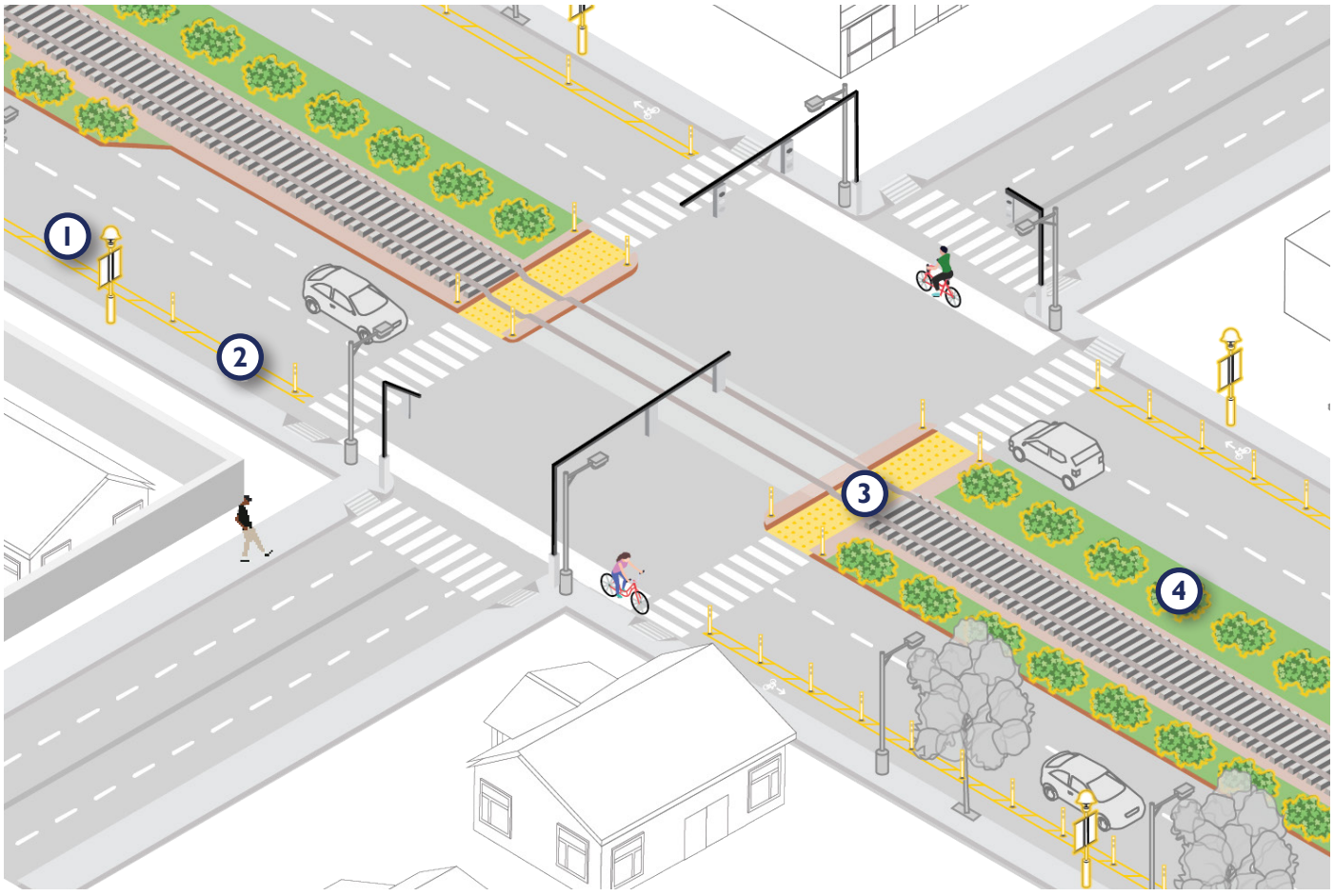
Wooley Road
Railroad in Median

From Novato Drive to Saviers Road/Oxnard Boulevard, Wooley Road has a railroad running along the middle of the wide median with landscaping and shrubs. The railroad limits the number of crossing opportunities, particularly for pedestrians. In addition to the options for Wooley Road with a railroad in the median, additional options include:

- Protected crossings at the railroad for pedestrians.
- Addition of low-level drought tolerant landscaping on both sides of the railroad right-of-way.

The diagram below illustrates a typical segment of Wooley Road with a railroad in the median with potential options highlighted in yellow and described in the numbered legend.

1. Pedestrian-scaled lighting with light pole banners
2. Protected bike lane
3. ADA-accessible railroad crossing
4. Drought tolerant landscaping



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

Channel Islands Boulevard & Victoria Avenue

Roadway Characteristics

LENGTH OF CORRIDOR

0.25

MILE LONG

NUMBER OF LANES

4

POSTED SPEED LIMIT

SPEED LIMIT 45 — CHANNEL ISLANDS BLVD

SPEED LIMIT 50 — VICTORIA AVENUE

ADT ESTIMATE (2022)

21,000

CHANNEL ISLANDS BLVD

33,000

VICTORIA AVENUE

Collision Summary (2016-2020)

ALL INJURY COLLISIONS:

37

INVOLVING SOMEONE BIKING:

3

INVOLVING SOMEONE WALKING:

0

Transit Routes Along the Corridor

TRANSIT ROUTES:

1

Land Use

within a Quarter Mile of Corridor

POPULATION (= 100)

1,200

JOBS (= 100)

1,000

COMMUNITY FACILITIES

0

PARKS

0

SCHOOLS

0

DISADVANTAGED COMMUNITIES: YES

SB 535

- ✓ AB 1550
- ✓ Justice 40

Corridor Vision

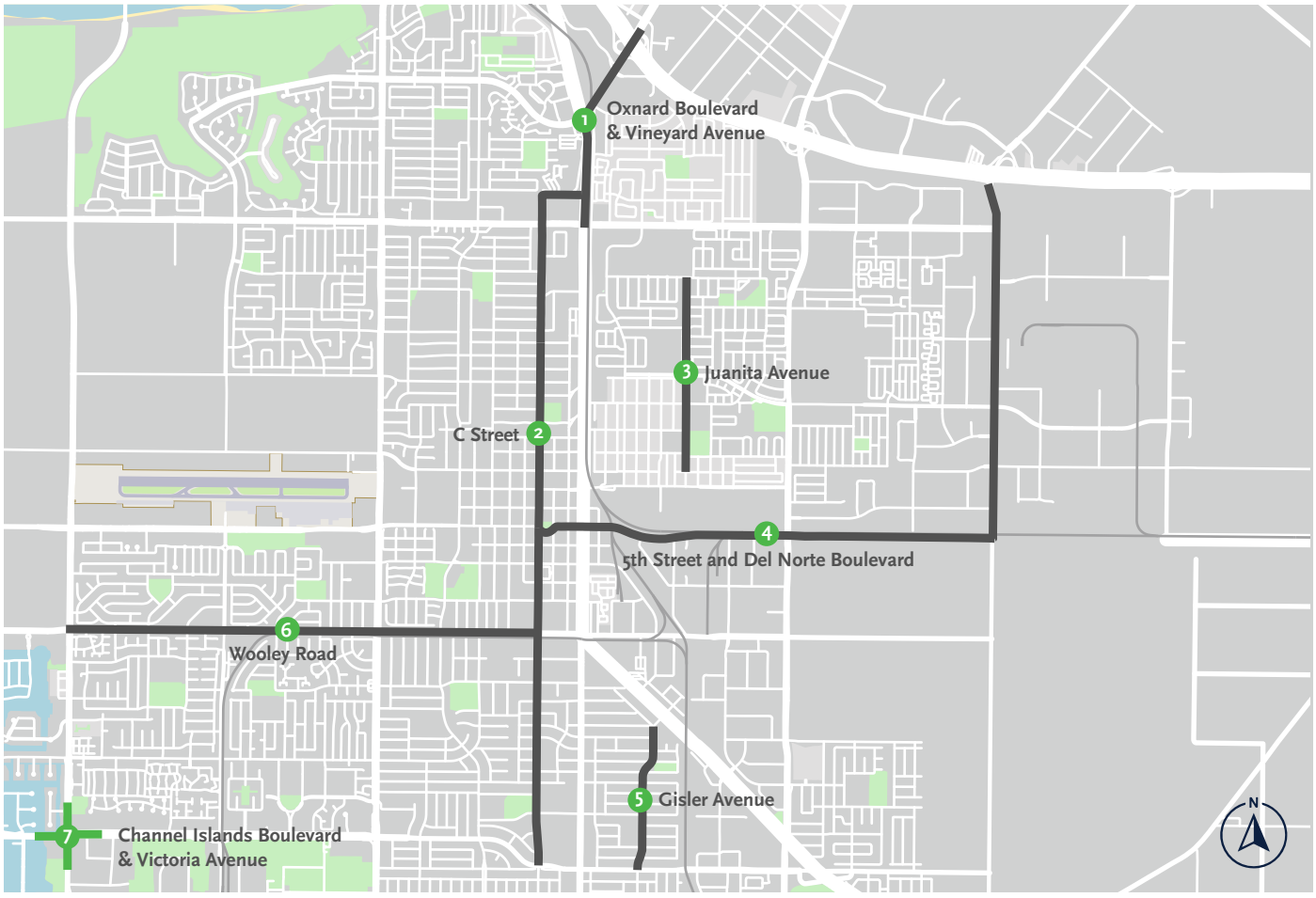
- Improve access to the beach for residents, employees, and visitors who rely on walking, biking, and riding transit as their main forms of transportation
- Incorporate wayfinding to connect people to destinations around the beach and to other parts of Oxnard, such as Downtown Oxnard and Oxnard College

LAND USE & MOBILITY CATEGORIES

- Access to Recreation
- First/Last Mile to Transit
- Major Commercial District
- Micromobility Hub
- Safety Opportunity Corridor or Intersection

CORRIDOR CO-BENEFITS

- Increase opportunities for active travel
- Improve roadway safety
- Increase access to jobs
- Increase green space



Channel Islands Boulevard & Victoria Avenue Toolkit

The Channel Islands Boulevard & Victoria Avenue intersection is a key entryway to the Channel Islands Harbor and beaches, which provide recreational and employment opportunities. These destinations are difficult to access without a car since the closest transit stops are still about a mile from the beach and lack comfortable and continuous bicycle facilities and sidewalks. Improvements to this intersection will help provide equal access to these key recreational opportunities for all Oxnard residents regardless of vehicle ownership or mode choice.

Enhancing pedestrian and bicycle safety makes major commercial destinations and recreational opportunities accessible to more people and improves the connectivity of neighborhoods around Victoria Avenue and Channel Islands Boulevard

First/Last Mile improvements refer to the first and last part of someone's trip from point A to point B, where the "middle" part is a bus ride. These improvements provide safe and comfortable access to transit, better serving existing and new bus riders, and providing connection to final destinations near the beach and harbor facilities.

Channel Islands Boulevard and Victoria Avenue will continue to serve as key regional connections for vehicles and can also provide better recreational access for people walking and biking. Improvements can also better identify this intersection as a gateway into the City. Strengthening north/south connections along Victoria Avenue and east/west connections along Channel Islands Boulevard will expand the number of employment and recreational opportunities that residents can access using more sustainable modes, especially riding transit, walking, and biking.

Many people on bikes choose to ride on the sidewalk along Channel Islands Boulevard and Victoria Avenue

The closest bus stop (on Channel Islands Boulevard, east of Victoria Avenue) is approximately one mile from the beach

MOBILITY OPPORTUNITY
Enhance bicycle and pedestrian infrastructure to accommodate existing activity

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- The needs of people who currently walk and bike should be met before expanding to newer transportation modes, such as electric vehicles and micromobility (Focus Group).
- Many bicyclists ride on the sidewalk instead of the existing bike lanes, and the project team noted that bike facilities were not continuous through the intersection (Walk Audit).
- People with mobility needs, such as wheelchairs or strollers, have difficulty navigating narrow sidewalks that are blocked by signal poles or other signage (Walk Audit and Focus Group).
- The Ventura County Regional Bikeway Wayfinding Plan includes regional bike routes along Channel Islands Boulevard and Victoria Avenue (Advisory Committee).

POTENTIAL OPTIONS

- Implement a protected intersection with bulbouts, high-visibility crosswalks, and green conflict striping. Protected intersections provide a high degree of comfort and separation for bicyclists and pedestrians but require a large intersection footprint. This location is an excellent candidate for a protected intersection treatment.
- Along the corridors leading up to the intersection, add green conflict striping for bike lanes at driveways and major intersections.
- As an alternative to the protected intersection treatment, install bike boxes and two stage left turn boxes.
- Improve crossings by installing bulbouts or tightening curb radii, which can straighten crosswalks, shorten crossing distances, improve visibility, slow down turning vehicles, and provide more space for people waiting at corners.
- Upgrade crosswalks to high-visibility striping (note, this already happens when streets are resurfaced).
- Widen sidewalks to accommodate pedestrian activity and improve accessibility for people with strollers or using mobility devices*.

*See pages 156 - 157 for implementation considerations

People with additional mobility needs, such as a stroller, had difficulty navigating the corner of the Channel Islands Boulevard & Victoria Avenue intersection.

Example of a protected intersection in Chicago, Illinois

Example of a two stage left turn bike box in San Francisco, CA

MOBILITY

MOBILITY OPPORTUNITY

Provide more non-auto options to travel to and from Channel Islands Harbor and beaches

EXISTING CONDITIONS AND COMMUNITY INPUT
(SOURCE OF FEEDBACK)

- Many residents in the central neighborhoods of Oxnard have rarely visited the beach, potentially because it is difficult to do without a car (Focus Group).
- The Gold Coast Transit District Short-Range Transit Plan had "Harbor & Beach" routes but these routes were discontinued due to low ridership (Advisory Committee).
- The parking lot near the GCTD stop on Channel Islands Boulevard had many open spaces on a weekend afternoon, which could be an opportunity to repurpose extra parking space (Walk Audit).
- The "last mile" between the transit stop at Victoria Avenue and the beach could be walkable if the sidewalk were continuous and comfortable (Walk Audit).

POTENTIAL OPTIONS

- A partnership between The Channel Islands Harbor, City of Oxnard, GCTD, and/or property owner(s) could manage a local circulator to connect people between transit stops, mobility hub(s), beaches, and commercial plazas.
- Expand the existing bike lane on Channel Islands Boulevard into a "slow lane," for neighborhood electric vehicles (NEV), e-bikes, bicycles, and potential future local circulator.
- Expand sidewalks and install wayfinding and landscaping to provide a pleasant and comfortable path of travel to the beach, reducing the perceived distance of the "last mile."
- In partnership with GCTD, coordinate with plaza owner(s) to implement a mobility hub, which could include bikeshare, carshare, scootershare, secure bike parking, wayfinding, and/or electric vehicle charging stations.
- Upgrade bus stops with shelters, shade structures (e.g. trees or other physical structures), real-time arrival information, lighting, benches, trash cans, and bike racks.

Example of a local circulator in Long Beach, California

Example of a designated space for scooter share in Culver City, California

PLACEMAKING

PLACEMAKING OPPORTUNITY

Build on the existing signage around Channel Islands Harbor to designate the area as a gateway into Oxnard and the beaches

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The Channel Islands Boulevard & Victoria Avenue intersection is a key regional connection point (Advisory Committee).
- Channel Islands Harbor is a top destination for many Oxnard residents (Pop Up Events).

POTENTIAL OPTIONS

- Add wayfinding signage to highlight key destinations and mobility options (e.g. mobility hubs and transit stops). Providing the number of minutes to get to a destination on foot can help reduce the perceived distance of travel and encourage more people to walk.

Existing wayfinding near Channel Islands Boulevard & Victoria Avenue

PLACEMAKING OPPORTUNITY

Develop a program to engage community members and organizations to incorporate public art with streetscape elements that reflects the surrounding area

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- The Oxnard Downtown Management District piloted a public art project, "Project: Box Art," where artists painted traffic signal control cabinets (utility boxes) in Downtown Oxnard (Advisory Committee).
- The Oxnard Cultural Arts Division and Ventura County Arts Council have partnered with community organizations and the City to add murals in and on community facilities, such as parks and the City Council building (Advisory Committee).

POTENTIAL OPTIONS

- In partnership with GCTD, host citywide bus shelter art programs to add community-based art and design at transit stops. Potential partners include VCTC Transit, the Oxnard Cultural Arts Division, Oxnard Performing Arts Center, and Ventura County Arts Council.
- Build on "Project: Box Art" to expand artful utility boxes citywide, with a focus on commercial destinations.
- Install artful, creative crosswalks to enhance the visibility of people walking around major shopping centers, the harbor, and beaches*.

*See pages 156 - 157 for implementation considerations.

Example of a beach-themed artful crosswalk in Lompoc, California
**Note: this artful crosswalk uses colors that may be less likely to be deemed in conflict with MUTCD*

GREENING

GREENING OPPORTUNITY

Expand shade coverage

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Shade" is one of the top priorities for community members (Pop Up Events).
- There are a limited number of trees that provide shade coverage along Channel Islands Boulevard and Victoria Avenue (Walk Audit).
- In the future, Southern California is expected to see more high-heat days that can make it uncomfortable for people to walk, bike, or ride transit unless additional shade is provided. Given the timeline for trees to grow a full shade canopy, planting trees today will help cool the environment long into the future (Framework Report).

Example of bridge shade structure in Jacksonville, Florida

POTENTIAL OPTIONS

- Prioritize adding regularly spaced shade trees to provide shade and cooling around transit stops and commercial destinations*.
- In areas with limited space to add trees, such as Channel Islands Boulevard over Channel Islands Harbor, incorporate shade structures.

*See pages 156 - 157 for implementation considerations.

GREENING

GREENING OPPORTUNITY

Increase water retention infrastructure to reduce flooding and support native landscaping

EXISTING CONDITIONS AND COMMUNITY INPUT (SOURCE OF FEEDBACK)

- "Add Green Spaces" is one of the top priorities for community members (Pop Up Events).
- Each commercial plaza has a large parking lot that is primarily asphalt (Walk Audit).
- In the future, Southern California is expected to experience more high heat days. Incorporating infrastructure that increases permeability of the ground and minimizes pavement can help manage stormwater and reduce the "urban heat island effect" created by excess pavement that absorbs and holds heat during hot days (Framework Report).

POTENTIAL OPTIONS

- Add low-level landscaping in median islands and parkways.
- Commercial plaza owners could add more landscaping and permeable pavement in the parking lots*.
- Where space permits, incorporate low-level landscaping into bulbouts with drainage inlets to increase opportunities for water absorption.
- Partner with Ventura County to assess the feasibility of building a linear park and/or multi-use path on the existing flood channel along Channel Islands Boulevard.

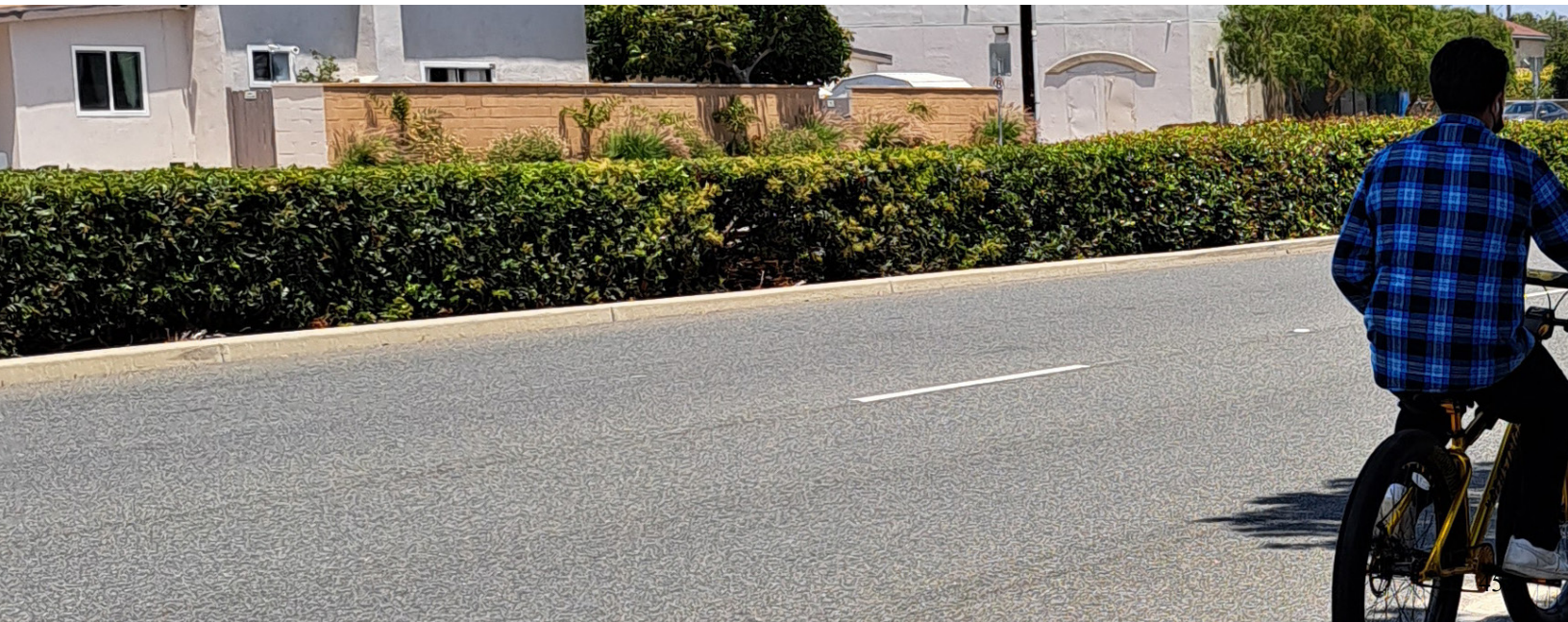
*See pages 156 - 157 for implementation considerations.

Existing landscaping in the commercial plaza next to Channel Islands Boulevard & Victoria Avenue intersection

Considerations for Implementation

Many project options are part of, or can be incorporated into, existing City programs and future projects. Some of the more major changes require additional coordination, outreach, and/or planning on a project-by-project basis. These considerations are noted here for the options with an asterisk(*).

- **Activating pedestrian-oriented spaces, such as Downtown Oxnard, with significant changes like a woonerf** would require public outreach and input to transition the street to a shared design. See Chapter 4 for additional information about woonerfs and Chapter 8 for additional discussion around phasing long-term projects.
- **Artful, creative crosswalks** have been implemented in various locations and well received by those communities, but before considering these designs, the City should fully consider legal implications and develop criteria and guidance to ensure the design and placement of artful crosswalks serve their primary purpose of providing a designated place for pedestrians to cross the street, while also incorporating art into the environment. Some applications of decorative crosswalks have been determined to be in conflict with the federal MUTCD. The Asphalt Art Safety Study assessed average crash rates before and after implementation of creative crosswalks and/or intersections, and found decreases in crash rates involving pedestrians, in the rate of crashes leading to injuires, and total crash rates. The study also includes behavior observations, which found decreases in conflicts between pedestrian and drivers and increases in drivers yielding to pedestrians with the right of way.
- **Artistic intersections** have been implemented in various locations and well received by those communities, but before considering these designs, the City should fully consider legal implications. In the FAQ for Chapter 3 of the Federal MUTCD, FHWA states that, as long as they are not within the marked crosswalks, "intersection murals and street artwork are not traffic control devices and the MUTCD most likely does not apply directly," but also states that these treatments "have potential to compromise motorist safety" and are not allowed under the "Rights-of-way" section of the Code of Federal Regulations (23 CFR § 1.23).



- **Back-in angled parking**, which helps improve visibility of cyclists, should be installed at a district-level, such as throughout Downtown Oxnard, to avoid confusion for people driving. As this design would be new to many people, public outreach and sufficient signage signage is would be critical items for implementation.
- **Creating a slow speeds corridor** with neighborhood traffic circles, bulbouts, and/or all-way stop-controlled intersections would require traffic studies, such as collecting traffic counts and warrants, to determine the appropriate intersection designs along a corridor; see Chapter 4 for additional information about each intersection design. In addition to traffic studies, public education and outreach to continue the conversation around slow speed corridors and traffic calming would benefit implementation.
- **Improving pedestrian safety and accessibility at railroad crossings** would require collaboration with railroads to identify stakeholders, develop design standards, and coordinate on right-of-way before conducting public outreach, developing projects and applying for funding. The City can apply for planning grants and set aside infrastructure funding to support these coordination efforts. See Chapter 8 for additional details on inter-agency coordination.
- **Landscaping and stormwater retention features in parking lots** could be achieved citywide by developing landscaping and stormwater management design guidelines for surface parking lots.
- **Shade tree selection** should consider planter size and maintenance need to avoid unintended consequences such as sidewalk uplift from roots.
- **Widening sidewalks** may require coordination with property owners to acquire sufficient right-of-way.

07

Chapter 07

Implementing the Vision and Next Steps

Chapter 7: Implementing the Vision and Next Steps

The City of Oxnard has several options to achieve the vision for the priority locations shown here, as well as other locations throughout the City. These will be informed by community input, engineering feasibility, funding, and inter-agency coordination.

This chapter describes the next steps for implementing the STP:

1. Phasing and Developing Projects
2. Funding
3. Evaluation

Phasing and Developing Projects

The options presented for each priority location have varying levels of effort and timelines depending on the coordination, outreach, and studies required for implementation. This section walks through key project outreach, analysis, and implementation considerations for each priority location, which will inform project development and funding timelines. The considerations are organized in the following categories:

Delivering the Vision		
Outreach	Coordination	Identifies the jurisdictions that may need to be involved in project development, funding, and/or implementation
	Stakeholders	Groups that could support project implementation and/or provide input
Analysis	Traffic Warrants	Analyses to determine appropriate location-specific strategies
	Environmental Studies	Analysis required by the California Environmental Quality Act (CEQA), and depending on federal funding sources, also required by the National Environmental Policy Act (NEPA)
	Operational Studies	Traffic studies to determine effects of potential location-specific strategies
	Right-of-Way Acquisition	Options that may require right-of-way acquisition or coordination
Implementation	Phasing	"Immediate" options, such as signing and striping, are not specifically called out as they are already part of ongoing City programs. Near-term options may require public outreach, inter-agency coordination, securing funding, and/or detailed design.
		Long-term options are anticipated to require extensive public outreach, complex inter-agency coordination, feasibility studies in order to secure implementation funding, detailed design, and planning studies
	Potential Funding Sources	Funding sources that may align well with priority location options

OXNARD BOULEVARD AND VINEYARD AVENUE

Delivering the Vision		Oxnard Boulevard and Vineyard Avenue
Outreach	Coordination	• Caltrans • Union Pacific Railroad • Ventura County Watershed Protection District
	Stakeholders	• Commercial plaza owners (e.g. The Collection and Esplanade Shopping Center) • Gold Coast Transit District • Wagon Wheel development
Analysis	Traffic Warrants	• Potentially for pedestrian crossing improvements
	Environmental Studies	• CEQA and potentially NEPA study depending on funding source
	Operational Studies	• Assess the effects of various bicycle, pedestrian, and operational improvements
	Right-of-Way Acquisition	• Temporary Construction and Utility Easements may be necessary
Implementation	Phasing	Phasing Near-Term (within 5 years of project initiation): • Artful streetscape elements • Bicycle and pedestrian intersection treatments • Greening elements • Mobility hub pilot (e.g. EV carshare, circulator) • Wayfinding
		Phasing Long-Term(5-10+ years of project initiation): • Corridor-level bicycle and pedestrian improvements • Railroad crossing safety improvements • Regional mixed use path
	Potential Funding Sources	• Federal: INFRA, MEGA, RAISE, Reconnecting Communities • State: STP-Sustainable Communities, Urban and Community Forestry, AHSC, TCC, Land and Water Conservation Fund • Regional and Local: Sustainable Communities Program

C STREET

Delivering the Vision		C Street
Outreach	Coordination	• Genesee & Wyoming Ventura County Railroad
	Stakeholders	• Commercial plaza owners (e.g. Centerpoint Mall) • Gold Coast Transit District • Neighborhood Councils and Residents • Oxnard Downtown Management District
Analysis	Traffic Warrants	• Rectangular Rapid Flashing Beacons
	Environmental Studies	• CEQA and potentially NEPA study depending on funding source
	Operational Studies	• Operations analysis for intersections around Plaza Park
	Right-of-Way Acquisition	• Temporary Construction and Utility Easements may be necessary
Implementation	Phasing	Near-Term: • Artful streetscape elements • Bicycle and pedestrian intersection treatments • Greening elements • Mobility hub pilot (e.g. EV carshare, circulator) • Wayfinding
		Long-Term: • Corridor-level pedestrian improvements • Railroad crossing safety improvements • Reconfigure intersections around Plaza Park
	Potential Funding Sources	• Federal: Reconnecting Communities • State: Urban and Community Forestry, AHSC, TCC • Regional and Local: VCTC

JUANITA AVENUE

Delivering the Vision		Juanita Avenue
Outreach	Coordination	• Southern California Edison
	Stakeholders	• Gold Coast Transit District • Neighborhood Councils and Residents • Schools
Analysis	Traffic Warrants	• Pedestrian Hybrid Beacons • Rectangular Rapid Flashing Beacons
	Environmental Studies	• CEQA and potentially NEPA study depending on funding source
	Operational Studies	• N/A
	Right-of-Way Acquisition	• Sidewalk widening • Temporary Construction and Utility Easements may be necessary
Implementation	Phasing	Near-Term: • Artful streetscape elements • Bicycle and pedestrian intersection treatments • Greening elements • Wayfinding
		Long-Term: • Corridor-level bicycle and pedestrian improvements
	Funding Sources	• Federal: Reconnecting Communities, SS4A • State: STP-Sustainable Communities, Urban and Community Forestry, TCC • Regional and Local: Sustainable Communities Program, Go Human Mini-Grant

5TH STREET AND DEL NORTE BOULEVARD

Delivering the Vision		5th Street and Del Norte Boulevard
Outreach	Coordination	• Caltrans • Union Pacific Railroad • Southern California Edison
	Stakeholders	• Gold Coast Transit District • Large employers (e.g. Amazon, Haas Automation Inc, JM Smucker Co, Proctor & Gamble) • Neighborhood Councils and Residents • Oxnard Downtown Management District • Oxnard Transit Center
Analysis	Traffic Warrants	• Pedestrian Hybrid Beacons
	Environmental Studies	• CEQA and potentially NEPA study depending on funding source
	Operational Studies	• 5th Street traffic operations study for potential lane reductions at intersections
	Right-of-Way Acquisition	• Sidewalk widening • Temporary Construction and Utility Easements may be necessary
Implementation	Phasing	Near-Term: • Artful streetscape elements • Bicycle and pedestrian intersection treatments • Greening elements • Mobility hub pilot (e.g. EV carshare, bikeshare) • Transportation Management Organization • Wayfinding
		Long-Term: • Corridor-level bicycle and pedestrian improvements
	Funding Sources	• Federal: INFRA, MEGA, RAISE, Reconnecting Communities • State: STP-Sustainable Communities, AHSC, TCC, Land and Water Conservation Fund • Regional and Local: Sustainable Communities Program

GISLER AVENUE

Delivering the Vision		Gisler Avenue
Outreach	Coordination	• Southern California Edison
	Stakeholders	• Neighborhood Council and Residents • Schools
Analysis	Traffic Warrants	• All-Way Stop-Control • Rectangular Rapid Flashing Beacons
	Environmental Studies	• CEQA and potentially NEPA study depending on funding source
	Operational Studies	N/A
	Right-of-Way Acquisition	• Sidewalk widening • Temporary Construction and Utility Easements may be necessary
Implementation	Phasing	Near-Term: • Artful streetscape elements • Bicycle and pedestrian intersection treatments • Greening elements • Wayfinding
		Long-Term: • Corridor-level bicycle and pedestrian improvements
	Funding Sources	• State: Urban and Community Forestry Grant, TCC • Regional and Local: Sustainable Communities Program, Go Human Mini-Grant

WOOLEY ROAD

Delivering the Vision		Wooley Road
Outreach	Coordination	• Genesee & Wyoming Ventura County Railroad
	Stakeholders	• Neighborhood Councils and Residents
Analysis	Traffic Warrants	• Pedestrian Hybrid Beacon
	Environmental Studies	• CEQA and potentially NEPA study depending on funding source
	Operational Studies	• Lane configuration changes at Wooley Road & Saviers Road & Oxnard Boulevard
	Right-of-Way Acquisition	• Temporary Construction and Utility Easements may be necessary
Implementation	Phasing	Near-Term: • Artful streetscape elements • Greening elements • Bicycle and pedestrian intersection treatments • Wayfinding
		Long-Term: • Corridor-level bicycle and pedestrian improvements • Linear park
	Funding Sources	• Federal: INFRA, RAISE, Reconnecting Communities, SS4A, MEGA • State: Adaptation Planning, HSIP, STP-Sustainable Communities, STP-Climate Adaptation, Urban and Community Forestry, TCC • Regional and Local: Sustainable Communities Program

CHANNEL ISLANDS BOULEVARD & VICTORIA AVENUE

Delivering the Vision		Channel Islands Boulevard & Victoria Avenue
Outreach	Coordination	• City of Port Hueneme • Ventura County Channel Islands Harbor • Naval Base Port Hueneme
	Stakeholders	• Commercial plaza owners (e.g. Oliveira Plaza Shopping Center) • Neighborhood Councils and Residents
Analysis	Traffic Warrants	N/A
	Environmental Studies	• CEQA and potentially NEPA study depending on funding source
	Operational Studies	• Lane configuration changes related to the protected intersection
	Right-of-Way Acquisition	N/A
Implementation	Phasing	Near-Term: • Artful streetscape elements • Greening elements • Mobility hub pilot (e.g. EV carshare, circulator) • Slow Lane for Neighborhood Electric Vehicles (NEVs) and bikes • Wayfinding
		Mid-Term: • Bicycle and pedestrian intersection treatments
		Long-Term: • Corridor-level bicycle and pedestrian improvements • Linear park
	Funding Sources	• Federal: Reconnecting Communities • State: Urban and Community Forestry, Adaptation Planning, STP-Climate Adaptation, TCC

BARRIERS AND OPPORTUNITIES FOR IMPLEMENTATION

As part of the stakeholder engagement, the project team held discussions focused on the barriers and opportunities for project implementation. This information can help the City develop realistic project timelines and anticipate challenges that might arise.

	Barriers to Implementation	Opportunities for Implementation
Culture Shift	• Auto-centric metrics and standards • Lack of familiarity with new types of roadway design • Preference for speed over safer and more environmentally-friendly modes of travel	• Pursue temporary or pilot projects first, to introduce new roadway designs to the community • Build support by highlighting co-benefits of sustainable modes of travel, such as improvements to safety, air quality, and health • Projects and strategies in the STP align with new Vehicle Miles Traveled (VMT) metrics that are used to analyze the impacts of new development, creating consistency with other City of Oxnard policies
Extensive Coordination	• Coordination for multi-jurisdictional projects • Varying project timelines across multiple agencies	• Build on partnerships developed and strengthened through the STP to continue regular coordination meetings and share information, funding, and partnership opportunities • Identify if upcoming projects have components that can be phased earlier with ongoing projects when possible to incorporate incremental coordination
Funding Constraints	• Short timelines to implement grant-funded projects • Limited or lack of funding to develop plans and implement infrastructure improvements	• Identify local or grant funding for coordination and planning studies for complex projects to prepare for large grant applications for construction • Continue to pair bicycle and pedestrian improvements with roadway resurfacing projects to take advantage of construction efficiencies • Coordinate greening and sustainable transportation improvements with private development fee programs
Implementing Process	• Lack of guidelines or plans in place • Difficulty mobilizing community and political support	• Continue to explore developing policies, such as the Speed Hump policy and Leading Pedestrian Interval policy, to serve as a framework for infrastructure projects • Update building, roadway design, and landscaping standards to make sustainable elements (e.g. shade, bike lanes, and stormwater retention) the baseline for all projects • Engage potential project champions, such as community-based organizations and neighborhood council members, to provide input and enhance community engagement

Funding Sources

Sustainable transportation and urban greening projects can be funded through a wide range of sources: federal, state, regional, local, and private funding programs. The sources in this chapter may be used to fund a broad scope of projects targeting air quality, greenhouse gas emissions, affordable housing, road safety, equity, and transportation.

Federal Funding Programs

MOBILITY

Infrastructure for Rebuilding America (INFRA) Grants

GRANTOR

USDOT

DESCRIPTION

INFRA (Nationally Significant Multimodal Freight & Highway Projects) program funds multimodal freight and highway projects of national or regional significance that improve safety, generate economic benefits, reduce congestion, enhance resiliency, and improve critical freight movements.

TIMELINE

Dates for the next round of funding are not available yet

Previous cycle closed May 2022 through the Multimodal Project Discretionary Grant Opportunity (MPDG)

SCORING CRITERIA

Projects are scored on a scale of 0 – 3 for the following key objectives: (1) safety; (2) state of good repair; (3) economic impacts, freight movement, and job creation; (4) climate change, resiliency, and the environment; (5) equity, multimodal options, and quality of life; and (6) innovation areas: technology, project delivery, and financing

EQUITY

Projects that may benefit an area of persistent poverty or a historically disadvantaged community receive additional consideration

National Infrastructure Project Assistance (also known as "Megaprojects" or MEGA)

GRANTOR

USDOT

DESCRIPTION

The National Infrastructure Project Assistance program primarily covers large and complex highway, rail, or bridge projects that are difficult to fund by other means and likely to generate regional economic, mobility, or safety benefits. Funding supporting railway-highway grade separation or elimination projects may be applicable for Oxnard.

TIMELINE

Dates for the next round of funding are not available yet

Previous cycle closed May 2022 through the Multimodal Project Discretionary Grant Opportunity (MPDG)

SCORING CRITERIA

Projects are scored on a scale of 0 – 3 for the following key objectives: (1) safety; (2) state of good repair; (3) economic impacts, freight movement, and job creation; (4) climate change, resiliency, and the environment; (5) equity, multimodal options, and quality of life; and (6) innovation areas: technology, project delivery, and financing

EQUITY

Projects that may benefit an area of persistent poverty or a historically disadvantaged community receive additional consideration

Federal Funding Programs (continued)

MOBILITY

RAISE Grants

GRANTOR

USDOT

DESCRIPTION

The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant program funds surface transportation infrastructure projects that will improve safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity (including tourism); state of good repair, partnership and collaboration; and innovation.

Planning, preparation, or design of projects that do not result in construction are also eligible for funding.

TIMELINE

Application Deadline: February 28, 2023

Awards Announcement: June 28, 2023

SCORING CRITERIA

Planning and Capital applications are qualitatively scored on a low, medium, and high rubric across the following criteria: safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity; state of good repair, partnership and collaboration; and innovation

EQUITY

Funding is set aside for projects located in an area of persistent poverty or a historically disadvantaged community.

Projects that target at least 40% of resources and benefits to disadvantaged communities will be prioritized.

Reconnecting Communities Pilot Program – Planning and Capital Construction Grants

GRANTOR

USDOT

DESCRIPTION

The Reconnecting Communities Pilot Program provides grant funding for Planning and Construction. Planning grants fund the study of removing, retrofitting, or mitigating an existing facility to restore community connectivity, conduct public engagement, and other transportation planning activities. Construction grants fund projects to remove, retrofit, mitigate, or replace an existing facility.

Note: the City of Oxnard submitted a planning grant application for the Oxnard Boulevard/ Channel Islands Interchange in October 2022. The proposed project would complete a feasibility study of retrofitting the Oxnard Boulevard interchange to replace the 2-lane Channel Islands bridge with an option that is more friendly to pedestrians and bicyclists.

TIMELINE

Dates for the next round of funding are not available yet

Previous cycle closed October 2022 with awards announcement expected for early 2023

SCORING CRITERIA

Planning applications are qualitatively scored on a low, medium and high rubric on the following criteria: Equity, Environmental Justice and Community Engagement; Mobility and Community Connectivity; Community-Based Stewardship, Management, and Partnerships; and Equitable Development and Shared Prosperity

EQUITY

Projects that may benefit an area of persistent poverty or a historically disadvantaged community receive additional consideration

Federal Funding Programs (continued)

MOBILITY

Safe Streets and Roads for All Grant Program

GRANTOR

USDOT

DESCRIPTION

The Bipartisan Infrastructure Law established the Safe Streets for All (SS4A) program to provide grant funding to develop and implement Vision Zero safety plans. Current legislation emphasizes funding of planning efforts, but the focus on implementation funding is expected to increase over the next few years.

TIMELINE

Notice of Funding Opportunity anticipated for Spring 2023

SCORING CRITERIA

Awards are separated into Action Plan Grants and Implementation Grants and rated on a qualitative low, medium, high scale. Applications that are competitive for the Action Plan Grants include safety impact and equity considerations. For Implementation Grants, projects and strategies that are prioritized include those that involve roadway safety, incorporate equity considerations, use effective practices and strategies, and consider sustainability and economic competitiveness.

EQUITY

For Implementation Grants, projects and strategies that incorporate equity considerations are prioritized

State Funding Programs

MOBILITY

California Office of Traffic Safety Grant Programs

GRANTOR

California Office of Traffic Safety (OTS)

DESCRIPTION

OTS administers traffic safety grants in the following areas: Alcohol Impaired Driving, Distracted Driving, Drug-Impaired Driving, Emergency Medical Services, Motorcycle Safety, Occupant Protection, Pedestrian and Bicycle Safety, Police Traffic Services, Public Relations, Advertising, and Roadway Safety and Traffic Records.

The Oxnard Police Department received two OTS grants for Fiscal Year 2021-2022:

- Pedestrian and Bicycle Safety grant for classroom and community education
- Selective Traffic Enforcement Program Grant for DUI checkpoints, DUI enforcement, traffic enforcement, bike/ped enforcement, distracted driver enforcement, motorcycle safety enforcement, traffic safety educational presentations, "Know Your Limit" campaigns, and training officers for DUI investigations.

TIMELINE

Next funding opportunity: 2023 TBD

Previous cycle closed January 2022.

SCORING CRITERIA

Grant applications are evaluated to determine if the project addresses a serious problem that is supported through comprehensive crash data analysis and targets high-risk populations, high-risk behaviors, and high crash locations

EQUITY

Special consideration is given to projects serving high-risk populations

State Funding Programs (continued)

MOBILITY

Active Transportation Program

GRANTOR

California Transportation Commission

DESCRIPTION

The Active Transportation Program (ATP) is a statewide competitive grant application process with the goal of encouraging increased use of active modes of transportation. The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SRTS), into a single program with a focus to make California a national leader in active transportation.

TIMELINE

ATP typically runs on a two year cycle with the next round of applications expected for 2024

Previous cycle closed June 2022

SCORING CRITERIA

Applications are evaluated on benefits to disadvantaged communities, potential to increase users, potential to reduce collisions, extent of public participation and planning, and consistency between the scope and plan

EQUITY

Applications are evaluated on benefits to disadvantaged communities

SB 1 Local Streets and Roads Program

GRANTOR

California Transportation Commission

DESCRIPTION

SB 1 dedicates approximately $1.5 billion per year in new formula revenues apportioned by the State Controller to cities and counties

TIMELINE

Previous cycle closed September 2022

SCORING CRITERIA

Funds are distributed based on a formula. Counties are eligible to apply for additional funding, and Oxnard may have opportunities to partner with Ventura County for work on county-owned roads.

EQUITY

None specified

State Funding Programs (continued)

MOBILITY

SB 1 Local Partnership Program

GRANTOR
California Transportation Commission

DESCRIPTION
The SB 1 Local Partnership Program provides formulaic funding for transportation improvement projects to local and regional transportation agencies that have passed sales tax measures, developer fees, or other imposed transportation fees

TIMELINE
2024 TBD

Previous cycle closed November 14, 2022

SCORING CRITERIA
Higher priority will be given to projects with the following criteria: (1) accessibility; (2) air quality and greenhouse gases; (3) community engagement; (4) cost effectiveness; (5) deliverability; (6) projects that leverage funds above the required matching funds amount; (7) safety; (8) system preservation; (9) transportation, lane use, and housing goals; (10) vehicle-miles traveled

EQUITY
Higher priority given to projects addressing accessibility, especially for disadvantaged or historically impacted and marginalized communities

Solutions for Congested Corridors

GRANTOR
California Transportation Commission

DESCRIPTION
The Solutions for Congested Corridors program supports projects that implement specific transportation performance improvements and are part of a comprehensive corridor plan, by providing more transportation choices while preserving the character of local communities and creating opportunities for neighborhood enhancement

TIMELINE
TBD

Previous cycle closed December 2, 2022

SCORING CRITERIA
Applications are scored and selected based on: (1) safety; (2) congestion; (3) accessibility; (4) economic development, job creation and retention; (6) air pollution and greenhouse gas emission reductions; (7) efficient land use; (8) level of matching funds; (9) timely project completion

EQUITY
Special consideration given for projects that increase accessibility for disadvantaged or historically impacted and marginalized communities

State Funding Programs (continued)

MOBILITY

Highway Safety Improvement Program

GRANTOR
Caltrans

DESCRIPTION
The Highway Safety Improvement Program (HSIP) is a federal-aid program to states for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. California's Local HSIP focuses on infrastructure projects with nationally recognized crash reduction factors. HSIP funds are eligible for work on any public road or publicly-owned bicycle or pedestrian pathway or trail, or on tribal lands for general use of tribal members that improves the safety for its users.

Note: The City of Oxnard submitted a grant application in September 2022 for two projects: Ventura Road from Teal Club to Wooley Road and Bard Road from Saviers Road to Pleasant Valley Road

TIMELINE
HSIP typically runs on a two-year cycle with the next round of applications expected for 2024

Previous cycle closed September 12, 2022. Awards Announcement expected for January 2023

SCORING CRITERIA
Projects are scored based on the benefit/cost ratio. Funding set-asides are available for certain safety countermeasures or safety improvements when common roadway safety concerns are identified statewide. The benefit/cost ratio calculation may not be required for projects that meet the criteria of the set-asides.

EQUITY
Set-asides for tribal lands; otherwise no additional equity considerations

Sustainable Transportation Planning Grant - Sustainable Communities

GRANTOR
Caltrans

DESCRIPTION
The Sustainable Communities grant funds local and regional multimodal transportation and land use planning projects that further the region's Regional Transportation Plan Sustainable Communities Strategy, contribute to the State's greenhouse gas reduction targets, address the needs of underserved communities, and assist in achieving the Caltrans Mission and Grant Program Objectives. The grant is broken down into Competitive and Formula.

TIMELINE
Applications due March 9, 2023

SCORING CRITERIA
Applications are scored based on criteria including safety, congestion, accessibility, economic development, air pollution and emissions reductions, efficient land use, level of matching funds, and timely project completion

EQUITY
50% of Sustainable Communities Competitive grants are earmarked to benefit underserved communities, which include:

- At or below 80% AB 1550
- At or above 75% free or reduced meals
- At or above 75% CalEnviroScreen 4.0
- At or below 25% California Healthy Places Index
- Regionally/locally-defined underserved communities

State Funding Programs (continued)

MOBILITY, GREENING, AND PLACEMAKING

Affordable Housing and Sustainable Communities Program

GRANTOR

California Strategic Growth Council

DESCRIPTION

The Affordable Housing and Sustainable Communities (AHSC) Program aims to reduce greenhouse gas emissions by funding projects that implement land use, housing, transportation, and agricultural land preservation practices to support infill and compact development and improve connectivity and accessibility to jobs, housing, and services.

The AHSC program funds three project types:

- Transit-Oriented Development
- Integrated Connectivity
- Rural Innovation

TIMELINE

Round 7 applications due March 21, 2023

SCORING CRITERIA

Competitive projects include active transportation and transit improvements and demonstrate greenhouse gas efficiency estimated by the total greenhouse gas emission reductions per dollar

EQUITY

Projects located in or benefiting disadvantaged communities may receive priority for funding. Disadvantaged communities are defined as one of the following:

- Census tracts receiving the highest 25% of overall scores in CalEnviroScreen 4.0
- Census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps but receiving the highest 5% of CalEnviroScreen 4.0 cumulative pollution burden scores
- Census tracts identified in the 2017 DAC designation as disadvantaged, regardless of their scores in CalEnviroScreen 4.0
- Lands under the control of federally recognized Tribes

Transformative Climate Communities Program

GRANTOR

California Strategic Growth Council

DESCRIPTION

The Transformative Climate Communities (TCC) Program empowers communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. The TCC program includes planning, project development, and implementation grants:

- Planning grants fund planning activities to support disadvantaged communities in preparing for future funding opportunities
- Project development grants fund pre-development and basic infrastructure activities to support disadvantaged communities to meet their climate and community resilience goals
- Implementation grants fund neighborhood-level proposals that include multiple coordinated projects to reduce greenhouse gas emissions and achieve other community benefits

TIMELINE

Round 5 Notice of Funding Opportunity is anticipated for March 2023 with applications due Sumer 2023

SCORING CRITERIA

Competitive Planning and Implementation projects address several of the following elements: community engagement, displacement avoidance, workforce development and economic opportunities, climate adaptation and resilience, leverage funding, data collection and indicator tracking.

Competitive Project Development projects identify a clear community vision and consider feasibility (including long-term operations and maintenance).

EQUITY

Communities ranked in the top 25% of CalEnviroScreen are prioritized for funding

State Funding Programs (continued)

GREENING AND PLACEMAKING

Recreational Trails Program

GRANTOR

California Department of Parks and Recreation

DESCRIPTION

The Recreational Trails Program (RTP) provides annual funding for recreational trails and trails-related projects for non-motorized and motorized projects. Eligible projects include acquisition of easements, development and rehabilitation of trails, and construction of new trails. In addition, eligible motorized projects also include maintenance of existing trails, purchase and lease of trail construction and maintenance equipment, assessment of trail conditions for accessibility and maintenance, and educational programs.

TIMELINE

Future funding timeline TBD

Applications were due April 7, 2022 for federal fiscal years 2021, 2022, and 2023

SCORING CRITERIA

Competitive projects clearly describe how deficiencies are specifically addressed and how the project will provide access to all modes, with an emphasis on users with disabilities

EQUITY

Projects that provide equitable access, particularly to users with disabilities, receive additional points in the scoring criteria

Statewide Park Development and Community Revitalization Program

GRANTOR

California Department of Parks and Recreation

DESCRIPTION

The Statewide Park Program competitive grants aim to create new parks and new recreation opportunities in critically underserved communities across California. Funded projects develop and/or acquire land to create a new park, expand an existing park, or renovate an existing park.

TIMELINE

2022/2023 timeline TBD

Previous 2021/2022 cycle applications were due July 14, 2021

SCORING CRITERIA

Competitive projects address a critical lack of park space in areas with significant poverty and include community-based planning where park design is informed by resident engagement

EQUITY

Projects located in areas with significant poverty with a critical lack of park space receive additional points in the scoring criteria

State Funding Programs (continued)

GREENING AND PLACEMAKING

Land and Water Conservation Fund

GRANTOR

California Department of Parks and Recreation

DESCRIPTION

The Land and Water Conservation Fund (LWCF) provides grants for the acquisition or development of public outdoor recreation features and areas. Eligible projects include creation of a new park, expansion of an existing park, creation of a wildlife corridor that supports public viewing and outdoor recreational use, addition of recreation features (e.g. courts, fields, restrooms, lighting), and creation of a recreational/active transportation trail that connects neighborhoods to workplaces, schools, homes, and other recreational opportunities.

TIMELINE

Applications due June 1, 2023

SCORING CRITERIA

Higher priority will be given to projects that clearly define an unmet need, place new acreage under LWCF protection, and serve a park deficient or economically disadvantaged area

EQUITY

Projects that serve a disadvantaged area receive additional points under the scoring criteria. Disadvantaged areas are defined based on the Community FactFinder Report and/or the Park Access Tool Report, and include the following:

- Project creates a new park in an area with no other parks within a half-mile radius
- Project area's half-mile radius has a median household income that is at or less than 80% of state average
- Project is in a city or county that has more than the state average of residents living further than a half-mile from a park
- Project is in a city or county with a higher percentage than the state average of residents living in areas with a ratio of less than three acres of parkland per 1,000 people

Urban and Community Forestry Grant

GRANTOR

CAL FIRE

DESCRIPTION

CAL FIRE's Urban and Community Forestry Grant Program provides funding to projects that help create a sustainable urban forest, increase the long-term benefits from urban trees, improve the public's understanding and appreciation of urban trees, and advance urban forest management and tree care. Eligible project types must focus on urban forest expansion and improvement, management activities, or education and workforce development.

TIMELINE

2022/2023 timeline TBD

Previous 2021/2022 cycle applications were due July 14, 2021

SCORING CRITERIA

2022/2023 guidelines and resources will be released in early 2023

EQUITY

Special consideration is given to projects serving disadvantaged and/or low-income communities

State Funding Programs (continued)

GREENING AND PLACEMAKING

Environmental Enhancement and Mitigation Grant Program

GRANTOR

California Natural Resources Agency

DESCRIPTION

The Environmental Enhancement and Mitigation grant program is an annual program to fund projects that directly or indirectly relate to the environmental impact of modifying existing transportation facilities or for the design, construction, or expansion of new transportation facilities. Eligible projects include:

- Urban forestry projects to offset vehicular emissions of carbon dioxide
- Acquisition or enhancement of resource lands to mitigate the loss of land acquired for transportation improvements
- Mitigation projects beyond the scope of the lead agency assessing the environmental impacts of a proposed transportation improvement

TIMELINE

2023 timeline TBD

SCORING CRITERIA

Competitive urban forestry projects clearly define the connection between the related transportation facility and proposed project and propose plantings that require minimal maintenance.

Competitive land acquisition projects propose resource lands that protect natural systems, contain rare/endangered species, serve as wildlife corridors, or protect agricultural lands.

Competitive mitigation projects provide maximum environmental benefits over the long term and serves the greatest geographic area and/or number of people.

EQUITY

Special consideration is given to projects serving disadvantaged and /or low-income communities

Urban Greening Grant Program

GRANTOR

California Natural Resources Agency

DESCRIPTION

The Urban Greening program funds projects that promote a long-term approach to addressing climate change to improve the environment. Eligible projects include:

- Tree-canopy/shade trees
- Bioswales and rain gardens to mitigate stormwater runoff
- Green streets and alleyways

TIMELINE

The program anticipates one funding cycle, but the final number of funding cycles depend on the number of competitive applications

The first funding cycle is closed and awards announcement anticipated March 2023

SCORING CRITERIA

Competitive applicants will propose projects that reduce greenhouse gas emissions, expand/enhance parks and green spaces, and achieve multiple benefits

EQUITY

Special consideration is given to projects located in or benefiting disadvantaged communities (defined as the top 25% scoring census tracts in CalEnviroScreen 4.0 or census tracts with median household incomes at or below 80% of statewide average)

State Funding Programs (continued)

GREENING AND PLACEMAKING

Storm Water Grant Program

GRANTOR

California State Water Resources Control Board

DESCRIPTION

The Storm Water Grant Program funds projects that promote the beneficial use of stormwater and dry water weather runoff in California. Green infrastructure projects, including green street medians, green roofs, and porous/previous pavement, are eligible.

TIMELINE

Details for the next round of funding, if any, are unknown

Round 2 implementation projects were awarded in February 2021

SCORING CRITERIA

Not specified

EQUITY

Not specified

Sustainable Transportation Planning Grant - Climate Adaptation

GRANTOR

Caltrans

DESCRIPTION

The Climate Adaptation Planning Grant Program funds local and regional identification of transportation-related climate vulnerability through the development of climate adaptation and project-level adaptation planning to identify project and strategies to develop climate resilient transportation infrastructure.

TIMELINE

Applications due March 9, 2023

SCORING CRITERIA

Competitive applicants will propose projects that align with existing plans (e.g. climate action plans), collaborate with diverse stakeholders, consider adaptation needs of environmental resources (e.g. beaches or wetlands) near the transportation system, and/or consider public access and complete streets

EQUITY

50% of Sustainable Communities Competitive grants are earmarked to benefit underserved communities, which include:

- At or below 80% AB 1550
- At or above 75% free or reduced meals
- At or above 75% CalEnviroScreen 4.0
- At or below 25% California Healthy Places Index
- Regionally/locally defined underserved communities

State Funding Programs (continued)

GREENING AND PLACEMAKING

Adaptation Planning Grant Program

GRANTOR

Governor's Office of Planning and Research

DESCRIPTION

The Adaptation Planning Grant program provides funding to provide communities with the resources to identify climate resilience priorities and support the development of a pipeline of climate resilience infrastructure projects across the state. Activities eligible for funding must fall into the four phases outlined in the 2020 California Adaptation Planning Guide:

- Explore, Define, and Initiate
- Assess Vulnerability
- Define Adaptation Framework and Strategies
- Implement, Monitor, Evaluate, and Adjust

TIMELINE

Applications due March 31, 2023

SCORING CRITERIA

Higher priority will be given to projects that address community need and adaptive capacity by outlining a process to identify planning activities based on the needs of vulnerable communities and prioritizing projects based on feasibility

EQUITY

Special consideration is given to projects serving disadvantaged and /or low-income communities

Extreme Heat and Community Resilience Grant Program

GRANTOR

Governor's Office of Planning and Research

DESCRIPTION

This program will help communities prepare for the impacts of extreme heat. Eligible projects will include, but are not limited to, developing heat action plans, providing mechanical or natural shade, increasing building and surface reflectance, providing passive or low-energy cooling, and promoting evaporative cooling.

TIMELINE

TBD

SCORING CRITERIA

Scoring criteria are not yet available

EQUITY

Not yet specified

State Funding Programs (continued)

GREENING AND PLACEMAKING

Regional Resilience Planning and Implementation Grant Program

GRANTOR

Governor's Office of Planning and Research

DESCRIPTION

The Regional Resilience Planning and Implementation Grant Program funds projects to help address local, regional, and tribal climate resilience needs and build a pipeline of climate resilient planning and implementation projects at the regional scale.

TIMELINE

Notice of Funding Opportunity anticipated for Spring 2023

Awards announcement expected for Summer 2023.

SCORING CRITERIA

The draft grant guidelines indicate that applications will be scored on a "Poor" to "Excellent" scale based on meeting the eligibility and technical requirements, overall relationship to statewide planning efforts, and articulating a concrete work plan and project timeline.

EQUITY

25% of grant funds are intended for disadvantaged communities (defined by the applicant)

Local and Regional Funding Programs

MOBILITY

Go Human Mini-Grant Program

GRANTOR

Southern California Association of Governments (SCAG)

DESCRIPTION

The Go Human Mini-Grant Program aims to build street-level community resiliency and increase street safety, particularly for people most harmed by traffic injuries and fatalities. Community-based organizations, non-profits, and social enterprises are eligible to apply for mini-grants; the City of Oxnard may have an opportunity to support and partner with applicants.

TIMELINE

The next funding cycle is TBD

The 2022 funding cycle closed April 2022

SCORING CRITERIA

Competitive applicants are able to demonstrate project cost effectiveness

EQUITY

Funding is distributed to prioritize equity, particularly within communities that have been historically dis-invested or in disadvantaged communities

Local and Regional Funding Programs

MOBILITY

Sustainable Communities Program

GRANTOR

Southern California Association of Governments (SCAG)

DESCRIPTION

The SCAG Sustainable Communities program provides direct technical assistance to SCAG member jurisdictions to complete planning and policy efforts that enable implementation of the regional Sustainable Communities Strategy. Grants are available in four categories:

- Civic Engagement, Equity & Environmental Justice
- Smart Cities & Mobility Innovations
- Housing & Sustainable Development
- Active Transportation & Safety

TIMELINE

Civic Engagement, Equity & Environmental Justice Notice of Funding Opportunity anticipated early 2023 with applications tentatively due Spring 2023. Awards are anticipated Spring-Summer 2023.

Other application categories closed in 2020-2021

SCORING CRITERIA

Competitive applicants for the upcoming Civic Engagement, Equity & Environmental grant program focus on inclusive & equitable engagement, which includes engaging with priority populations (see definition under Equity considerations below) and inclusive, diverse & equitable engagement

EQUITY

SCAG has identified Priority Populations for this funding category, which include:

- SB535 Disadvantaged Communities (CalEnviroScreen 4.0)
- SCAG Communities of Concern
- TCAC/HCD Opportunity Areas
- AB 1550 Communities

Congestion Mitigation and Air Quality, Transportation Development Act, and SB 1 State of Good Repair Joint Grant Program

GRANTOR

Ventura County Transportation Commission (VCTC)

DESCRIPTION

VCTC funds projects that mitigate congestion and reduce vehicle emissions (Congestion Mitigation and Air Quality); foster an increase in transit ridership, bicycling, or walking (Transportation Development Act Article 3 Bicycle and Pedestrian); and implement capital projects that maintain transit assets in a state of good repair (SB 1 State of Good Repair).

Note: The City of Oxnard submitted a successful application to install Accessible Pedestrian Signals throughout the city in the last call of projects.

TIMELINE

2023 TBD

Previous cycle closed September 23, 2022

SCORING CRITERIA

For transit projects, the majority of points are awarded for "Air Quality Improvements and Special Considerations".

For non-transit projects, the majority of points are awarded for "Air Quality Improvements and Special Considerations" and "Network Connectivity Including Multi-Jurisdictional/ Multi-Agency/Multi-modal Projects".

EQUITY

The Air Quality Improvements and Special Considerations criterion provides the flexibility and opportunity for applicants to discuss ways in which the proposed project will benefit City/ County residents; for example:improving air quality, reducing VMT, serving older areas without recent improvements, reducing speeds, making major improvements to accessibility and/or to serve lower income residents.

Potential Private Funding Sources

MOBILITY, GREENING, AND PLACEMAKING

Development Fees

The City has development fees to fund various types of infrastructure, which could be expanded to include fees assessed for transportation impacts. For example, a fee may be adopted for each PM peak hour trip that is generated by a project. This funding can be combined with funds from other projects to establish a source of funds to construct the improvements that are on an adopted project list, which can include a variety of projects that serve several travel modes. Oxnard's Mobility Fee Program could be updated to include a broader array of sustainable transportation projects.

Development Agreements

The City negotiates development agreements on a case-by-case basis to specify the standards and conditions that will govern development of a property. As new developments are proposed, the City could negotiate with developers to contribute towards the funding of mobility, greening, and placemaking improvements or for developers to implement such improvements themselves.

Business Improvement Districts

Business Improvements Districts (BID) are a collaboration between business owners in a defined area to pool funding for agreed-upon improvements in the district. Improvements generally focus on beautification and improving access for customers. In addition to marketing, public safety, and street cleaning/maintenance, BIDs could fund landscaping and trees, sidewalk improvements, and pedestrian crossing enhancements.

Public Private Partnership

Innovative walking and biking projects can be implemented with the assistance and funding from private entities. These types of projects may or may not occur in the public right-of-way and support the investments made by a city to encourage more use of the facilities.

These projects may include green streets and pedestrian plazas, bike share programs, scooter-share programs, EV circulator shuttles, EV charging infrastructure, and multi-use trails. One example is the sponsorship of Santa Monica's temporary Breeze bicycle sharing program by Hulu which ran for about five years before ending service in 2020.

Evaluation

An ongoing evaluation program helps to inform future project development and allows the City to understand how it is performing relative to the goal of encouraging sustainable modes of travel and increasing urban greening. In addition, an evaluation program can serve as an important educational tool to communicate the City of Oxnard's progress towards achieving the goals of the STP and to encourage community members to get involved.

Performance Metric	Purpose	Source
MOBILITY		
Collision Trends	Track safety trends, particularly for collisions involving people walking and biking	Annual Traffic Safety Report (from the Oxnard Local Road Safety Plan)
Miles of installed bicycle facilities by class	Track progress towards enhancing bicycle infrastructure and filling bicycle network gaps	Department of Public Works
Percent of Oxnard residents who are within walking distance of shared e-scooters, e-bikes, and/or neighborhood EVs	Track progress toward expanding clean vehicle infrastructure	Department of Public Works
Number of pedestrian projects (e.g. high-visibility crosswalks, upgraded curb ramps, flashing beacons, pedestrian signals)	Track progress towards enhancing pedestrian infrastructure and filling pedestrian network gaps	Department of Public Works
Percent of people who walk, bike, and ride transit to work by neighborhood	Track trends to assess impact of improvements and help prioritize improvements	U.S. Census American Community Survey
Percent of transit riders who walk and bike to transit by neighborhood or council district	Track demand for first/ last mile connections to help prioritize improvements	Gold Coast Transit District Passenger Survey
PLACEMAKING AND GREENING		
Number of artful streetscape elements (e.g. murals, artful crosswalks, or artful utility boxes)	Track progress towards increasing community-based art citywide	Department of Parks & Recreation, Cultural Arts Commission, and/ or Community Organizations
Wayfinding program coverage	Track progress towards providing adequate wayfinding information to people on foot and on bicycle	Department of Public Works
Number of stormwater retention projects (e.g. bioswales, permeable pavement, median landscaping) by neighborhood or council district	Track progress towards increasing stormwater retention features citywide	Department of Parks & Recreation
Number of trees planted by neighborhood or council district	Track progress towards increasing shade coverage citywide	Department of Parks & Recreation

Appendices

Appendix A: Community Engagement Plan

Appendix B: Community Engagement Summaries

Appendix C: Cost Estimates

Appendix A

Community Engagement Plan

Community Engagement Plan

Oxnard Sustainable Transportation Plan

Revised: October 28, 2021

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Outreach Goals

This Plan lays out our team's strategy for engaging the Oxnard community during the preparation of the Sustainable Transportation Plan. The project team will use this as a guiding document, referring back to it to track progress and check that the original project intent is being met. This Plan is a "living document" that will be updated with lessons learned from focus groups and initial outreach meetings.

The goals of the outreach strategy are to:

- Invite a broad spectrum of stakeholders into the project process, inclusive of all ages, languages spoken, neighborhoods, and socio-economic status.
- Ensure that underserved communities; particularly in communities where English is a second language, where incomes are lower, and where car ownership is below average, are actively involved in the process.
- Create a fun process that is memorable, meaningful, and easy-to engage with.
- Empower residents and community members to take part in shaping the final Plan.
- Rely on quantifiable inputs that guide project decisions and build support for the Plan.
- Educate and inform Oxnard residents and stakeholders about the project.

Community Touch Points

- Focus Groups
- Advisory Committee
- Workshops/Demonstration Projects
- Workshops-in-a-Box
- Project Website
- Promotion/E-blasts

Engagement Topics

Strategies / Lessons Learned

Overview

This section provides an overview of key outreach strategies and lessons learned. These strategies stem from the project team and the City's collective knowledge and experience of engagement with Oxnard residents and community members. In addition to the outreach goals on the previous page, the following strategies guide our engagement approach.

- Make Project Materials & Language Accessible
- Translation and Interpretation are Necessary at Every Level
- Engage CBOs
- Engage Youth
- Engage Underserved Communities
- Avoid Meeting Fatigue
- Respond to COVID-19 Safety Protocols

Make Project Materials & Language Accessible

For outreach efforts in Oxnard, it is important to ground engagement and outreach efforts in community knowledge and make sure materials, messaging, and outreach are accessible to community members. This includes how we frame and present the project to residents who will not have a technical background. The framing of the project includes language used to advertise and promote participation in the project. The level of involvement in a project often coincides with community members' ability to understand the project's purpose. All outward facing materials will:

- Keep language short and sweet;
- Use clear and easy to understand text; avoid planning jargon
- Use graphics and diagrams
- Consider colorblind legibility
- Be available in Spanish

Translation and Interpretation are Necessary at Every Level

Building community member participation requires implementation strategies that promote participation from all residents. In the City of Oxnard, we must consider the implication of conducting engagement with Spanish-speaking and Mixteco communities. The project team will need to create meeting platforms and multilingual processes that create spaces that promote participation from these community residents. In addition to making all project materials available in Spanish, the project team will bring Spanish and Mixtec speaking representatives to help facilitate workshops/ demonstration projects. MICOP will be engaged to provide Mixteco/indigenous translation as necessary.

Engage CBOs

Community organizations also play a crucial role in implementing an effective engagement strategy. For many parts of Oxnard, community-based organizations have strong relationships with residents whom the City cannot or has not yet reached. Partnering with non-profits and CBOs encourage relationship-building between the City and residents, as there are limitations to the project team's ability to build long-term relationships with residents. As community-based organizations have relationships with residents, the project team can learn how each organization reaches the residents they work with and understand the engagement strategies in day-to-day organizing efforts with residents of Oxnard. Communicating and engaging with these community organizations can further increase their participation and support of outreach efforts. Kearns and West will contact CBOs identified in the Stakeholder List and invite them to participate in the process.

Engage Youth

Youth can provide key insight to conditions on the ground, especially around schools and other key destinations. A partnership with Oxnard City Corps, Oxnard Police Activities League, or a key youth organization will provide a captive youth audience for engagement. This may involve reaching out directly to a youth organizer that can interface with high-school aged youth to help staff workshop/demonstration projects. The project team can train youth to help with workshop installation and facilitation. A workshop-in-a-box could also be held with a youth organization. Youth organizers will also be invited to attend and participate in the Advisory Committee meetings.

Engage Underserved Communities

Underserved communities typically lack access to resources and suffer from a combination of economic, health, and environmental burdens. For this plan, underserved communities include areas where English is a second language, incomes are lower, and car ownership is below average. These areas will be identified by Fehr & Peers. Community based organizations such as MICOP and CAUSE will also be engaged to strategize outreach towards underserved communities and farmworkers. At least one of the three workshops/demonstration projects will be located in an underserved community of interest. A workshop-in-a-box could also be held in these communities. Publicity should be sent to these neighborhoods.

Strategies / Lessons Learned (Continued)

Avoid Meeting Fatigue

All engagement touch points will be coordinated with other existing efforts (BikeVentura, CAAP, Oxnard Housing Element, Oxnard LRSP, and other efforts to be identified from Focus Groups) to avoid meeting fatigue. Meetings from other efforts will be consolidated when possible. Meeting hosts will bring energy and enthusiasm to meetings to hold the attention of the audience. For virtual meetings, a familiar and accessible platform such as Zoom will be used. Because there are a number of projects happening concurrently in the City, it is important to host creative, fun, and non-traditional interactions. This could mean piggy backing off other existing community events. People should also be able to participate on their own time (e.g. in a socially distanced manner and/or in short increments that don't require a lot of time). Incentives are great tools to increase turnout; the team may partner with local businesses to raffle a prize for participation, if budget allows.

Respond to COVID-19 Safety Protocols

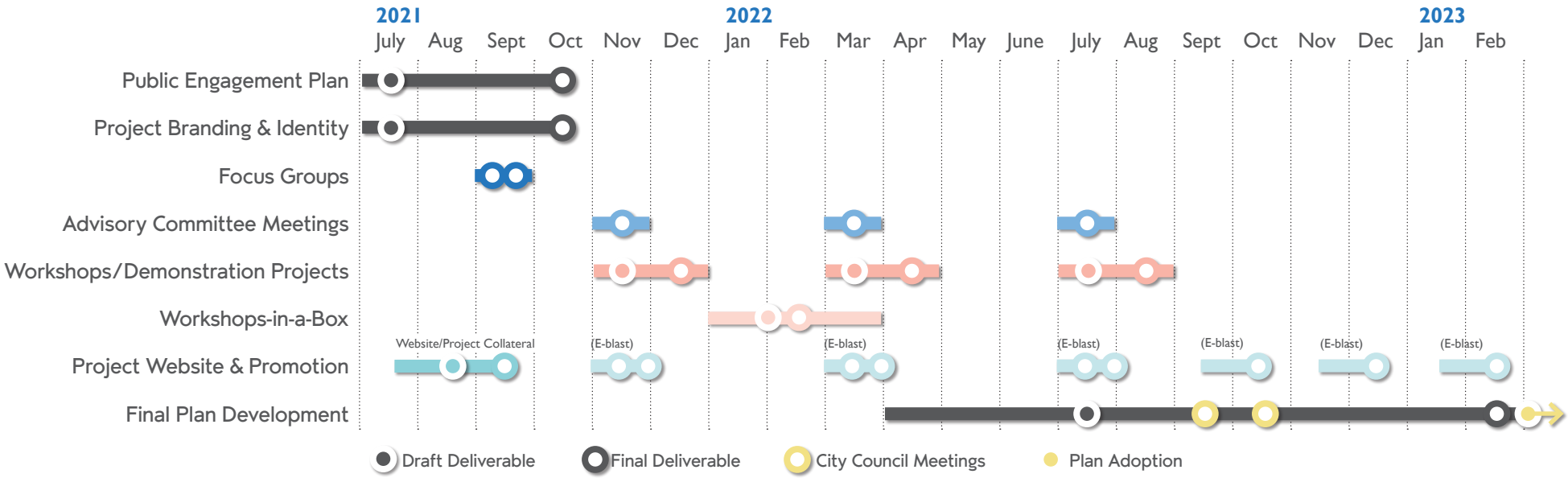
Due the unknown nature of the COVID-19 pandemic, this engagement plan provides a flexible approach, offering options for engagement and interactions that support various comfort levels for social distancing (see page 7). The Focus Groups and Advisory Committee meetings will be held virtually.

Avoiding 'Plannerese'

The project team will ensure that front-facing collateral does not include overly technical language or jargon. The goal is invite everyone to participate by creating content that is easy-to-understand and friendly to multiple audiences, especially those unfamiliar with urban planning terminology. While the exact wording will depend on the context, audience, and format, a few examples include:

Instead of saying...	Consider using...
Cyclists...	People [who are] riding bicycles
Pedestrians...	People [who are] walking
Sustainable transportation modes...	Walking, biking, and other human-powered modes of travel
Sustainability...	Strategies that help to protect the environment
Greening...	Trees and planting
Sense of place / placemaking...	Street design that is welcoming, appealing, and makes people feel safe
Living street...	A street that has trees and planting along its length
Activity centers...	Areas in Oxnard where there are a lot of people walking, biking, and shopping
Tactical urbanism...	Quick and low-cost designs that help to improve the city / the street
Community engagement/outreach...	When we speak with people about the project in community meetings and workshops / participation by the community / community collaboration
Livability...	Elements in a city that improve quality of life, such as good sidewalks, bike lanes, street trees, bus shelters, etc.
Road diet...	Reducing the number of traffic lanes on the street to make room for sidewalks, bike lanes, and other elements
Mobility...	The ways we get around the city, for example walking, biking, and taking the bus / the ability of people to move easily around the city

Outreach Calendar



The calendar above will help keep our team on track. Preparation for each large outreach meeting will begin at least two months in advance to ensure adequate time to generate materials and promote each event.

Focus Groups & Advisory Committee Meetings

Roles & Responsibilities

	FOCUS GROUP 1	FOCUS GROUP 2	ADVISORY COMMITTEE 1	ADVISORY COMMITTEE 2	ADVISORY COMMITTEE 3
PROJECT TEAM	• Introduce the Sustainable Transportation Plan • Lead discussion on draft goals and objectives and draft Community Engagement Plan	• Present existing conditions analysis, plan framework, and Community Engagement Plan • Lead discussion on plan goals and objectives	• Introduce the Sustainable Transportation Plan and Advisory Group Protocol* • Present draft concepts for workshop #1	• Present project status updates, preliminary project ideas, workshop #1 findings • Present draft concepts for workshop #2	• Present project status updates, revised alternatives, workshop #2 findings • Present draft Sustainable Transportation Plan • Present draft concepts for workshop #3
INVITEES	• Provide input on draft goals and objectives and initial outreach methods • Provide input on Advisory Committee invite list	• Provide input on existing conditions analysis, plan framework, and plan goals and objectives	• Provide input on preliminary project ideas	• Provide input on revised project alternatives	• Provide input on draft Plan • Identify project advocates or implementation partners
	• Provide input on Community Engagement Plan ⇢		• Provide input on draft workshop concepts and outreach performance metrics ⇢		
	• Provide publicity support; drive traffic to engagement activities ⇢				

Kearns & West will lead two Focus Groups and three Advisory Committee meetings. The two initial Focus Groups are intended to serve as listening sessions to gather initial thoughts on goals, visioning and input on outreach methods. The Advisory Committee will provide: input on workshop and demonstration project concepts; publicity support; and input on project ideas, draft concepts, and the draft plan. Roles and responsibilities for each meeting are outlined above.

FOCUS GROUPS

Provide feedback on Community Engagement Plan
Develop goals and objectives

ADVISORY COMMITTEE

Review project ideas, provide technical feedback
Provide input on the draft plan

*The Advisory Group Protocol document will outline objectives, roles, schedule, and responsibilities for Advisory Committee meetings. The document will be developed by Kearns & West.

Workshops & Demonstration Projects

Workshops and Demonstration Projects

The project team will develop three tactical urbanism workshops/demonstration projects. The workshop demonstration projects will be designed by Here LA. Facilitation of workshops will be carried out by Fehr and Peers and Kearns and West. Although the workshops will be further developed as the Plan progresses, an outline of the concepts is included on page 7. The workshops will focus on gathering both qualitative and quantitative data to guide project decisions and build support for the plan. A graphic summary of findings will be provided within 2 weeks following each workshop event. All engagement mechanisms will be fun, interactive, inviting for youth to participate, and accessible. Workshops will be held in areas where people naturally gather or frequent to increase visibility and grab the attention of passerbys. The workshops will also be held during an appropriate time of day when community members are likely out and about.

Guiding Principles

1. **Conduct workshops in the field to reach non-traditional audiences**
2. **Gather qualitative and quantitative data to guide project decisions**
3. **Accessible for all ages, languages spoken, and abilities**
4. **Provide light touch engagement opportunities for socially distanced interaction**
5. **Limit use of complex language; avoid planning jargon**
6. **Colorful, eye-catching, and fun**

Workshop-in-a-Box

Here LA will develop materials for a workshop-in-a-box, allowing City staff and other members of the project team (where budget allows) to hold additional conversations with community members. The workshop-in-a-box will include a presentation that provides an overview of the plan, an overview of active transportation, and an interactive activity to gather data for the plan. The workshop-in-a-box could engage specific groups such seniors and youth and can be held at regular standing community meetings. The benefit of using the workshop-in-a-box is that all of the inputs will be able to be compiled and aggregated, providing a single set of key takeaways. The project team will host one workshop-in-a-box facilitation training for City staff.

City staff will conduct up to 5 workshops-in-a-box at standing meetings in Oxnard. Workshop-in-a-box meetings should also be coordinated with pop-ups to encourage wider City participation. Based on conversations with local CBOs, the following groups may be considered for these workshops.

- Parent groups/local schools
- MICOP monthly mensuales
- Bike Ventura Youth Group in La Colonia
- 805 AAPI Solidarity
- BLM Ventura

Potential Outreach Locations

Based on conversations with Community-Based-Organizations, the following locations were recommended as potential sites for workshops, meetings, and publicity. The team will consider leveraging these locations during future outreach efforts:

- Bike Ventura community bike shop
- Centerpointe Mall
- Channel Island Harbor
- Local Oxnard parks
- Oxnard City College & CSUCI
- Oxnard Transit Center
- Port Hueneme Beach
- MICOP monthly mensuales
- Soccer games (e.g. at Del Sol Park)
- Swapmeet at Ventura College
- The Collection

Workshops & Demonstration Projects (Continued)

Workshop 1 - Visioning

Purpose

- Introduce the Sustainable Transportation Plan to Oxnard residents and community members.
- Generate overarching visions and goals.
- Identify geographic issue areas.
- Educate community members about sustainable transportation.

Engagement Concept

- A community generated art piece such as a mural or sculpture. Community members will respond to a question by adding to the art piece. The resulting piece will be a visual display of community goals and visions.
- Socially distanced interaction: A QR code will be on display for participants to respond to the same prompt via their mobile device. The project team will add to the art installation for QR code participants.

Location

- Centrally located area with high foot traffic, ideally in partnership with another event or festival.
- Locations to be suggested by Focus Group.

Duration

- 1/2 day (4 hours) at event or festival.
- Or 3 high foot traffic locations in different neighborhoods, 2 hours each (6 total hours).

Workshop 2 - Refinement

Purpose

- Test draft project ideas & vet preliminary designs with the community.
- Build project awareness, drive people to the project website to interact with an online map.

Engagement Concept

- Tactical build out of up to 2 design concepts with temporary informational signage and opportunities to provide feedback. The tactical build out will be a 1/2 day pilot installation.
- Socially distanced interaction: Self guided walking tour with temporary signage displaying example improvements to the street. Participants respond to prompts via a text-to-vote response system. Community based organizations within the Advisory Committee will be activated to lead and engage community members to participate in the walking tour.

Location

- At up to 2 high priority intersections or blocks. This could be locations with high pedestrian and bicycle involved collisions, or locations naturally frequented by people.

Duration

- 1/2 day (4 hours) for tactical build out.
- 2 week period for self guided walking tour.

Workshop 3 - Prioritization

Purpose

- Prioritize proposed projects in the draft Sustainable Transportation Plan.
- Demonstrate a proposed project in the draft Sustainable Transportation Plan.
- Build project awareness and drive people to the project website.

Engagement Concept

- Tactical build out of a proposed project with interactive opportunities to prioritize proposed projects identified in the draft plan. The tactical build out will be a 1/2 day demonstration project and may be semi-permanent as budget and concept allows.
- Socially distanced interaction: Augmented Reality scenes in real space, where participants would be able to view (through a personal mobile device) three to five proposed recommendations in its setting in situ. Through this Augmented Reality interface, participants would be prompted to vote and provide thoughts about the proposed recommendations that come to life before their eyes.

Location

- At a proposed project location in the draft Sustainable Transportation Plan where people also naturally gather.

Duration

- 1/2 day (4 hours) for pop-up.
- 1 week period for Augmented Reality experience.

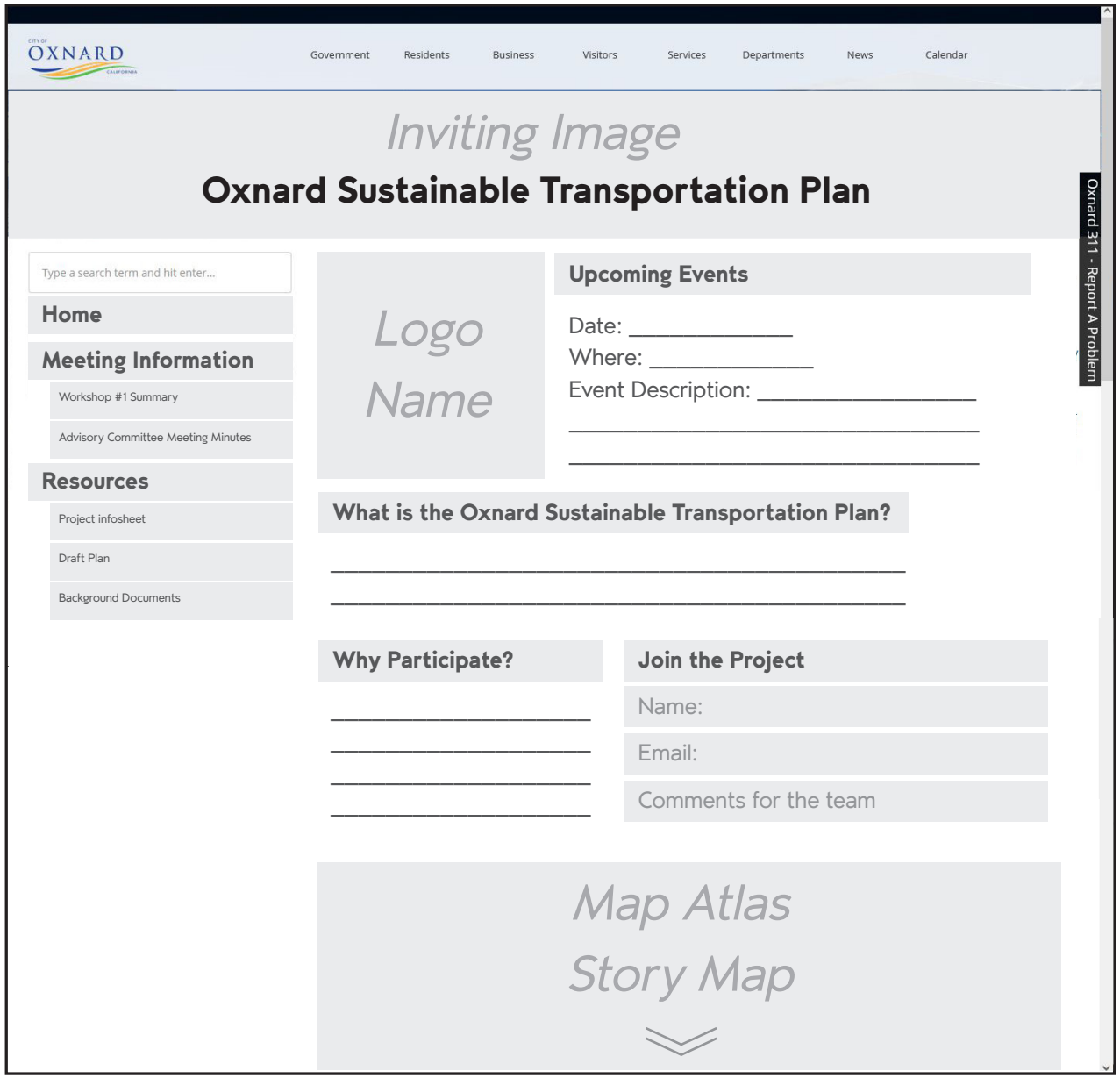
Project Website

Overview

The project website will be the go-to resource for the community. The purpose of the website is to disseminate information and provide project updates. The website will have a clean and clear look that is consistent with the City website layout and follows the established brand. The website will be hosted by the City. Kearns and West will support the development of the website. The website will be updated throughout the plan process to feature upcoming events, project updates, and resources. Website updates will occur five times throughout the plan process and will be coordinated with e-blasts, upcoming events, and key milestones. Copy and collateral for the website will be provided 2 weeks in advance of publication.

Map Atlas Story Map

The website will also hold an interactive Map Atlas, to be developed by Fehr and Peers. Visitors of the Map Atlas will be able to review findings from the existing conditions analysis, and provide location based comments for the project team. The prompt for the location based comments will be coordinated with workshop/demonstration project #1.



Promotion

Project Collateral

Various marketing materials will be prepared to publicize the project and raise awareness. Materials will be formatted as appropriate for large format boards, letter size prints, postcard takeaways, email pngs, and social media jpeg/gifs. Project infosheets, workshop collateral, and templates for e-blasts and social media posts will also be designed.

E-Blasts & Social Media

Six e-blasts will occur throughout the duration of the plan. E-blasts will provide project updates, notifications, and promote upcoming workshops via established email listservs and the stakeholder list included in this Engagement Plan. The campaign will also include social media posts to Facebook, Instagram, Twitter, and Nextdoor. The Focus and Advisory Groups will also be activated to send collateral to their respective organizations and contacts. E-blasts will be sent 1 month in advance of workshops and another could also be sent 1 week prior to events as a follow up reminder. Kearns and West will create and manage publicity and the City will disseminate the information. Social Media content, including graphics, copy, and date/time of publication will be provided to the City one week in advance of publication date.

Example Social Media Posts

1. Project Kick-off

The City of Oxnard is working on a plan to improve the experience for people walking and biking. Come build a community art piece at our first workshop! Visit *bit.ly/OnxardSTP* for more for info.

2. Workshop #2

Come check out a temporary installation of example infrastructure improvements and let us know what you think. Can't make it? Take a self guided walking tour and text to vote your support for project ideas.

3. Workshop #3

Mark your calendars! Let us know which projects are your top priority and visit us as the next workshop. You can also experience the projects in Augmented Reality!

4. Project Update

Development of the City of Oxnard's Sustainable Transportation Plan is underway! Your input is an important part of the plan and is influencing project decisions. Here's what we heard so far... (Outreach summary)

5. Draft Plan

Take a look at the draft Sustainable Transportation Plan! Let us know what you think.

6. Final Plan

The final Oxnard Sustainable Transportation Plan is here! Here are next steps.

City Social Media Handles

City of Oxnard

https://www.oxnard.org/
https://www.facebook.com/CityofOxnard
https://www.instagram.com/cityofoxnard_official
https://twitter.com/CityofOxnard
https://nextdoor.com/city/oxnard--ca/

Oxnard Police Dept

https://www.oxnardpd.org/
https://www.facebook.com/OxnardPD
https://www.instagram.com/oxnardpolice
https://twitter.com/OxnardPolice

Oxnard Fire Dept

https://www.oxnard.org/fire-department
https://www.facebook.com/oxnardfiredepartment
https://www.instagram.com/oxnardcityfire
https://twitter.com/OxnardFire

Downtown Oxnard

https://downtownoxnard.org
https://www.facebook.com/DowntownOxnard
https://www.instagram.com/downtownoxnard
https://twitter.com/DowntownOxnard

Additional handles to be added by City. E-blast content will also be provided to the Focus and Advisory Groups to promote through their respective networks.

Key Organizations & Stakeholders

City Departments

- Community Development - Planning
- ER Division
- Engineering
- Fire
- GIS Coordinator
- Housing
- Parks
- Public Works
- Police
- Transportation & Mobility

Regional Agencies

- CA State Beach
- Gold Coast Transit District (GCTD)
- Metrolink
- Port Hueneme
- Ventura County
- Ventura County Air Pollution Control District
- Ventura County Economic Development Assoc.
- Ventura County Harbor
- Ventura County Public Health
- Ventura County Transportation Commission (VCTC)
- US Navy

Virutal Communities

- @805resourcecenter (Instagram)
- @Vivaoxnard (Instagram)
- Citizens for a Better Oxnard (Facebook)
- Oxnard INCO (Facebook)

Education

- CSU Channel Islands
- Hueneme Elementary School District
- Ocean-View Elementary School District
- Oxnard Adult School
- Oxnard College
- Oxnard School District
- Oxnard Union High School District
- Rainbow Connection Family Resource Center
- Rio Elementary School District
- School parent groups
- Ventura County Office of Education

Non-profits/CBOs

- 805 AAPI Solidarity
- Bike Ventura
- BLM Ventura County
- Central Coast Alliance United for Sustainable Economy (CAUSE)
- Conejo Valley Cyclists (Bike)
- Cycle Cal Coast (Bike)
- Community Advocacy Coalition
- Community Environmental Council
- Friends of Santa Clara River
- MICOP (Mixteco/Oaxaquenos)
- Onxard City Corps
- Oxnard Police Activities League
- Riverpark Neighborhood Council
- Sierra Club Los Padres Chapter
- The Nature Conservancy

Business Professional

- Chamber of Commerce
- Economic Development Collaborative
- Farm Bureau of Ventura County
- Oxnard Young Professionals Group (OXYP)
- Northrop Grumman Corporation

Other Institutions

- All Saints Episcopal Church
- Bethel AME Church
- Our Lady of Guadalupe Church
- Oxnard Community Food Pantry
- Oxnard Revival Center
- National Health Foundation
- Nyeland Promise
- SDA Community Health Services
- St John's Regional Medical Center
- UFW Foundation

Performance Metrics

Attendance:

- Focus Groups: 10+ participants
- Advisory Committee: 15+ participants
- Workshops: 50 inputs at each workshop
- Workshop-in-a-box: City attends at least 5 community presentations

Social Media Reach:

- Send e-blasts through social media outlets of at least: 3 community based organizations, 3 city agencies, 1 regional agency, and 1 educational agency

Publicity Frequency:

- Monthly updates to project website
- Monthly social media posts

Equity and Accessibility

- All workshop materials and collateral to include Spanish and in-person live translation
- Reach out to at least 2 youth organizations to establish partnerships
- All collateral material checked to comply with ADA standards
- Input tracked in final plan via summary diagram to show how community input informed final decisions
- Hold at least 1 of the workshop/demonstration projects in an underserved community

Project Brand

The project brand includes style, tone, layout, and graphic components and can be applied and developed for various project elements such as postcards, invites, and announcements, along with the draft and final Plan.

The brand mixes friendly and bright colors with illustrated accents. Clear, crisp local imagery is also integrated. A friendly family of icons is used to help readers navigate the plan document.

Logo

The project logo depicted right, uses a retro and playful font.

Project Brand (Continued)

Colors and Fonts

Colors in the brand are bright and poppy. Fonts are bold and easy to read.

1F2C5F *E3E65B* *82C55D* *EC008C*

Header 1: Franklin Gothic Heavy 50pt

Subheader: Gil Sans MT Bold 16pt

Body Text: Gil Sans MT 12pt

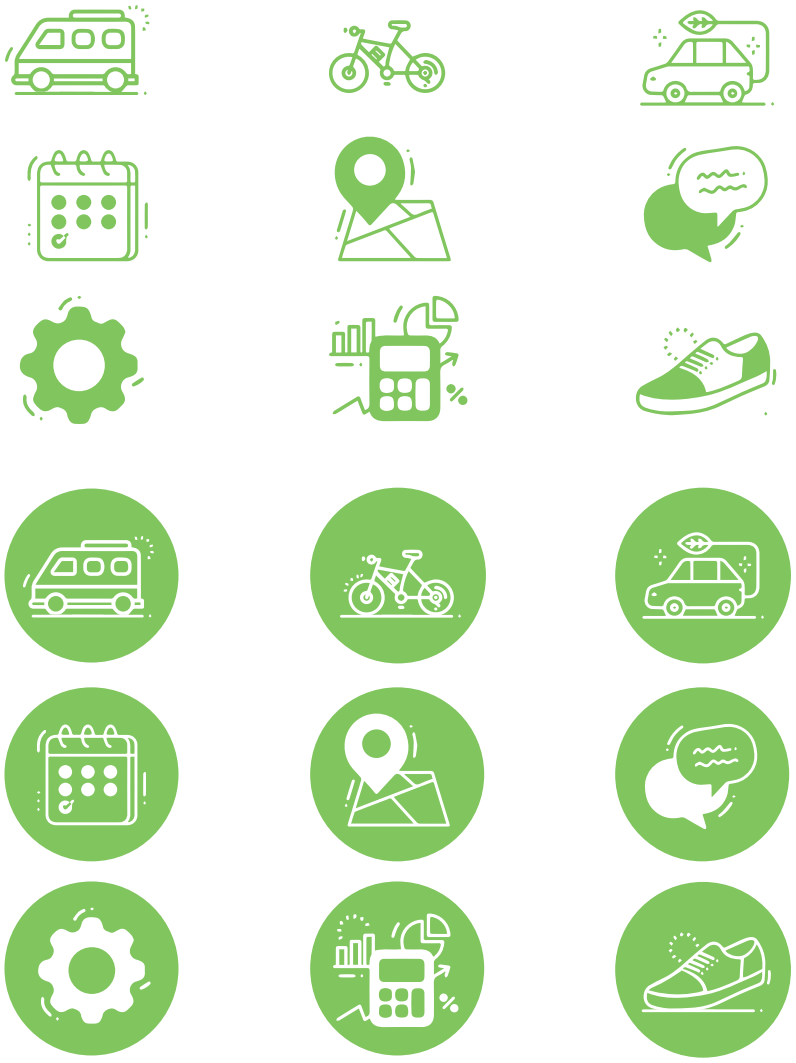
Project Brand (Continued)

Icons

Icons (right) help the reader find what they are looking for in the document.

Section Markers

Markers (below) are used to accompany illustrations or separate text.



Project Brand (Continued)

Photos

Use full bleed, high-resolution, Oxnard-specific images throughout the document.

Project Brand (Continued)

Layouts

Example page layouts are included below. Three column (two row) grid. Exaggerated text size variation for body and headers. White space is encouraged.

Chapter 2

Sustainability in Oxnard is multi-faceted.

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Health Benefits of Green Streets

Why Now?

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What is Active Transportation?

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Date X, 2021

Getting Around in Oxnard

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Example Projects

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What We've Heard

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Case Study 2

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Date X, 2021

Type 1	Type 2	Type 3	Type 4
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Scooter	Bus	Bicycle	Transit
Walk	Bicyle	Walk	Transit
Scooter	Walk	Bicycle	Transit
Walk	Scooter	Walk	Train
Bus	Walk	Scooter	Skateboard
Walk	Bicycle	Motorcycle	Drive
Walk	Bicycle	Transit	Train
Bus	Drive	Walk	Bus

How do Oxnard Residents Get Around Town?

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Date X, 2021

Appendix B

Community Engagement Summaries

Oxnard Sustainable Transportation Plan: Inter-Agency Charette

August 5, 2021

9:00AM – 11:00AM

LOCATION:

Microsoft Teams

9:00-9:10 Introductions

9:10-9:20 Project overview & goals

9:20-9:25 Goals of today's meeting

9:25-9:45 Existing conditions overview

- Plans & Policies Review
- Map Atlas & Existing Conditions

9:45-10:00 Break-out room discussions

Active Transportation and Safety

- Challenge of balancing goal to build cohesive community in coastal areas that support multimodal transportation with emergency evacuation demand (e.g., for tsunami).
- Challenges around educating students, especially college students, about sustainable transportation options.
- How to create a multi-modal transportation culture where the road is for everyone. Infrastructure improvements are not enough to encourage people to use sustainable transportation modes if there are real and/or perceived safety issues.
- Caltrans District 7 is working on a districtwide active transportation plan, which will include a Level of Stress analysis for state owned facilities.

Organizations Represented:

- Caltrans District 7
- City of Oxnard: Community Development, Housing, Public Works, and Fire
- City of Ventura
- County of Ventura, Public Works Agency
- CSU Channel Islands
- Gold Coast Transit District
- Hueneme Elementary School District
- Oxnard College
- Oxnard Harbor District (Port of Hueneme)
- Oxnard Union High School District
- Ventura County Transportation Commission
- Southern California Regional Rail Authority (Metrolink)

Transit and Electric Vehicles (EVs)

- Discussion around EVs are often focused on private or smaller vehicle fleets, but there will be a big push for funding and incentives made available for clean fuel medium and large freight vehicles.
- The Oxnard community supports expansion of EV infrastructure to improve access and for the potential to create cleaner air.
- Metrolink is working on providing more regular schedules to facilitate coordination with local bus service.
- Transit agencies' service is often affected by factors outside of their control, such as connections to transit stops, amenities around transit stops, and congestion (opportunity for bus lanes or transit signal priority).
- Land use practices need to be transit supportive (nexus of transportation and land use).

Green Infrastructure

- STP should describe opportunities to incorporate greening into current and new projects (citywide initiative and standalone projects).
- Best practices include planting native or adaptive trees, implementing urban greening innovations, and planning for maintenance.
- Green infrastructure should also be usable, such as providing walking paths.

--BREAK--

10:05-10:30 Break-out room report-back

10:30-10:55 Mapping activity

- Link to interactive web map to leave comments: https://arcg.is/0f4Pj1
    - Please provide feedback by 8/13/21
    - If you have any questions about using this web map, you can reach out to Rachel Om (r.om@fehrandpeers.com)

10:55-11:00 Next steps

- Provide any additional input on the Oxnard STP engagement strategy (e.g. community organizations to reach out to) to Debbie O'Leary (debbie.oleary@oxnard.org) or Chelsea Richer (c.richer@fehrandpeers.com) by 8/13/21
- If you are interested in joining the Project Advisory Committee, please let Debbie or Chelsea know by 8/13/21

City of Oxnard Sustainable Transportation Plan: Advisory Committee
Meeting 1 Summary

1. Introduction

The City of Oxnard (City) is preparing a Sustainable Transportation Plan (STP), which will pair prior multi-modal transportation planning efforts with extensive community engagement to form an implementation plan towards a sustainable mobility future for people who live, work, and visit Oxnard. As part of the process, the City has established an Advisory Committee to provide input on preliminary project ideas, project alternatives, and draft plan. The Advisory Committee is comprised of agency representatives, city departments, and at large stakeholders.

2. Objectives

The objectives of the first Advisory Committee meeting were to:

- Gather input on proposed outreach activities, including Pop-up Workshop 1.
- Receive feedback on critical elements of the Community Engagement Plan.
- Establish Advisory Committee protocols.
- Identify best practices for engaging communities, including identifying needs, ideas, and goals for engaging their communities.
- Identify current community efforts and topics of interest among stakeholders and CBO's.

3. Participants

The following organizations participated in the Advisory Committee on December 1, 2021:

- Tim Bochum, City of Oxnard Public Works Department, Transportation & Mobility
- Gilbert Downs, Oxnard College
- Scott Brewer, City of Oxnard Fire Department
- Kathleen Mallory, City of Oxnard Planning Department
- Caleb Brock, Caltrans
- Giles Pettifor, Port Hueneme
- Amanda Fagen, VCTC Planning
- John Puglisi, Rio School District
- David Huang, Metrolink
- Austin Novstrup, Gold Coast Transit
- Benjamin Medina, Caltrans

The following organizations were also invited but were unable to attend:

- Elsa Brown, City of Oxnard Housing Department
- Derek Towers, City of Ventura
- Claire Grasty, VCTC Transit
- Celina Zacarias, CSU Channel Islands
- Corina Cherry, Oxnard Union High School District
- Joe Hilton, Hueneme School District
- Glenn Derossett, Ventura County

4. Format

The Advisory Committee meeting #1 primary purpose was to introduce the Advisory Committee members to the STP, the committee's purpose, and role in the overall project process. During the meeting, Advisory Committee members were prompted to ask questions & provide feedback on specific components of the project.

The following topics were covered as part of the meeting agenda:

1. Project Overview
2. Advisory Committee Protocols
3. Outreach Strategy
4. Framework Report Update

5. Major Themes

The following section identifies major themes identified in the discussion.

Outreach Strategy

Planning Coordination

The City should consider all local and regional planning efforts and coordinate, if possible, this includes the Oxnard General Plan Update and the Ventura County Comprehensive Transportation Plan. Advisory Committee members noted that improved coordination could benefit all planning projects. Coordination can help address confusion among community members that do not know how to differentiate among planning projects, which causes participation fatigue. In addition, improved communication could improve data distribution among the various planning efforts.

Engagement Opportunities

Engagement opportunities should be tailored to reach youth, use of technology, and incorporate including QR codes & project websites. In addition, there are opportunities for partnerships with schools and youth centers by developing curriculums and programs that introduce planning efforts to students.

Priority Areas

Advisory Committee members noted that access is a core question: understanding who gets to ride & who doesn't. It was shared that there needs to be a general understanding that specific areas in the community areas will be prioritized over others both for service and access.

Framework Report

Project Opportunities

The project team should consider clean energy, housing infrastructure, habitat restoration, open space planning, cool streets, and sea-level rise. There are potential funding opportunities with cross-jurisdictional projects in these identified areas.

Density and Development

Parking management should be consistent with preferred development and density practices that reduce single-passenger trips.

Safety

Safety is a reoccurring theme important for the STP. Advisory Committee members shared that safety includes street lighting for pedestrian safety and student safety. As a note, the Oxnard STP project is coordinating efforts with the ongoing Oxnard Local Road Safety Plan project.

6. Next Steps

- The project team will share the Framework Report with Advisory Committee for feedback.
- The project team will provide the Advisory Committee with advertising materials for the upcoming outreach efforts.

City of Oxnard Sustainable Transportation Plan: Advisory Committee
Meeting 2 Summary

1. Introduction

The City of Oxnard (City) is preparing a Sustainable Transportation Plan (STP), which will pair prior multi-modal transportation planning efforts with extensive community engagement to form an implementation plan toward a sustainable mobility future for people who live, work, and visit Oxnard. The project team facilitated its second Advisory Committee meeting to provide an update on outreach activities and gather input on draft priority locations and prioritization criteria. The Advisory Committee is comprised of agency representatives, City departments, and at large stakeholders.

2. Objectives

The objectives of the first Advisory Committee meeting were to:

- Gather input on outreach activities, including Pop-up Workshop 1, Advisory Committee 1, and Focus Group 2
- Receive feedback on Draft Priority Locations & Categories
- Receive feedback on Prioritization Criteria
- Review and receive feedback on Sustainable Transportation Strategies

3. Participants

The following organizations participated in the Advisory Committee on March 14, 2022:

- Scott Brewer, City of Oxnard Fire Department
- Caleb Brock, Caltrans
- Gilbert Downs, Oxnard College
- Amanda Fagen, VCTC Planning
- Claire Grasty, VCTC Planning
- David Huang, Metrolink
- Austin Novstrup, Gold Coast Transit
- Kathleen Mallory, City of Oxnard Planning Department
- Benjamin Medina, Caltrans
- Giles Pettifor, Port Hueneme
- Margaret Schoep, Gold Coast Transit
- Ricardo Vasquez, City of Oxnard Police Department

4. Format

The Steering Committee Meeting #2 primary purpose was to provide Steering Committee members with an update on outreach activities and gather feedback on priority areas and criteria process. During the meeting, steering committee members were prompted to ask questions & provide feedback on specific components of the project.

The following topics were covered as part of the meeting agenda:

1. Project Team Welcome and Introductions

2. Report Back: Report back: Pop-up Events, Advisory Committee, & Focus Group 2
3. Draft Priority Locations
4. Prioritization Criteria
5. Sustainable Transportation Strategies
6. Next Steps

5. Major Themes

The following section identifies the questions and comments identified in the discussion of each topic.

Outreach Activities

Pop-Up Events

No comments or questions were asked about the Pop-up events held in December 2021.

Advisory Committee 1

No comments or questions were asked about the Advisory Committee 1 debrief presentation.

Focus Group 2

No comments or questions were asked about the Focus Group 2 debrief presentation.

Draft Priority Locations

The project team presented the process of how draft priority locations were identified. The project team explained that draft priority locations were identified by reviewing existing planning and policy documents, community engagement input, and data sources. The project team then provided an overview of draft priority locations by previewing a virtual map of all identified locations.

Questions and comments from the Advisory Committee are highlighted below.

- Are maps reflective of community feedback?
- Does the existing residential priority areas match community feedback?
- Has the project received specific feedback reflected in the current map?
- Outreach teams for Port Hueneme have been doing outreach in the south part of the City and have gathered 500 resident surveys on community priorities and issues. Parking and street lighting have been identified as community priorities.
- Ventura County Transportation Commission (VCTC) completed surveys asking residents to identify areas of concern and many of the responses were in Oxnard.
- Gold Coast Transit is working on a bus stop improvement plan. Staff will share preliminary data from this plan.
- Struggle with the relationship between commercial and industrial. There are industrial areas that have high employment numbers.
- There is a need to facilitate conversations around the transition to clean energy for all employers in the City.
- Gold Coast Transit: Short Range Transit Plan included harbor and beach routes, but there were challenges with transit ridership.
- Consider the 2017 Countywide Bicycle Plan, as it looks at regional connectivity and has a good list of projects and priorities.
- Establish connections to Point Magu, as it is a significant employment area of the region.
- How was Wooley Rd. identified as a transit corridor?
- The goal of identifying Wooley Rd. as a transit corridor was to consider access to the beach.

Prioritization Criteria

The project team presented the process of identifying priority locations and locations for concept designs. The team shared draft criteria and asked the Advisory Committee what other things should be considered when determining locations for concept design.

Questions and comments from the Advisory Committee are highlighted below.

- The project team might consider proximity to other services. Project proximity might not necessarily include transit services and other services.
- Making improvements where existing services already are can be more productive and helpful than stretching out. For example, transit aims to maintain frequency and quality of service versus higher distribution with low quality.
- What information does crash history include?
- Injury collisions include vehicle to vehicle and vehicle with pedestrians and bikes.
- Regional connectivity is a high priority for Ventura County.
- Constructability should also be considered as part of the prioritization process. Consider what projects are easier to complete.

Sustainable Transportation Strategies

The project team shared potential infrastructure and policy/program strategies considered as part of the draft plan. The project team highlighted some of these strategies.

Questions and comments from the Advisory Committee are highlighted below.

- How does the project incorporate parking with active transportation? Implementation of some strategies can result in the loss of parking.
- The project team will consider parking as its identifying strategies.
- Is sea level rise considered as part of this project?
- We need to prioritize the transition to zero-emission equipment and infrastructure, including transitioning school buses from diesel.
- Is there consideration of routes to school bus stops?
- The City has a Safe Routes to School program kicking off to address this topic.
- What are the building and safety standards considerations for EV stations? Is the project team considering ADA building standards?

6. Next Steps

- The project team will share the draft priority areas for feedback.
- The project team will be launching a demonstration project in May 2022. Information regarding the demonstration project will be shared with the Advisory Committee.
- Concept plans for the seven priority locations will be identified in Summer 2022.
- The draft plan will be shared in Fall 2022. The Advisory Committee will be notified when the draft plan is ready for review.
- The second demonstration project will be launched in Fall 2022.

City of Oxnard Sustainable Transportation Plan: Advisory Committee 3

Meeting Summary

1. Introduction

The City of Oxnard (City) is preparing a Sustainable Transportation Plan (STP), which will pair prior multi-modal transportation planning efforts with extensive community engagement to form an implementation plan towards a sustainable mobility future for people who live, work, and visit Oxnard. The community engagement process included establishing an Advisory Committee to provide input on preliminary project ideas, project alternatives, and draft plan feedback. The Advisory Committee is comprised of agency representatives, City departments, and at large stakeholders.

As part of the process, the City held the third and final meeting with the Committee on October 11, 2022. This meeting was an opportunity for the City to share Project updates, gather feedback on priority location recommendations, and share information on upcoming engagement activities.

The third Advisory Committee had the following objectives:

- Share updates on the Sustainable Transportation Plan.
- Gather feedback and considerations for priority locations.
- Provide information on upcoming engagement activities, including Demonstrations Project #2

2. Participants

The following individuals participated in the third Advisory Committee on October 11, 2022.

- Scott Brewer – City of Oxnard: Fire
- Caleb Brock – Caltrans
- Corrina Cherry – Oxnard Union High School District
- Gilbert Downs – Oxnard College
- Amanda Fagan – VCTC Planning
- Claire Grasty – VCTC Transit
- David Huang - Metrolink
- Jasmin Kim - City of Oxnard: Community Development Department
- Austin Novstrup – Gold Coast Transit District
- James Santiago – Caltrans
- Derek Towers – City of Ventura

3. Advisory Committee Agenda Topics

The following section highlights agenda topics covered during the Advisory Committee and input gathered at each section.

Project Recap

The project team provided a recap on Demonstration Project #1 that took place in May 2022. The information included details on the pilot project installations and activities. In addition, the team shared key themes identified by community members on the Walk Audit conducted in June 2022. A separate summary of the Walk Audit is available on the project website. The following section identifies comments and questions from Advisory Committee related to Demonstration Project #1 and the Walk Audit:

- Are there any bike lanes painted in green?
    - The project team shared they observed green conflict striping with a dash pattern for bike lanes approaching several intersections. The City shared they are using green conflict striping for new bike lanes.
- Can crosswalks be painted in different colors? Participants shared they have seen crosswalks painted in colorful/artistic designs and wondered how this could be achievable.
    - The main observations on the walk audit were the standard white crosswalks and the yellow crosswalks near schools. The presenters shared that colored crosswalks and intersections are something they are currently exploring with the City.
- Would it be possible to have a recommendation that roadway designs enact the NACTO (National Association of City Transportation Officials) standards moving forward? I believe the City still uses the MUCTD (Manual on Uniform Traffic Control Devices for Streets and Highways) engineering guide.
    - Presenters made a note of this comment and will incorporate this recommendation into the guide.

STP Report Outline

The project team provided a brief outline of the Sustainable Transportation Plan Report, highlighting the catalog of enhanced streetscape elements. Elements included: transit stop amenities, green street components, intersection treatments, complete street design elements, bicycle facilities, sidewalk facilities, and mobility hubs. Members from Fehr and Peers posed questions to the group to help gather more information on each of the elements. The following section identifies comments and questions from Advisory Committee.

Transit stop amenities: What are transit riders asking for?

- During the walk audit, the STP team identified shade improvements to transit stops, adequate and accessible seating, and lighting as priorities for transit riders. The STP team also observed there were instructions on how to access real-time information in the information panels that previously held static timetables.
- Gold Coast Transit District shared that they received requests for the printed schedule when they first rolled out the real-time information, but passengers eventually transitioned to using the real-time information via the application.
- A participant noted that cell phone reception is weak near Oxnard College and along the route between Oxnard College and CSU Channel Islands.

Complete street design elements, bicycle facilities, sidewalk facilities: What have you seen elsewhere that you would like Oxnard to consider?

- For complete street design elements, the group suggested the City consider installing solar panels and charging on lighting posts and shade structures. In addition, they recommended

implementing more traffic calming measures, wider bulb-outs near crosswalks, and bus bulbs to give existing narrow sidewalks more space.

- For bicycle facilities, the group shared that bike racks, lockers, and fix stations should be a priority, especially near bus stops.
- For sidewalk facilities, the group recommended more access to trash receptacles, bus signage that includes a schedule panel with multilingual information, artful bus stops (either by utilizing new design concepts and colors), and landscaping on sidewalks as priorities.
- The group commented on opportunities to include more signage related to inundation, evacuation, and tsunami warnings.

Green street components: Examples of urban greening?

- The group suggested native landscaping, which is made up of native trees and plants that can survive without high maintenance, as examples of urban greening.

Mobility hubs: What are the conversations around micro-mobility in your jurisdiction?

- The group discussed the existing Caltrans project to identify potential mobility hubs. A major topic included energy: how can we implement more solar panels and considerations for electrification at mobility hubs?

Facilitators allowed time for any additional items to be discussed. The following topics were brought up by the Advisory Committee members.

- Tourism: It would be a good idea to create a bus route that could be used by residents, but also involve tourists to attract visitors to the City and specific destinations.
    - The project team invited agencies in the meeting to give an update on the Micro Transit Pilot Project. Gold Coast Transit project shared they are still working on the pilot but are considering Oxnard College and the mall as two primary nodes.
- First/last mile connection strategies
    - Gold Coast Transit Project conducted a study for first/last mile connection strategies that was focused on Naval Base Ventura County.

Priority Locations

To guide the discussion, the project team shared the criteria used to identify priority locations. For each of the seven locations identified, the project team addressed the corridor focus, land use, and mobility categories, and posed questions to the group for more insight on the key challenges. Due to time constraints, this section did not receive feedback from participants during the session. The Advisory Committee was encouraged to send additional input after the meeting.

Demonstration Project #2

The project team shared their experience drafting the proposals and the education that went into talking to the community about street design benefits, including shared goals for the second demonstration project which will take place on November 19th at the intersection of C Street & Maywood Way, in front of St. Anthony's Church. The demonstration project will be an opportunity for community members to learn about proposed improvements on the priority corridors and provide feedback on the improvements. Participants were asked to share their thoughts after the meeting. The Advisory Committee asked the team to consider how to involve community members who cannot physically be at the demonstration

location and the possibility for online surveys. The project team shared they will have an online page available for people to submit comments so they can engage in the process.

4. Next Steps

The project team shared the next steps for the City of Oxnard STP, which will include providing post Advisory Committee meeting feedback, Demonstration Project #2, and providing the group with additional updates on the STP report.

City of Oxnard Sustainable Transportation Plan: Focus Group 1

Findings and Strategy Recommendations

1. Introduction

The City of Oxnard (City) is developing a Community Engagement Plan (Plan) for the Sustainable Transportation Plan (STP). As part of the process, the project team led a focus group with key community-based organization stakeholders who work with communities in Oxnard. The project team identified the stakeholder participants for the focus group and coordinated invites to each. The focus group served as a listening session to gather initial thoughts on goals, visioning, and input on outreach methods and strategies.

2. Objectives

The Focus Group had the following objectives:

- Build and deepen existing relationships with community-based organizations and the City.
- Identify communities that have been historically left out of planning processes and environmental justice communities in Oxnard.
- Build best practices for engaging residents and the communities historically excluded from planning processes.
- Identify best practices for engaging communities, including identifying needs, ideas, and goals for engaging their communities.
- Share the Sustainable Transportation Plan process and Community Engagement Plan.
- Receive feedback on the Community Engagement Plan.
- Identify current community efforts and topics of interest among stakeholders and CBOs.
- Develop goals and objectives for the STP.

3. Participants

The following organizations participated in the focus group on September 15, 2021.

- Central Coast Alliance United for a Sustainable Economy (CAUSE)
- Community Environmental Council (CEC)
- Ventura County Farmworker Resource Program
- Mixteco Indígena Community Organizing Project (MICOP)
- Bike Ventura

4. Question Guide

To guide the discussion, the project team developed a set of guiding questions to gather relevant information. The meeting format also allowed participants to ask the project team questions about the community engagement plan and draft strategies.

Guiding Questions:

1. What values or principles should the City incorporate as a part of this community engagement process?
2. Who is important to engage as part of these plans? Are there specific underserved communities/neighborhoods that should be involved?
3. How have you engaged with your community? Has it changed since Covid? Are there good events/locations where you engage with people?
4. Have you participated in other ongoing city efforts like Bike Ventura's Clean Mobility Needs Assessment, CAAP, Oxnard Housing Element, and Oxnard LRSP? If not, why not?
5. Are there ways to meet broader community needs within the outreach effort? How do we honor the work of others?
6. Are there specific organizations or groups that should be involved in this process?
7. How would you like to see your input carried forward?

5. Focus Group Findings

The following section identifies key findings from the focus group.

- Community engagement needs to consider inclusivity as a primary value by understanding and accounting for the diversity of social groups with different languages, customs, and practices.
- Community engagement should prioritize quality over quantity. Participants shared that by focusing on developing relationships with community members, community engagement could result in richer information.
- Community engagement requires building meaningful relationships with communities; this includes building trust with community members.
- Not all community organizations have a formal online presence, such as websites and official email addresses. Community engagement should also include reaching out to community leaders and groups via social media (e.g. Facebook groups and/or Instagram profiles).
- The project should develop mobile engagement tools to allow the team to visit community spaces such as parks, swap meets, and other public spaces.
- The project team should consider cultural events of different indigenous communities, this includes religious holidays and other dates of special significance.
- The community has technology barriers; the project team must identify ways to share information that utilizes other communication channels.
- Consider community literacy and language in public-facing materials developed to promote and engage the community. For some indigenous community members, their primary language is not Spanish or English. The project team will need to develop materials in other indigenous languages and mediums, such as audio and visual. Inclusion is not just translation but consideration in the creation of these materials.
- Do not rely on project websites as the sole source of information; not everyone will access a project website. The project team will need to consider how we promote the project through other channels.

6. Strategies Recommendations

The following section identifies strategies that participants of the focus group identified as best practices.

- Utilize meeting formats that promote one on one interaction. The engagement strategy should focus on using activities that allow community members to interact with project staff.
- Identify places and spaces where the community can be engaged, use a model that makes engagement mobile, and focuses on creating relationships and project visibility with the community at large.
- Prioritize verbal comments, when possible, this can help make all activities inclusive regardless of language and literacy.
- Establish clear messaging that tells community members why they should be involved and how their input will translate into the final plan.
- Utilize audio and video messages for community engagement outreach and promotion to address literacy inclusion.
- Design a project website that considers the use of translation in its format. The project team will need to make navigation simple and clear and accessible via mobile devices.

City of Oxnard Sustainable Transportation Plan: Focus Group 2

Meeting Summary

1. Introduction

As described in the Community Engagement Plan for the Sustainable Transportation Plan, the STP project team led a second focus group as part of ongoing engagement for the community-driven STP. Focus Group #2 was an opportunity to share the feedback gathered in the first round of pop-up events and collect feedback on upcoming activities, including priority location identification and demonstration workshops. The second focus group took place virtually with community-based organizations.

2. Objectives

The Focus Group had the following objectives:

- Share input gathered through initial engagement activities.
- Gather feedback on prioritization criteria for priority locations.
- Gather input on locations for the first demonstration project.

3. Participants

The project team sent invitations to individuals and groups on the project stakeholder list, including participants from the first focus group. The following organizations participated in the focus group on February 28, 2022.

- Community Environmental Council (CEC)
- Ventura County Farmworker Resource Program
- Mixteco Indígena Community Organizing Project (MICOP)

4. Focus Group Agenda Topics

The following section highlights agenda topics covered during the focus group and input gathered at each section.

Pop-Up Events Recap

The project team provided a report on the two pop-up events on December 12, 2022, and December 18, 2022. The information included general findings and responses gathered at both events. The following section identifies comments and questions from focus group participants.

- Was it hard to engage people while at The Collection? What type of effort was needed to have people interact with the pop-up event?
    - The project team shared that the pop-up events were planned to take place at places where people would already be rather than asking people to come to a separate STP-focused event. The project team also noted that much of the success of the events came from staffing that included community organizers from MICOP. The overall strategy for the pop-up events relied on making participation as easy as possible for all residents.

Advisory Committee Recap

The project team provided an overview of the Advisory Committee and its function. The overview also included a review of comments and themes from the first advisory committee session. The following section identifies comments and questions from focus group participants.

- What is the composition of the Advisory Committee? How can people be involved?
    - The project team shared that the Advisory Committee is composed of representatives from City departments and neighboring agencies. It was noted that the next Advisory Committee session would review the same content shared during the focus group.

Priority Locations

To guide the discussion, the project team started by reviewing the STP goals and initial process to identify priority locations for conceptual designs. The project team shared location categories, noting the land use and mobility categories used to categorize the Framework Report. Focus Group participants then had the opportunity to review map data to share comments or questions on the identified locations. The following section identifies comments and questions from focus group participants grouped by topic.

Commercial

- Extend area designated as Downtown Oxnard to include Plaza Park as it's a space frequented by many residents.
- Downtown Oxnard should be designated as a commercial area.
- Include Oxnard College for the community market. The location serves as a commercial space for residents when the market operates.

Transit

- What are the high ridership transit routes? There might be a need to compare where people want to go and can go. Ridership data might not reflect desired routes in the city.
- Due to transit service limitations, organizations like MICOP must coordinate meeting dates and locations. For example, they do not hold meetings on Saturdays because there is no transit service to their meeting location, along Gonzales Road between Patterson and Gallatin.

Safety

- Gonzales Road is a major street racing corridor. There are safety concerns associated with high speed on this corridor. Community members have reported collisions to community organizers.
- There are concerns with vehicle speeds on Ventura Road.
- Oxnard Blvd and Camino Del Sol have narrow sidewalks.
- Street parking limits visibility of pedestrian crossing the street, such as around Panaderia Vanessa, where many children go to get bread in La Colonia.
- There are many narrow streets in La Colonia.
- The City added a fence between Cooper and 1st, parallel to Oxnard Blvd, to prevent crossing over the train tracks.
- Youth are finding alternative routes to locations like The Collection that might not be safe.
- There is a need to increase the visibility of youth walking and biking for roadway and life safety. There have been reports of children being abducted walking to/from school.

Prioritization Criteria

The project team also shared that the project would need to establish a prioritization process to identify priority locations. Focus Group participants were asked to consider what prioritization criteria should be used. Participants were asked to share their thoughts after the meeting. The following section identifies comments and questions from focus group participants.

- Prioritization criteria process should include outreach to disadvantaged/underserved communities and people who are ESL and/or farmworkers.

Demonstration Project

The project team then overviewed the demonstration project. The demonstration project was presented as a tactical build-out of a proposed project with interactive opportunities to prioritize proposed projects identified in the draft plan. Staff previewed potential project interventions and highlighted specific benefits from each of the different concepts. Participants were asked to consider ideas for possible locations for a demonstration project. The project team noted that input would be gathered from focus group participants as a follow-up to the focus group.

5. General Comments and Questions

The following section identifies additional comments shared by participants.

- Community engagement needs to consider inclusivity as a primary value by understanding and accounting for the diversity of social groups with different languages, customs, and practices.
- The project will need to consider the applicability of specific EV and micro-mobility strategies in the Oxnard community. Focus group participants noted that while these strategies might be well received in other communities, current issues should be addressed before planning for future technology in Oxnard.
- There are locations in Oxnard that are not accessible to those that use transit, including the beach.
- County efforts related to Farmworker housing should also be considered. Ventura County is currently starting a farmworker housing study that could relate to transportation improvements. (https://vcrma.org/vc-farmworker-housing-study)

6. Next Steps

- Follow up on Demonstration project locations ideas.
- Gather input on prioritization criteria for prioritizing location.

Oxnard Sustainable Transportation Plan

Meeting in a Box Summary

March 2022

HERE held three calls/presentations with stakeholders and notes from two of the calls are included below, first with Erin Morgan, from the Oxnard Food Corps non profit, who manages health programming at Oxnard Schools and then with four representatives from BikeVentura. Please note HERE also presented the STP at the Healthy Ventura quarterly meeting and reached a few dozen people during this presentation, but we did not get a chance during that session to hear feedback, rather instead information was shared about the Plan.

Food Corps: Erin Morgan

- Juanita Avenue is a critical corridor that should be enhanced - at the back of Chavez School, Our Lady of Guadalupe church and school, and Frank Academy, Ramona Elementary, and Green Valley Children's Center.
    - This street is important and is a major connector for all of these schools
    - It is also a major drop off location for the bus stops
    - Lots of families walk on this street
    - There is limited visibility due to parked cars
    - Kids get released from many different gates along the street
    - People drive fast on the road
    - The street is not safe for kids to bike or scooter. The street is also narrow so it does not feel safe riding a bike.
    - Critical intersections: Juanita/Colonia and Juanita/Cooper. These are not safe and need crossing improvements.
- In general, La Colonia is a key community to prioritize for improvements because people walk everywhere. Crosswalks need to be updated. There should also be "Slow School" signs throughout the neighborhood at and near schools.
    - Three key thoroughfares through La Colonia include: First Street, Cooper Road, and Colonia Road. These streets have many parked cars and activity, which make it unsafe for people walking. Improved crosswalks at these locations would be critical.
    - In general, there also aren't that many trees in the public realm in the neighborhood. Trees should be prioritized. It is very hot and there are bare sidewalks.
    - Because it's such a walking community, there is a lot of trash and this needs to be addressed.
    - Given the price of bikes, focus on sidewalk improvements before enhancements for people riding bikes.

Bike Ventura: Larry Abele (Board member), Linda Quiquivix (Interim ED), Jabbar Wofford (Board member), Jim Danza (frequent rider and teach at Oxnard College, Chair of the friend of Santa Clara River)

- A key goal of the Plan should be to connect the city to the river. This was one of the top things mentioned in the Recreation Plan done a few years ago (people feeling disconnected from open spaces and natural spaces).
- The south end of Oxnard needs to be better connected to the north (e.g. to the Collection and River Park). It is not safe to currently ride south to north and vice versa.
- In addition, Oxnard needs a more complete grid to encourage a safe bike environment. This includes closing gaps and full east/west and north/south connections.
- The farms are connected by roads without bike lanes and without shoulders. Bike lanes should be focused to connect the rural parts of Oxnard, so that working class people can use the facilities. Public transit does not serve these areas, so the only option is to use automobiles currently.
- Oxnard roads do not need four lanes and more. This Plan should be connected to the City's Street Standards, not separate from them, to make sure that these improvements for walking and biking are standardized.
- We need less travel lanes, not more, but take care to preserve parking around people's homes, since this is a community priority for lower income residents.
- The Plan must prioritize Class IV bike lanes and protected facilities.
- In terms of where to start, start with the Downtown business district and getting people to shops and destinations.
- The railroad goes to the Collection. Put in a bike facility here. This is an example of an easy fix in the sense that there is a lot of unused right-of-way space there.
- Bike lanes can encourage gentrification; the team should address this head on in the Plan.
- The Plan should teach the public and help to build political will. You need to tell people what they can have. Show examples from around the world.
- Plan priorities (Qui Qui): Drought tolerant greening, trees for shade and cooling, permeable roads, bioswales, show streets/speed limits, and bicycle and public transportation infrastructure (including bus shelters).
- Plan priorities (Larry): Greening is very important, amenities and improved intersections/safety for children, secure bike parking, signal step platforms (so you don't have to get off your bike seat).
- Plan priorities (Jabbar): Bioswales to retain and infiltrate rainwater, trees, and protected bike facilities.
- Plan priorities (Jim): Trees, cooling, and shade, along with protected bike facilities.
- Five points is a critical area to focus on safety improvements.
- Consider allowing biking on the sidewalk, where it makes sense and where no safe facilities exist.

Miro Board Exercise and Findings

Exercise 1 of the online activity gathered information on which street improvements stakeholders believed that the City of Oxnard needed the most. Protected bike lanes and shade trees/greening were top priority for all participants. Permeable pavers also ranked high among participants. Half of the participants wanted to see more bike parking, bus shelters, the introduction of slower speed limits, and car charging stations. One participant included native plants, public sculptures, bike intersection improvements, and safety improvements around schools.

Exercise 2 of the online activity gathered information about which key destinations should be better linked within the City of Oxnard. Three participants responded to this exercise. Two of the three participants stated that Centerpoint Mall should be better connected to the beach, and Downtown Oxnard should be better connected to Oxnard College. Other linkages mentioned included:

- Oxnard Transit Center to the South Oxnard Library
- Oxnard Transit Center to the beach
- Channel Island Harbor to Oxnard College
- Centerpoint Mall to the Rose Shopping Center
- South Oxnard to farms
- Channel Islands Road from College Park to the Harbor

Exercise 1 Infographic

The infographic below shows the types of improvements that were most desired by participants. The larger the circle, the more times the specific improvement was mentioned.

Appendix C

Cost Estimates

Catalog of Enhanced Streetscape Elements: Cost Estimates

These cost estimates do not include installation costs and are intended to provide a general order of magnitude, but actual costs will vary depending on the specific project context and timing.

Mobility Element	Cost Estimate
Bike Racks	Varies based on the number of bike parking spaces: $200 (one bike rack) to $1,000 (bike corral)
Enhanced Bike Infrastructure	• Bike Lane: Class II Bike Lane Striping: $2 per linear foot • Buffered Bike Lane: $2 - $10 per linear foot; $85 per soft-hit post • Green Conflict Striping: $10 per square foot of green paint • Bike Box (Two stage left turn): $10 per square foot of green paint • Protected Intersection: $90 per foot of curb and gutter
Enhanced Pedestrian Infrastructure	• New Sidewalk (Fill Gaps) and Sidewalk Widening: $25 per square foot • Upgraded Curb Ramps: $4,000 each (including new detectable warning surface)
Enhanced Markings at Crossings	• Advance Stop Bar: $5 per linear foot • Advance Yield Markings: $20 per linear foot • Artful/Creative Crosswalk: Varies on materials and length (note: requires more maintenance than a standard crosswalk) • High-Visibility Crosswalk: $40 per linear foot
Enhance Pedestrian Safety at Uncontrolled Locations	• RRFB: $44,500 per crossing • Pedestrian Hybrid Beacon: $250,000 - $500,000 per crossing (costs vary depending on number of lanes and median modifications)
Green Alley	$50 per square foot for base improvements, which include: • Resurfacing with integral color recycled concrete • A raised crosswalk at one end of the alley, curb ramps and crosswalk striping at the other • Pedestrian pole lights • Trash corral enclosures for refuse bins at each property • Safety and identity signage at each end of the alley • Planting, irrigation and mulch. See the Oxnard Green Alleys Plan for more details.
Improve Sight Distance	$2-3 per foot of red curb
Leading Pedestrian Interval	$2,500 per intersection
Local Circulators	Varies based on number of shuttles, routes, and hours of operation.
Mobility Hub	Varies based on amenities and siting
Multi-Use Path	$2.5 - $3 million per mile but ultimately varies based on materials and right-of-way
Raised Median	$75 per square foot

Road Reconfiguration	Costs vary as relatively simple restriping projects may require signal modifications or shifting loop detectors. • $10 - $15 per linear foot to remove existing striping and stripe Class II bike lane • $1.5 million per mile if the primary purpose is to construct a Class IV bikeway • $25 per square foot if the primary purpose is to expand or construct new sidewalks
Upgrade Bus Stops	• Upgrading Bus Stops: Varies based on amenities (e.g. transit shelter $22,000 and bike racks $200+) • Transit Boarding Island: Varies on design ($50 per sf for concrete bus pad and $2,500 for new signage and striping)
Speed and Volume Management	• All-Way Stop Control: $400 per regulatory sign and $250 per STOP marking • Curb Extensions (Bulbouts): $50 per square foot; drainage inlets could raise costs between $3,000 - $9,000 per bulbout, depending on design and construction needs • Reduce Intersection Curb Radius: $90 per foot of curb and gutter, $50 per square foot of curb extensions • Neighborhood Traffic Circle: $6,000 • Raised Intersection: $25,000 - $70,000 • Speed Humps: $6,000 each
Greening & Placemaking Element	**Cost Estimate**
Art Program for Public Spaces	Most costs associated with an art program for public utility boxes are from artists fees, paints, and materials. The Downtown Oxnard artful utility box program awarded artists with a $300 honorarium plus a $100 voucher for the purchase of paints and materials. Other costs stem from coordination and planning for the program.
Bioswale	Installation costs vary based on existing infrastructure at a site. Opting for native plants can save money on maintenance as they often require no fertilizer, little water, and limited mowing. Estimated construction costs for a bioswale between 9 feet long and 16 feet wide is around $60 per linear foot of curb. Costs for installing bioswale elements can vary around $10 - $20 per square foot.
Cool Pavement	Recent 2021 cost estimates from a Phoenix, Arizona pilot program find that typical asphalt sealants cost about $4-$5 per square yard while the cool pavement reflective sealants cost about $5 per square yard.
Landscaping and Trees	The costs of landscaping and trees vary based on size, type, maturity, labor, equipment, and irrigation needs. Initial Costs: • Ground cover is approximately $25 per flat • Shrubs growing in 1-gallon containers typically range $10 - $25 each

	• Trees often cost between $150 to $1,500 (or more) based on size, variety, and maturity • Imported soil and mulch costs vary on the type and amount Maintenance Costs: • Per tree per year, tree pest management costs about $40, tree watering costs about $60, and tree pruning about $140. Tree removal costs widely vary based on size, age, location, and remaining stump. • Watering costs vary based on proximity of water source and size of planter/parkway/tree well
Permeable Pavement	Installation costs are greater for permeable pavement than conventional concrete or asphalt. Depending on the type of pavement, installation can cost $20 to $35 per square foot. However, permeable pavement often requires less frequent replacement and can often lead to cost savings associated with reduced stormwater engineering and infrastructure costs. If implemented in the ADA path of travel, there will be higher costs due to slope/material requirements.
Shade Structures	The cost of shade structures depends on whether a structure is temporary or permanent. Other cost factors include size, materials, siting, and construction needs. Costs of shade structures can range from $3,000 to greater than $30,000. Installation costs can be as much as 80%-100% of the materials costs of a shade structure.
Street Lighting	The costs of a Dark-Sky approved, municipal quality street LED light fixture can range from $800 to $1,500. There are additional costs associated with the installation, planning and long-term maintenance of street light fixtures. The City of Oxnard LED streetlight conversion project was estimated by Southern California Edison to cost approximately $3.6 million to replace 9,800 streetlights, which is about $366 per streetlight converted.
Wayfinding Signage	The costs of wayfinding signage depend on several factors, including size and materials. Costs can vary from around $500 to over $20,000 depending on the project.
Woonerf	The cost of building and maintaining a woonerf is greater than a conventional street. Based on recent woonerf projects, total costs may range from $2 million (approximately 500-foot corridor) to $5 million (approximately 0.25-mile corridor). However, costs ultimately depend on a variety of factors, such as right-of-way, utilities, design, and amenities.

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Oxnard SUSTAINABLE TRANSPORTATION PLAN

SUSTAINABLE TRANSPORTATION PLAN

City Council
June 29, 2023

Michael L. Wolfe, PE
Public Works Director

Rachel Om, AICP
Fehr & Peers

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Provide comments on the Sustainable Transportation Plan; and

2. Adopt the Sustainable Transportation Plan.

BACKGROUND

The intent of this document is to envision ways to enhance and improve mobility in Oxnard, **shifting Oxnard's transportation system from auto-oriented to people-oriented**.

This is achieved by first understanding where the public is traveling to and from, and where gaps exist.

Using this knowledge, the STP identifies methods that can enhance travel equally for all users, with the **intent to provide a healthier, safer, cleaner way to travel, thus reducing emissions, improving the quality of life, and providing a more sustainable system into the future.**

Why a Sustainable Transportation Plan (STP)?

Caltrans awarded a $410,000 grant to develop a visioning document that identifies eco-friendly, safer, and integrated mobility options for people who live, work, and spend time in Oxnard.

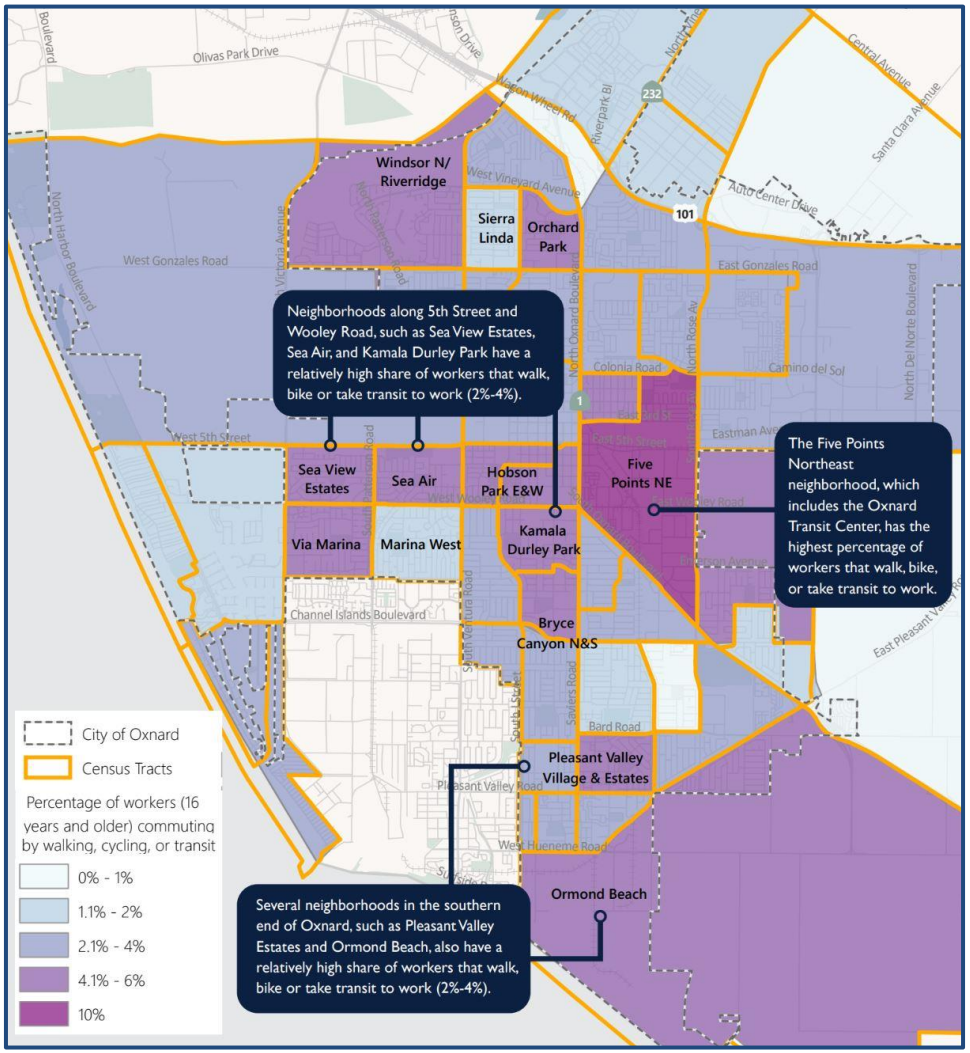
How was Oxnard's STP developed?

- Through extensive community engagement
- Analysis of existing plans and conditions
- Identifying barriers for walking, biking, transit
- Emphasising feasibility and implementation

Oxnard's STP spans 7 chapters.
Following are highlights of each chapter.

Framework Report, the Foundation of the STP

- Drafted with input from many City departments and regional jurisdictions
- Established the outreach plan
- Provides summary of existing plans, conditions, and new mapping tools
- Identified existing land use and mobility, and formed sustainable strategies to kick off the generation of project ideas



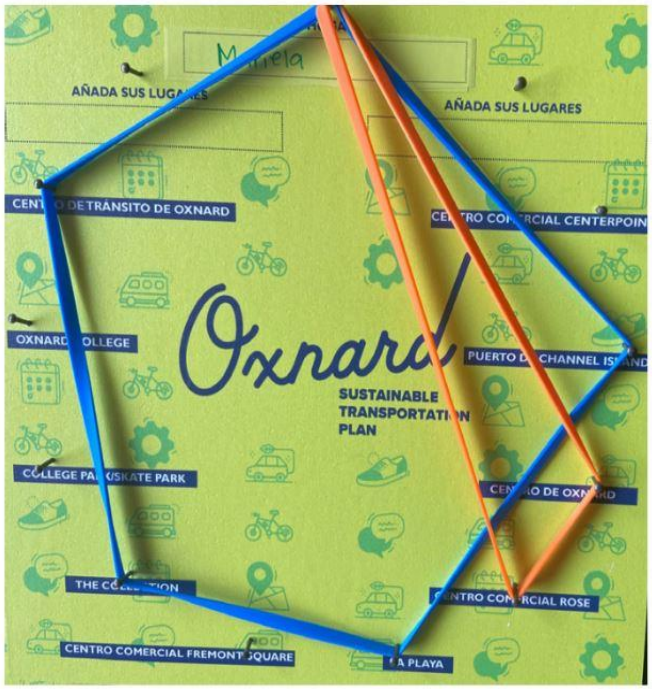
Pop-up Events

- Meet people where they spend time
- Remove language and literacy barriers with interpretation and image-heavy materials

Pop-up event at the Oxnard College Community Market, December 2021

Pop-up event at The Collection, December 2021

Pop-up Summary



16 *Link boards collected at first workshop*

32 *Link boards collected at second workshop*

140 *people participated in workshops*

47 comment cards were written in Spanish, 9 Link Boards were completed in Spanish.

Top Destinations*

The map (left) shows the top 5 connections where people are traveling to and from in Oxnard, which include:

- The Collection to The Beach
- Oxnard College to The Collection
- The Collection to Rose Shopping Center
- Centerpoint Mall to College Park
- The Beach to Channel Islands Harbor

Neighborhoods

Some participants identified connections that they'd like to be improved around their neighborhoods. The neighborhoods identified include:

1. Bartolo Square
2. College Estates
3. Heritage Square
4. La Colonia
5. Mar Vista
6. Port Hueneme
7. Riverpark
8. Seaview Estates
9. Via Marina
10. Victoria Estates
11. West Village
12. Wilson
13. Windsor North
14. River Ridge

Top 5 Connections from "Home"

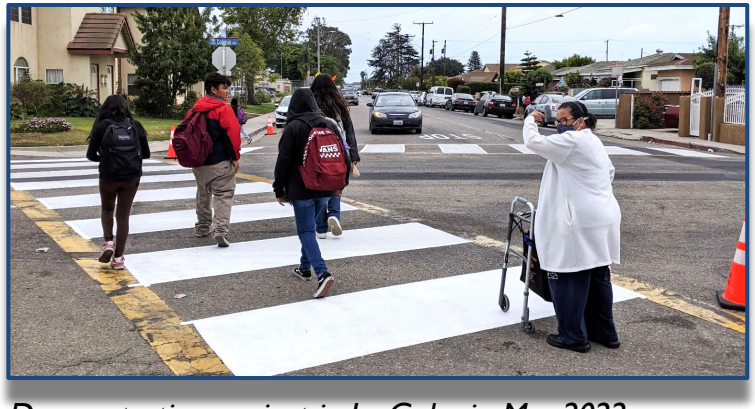
Participants indicated their travel patterns from their homes to Oxnard's top destinations. The top five connections from "home" origins include:

** Because the first and second pop-ups were held at Oxnard College and the The Collection respectively, participants were more likely to select them as a destination point.*

Demonstration Events

- Visualize projects on the street, in public spaces
- Spend time talking with people
- Generate excitement for new ideas

Demonstration project at Oxnard Public Library, January-February 2023



Demonstration project in La Colonia, May 2022

Demonstration Summary

Walking Audits & Summary

Oxnard SUSTAINABLE TRANSPORTATION PLAN

Walk Audit Summary

Discussion around opportunities to improve transit information, such as real-time information and bilingual information.

OVERVIEW

Walk audits along segments of the Sustainable Transportation Plan (STP) priority corridors were conducted over the course of two days in June 2022 by engineering and planning staff from the Oxnard Public Works Department and Fehr & Peers on the STP project team. Members of the STP Advisory Committee and Focus Group were invited to participate, and representatives from the Mixteco Indigena Community Organizing Project (MICOP) and the Central Coast Alliance United for a Sustainable Economy (CAUSE) joined the walk audit. The purpose of the walk audits was to evaluate the existing conditions of the priority corridors and inform recommendations that encourage and improve multimodal transportation in Oxnard as part of the City of Oxnard's *Sustainable Transportation Plan*.

The walk audit segments were selected to reflect a representative set of land use and transportation contexts. During the audits, participants noted existing conditions, observed people's behaviors, and identified opportunities for improvement at specific locations. In addition, participants completed surveys to rate their experience, focusing on safety, accessibility, and greening/ sustainability conditions along the corridor.

Families walking in neighborhood, particularly around commercial areas.

Signage near Channel Islands Boulevard & Victoria Avenue illustrates a long history of biking and an opportunity to modernize wayfinding and signage.

WALK AUDIT LOCATIONS

Wooley Road
Escalon Drive to E Street

Gisler Avenue
Channel Islands Boulevard to California Street/Date Street

C Street
Channel Islands Boulevard to Guava Street

Channel Islands Boulevard
Wheelhouse Avenue to Peninsula Road

Vineyard Avenue
Oxnard Boulevard to River Park Boulevard

Oxnard SUSTAINABLE TRANSPORTATION PLAN

Key Themes at all Locations

The following conditions were observed across multiple corridors. Location-specific observations and recommendations are noted on the following pages.

Pedestrians & Bicycles

- Narrow sidewalks
- Limited number of upgraded curb ramps
- High pedestrian activity around transit stops, commercial areas, and residential areas
- Opportunity to extend crossing time
- Sidewalk and bike facility gaps
- Limited number of bike racks around commercial land uses
- Bicyclists observed riding on sidewalk adjacent to bike lane

Transit

- Opportunity to add real-time and bilingual information
- Inconsistent provision of bus stop amenities, such as bus shelters, trash receptacles, and benches with backs

Vehicles

- Potential conflict points at locations with short merge lengths
- Vehicles traveling over posted speed limit
- Potential opportunity to repurpose vehicle space to improve multimodal access and safety

Urban Greening

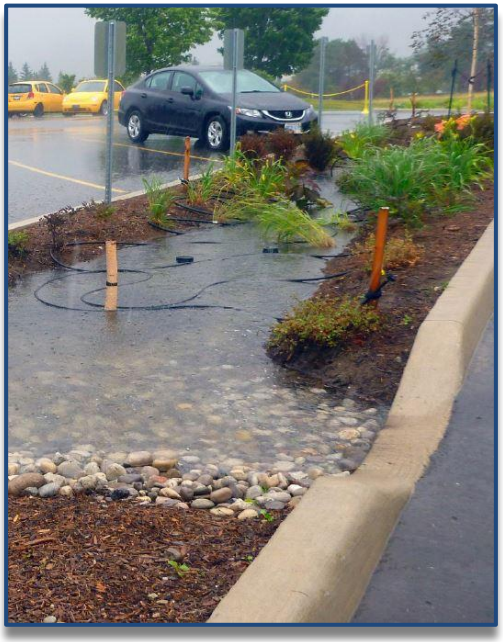
- Limited shade
- Opportunities to add mulch and drought-tolerant native vegetation to medians and next to sidewalks
- Opportunities to convert excess right-of-way into green infrastructure, such as bioswales or permeable concrete

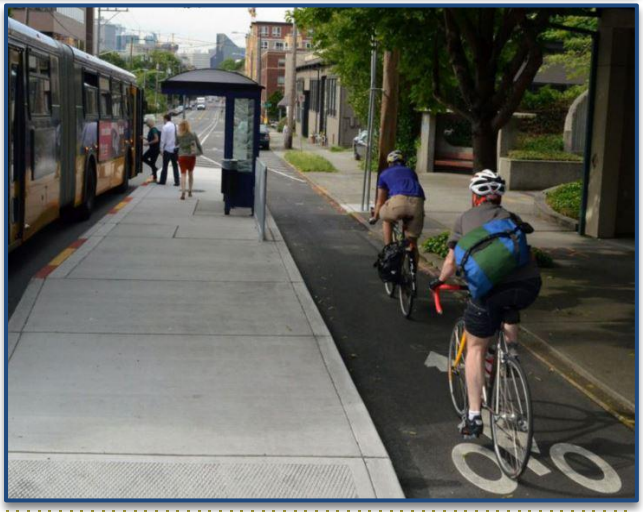
Observed high-visibility crosswalks and flashing beacons near key school entrances to enhance pedestrian visibility around schools.

Many bus stops would benefit from bus shelters.

Observed people crossing near Centerpoint Mall who may need more crossing time.

CHAPTER 4 - CATALOG OF ENHANCED STREETSCAPE ELEMENTS





CHAPTER 5 - POLICY RECOMMENDATIONS

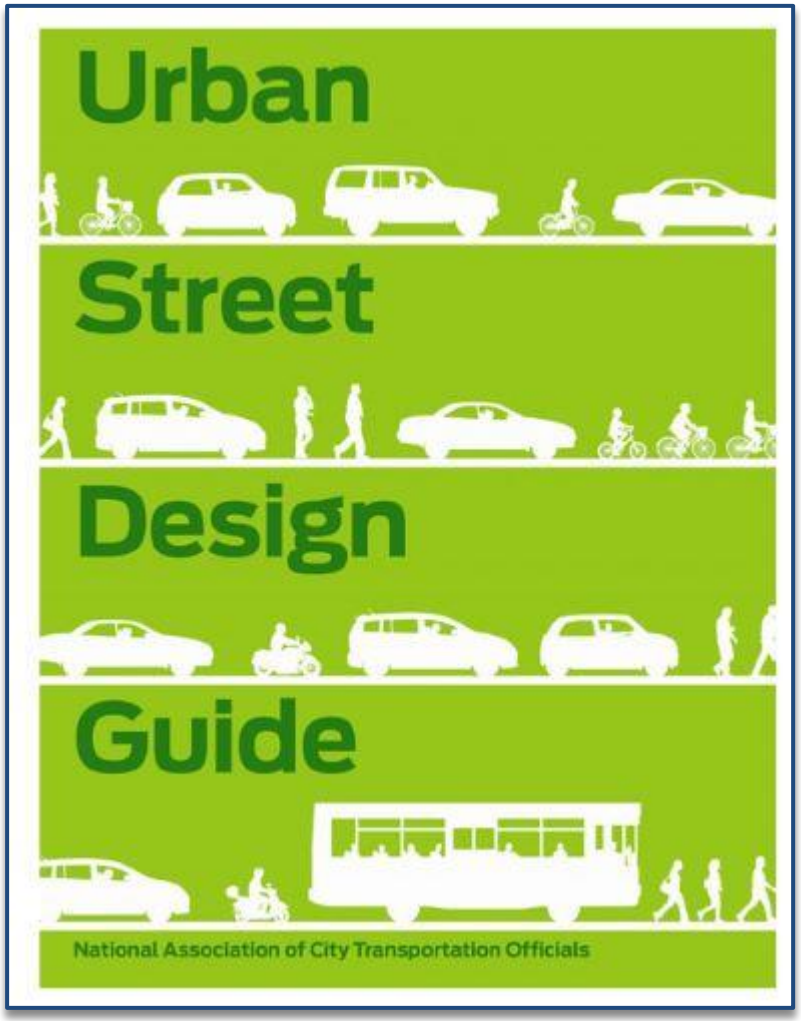
Chapter 5: Policy Recommendations

Developing a policy foundation that includes sustainable transportation elements can help the City achieve sustainable transportation goals with less effort, more consistency, and more clarity.

This chapter includes guidance for the City to establish policies that relate to roadway and traffic operations, land use and planning, and greening. Policy changes in these areas can help the City make consistent progress towards key outcomes of encouraging people to use more active modes like walking and biking, decarbonizing the built environment, and increasing opportunities for nearby, short-distance trips. The discussion of each policy includes essential elements to incorporate, considerations for implementation, and examples and references of successful policies in other places.

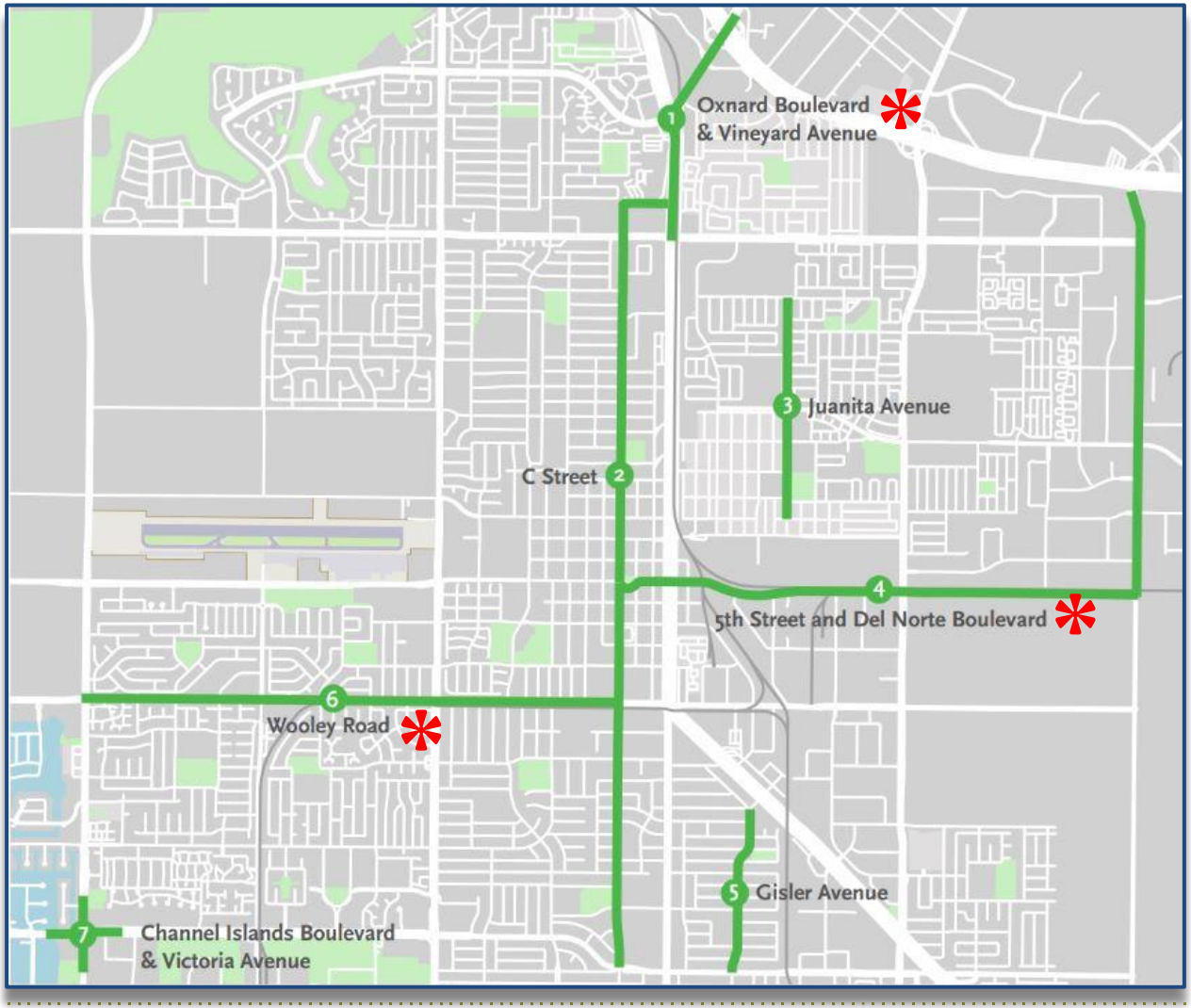
The policies are organized into Roadway and Traffic Operation Policies, Land Use and Planning Policies, and Greening Policies and can be found on the following pages:

Roadway and Traffic Operation Policies	Page
Complete Streets Policy & Design Standards	56
Red Curb Policy	57
Driveway Placement and Design Policy	58
Pedestrian Crossings Policy	59
Pedestrian Scale Lighting Policy	60
Traffic Calming Guidelines	61
Quick Build Guidelines	62
Dig Once Policy	63
Land Use and Planning Policies	**Page**
Sustainable Land Use Policy	65
TDM & Parking Requirements	66
Building Code Standards for Electric Vehicle Charging	67
Anti-Displacement/Anti-Gentrification Policy	68
Greening Policies	**Page**
Tree Planting Policy	69
Green Infrastructure Policy	70



CHAPTER 6 - PRIORITY LOCATIONS (ILLUSTRATING THE VISION)

Seven Priority Locations Incorporated into the STP



CHAPTER 6 - PRIORITY LOCATIONS - ILLUSTRATED CONCEPTS

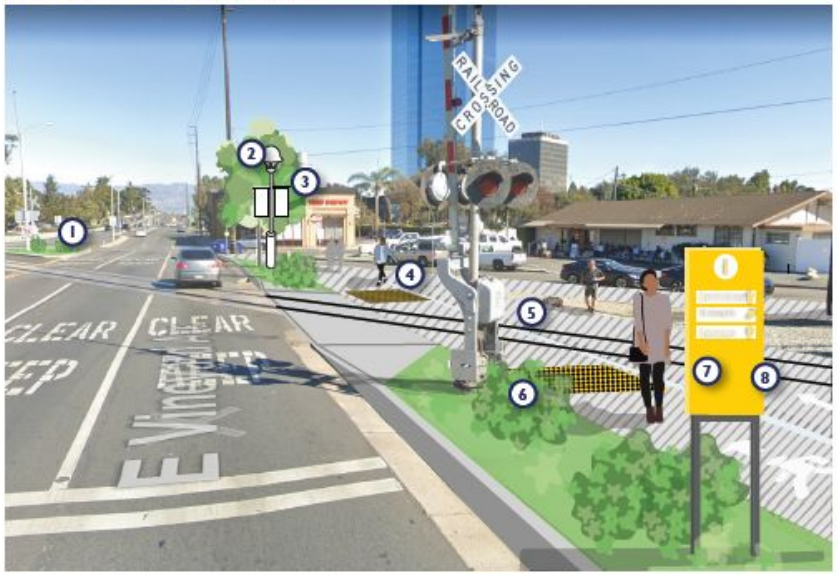
* Oxnard Blvd: Vineyard to Gonzales, Vineyard: Oxnard to Riverpark

Project Options:
Oxnard Boulevard & Vineyard Avenue

1. Drought tolerant landscaping in median
2. New shade trees
3. Pedestrian-scaled lighting with light pole banners
4. Truncated domes & safety improvements at rail crossing
5. Level rail crossing for pedestrians
6. Drought tolerant landscaping
7. Wayfinding signage
8. Paved mixed-use path for people walking and biking

Example improvements for the rail crossing on Vineyard Avenue, just east of Oxnard Boulevard, are shown below.

EXAMPLE PROPOSED IMPROVEMENTS



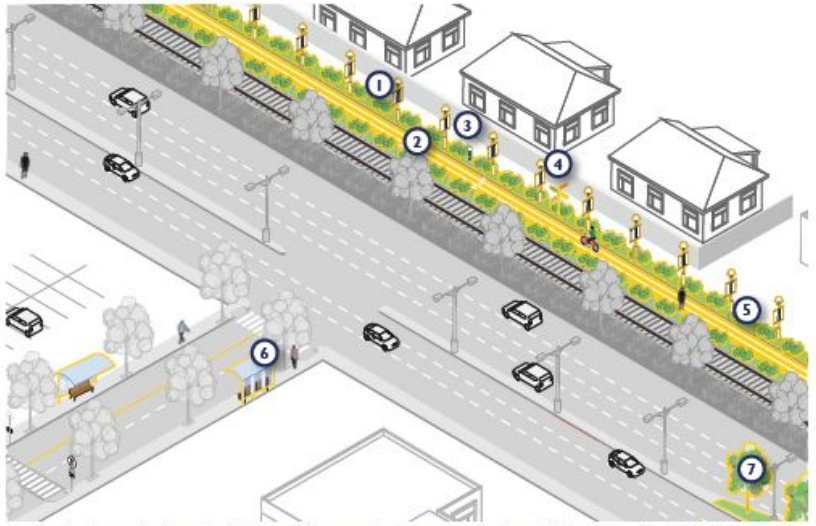
Project Options:
Oxnard Boulevard and Vineyard Avenue

Oxnard Boulevard and Vineyard Avenue have a wide right-of-way with majority of space currently designed to connect vehicles with the freeway. In addition to driving, however, many people are walking, biking, and riding transit along these corridors. Options to enhance multimodal travel include:

- Adding Class I bicycle facilities, including extending the existing multi-use path along Oxnard Boulevard that ends at Gonzales Road
- Infill of shade trees and addition of low-level drought tolerant landscaping to buffer traffic noise and provide shade and stormwater absorption
- Improved bus stops that include wifi, seating, and lighting to create a comfortable transit experience

The diagram below illustrates a typical segment of Oxnard Boulevard with potential options highlighted in yellow and described in the numbered legend.

1. Pedestrian-scaled lighting with light pole banners
2. Mixed-use path
3. Distance markers
4. Wayfinding signage
5. Drought tolerant landscaping
6. Upgraded bus stops with smart shelters
7. New shade trees & drought tolerant landscaping in median



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

CHAPTER 6 - PRIORITY LOCATIONS - ILLUSTRATED CONCEPTS

Fifth Street: from C Street to Del Norte, Del Norte: from Fifth to 101

Project Options:

5th Street and Del Norte Boulevard

5th Street connects Downtown Oxnard to industrial and agricultural employment opportunities and to the surrounding region. Options to repurpose the wide existing right-of-way for a safer walking and biking experience include:

- A multi-use path that is separated from vehicular traffic.
- New shade trees and low-level drought tolerant landscaping to buffer traffic noise and provide shade and stormwater absorption.
- Upgraded bus stops that include wifi, seating, and lighting to create a comfortable transit experience.
- Mobility hubs at Oxnard Transit Center and/or employment clusters to provide more job access.

The diagram below illustrates a typical segment of 5th Street and Del Norte Boulevard with potential options highlighted in yellow and described in the numbered legend.

1. New shade trees
2. Pedestrian-scaled lighting with light pole banners
3. Distance markers
4. Mixed-use path
5. Wayfinding signage
6. Mobility hub
7. Missing sidewalk infill

This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

* Wooley Road: from Victoria Avenue to C Street

Project Options:

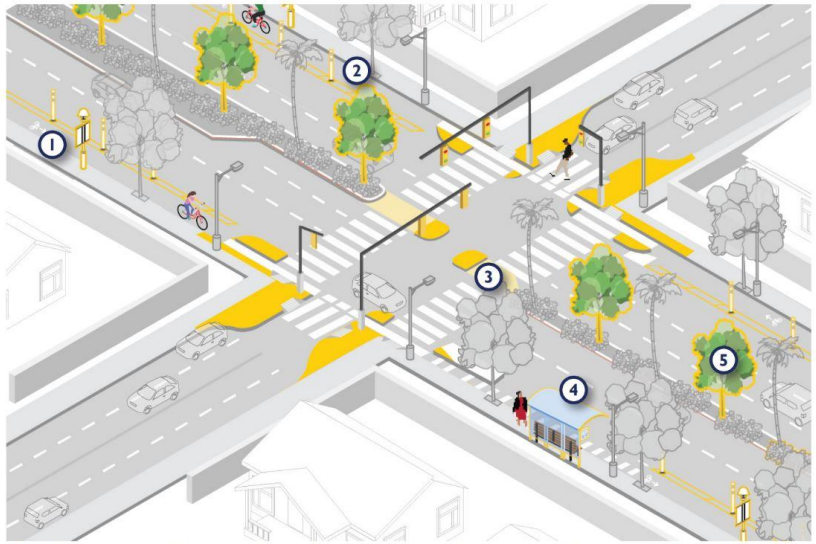
Wooley Road
No Railroad in Median

From Victoria Avenue to Novato Drive, Wooley Road has a wide median primarily planted with palm trees. The wide travel lanes could be narrowed to accommodate protected bike facilities and sidewalk improvements. Some options include:

- Refuge islands that provide pedestrians additional protection while crossing the intersection.
- Bicycle facilities that provide protection from vehicular traffic.
- Infill of shade trees and addition of low-level drought tolerant landscaping to provide shade and stormwater absorption.
- Bus stops that include WiFi, seating, and lighting to create a comfortable transit experience.

The diagram below illustrates a typical segment of Wooley Road without a railroad in the median with potential options highlighted in yellow and described in the numbered legend.

1. Pedestrian-scaled lighting with light pole banners
2. Protected bike lane
3. Crosswalk with intersection protection
4. Upgraded bus stops with smart shelters
5. New shade trees



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

Project Options:

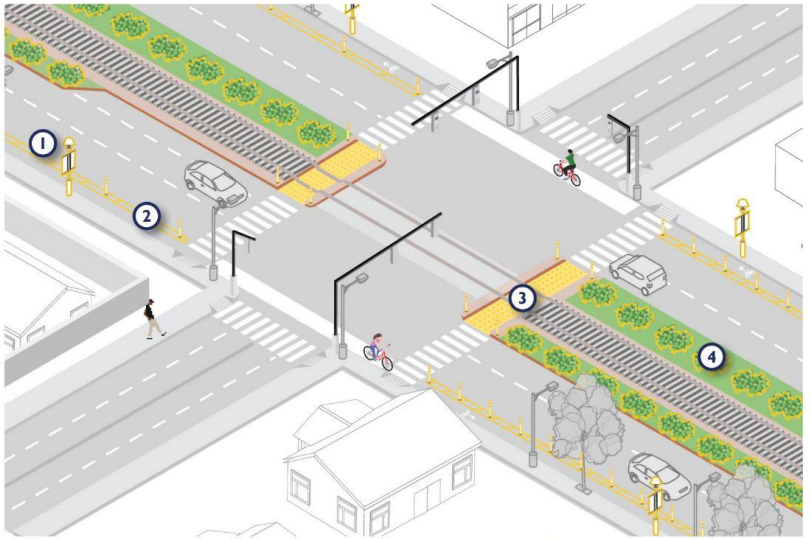
Wooley Road
Railroad in Median

From Novato Drive to Saviers Road/Oxnard Boulevard, Wooley Road has a railroad running along the middle of the wide median with landscaping and shrubs. The railroad limits the number of crossing opportunities, particularly for pedestrians. In addition to the options for Wooley Road with a railroad in the median, additional options include:

- Protected crossings at the railroad for pedestrians.
- Addition of low-level drought tolerant landscaping on both sides of the railroad right-of-way.

The diagram below illustrates a typical segment of Wooley Road with a railroad in the median with potential options highlighted in yellow and described in the numbered legend.

1. Pedestrian-scaled lighting with light pole banners
2. Protected bike lane
3. ADA-accessible railroad crossing
4. Drought tolerant landscaping



This drawing is conceptual in nature. It does not showcase actual proposed designs in specific locations, rather is intended to describe a range of possible improvements appropriate for this corridor. All proposals are subject to feasibility review and further study.

Delivering the vision

- Outreach
- Coordination
- Stakeholders
- Traffic Warrants
- Environmental Studies
- Operational Studies
- Right of Way Acquisition
- Phasing
- Funding

★ Culture Shift

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: June 29, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: First Amendment to Agreement A-8368 with Toter, LLC for the Purchase of Residential Curbside Collection Containers and Parts. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement No. A-8368 with Toter, LLC in the amount of $775,000 for a new total not to exceed $1,525,000 for an additional two-year term ending May 28, 2025, for the replenishment of curbside containers and parts.

(Public Works and Transportation Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Ln2QpWZ8weg

BACKGROUND

In order to provide uninterrupted, weekly collection of refuse, recyclables and green waste (organics) to approximately 37,000 residential customers in the City of Oxnard (City), the Environmental Resources Division (ER) must maintain a sufficient inventory of containers, lids and parts. Since 2011, the ER Division has standardized the use of Toter-manufactured for residential containers.

On November 16, 2021, Council approved Agreement A-8368 with Toter, LLC for the purchase of curbside containers and parts. In-lieu of issuing a formal request for bid, staff utilized the City of Oxnard's membership in Sourcewell, a National Intergovernmental Purchasing Alliance program that enables government agencies to simplify and accelerate their procurement processes through competitive, pre-negotiated contracts. The City acquired new residential containers and parts through Sourcewell contract #041521-TOT.

Toter, LLC 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.

DISCUSSION

The ER Division is responsible for the maintenance and repairs of approximately 111,000 residential containers. These containers are being replaced or repaired due to normal wear and tear. This First Amendment allows the Environmental Resources Division to continue to fulfill customer work orders for the replacement and repairs of containers and lids. Unrepairable containers and lids are recycled and sold for scrap value.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The cost of this First Amendment to Agreement No. A-8368 with Toter is $775,000 for a total new agreement value of $1,525,000. The FY2023-24 proposed Solid Waste Operating Budget includes appropriations necessary for this agreement amendment. Funding for subsequent fiscal years will be requested in the annual budget process.

1st Amendment to Toter, LLC Agreement A-8368			
ER Division/Account	**FY 2023-24**	**FY 2024-25**	**Total**
6313632-52400	$400,000	$375,000	$775,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 23, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. A-8368 Original
2. 1st Amendment to A-8368
3. Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: January 1, 2022

(2) Vendor: Toter, LLC

(3) Services: Vendor shall provide fully automated residential curbside containers and replacement parts as listed in Exhibit A - Sourcewell Contract No. 041521-TOT RFP # 041521 attached hereto and incorporated by this reference in full herein.

(4) Schedule of Services: Vendor shall complete the services within the term of this Agreement.

(5) Agreement Ending Date: December 31, 2024

(6) Total Agreement Amount: $750,000

(7) City's Project Manager: Eric Okada, Environmental Resources Supervisor

(8) Vendor's Project Manager: Kellie Clark, Contract Manager

(9) Insurance Coverage: INS- I

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☑ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
Toter, LLC	City of Oxnard - Environmental Resources (ER) Division
841 Meacham Road	111 South Del Norte Boulevard
Statesville, North Carolina 28677 Attn: Kellie Clark, Contract Manager	Oxnard, CA 93030 Attn: Eric Okada, Environmental Resources Supervisor

(12) Contact Emails:

VENDOR'S PROJECT MANAGER'S:	*CITY'S PROJECT MANAGER:*
Kellie Clark, kclark@toter.com	Eric Okada, eric.okada@oxnard.org
Maribel Ramos, mramos@wastequip.com	
CC: Rich Sedory, rsedory@wastequip.com	

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

☑ Scope of Services Exhibit
☑ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☑ Exhibit - A
☑ Living Wage Policy Exhibit
☑ Prevailing Wages Exhibit
☑ Insurance Exhibit (INS-I)

COUNCIL APPROVED
11-16-2021 L-10
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE 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) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor 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. 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.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor 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.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the same Services, under similar quantities, delivery conditions and payment terms, pursuant to a Sourcewell Contract No. 041521-TOT RFP # 041521 ("Sourcewell Contract") related-agreement, having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor 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 Vendor 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 Vendor and its employees, agents and subcontractors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor 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 Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor 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 or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor'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 Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor 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 Vendor'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 Vendor'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. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor 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 Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor 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. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by the City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Audits by the City shall be limited to no more than once per year. Vendor shall maintain all such records. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor 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 Vendor, City shall pay Vendor 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 Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor'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, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor 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 Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the 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 Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. 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 Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. 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. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor 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 17.

b. Vendor 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 Vendor 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 Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination 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 uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor 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. Vendor 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. Vendor 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, Vendor, 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 17 shall survive the termination of this Agreement.

18. 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 Vendor or is developed by Vendor 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 Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (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 Vendor 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, Vendor 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. Vendor 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 Vendor. 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 Vendor in reliance on any Confidential Information disclosed under this Agreement.

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

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, 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 Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor 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 Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor 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 Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor 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, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor 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 Vendor "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 Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor'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. Vendor 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 Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. 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.

30. 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.

31. Force Majeure. Neither City nor Vendor 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, pandemics, local disease outbreaks, public health emergencies, government imposed quarantines, the unavailability of labor or materials to the extent beyond the control of the party affected, fire, earthquakes, or other disasters.

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

33. 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.

34. 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.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor 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.

36. 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.

37. 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 Vendor 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 Vendor, 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.

38. 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.

39. 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) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. 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 either of City or Vendor's Project Managers' emails listed in "(12) 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.

41. 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

11-16-2021

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

ATTEST:

R. Chaparro

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

APPROVED AS TO FORM:

8/24/21

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

TOTER, LLC

Laura P Hubbard
Director of Municipal Sales

August 19, 2021
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.

SCOPE OF SERVICES EXHIBIT

EQUIPMENT, PRODUCTS, OR SERVICES

1. Vendor shall provide the equipment, products, or services as stated in Exhibit A - Sourcewell Contract No. 041521-TOT

WARRANTY

1. The applicable warranty can be found in Section 2.B. of the Sourcewell Agreement referenced above.

RATES AND COSTS EXHIBIT

PRICING

1. Vendor shall provide pricing as stated in Exhibit A - Sourcewell Contract No. 041521-TOT
2. Vendor shall provide a line item pricing model that is comparable to other cooperative contracts
3. Quarterly price reviews shall be conducted based on current market resin costs, lowering when necessary to match the market.
4. Vendor shall provide incremental volume discounts in the pricing structure allowing flexibility with larger quantity discounts.

SHIPPING AND SHIPPING COSTS.

1. Vendor shall deliver equipment properly packaged and free from any damage. The City reserves the right to reject damaged equipment and products.
2. Vendor shall allow the equipment and products to be returned within a reasonable time at no cost to the City. If the damage is not readily apparent at the time of delivery, Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition

EXHIBIT- A

Sourcewell Cooperative Agreement No. 041521-TOT

Solicitation Number:RFP #041521 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

TERM OF CONTRACT

EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

EQUIPMENT, PRODUCTS, OR SERVICES

EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract

PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax- exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax- exempt entity.

HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must

Identify the applicable Sourcewell contract number;

Clearly specify the requested change;

Provide sufficient detail to justify the requested change;
Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.
A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference

PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source. Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract

PUBLIC FACILITIES. Vendor's employees may be required to perform work at government- owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

PARTICIPATING ENTITY USE AND PURCHASING

ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

CUSTOMER SERVICE

PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

Maintenance and management of this Contract;

Timely response to all Sourcewell and Participating Entity inquiries; and

Business reviews to Sourcewell and Participating Entities, if applicable.

BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information

REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:
Customer Name (e.g., City of Staples Highway Department);

Customer Physical Street Address;

Customer City;

Customer State/Province;

Customer Zip Code;

Customer Contact Name;

Customer Contact Email Address;

Customer Contact Telephone Number;

Sourcewell Assigned Entity/Participating Entity Number;

Item Purchased Description;

Item Purchased Price;

Sourcewell Administrative Fee Applied; and

Date Purchase was invoiced/sale was recognized as revenue by Vendor.

ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date

AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

INTELLECTUAL PROPERTY

Grant of License. During the term of this Contract:

Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

Use; Quality Control. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed

PERFORMANCE, DEFAULT, AND REMEDIES

PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

Nonperformance of contractual requirements, or A material breach of any term or condition of this Contract

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

Exercise any remedy provided by law or equity, or Terminate the Contract or any portion thereof, including any orders issued against the Contract

INSURANCE

REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

$500,000 each accident for bodily injury by accident

$500,000 policy limit for bodily injury by disease

$500,000 each employee for bodily injury by disease

Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

$1,000,000 each occurrence Bodily Injury and Property Damage

$1,000,000 Personal and Advertising Injury

$2,000,000 aggregate for Products-Completed operations

$2,000,000 general aggregate

Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.
Minimum Limits:

$2,000,000

Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provisions or endorsements must further provide that coverage primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

COMPLIANCE

LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-
1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non- federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.
§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3
C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: Jeremy Schwartz

Title: Chief Procurement Officer

Date: 5/24/2021 I 7:43 PM CDT

Toter, LLC

DocuSigned by:
Laura P. Hubbard
834FF567BB0940B...

By: Laura P. Hubbard

Title: Director of Municipal Sales

Date: 5/25/2021 I 10:46 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: Chad Coauette

Title: Executive Director/CEO

Date: 5/25/2021 I 10:47 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name:	Toter, LLC
Address:	841 Meacham Road Statesville, North Carolina 28677
Contact:	Kellie Clark
Email:	toterbids@toter.com
Phone:	800-424-0422 09584
Fax:	833-930-1124
HST#:	56-1362422

Submission Details

Created On:	Thursday February 25, 2021 07:42:29
Submitted On:	Thursday April 15, 2021 13:38:28
Submitted By:	Kellie Clark
Email:	toterbids@toter.com
Transaction #:	e18be8d7-0c74-4464-b735-48eb35840831
Submitter's IP Address:	173.92.230.77

Toter #041521-TOT

Pricing for contract #041521-TOT offers Sourcewell participating agencies the following discounts.

- Toter residential does not have set list pricing, therefore we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts

- Toter Pro – 30% off list price

INSURANCE EXHIBIT

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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.

2. Vendor 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-I. 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. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

2/18

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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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 $_____ 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
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ 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

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._____
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 _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.

3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor 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, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Vendor 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, Vendor must immediately notify City.

8. Vendor 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. Vendor 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. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.

10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Vendor 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 Vendor, 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 Vendor under this Section shall survive Agreement termination.

Agreement No. A-8368

FIRST AMENDMENT TO TRADE SERVICES

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of June 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Toter, LLC ("Vendor"). This First Amendment amends the Agreement entered into on November 6, 2021, by City and vendor.

City and Toter, LLC agree as follows:

1. The date "December 31, 2024" in section (5) of the Cover Page of the Agreement is hereby amended to state: "May 28, 2025"

2. The total agreement amount "$775,000" in section (6) of the Cover Page of the Agreement is hereby amended to state: "Not to exceed $1,525,000".

3. "A section 42 is added after section 41 in the agreement. Section 42 shall read:

> Iran Contracting. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
>
> A SERVICE PROVIDER is ineligible to submit a proposal for any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F and must be submitted with their proposal. Failure to do so may deem the proposal non- responsive."

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

☐Jennifer Yates, Purchasing Agent[2]

ATTEST:

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

APPROVED AS TO FORM:

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

TOTER, LLC

Laura P Hubbard Date
Director of Municipal Sales

Brittani Whitman Date
Vice President, Finance

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

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.

FIRST AMENDMENT TO AGREEMENT A-8368 WITH TOTER, LLC FOR REPLENISHMENT OF CURBSIDE CONTAINERS AND PARTS

Public Works and Transportation Committee
May 23, 2023

City Council
June 29, 2023

Brian Yanez
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8368 with Toter, LLC in the amount of $775,000 for a new total not to exceed $1,525,000 for an additional two year term ending May 28, 2025

Recommendation

That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8368 with Toter, LLC in the amount of $775,000 for a new total not to exceed $1,525,000 for an additional two year term ending May 28, 2025

Background

- In order to provide uninterrupted, weekly collection of refuse, recyclables and green waste (organic) to approximately 37,000 residential customers in the City of Oxnard (City), the Environmental Resources Division (ER) must maintain a sufficient inventory of containers, lids and parts

- On November 16, 2021 Council approved Agreement A-8368 with Toter, LLC for the purchase of curbside containers and parts

Background

- Staff utilized the City of Oxnard's membership in Sourcewell, a National Intergovernmental Purchasing Alliance for new residential containers and parts through contract #041521-TOT

- Toter, LLC 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

Discussion

- ER Division is responsible for the maintenance and repairs of approximately 111,000 residential containers

- This First Amendment allows the ER Division to continue to fulfill customer work orders for the replacement and repairs of containers and lids

FINANCIAL IMPACT

- Cost for this First Amendment with Toter is $775,000 with a total not to exceed $1,525,000

- Funding shall be requested during the FY 2023-24 budget process for the Environmental Resources Fund (631)

1st Amendment to Toter, LLC Agreement A-8368			
ER Division/Account	**FY 2023-24**	**FY 2024-25**	**Total**
6313632-52400	$400,000	$375,000	$775,000

- Funding for subsequent fiscal years will be requested in the annual budget process

Questions?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.4

DATE: June 29, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Project Appropriation Transfers of Tax Allocation Bond (TAB) Proceeds. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize project appropriation transfers in the total amount of $422,698 in the 2006 HERO Tax Allocation Bond (TAB) Proceeds from the Alleyways Project (#C2111) to the Council Chambers Project (#C2101) for $171,500, Saviers Road Street Resurfacing Project (#C2002) for $223,023 and Beck Park Basketball Court Upgrades Project (#C2106) for $28,175 for the purpose of closing out completed projects.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/zEerYAAozG4

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see Attachment 1 for maps). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of projects to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold, and they must be used for the construction of new public facilities or improvements.

On April 2, 2019, in conjunction with the adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP"), City Council approved a proposed list of projects for the Bond Proceeds and appropriated funding to these projects in the Fiscal Year 2019-20 Budget for $5,323,000. On March 16, 2021, staff returned to the Council to revise the list of projects and allocated new projects for an increase of $4,391,468 in project appropriations. This also included additional interest income in the amount of $112,930 to be added to the Ormond Beach TAB project area. On November 16, 2021, Council authorized the reallocation of $180,385 of HERO Tab Proceeds from the Saviers Road Street Resurfacing Project to the Oxnard PAL Facility Rehab Project to complete the roof repairs at the PAL facility.

The table below (Table 1) outlines what has been appropriated and unappropriated from completed projects through June 30, 2022.

Table 1. 2006 TAB Project Appropriations through June 30, 2022

FISCAL YEAR	2006 HERO TAB	2006 ORMOND TAB	2006 SOUTHWINDS TAB	TOTAL 2006 TAB
Project Appropriations				
FY 2017-18 Adopted Budget	$697,998	$0	$0	$697,998
FY 2019-20 Adopted Budget	$4,823,000	$500,000	$0	$5,323,000
FY 2020-21 (3/16/21 Council)	$1,138,665	$3,165,950	$86,853	$4,391,468
FY 2021-22 (11/16/21 Council)*	$0	$0	$0	$0
SUBTOTAL	**$6,659,663**	**$3,665,950**	**$86,853**	**$10,412,466**
Project Unappropriations - Completed Projects				
Saviers Road Resurfacing Project (C2002/203007)	-$42,638	$0	$0	$0
Beck Park Basketball Court Upgrades (C2106/215703)	-$28,175	$0	$0	$0
TOTAL	**$6,588,850**	**$3,665,950**	**$86,853**	**$10,341,653**

*Net zero impact reallocating funds between two projects

DISCUSSION

On January 3, 2023 staff presented a report seeking Council's authorization for additional reallocation of funding for various projects that could use additional funding to move forward and/or in an attempt to ensure Bond Proceeds were distributed to projects for complete spend-down of the Bond Proceeds. The following table (Table 2) was included in the January 3, 2023 staff report that the City Council approved.

Table 2. January 3, 2023 Reallocation of Projects (approved by the City Council)

Project Listing	Ormond 2006 TAB Allocation (Fund 315)	HERO 2006 TAB Allocation (Fund 315)	Southwinds 2006 TAB Allocation (Fund 315)	General Fund (101)
Ormond Beach Neighborhood Street Resurfacing (#C2109)	+364,312			
Ormond Beach Commercial Area Fiber Expansion (#C2126)	-364,312			
South Oxnard Center MPE Upgrade (including Fire System) (#C2011)		-108,144		
Garden City Acres Park Improvements (Cypress) (#C1402)		-39,036		
Saviers Road Street Resurfacing (#C2002)		**-223,023**		

Beck Park Basketball Court Upgrades (#C2106)		**-28,175**		
Council Chambers Remodel (#C2101)		**-171,500**		
Alleyways in HERO Boundary (#C2111)		+251,490		
Roof Replacement: South Oxnard Center (#C2010)		+318,388		+30,655
Southwinds Park – Benches and Trash Enclosures (#C2330)			+21,239	
Southwinds Park Basketball Court Resurfacing (#C2107)			-21,239	
Total New Appropriations	**$0**	**$0**	**$0**	**$30,655**

However, three projects from the HERO Tab allocation had been completed: Council Chambers (#C2101), Saviers Road Street Resurfacing (#C2002) and Beck Park Basketball Court Upgrades (#C2106) and therefore had no available appropriations to reallocate. With the resignation of the City Engineer in January 2023, it's unclear to the current staff why these recommendations were put forward for the Council to consider on January 3, 2023. Regardless, the following adjustments are recommended to ensure each of the below listed completed Capital Improvement Program (CIP) projects have sufficient funds to cover the actual costs.

Staff is recommending that Council approve the recommended action to transfer project appropriations in the amount of $422,698 in HERO Tab project allocations as noted in Table 3 below. This transfer will result in a zero project balance for each of the three completed projects (i.e., C2002, C2106, and C2101).

Since the funding source to make these three completed projects whole needs to come from the HERO Tab project allocation, staff is recommending taking those funds from the Alleyways Project (#C2111). It should be noted that in FY 2022-23, there was an appropriation of $2.25M of Measure O funding for alleys. This Measure O appropriation along with the proposed Measure O appropriation of $2.25M in FY 2023-24 for alleys is sufficient enough to fund the one alley project anticipated to be constructed in FY 2023-24, with the current available staff resources.

Table 3. Proposed Project Appropriation Transfers of HERO Bond Proceeds

PROJECTS	HERO 2006 TAB
TRANSFER FROM:	
Alleyways (#C2111)	-$422,698
TRANSFER TO:	
Saviers Road Resurfacing Project (#C2002)	+$223,023
Beck Park Basketball Court Upgrades (#C2106)	+$28,175
Council Chambers (#C2101)	+$171,500
NET CHANGE	**$0**

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The recommendation action will transfer project appropriations in the amount of $422,698 from the Alleyways Project (#C2111) to completed projects (#C2002, #C2106 and #C2101) in the HERO 2006 TAB project area which will result in a zero project balance for these three completed projects (#C2002, #C2106 and #C2101). There is sufficient funding in the Alleyways Project (#C2111) after this transfer is made to complete one anticipated alley project in FY 2023-34 with allocated Measure O funds in the current fiscal year and in Fiscal Year 2023-24 (if the FY 2023-24 budget is approved as presented).

Table 4. Project Appropriations by Project Area

PROJECT APPROPRIATIONS	HERO 2006 TAB	ORMOND 2006 TAB	SOUTHWINDS 2006 TAB	TOTAL 2006 TAB
Total project appropriations to date	$6,588,850	$3,665,950	$86,853	$10,341,653
Proposed transfers				
Alleyways (#C2111)	-$422,698	$0	$0	-$422,698
Reappropriations to 3 Projects (#C2002, #C2106 & #C2101)	+$422,698	$0	$0	+$422,698
TOTAL PROJECT APPROPRIATIONS	**$6,588,850**	**$3,665,950**	**$86,853**	**$10,341,653**

COMMITTEE OUTCOME

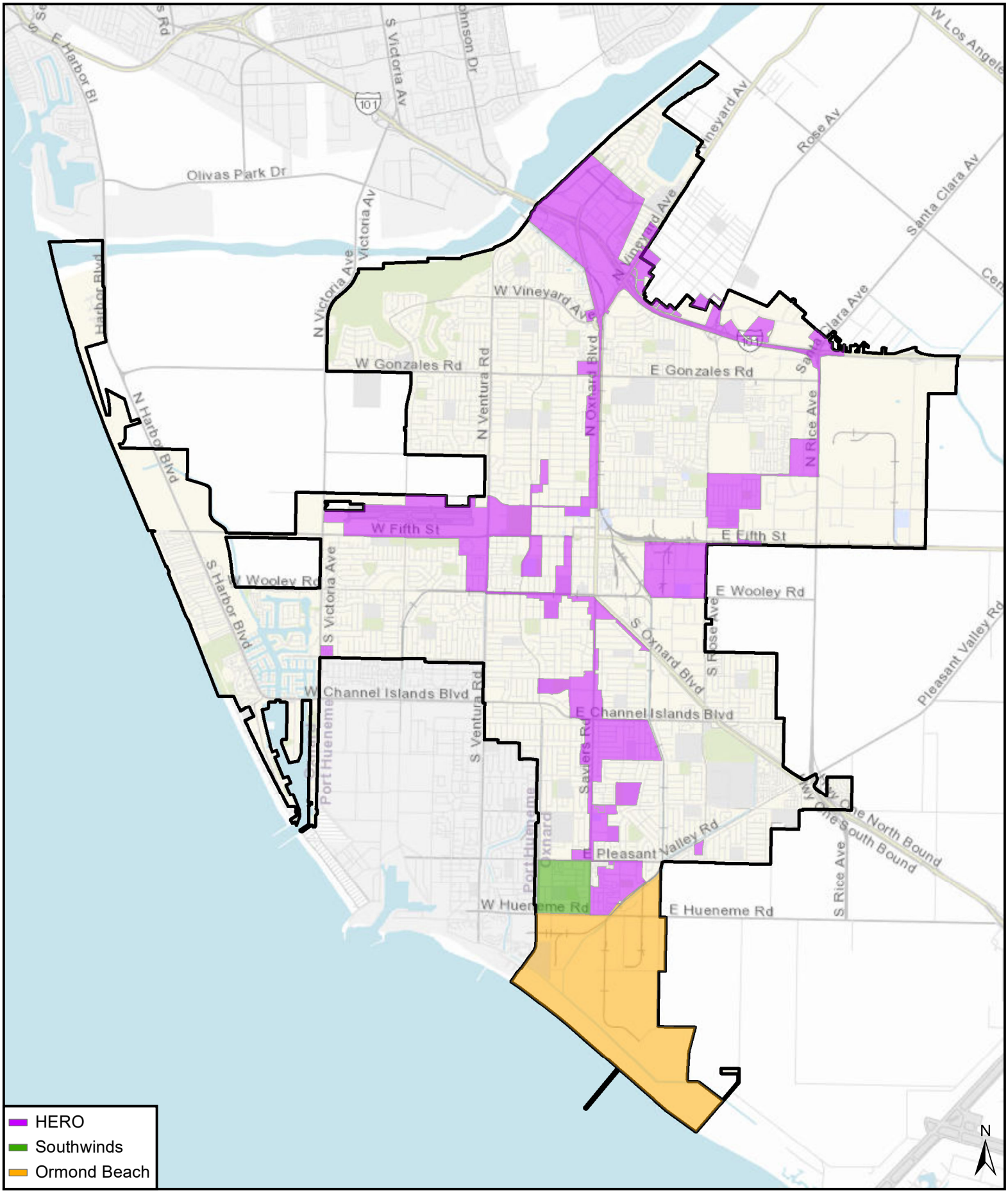
This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Christopher Solis, Assistant City Engineer

ATTACHMENTS

1. Project Area Map
2. 4-2-19 Council Agenda
3. 3-16-21 Council Agenda
4. 11-16-21 Council Agenda
5. 1-3-23 Council Agenda
6. Presentation

Oxnard Redevelopment Bond Areas



Created by:
CITY OF OXNARD
Geographic Information Systems Division
January 2021

3,800 0 3,800 7,600 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1.

DATE: April 2, 2019

TO: City Council

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

SUBJECT: Five Year Capital Improvement Program and Use of Bond Proceeds. (30/10/20)

RECOMMENDATION

That the City Council:
1. Select which projects to fund from the Draft 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP");
2. Adopt the 2019-2024 City of Oxnard Five Year Capital Improvement Program; and
3. Approve the proposed list of non-CIP redevelopment bond proceeds projects and appropriate funding to these projects. (By the time this item is posted for City Council, the CIP will not have yet gone to the Public Works and Transportation Committee for review. It goes to the Committee on March 26, 2019. Staff will provide a report to the Council at a later date regarding the recommendation of the Committee.)

BACKGROUND

The purpose of a capital improvement program (CIP) is to provide an overview of the City's current and reasonable anticipated construction and repair needs over the next five years. Oxnard's CIP contains projects to restore the City's facilities, and each project must have a cost of $100,000 or more, including design, environmental review, and construction. The CIP currently has approximately 200 projects listed, and the total cost of all projects, not including prior appropriations, is approximately $480.5 million. The CIP does not address maintenance activities, which are included in operation and maintenance budgets, or the rehabilitation of all of the City's assets; repairs to a city's fleet, for example, are not typically included in a CIP. Examples of projects that the CIP includes are:

- Construction and major alterations of buildings
- Information technology (IT) hardware (but not software)
- Pipeline replacement
- Playground structure replacement
- Street rehabilitation
- Traffic signal hardware installation
- Wastewater Treatment Plant electrical work

Planning over a five year horizon is critical for budgeting resources – both human and financial. Adopting a CIP allows staff to schedule projects according to anticipated revenues and workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise.

A CIP is a five year projection and plan. It is possible that next year new projects could be added as unforeseen

problems arise.

The Housing Authority's CIP

The Housing Authority adopts its own CIP with its annual plan per federal regulations. Those projects are not listed in this CIP, except for two projects where the Housing Authority had insufficient funding. The Housing Authority's CIP includes projects to bring facilities into disability law compliance, update kitchen cabinets, fix plumbing cleanouts and drain lines, resurface parking lots and walkways, and reroof and rehabilitate the community center. These projects will take place at various sites.

Challenges

The City faces a number of challenges when it comes to maintaining our assets.

- Aging Infrastructure: The City of Oxnard is over 100 years old, and much of our infrastructure is old. Roads, storm drains, utilities and buildings all have a limited service life. The City's assets have aged but funding has not been reinvested to keep our assets in good condition.
- Competing Costs: The City has grown during its lifetime and, thus, has required increases in City services, especially in the areas of public safety, and an expansion of public infrastructure. These costs compete with each other for funding.
- Deferred Maintenance: Past budgets have not kept up with maintenance and replacement of the City's physical assets. Repairs and replacement of buildings, vehicles and equipment are being addressed on an emergency basis. This is not cost effective.
- Unassessed Capital Deficiencies: An inventory of the condition of the City's physical assets is needed to identify all capital needs. Many of these assets have surpassed their useful lives but are still in service. The inventory will identify the physical condition of each asset and will recommend maintenance or replacement.
- Lack of dedicated funding: Capital improvements are financed using cash (pay-you-go), borrowing or grants. Plans and strategies for financing capital projects are needed. Future budgets will have to address the needs for capital dollars as well as maintenance funds to preserve the City's assets and extend their useful service lives.

Project Prioritization

Since there are more needs than there is funding to meet those needs, projects must be prioritized. Staff prioritized as follows:

- Priority 1 (Health and Safety): These projects are needed to maintain or improve human health or safety. An example is the Rice Avenue and Fifth Street Railroad Grade Separation project. This location has a history of vehicle versus train collisions, and this project will eliminate that potential. Certain projects that keep the Wastewater Treatment Plant from malfunctioning are related to health, as untreated sewage can lead to critical impacts. Some of the Fire and Police projects fall into this category as well.
- Priority 2 (Asset Preservation): These projects are needed to maintain or protect our existing assets. An example are the street paving projects. Our pavement management program aims to pave our poorest condition and arterial roads first. Waiting until the pavement fails is much more costly.
- Priority 3 (New or Expanded Services): These are projects that create something new, like a new park, or increase the capacity of existing facilities, like large water or sewer lines.

Within these priorities, staff also considered:

- Grant Funding: If there is already grant funding available, there is a deadline for constructing the project. We never want to lose money, so these projects are given priority over projects for which the only funding source is General Fund or Measure O.
- Urgency: Priority 2 (Asset Preservation) is a large category, but some of these projects are more urgent than others. An example would be sewer manholes. Over time, sewer gases like hydrogen sulfide eat away at the concrete and steel in the structure, and the manholes need to be replaced.
- Staff Capacity: Even if there were enough money to complete all of these projects, there would not necessarily be enough staff to manage all projects. Once projects were prioritized, the list of projects was balanced against available staff resources, also taking into consideration what contract services could be enlisted to complete each project.
- Project Balance: There are needs all over the City. The City cannot just focus on roads and let buildings fall apart or favor Fire Department projects over Police Department projects. Some consideration must be given to balancing competing concerns.

Programming of Redevelopment Bond Proceeds

As part of the CIP process, staff is recommending funding eligible CIP projects with the redevelopment bond proceeds. In a series of actions taken by the former Oxnard Community Development Commission in November 2006, separate tax allocation bond measures were approved for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see Attachment C). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of activities to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold. As of September 2018, the City has the following amounts of Bond Proceeds, including investment earnings thereon, on deposit in the respective redevelopment funds:

Project Area:	Fund Balance:
HERO	$5,623,301
Ormond Beach	$3,641,109
Southwinds	$99,905

Staff is proposing that some of these Bond Proceeds be used toward CIP projects. For example, there are building improvements at the South Oxnard Center, Police Activities League (PAL) Facility, Council Chambers, and park improvements at Cypress Park. Additionally, staff has identified five more projects outside of the CIP that can utilize these Bond Proceeds. Those projects include park improvements, ADA improvements, and land acquisition for the expansion of the Advanced Water Purification Facility. See Attachment D for the list of proposed Bond Proceed projects.

The CIP Development Process

Staff navigated a rigorous process to prepare the CIP, as follows:

1. Departments identified necessary capital improvements and submitted those to the CIP working group. The departments clarified the requested scope of work, and Public Works staff confirmed the requested repair or change would be the right fix for the problem.
2. Staff reviewed projects for conformity with the General Plan and other needs assessments. For example, bicycle facility projects need to be in conformance with the Bicycle and Pedestrian Master Plan.
3. Staff verified cost estimates and determined priorities for funding. Public Works staff developed

independent cost estimates to ensure the accuracy of the provided estimates.

4. Staff prepared the introductory portion of the CIP document to give a broad overview of the proposed projects in a greater context of City needs.
5. Staff presented the CIP projects to the Planning Commission on March 7, 2019. In accordance with Section 65401 of the Government Code, the Planning Commission found all CIP projects to be in conformance with both the City of Oxnard 2030 General Plan and the City of Oxnard Local Coastal Plan. The Planning Commission's adopted resolution making this finding is attached to this staff report.

Presenting to this Committee is the sixth step in this process, and if so recommended, the final step will be to present the CIP to the City Council for adoption.

DISCUSSION

The CIP explains where the City is in terms of many assets and needs, what a capital program and project are, how projects were selected and prioritized, and how projects are financed. The document highlights examples of projects by funding source, Council district and fiscal year. All projects are sorted in the appendices in the following ways:

- By fiscal year, then funding source
- By fiscal year, then by district
- By fiscal year alone
- By fiscal year, then by priority

The projects are organized into six categories: buildings, information technology (IT), parks and open space, seawalls, transportation and drainage, and utilities. Each category has a different icon on the top right of the project sheets and a related color. Within each category, the projects are listed alphabetically. The project sheets include, per project:

- The project title
- Location
- Council district(s) impacted (or a project may have citywide benefit)
- Project description
- Purpose and need
- Relevant category and goal of the General Plan
- Fiscal years the project will span
- Funding source and cost estimate
- Priority level
- Name, photo and contact information for the Project Manager

In addition to determining the appropriateness of the use of Bond Proceeds as recommended, the task of the Public Works and Transportation Committee is to recommend, and later the Council to determine, which CIP projects should be funded in which fiscal year. Though this is a five-year CIP, the only projects that the Committee is recommending, and the Council is approving for funding, are those in 2019-20. The projects funding for 2019-20 will be integrated into the City's 2019-20 budget. Projects in later years will return in future annual CIPs.

Of the projects proposed for 2019-20, the City has funding to complete such projects, other than projects listing the General Fund or Measure O; in those two instances, there is such funding, but these projects compete with other City needs, so the Committee will need to recommend, and the Council will ultimately decide which of these projects to fund. Staff recommends that the Committee focus on Priority 1 projects.

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

Whatever projects Council ultimately determines to be within its adopted CIP will be included in the City's budget. Upon approval by both Committee and City Council, Bond Proceeds totaling $5,623,301 in the HERO Project Area, $3,641,109 in the Ormond Beach Project Area, and $99,905 in the Southwinds Project Area will be made available to fund the Projects as identified in this report.

COMMITTEE OUTCOME

By the time this item is posted, it will not have yet gone to the Public Works and Transportation Committee for review. It goes to the Committee on March 26, 2019.

Prepared by: Rosemarie Gaglione, Public Works Director, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Attachment A - Planning Commission Reso 2019-08
2. Attachment B - Draft 2019-2024 City of Oxnard Five Year Capital Improvement Program
3. Attachment C - Map for Use of Bond Proceeds
4. Attachment D - Projects Funded with Bond Proceeds

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.9

DATE: March 16, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION

That the City Council:
1. Find that the appropriation of bond proceeds is not a "project" pursuant to California Environmental Quality Act (CEQA) sections 15061(b)(3) and 15378;
2. Approve the list of redevelopment bond proceeds projects; and
3. Appropriate $6,563,223 of 2006 Tax Allocation Bond (TAB) Proceeds for street and alley resurfacing, parking lot improvements, and fiber network expansions.
(Finance and Governance Committee approved 3-0)

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see attached map). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of projects to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold, and they must be used for construction of new public facilities or improvements.

On April 2, 2019, in conjunction with adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP"), staff requested that Council approve a proposed list of projects for the Bond Proceeds and appropriate funding to these projects. Included in that list were two projects--the AWPF Expansion Land Acquisition ($3,141,109 of Ormond Beach funding), and the Oxnard PAL Facility Rehabilitation ($2,298,700 of HERO funding)--that are no longer viable. In both cases, the timelines for completion are a few years, and the funding needs to be spent faster than that. Therefore, staff is now requesting that funds be un-appropriated from these projects and that the funds be re-appropriated toward other projects inside the same project area.

DISCUSSION

Ormond Beach Bond Proceeds

In addition to the amount for the prior proposed project, the Ormond Beach bond proceeds have accrued an additional $112,930 of interest earnings, so the total re-appropriation amount is $3,254,039. Staff proposes the following four uses for these funds:

1. Ormond Beach Neighborhood Street Resurfacing
   Resurfacing of several streets within the Ormond Beach Neighborhood--including Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard--as well as median rehabilitation and gateway upgrades along Hueneme Road from J Street to Edison Drive, including replacement of medians, trees, street signs, and gateway signs.
   Estimated cost: $2,000,000.

2. Perkins Road Parking Lot Improvement
   Parking lot improvements located at the terminus of Perkins Road which includes resurfacing of the entire parking lot, new fencing and gates, light-up bollards, and 2 electric vehicle charging stations.
   Estimated cost: $600,000.

3. Ormond Industrial Area Fiber Expansion
   Fiber network extension to Ormond manufacturing zoned area - Install approximately 7,000 feet of 144 strand fiber optic cable on Arcturus Avenue, McWane Boulevard, and Edison Drive. The fiber build would connect to the existing fiber network on East Hueneme Road forming a "loop" encompassing the entire perimeter of the light manufacturing zoned area. This would provide the foundational infrastructure to deploy high-speed broadband, community security systems or other "smart city" applications with future development in the area.
   Estimated cost: $412,500.

4. Perkins Road Fiber Expansion
   Fiber network expansion and connection to the stormwater pump station at the southern end of Perkins Road. This connection would facilitate the deployment of SCADA infrastructure to monitor the pump station in real-time, and the deployment of cameras connected to the wastewater CCTV security system to improve the safety and security of the pump station.
   Estimated cost: $153,450.

Since the Ormond Beach Project Area is in the coastal zone, staff is concerned that any project that requires Coastal Commission approval will not be able to obtain that approval fast enough. Thus, the balance of these funds, and any additional unspent Ormond Beach bond proceeds (for example, if one of these projects came in below cost) would be shared among the underlying taxing jurisdictions (the County, the school districts, and the City itself, among others) via distributions from the Real Property Tax Trust Fund of the Successor Agency to the former redevelopment agency of the City.

HERO Bond Proceeds

In addition to the amount for the prior proposed project, the HERO bond proceeds have accrued an additional $212,119, so the total re-appropriation amount is $2,498,875. Staff proposes this entire amount be used for reconstruction of alleyways. Some of the lowest Pavement Condition Index (PCI) ratings for alleyways within the HERO geographic boundaries are the following:

Alley		**Current PCI**	**Cost**
1	Pleasant Valley Road Alley (between C Street and Saviers Road)	0	$177,980
2	Alley east of Saviers Road (between Dollie Street and Pleasant Valley Road)	0	$198,000
3	Alley east of Fournier Street (between Channel Islands Boulevard and Tamarac Street)	0	$357,500
4	Alley north of Maple Street (between Saviers Road and San Marino Street)	0	$81,400
5	Alley east of A Street (between First Street and Second Street)	0	$156,200
6	Alley north of Lark Street (between Samuel Avenue and Circle Drive)	1	$360,800
7	Alley east of Paula Street (between Clinton and Tamarac Streets)	2	$239,800
8	Alley east of J Street and alley north of Linden Drive (between J and Kamala Streets)	4	$294,140
9	Alley south of Ontario Street (between Ninth Street and Wooley Road)	7	$157,520
10	Alley north of Glenwood Drive, alley east of C Street, and alley south of Gonzales Road (between Oxnard Service Boulevard)	9	$258,720
11	Alley north of First Street (between A Street and Oxnard Boulevard)	15	$52,800
12	Alley east of D Street (between Fifth and Seventh Streets)	18	$184,800
Total			**$2,519,660**

Since the total estimated cost of the alleys listed above exceeds the total amount of HERO funds available, staff will plan to repave the first eleven alleyways listed above. If we can accomplish the D Street alley within the total dollar value of $2,498,875, we will proceed; if we cannot, we will not complete this last alleyway. This paving will be coming to Council, packaged as one project, for construction contract award, at which time staff will be able to share which alleys we can ultimately accomplish with these funds.

Planning Commission Determination of Conformity with General Plan

With the exception of the two fiber network extensions and the parking lot improvements listed above for Ormond Beach funding, all of the aforementioned projects were in the 2019-2024 or 2020-2025 CIP (or both), so the Planning Commission has already determined that they are in

conformance with the City's General Plan and relevant Coastal Land Use Plan policies. On February 18, 2021, staff brought forth the two fiber network extensions and parking lot improvements to the Planning Commission, which determined these projects are also in conformance with the City's General Plan and relevant Coastal Land Use Plan policies.

As required by the California Environmental Quality Act (CEQA), environmental review will be conducted prior to construction of the individual projects identified within this staff report. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA. The proposed appropriation of bond proceeds activity is not a "project" as the lead agency has determined with certainty that pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 the proposed funding document does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environmental.

STRATEGIC PRIORITIES

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

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Objective 2a. Develop a City-wide asset management program.

Objective 2b. Develop an asset management funding plan.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

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.

FINANCIAL IMPACT

The attached Budget Appropriation Request and table below outlined the appropriation action totaling $4,391,468 of 2006 Tax Allocation Bond (TAB) Proceeds. This is for the projects listed above and four projects previously approved on April 2, 2019--including the Council Chambers Remodel ($300,000 of HERO funding), Beck Park Basketball Court Upgrades ($99,905 of HERO funding); Southwinds Park Basketball Court Resurfacing ($86,853 of Southwinds funding); and Thompson Park, Community Center Park and Johnson Park Upgrades ($399,696 of HERO funding)--that were not listed in a B.A. at that time and so have been added to this B.A.

Project Listing	**Ormond 2006 TAB Allocation**	**HERO 2006 TAB Allocation**	**Southwind 2006 TAB Allocation**
Ormond Beach Neighborhood Resurfacing	2,000,000		
Perkins Road Parking Lot Improvement	600,000		
Ormond Industrial Area Fiber Expansion	412,500		
Perkins Road Fiber Expansion	153,450		
Alleyways		2,498,875	
Council Chambers Remodel		300,000	
Beck Park Basketball Court Upgrades		99,905	
Thompson Park, Community Center Park, & Johnson Park Upgrades		399,696	

Southwinds Park Basketball Court Resurfacing			86,853
Unappropriation of Oxnard PAL Facility Rehab		(2,180,596)	
Total Appropriations	$3,165,950	$1,138,665	$86,853

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. BA - 2006 TAB Allocation 2.12.21
2. Redevelopment Bond Areas Map
3. Alley Map

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: November 16, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Budget Appropriation for the PAL Gymnasium South Wing Roof Replacement Project PW 20-11.

RECOMMENDATION

That the City Council approve and authorize:
1. The City Manager to execute a budget appropriation transfer in the amount of $180,385 from the Saviers Road Street Resurfacing Project (203007) to the PAL Gym Roof Replacement Project (205501) in the 2006 TAB HERO Fund (315); and
2. An increase of $50,000 in Project contingency from $20,649 to $70,649 for use in this Project and to extend the completion date to February 28, 2022.

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate Tax Allocation Bond (TAB) issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds project areas. These bonds were required to be used for the financing of redevelopment activities within these project areas.

In November 2014, the Successor Agency transferred these bond proceeds to the City. The bond documents allow a broad range of projects to be undertaken, but were restricted to the geographic boundaries of each project area for which the bonds were sold. Additionally, they must be used for construction of new public facilities or improvements.

On April 2, 2019, in conjunction with adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program (CIP), staff requested that the City Council approve a proposed list of projects for the bond proceeds and appropriate funding to these projects. Included in that list was the Oxnard PAL Facility Rehabilitation with $2,298,700 of HERO funding.

One of the approved projects for the PAL Rehabilitation was the PAL Gymnasium South Wing Roof Replacement (Project). This Project was awarded in January 2020 to Pueblo Construction (Contractor) in the amount of $206,490.60 plus $20,649 in project contingencies and $20,649 in project allocations for engineering, inspection, survey and project management (Attachment 2). The original completion date was anticipated to be April 16, 2020.

DISCUSSION

The Contractor started work on this Project in January of 2020. However, while removing the old roof, unforeseen dry rot damage to the structural beams and supports was discovered. The Project was stopped until further inspection and a corrective action plan was approved by a structural engineer. The Project was placed on hold for several months while the architect and the structural engineer provided alternatives to the City. Furthermore, there were additional delays as a result of the Covid-19 pandemic.

On March 16, 2021, while the Project was delayed, Public Works requested the City Council to un-appropriate funds from the overall PAL Facility Improvements Project and re-appropriate it toward the Alley Resurfacing project (Attachment 3). Although this request was originally done to cover any potential shortfall of the alley project, another HERO funded project (Saviers Road Resurfacing) was completed under budget in May 2021 and resulted in a remaining project balance of $223,023.

Currently, a new set of plans with corrective action for the Project has been approved and a new permit was issued by the City. Therefore, a budget appropriation of $180,385 from the Street and Alley Resurfacing Project to the 2006 TAB HERO Fund (315) is necessary to complete the PAL Gym Roof Replacement Project.

Pueblo Construction has already been paid $100,270.82 for work completed during the roof removal and $17,133.18 has been spent on project allocation costs for a total of $117,404. To cover the unforeseen work, staff is recommending to add $50,000 to the Project. With this additional funding, the total budget appropriation request will be $180,385, and result in a total Project budget of $297,789. The Project is anticipated to be completed in early Spring 2022 absent any additional unforeseen issues or weather delays.

PAL Gym Roof Replacement Project			
	Original Project Allocations	Proposed Additional Allocations	New Project Allocations
Construction	$206,490.60	$0	$206,490.60
Project Contingency	$20,649.00	$50,000.00	$70,649.00
Project Allocations	$20,649.00	$0	$20,649.00
TOTAL	**$247,788.60**	**$50,000.00**	**$297,788.60**
Project Budget	**$117,404.00** (net after reductions)	**$180,385.00**	**$297,789.00**

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The current amount of budget appropriations in this Project is $117,404 which has already been spent with Pueblo Construction ($100,270.82) and Project allocation costs ($17,133.18). The cost to complete the remaining PAL roof replacement and to reappropriate funds to this Project is $180,385 as noted in the discussion section above. A project budget transfer from the Saviers Road Street Resurfacing Project (203007) to the PAL Gym Roof Replacement Project (205501) in the 2006 TAB HERO Fund (315) is necessary to complete the Project. After the budget transfer, the new total budget for this Project will be $297,789.

PAL Gym Roof Replacement Project Budget Appropriations			
	Current Project Budget	**Project Budget Transfers**	**New Project Budget**

Saviers Road Street Resurfacing Project (203007)	$1,100,000	-$180,385	$919,615
PAL Gym Roof Replacement Project (205501)	$117,404	$180,385	$297,789

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. Budget Appropriation
2. Agenda Report Pueblo Construction
3. Agenda Report TAB Appropriation
4. A-8188 Pueblo PAL Roof PW 20-11

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: January 3, 2023

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION

That the City Council:

1. Approve the proposed list of redevelopment bond proceeds projects;
2. Authorize the re-allocation of all remaining 2006 Ormond Beach Tax Allocation Bond (TAB) Proceeds for the purpose of completing the Hueneme Road work related to the Ormond Beach Neighborhood Street Resurfacing project;
3. Authorize a budget appropriation of $30,655 from the General Fund (101) and corresponding Capital Outlay Fund (301) for the Roof Replacement: South Oxnard Center project (# C2010);
4. Authorize the re-allocation of all remaining 2006 HERO TAB Proceeds for the purpose of completing the Roof Replacement: South Oxnard Center project and for paving more alleyways; and
5. Authorize the re-allocation of all remaining 2006 Southwinds TAB Proceeds for the purpose of adding park benches and trash enclosures at Southwinds Park.

(Pursuant to Sections 15061(b)(3) and 15378 of the California Environmental Quality Act (CEQA) Guidelines, this item is not a "project" subject to CEQA.)

(Finance and Governance Committee approved 3-0.)

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see Attachment 1 for maps). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of projects to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold, and they must be used for construction of new public facilities or improvements.

On April 2, 2019, in conjunction with adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP"), staff requested that Council approve a proposed list of projects for the Bond Proceeds and appropriate funding to these projects. On March 16, 2021, staff returned to the Council to revise the list of projects because some of the projects were determined to be no longer viable.

For reference, this staff report references the City's capital improvement programs (CIPs) from 2019-24 through 2022-27. For quick reference, these CIPs can be found at the following links:

- CIP 2019-24: https://www.oxnard.org/wp-content/uploads/2019/04/CIP.pdf
- CIP 2020-25: https://www.oxnard.org/wp-content/uploads/2020/09/CIP20-25-Final.pdf
- CIP 2021-26: https://www.oxnard.org/wp-content/uploads/2021/08/CIP-2021-2026_FINAL.pdf
- CIP 2022-27: https://www.oxnard.org/wp-content/uploads/2022/11/CIP22_27_Final.pdf

DISCUSSION

Ormond Beach Bond Proceeds

Below is the status of the prior projects within the Ormond Beach area:

1. Perkins Road Bike Lanes
Install Class II and Class III bicycle lanes, bicycle detection, and pedestrian improvements including median bulb-outs, and signing and striping on Perkins Road. This is in the 2019-24 CIP on page 86 under the broader project titled "Bicycle & Pedestrian Facilities." The Perkins Road portion of this project was budgeted for $500,000 and will be completed in late Spring 2023.

2. Ormond Beach Neighborhood Street Resurfacing
Resurfacing of several streets within the Ormond Beach Neighborhood–including Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard–as well as median rehabilitation and gateway upgrades along Hueneme Road from J Street to Edison Drive, including replacement of medians, trees, street signs and gateway signs. This is in the 2022-27 CIP on page 63. This project was appropriated $2,000,000, and Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard were completed on September 26, 2022, for $1,968,917. Hueneme Road work has not been completed due to needing to replace storm drains and cast iron first. Furthermore, there was not enough funding to complete the street and median work with the remaining HERO funds. Accordingly, we request an appropriation of $1,500,000 from the General Fund over the original $2,000,000 in Bond Proceeds to complete the street and median work.

3. Perkins Road Parking Lot Improvements
Parking lot improvements located at the terminus of Perkins Road, which includes resurfacing of the entire parking lot, new fencing and gates, light-up bollards, and two electric vehicle charging stations. This is in the 2022-27 CIP on page 67. The parking lot was resurfaced; however, the County will not allow the rest of the improvements because this property is on a landfill. This project was appropriated $600,000 and was completed on September 26, 2022, for $600,000.

4. Ormond Beach Commercial Area Fiber Expansion
Fiber network extension to Ormond manufacturing zoned area. This is on 2021-26 CIP page 72. Install approximately 7,000 feet of 144 strand fiber optic cable on Arcturus Avenue, McWane Boulevard, and Edison Drive. Of the $412,500 appropriated for this project, staff spent $48,188 on this project for design of the fiber lines and has closed out the project. For various reasons, it does not make sense to install such fiber at this time, but these plans will be saved for future use.

5. Perkins Road Fiber Expansion
Fiber network expansion and connection to the stormwater pump station at the southern end of Perkins Road. This is on 2021-26 CIP page 73. This connection would facilitate the deployment of SCADA infrastructure to monitor the pump station in real-time, and the deployment of cameras connected to the wastewater CCTV security system to improve the safety and security of the pump station. Of the $153,450 appropriated for this project, staff spent $16,063 on this project for design of the fiber lines and will install the fiber lines in Spring 2023.

The balance of the Ormond Beach Bond Proceeds available for re-allocation is currently $364,312. Staff proposes using this balance, plus any other Ormond Beach Bond Proceeds (such as if the Perkins Road Bike Lanes or Fiber Expansion projects are completed under budget), to complete the Ormond Beach Neighborhood Street Resurfacing (item 2 above). The remaining work on this project, including resurfacing and reconstruction of medians along Hueneme Road from J Street to Edison Drive, is estimated at $1,850,000, which exceeds the amount in the Ormond Beach Bond Proceeds; thus, the balance of the project cost will be paid by Measure E funds already appropriated for this purpose.

HERO Bond Proceeds

Below is the status of the prior projects within the HERO area:

1. Civic Center ADA Improvements/ Thin Maintenance Overlay, Phase II
Reconstruct sidewalks and parking lot surface to meet ADA requirements for the 305 West Third Street building in the City of Oxnard. This project was budgeted for $100,000 and was completed on December 7, 2020, for $100,000.

2. South Oxnard Center MPE Upgrade (including Fire System)
Upgrade to the building's fire life safety system. Upgrade the mechanical, plumbing, electrical and fire safety systems. Repair sidewalk, replace landscaping, and make interior improvements such as painting and general repairs. This is in the 2019-24 CIP on page 55. This project was budgeted for $250,000 and was completed on August 18, 2022 for $141,856.

3. Garden City Acres Park Improvements (Cypress)
Install new smart irrigation and new controller. Repair and resod damaged turf. Install an additional basketball court with lights. This is in the 2021-26 CIP on page 81. This project was budgeted for $350,000 in HERO funds and $342,729 in Quimby funds for a total budget of $692,729. The project was completed on July 18, 2022, for $491,581 ($310,964 HERO and $180,617 Quimby).

4. Saviers Road Street Resurfacing
Resurface existing asphalt concrete pavement on Saviers Road between Wooley Road and Hueneme Road. This is in the 2019-24 CIP on page 148. This project was budgeted for $1,100,000 and was completed on May 21, 2021, for $876,977.

5. Beck Park Basketball Court Upgrades
Resurface two basketball courts in Beck Park. This project was budgeted for $99,905 and was completed on May 6, 2022, for $71,730.

6. Council Chambers Remodel
Remodel of the City Council chambers including asbestos abatement, roof repair/replacement, ceiling replacement, production system improvements, and audio/visual upgrades. This is in the 2022-27 CIP on page 4. This project was budgeted for $300,000 from HERO (and $1,300,000 in PEG funding) and is anticipated to be completed by the end of December 2022 for $128,500 out of HERO funds.

7. Alleyways in HERO Boundary
In March 2021, staff listed 12 alleyways with some of the lowest pavement condition index (PCI) ratings within the HERO geographic boundaries. We explained that our goal was to pave all 12 listed alleyways, but that we would see how far the remaining HERO funding ($2,519,660) would stretch with this list. This is a subsector of the project titled Citywide Alleyway Reconstruction in the 2021-26 CIP on page 100. Using this allocation, staff has paved the following alleys:

- Alley east of Saviers Road (between Dollie Street and Pleasant Valley Road)
- Alley east of A Street (between First Street and Second Street)
- Alley north of Lark Street (between Samuel Avenue and Circle Drive)
- Alley north of Glenwood Drive, alley east of C Street and alley south of Gonzales Road (between Oxnard Service Boulevard)
- Alley north of First Street (between A Street and Oxnard Boulevard)

These alleys were completed on September 12, 2022, for a total amount of $1,006,846. Due to contractor delays, the following alleys are scheduled to be completed in late Winter 2023:

- Pleasant Valley Road Alley (between C Street and Saviers Road)
- Alley east of J Street and alley north of Linden Drive (between J and Kamala Streets)
- Alley east of D Street (between Fifth and Seventh Streets)
- Alley east of Fournier Street (between Channel Islands Boulevard and Tamarac Street)
- Alley east of Paula Street (between Clinton and Tamarac Streets)
- Alley north of Maple Street (between Saviers Road and San Marino Street)

- Alley south of Ontario Street (between Ninth Street and Wooley Road)

The estimated cost to complete these alleys is $1,764,304. Accordingly, we request an appropriation of $251,490 over the original $2,519,660 to complete this project.

8. Thompson Park, Community Center Park and Johnson Park Upgrades
Replacement of aging and damaged playgrounds at Thompson Park, Community Center Park, and Johnson Creek Park. This is in the 2022-27 CIP on page 36 under the larger project titled "Playground Replacement." A contract was awarded on this project on July 28, 2022, and work began on November 7th, 2022. Staff anticipates the work will be completed on January 31, 2023. The project was budgeted for $399,696, and to date, approximately $8,994 has been expended on this project for design.

9. Roof Replacement: PACC Ventura/ Oxnard Rental Spaces
Remove and replace the roofing material and metal flashing on the main rental spaces roof. This is in the 2022-27 CIP on page 17. This project was budgeted for $250,000 from HERO funds as well as $545,000 American Rescue Plan Act (ARPA) funding and $294,762 in Measure O Sales Tax. Staff bid this project out, and the lowest (though unresponsive) bid came in at approximately $1.4M; we will need to rebid this project, but we anticipate needing more funds which would require an additional ten percent over the bid amount for contingency and another ten percent for engineering and project management.Staff will request an additional appropriation for this project when staff brings this contract to Council for award.

10. Roof Replacement: South Oxnard Center
Replace the roof at the South Oxnard Center. This is in the 2022-27 CIP on page 18. This project was budgeted for $475,000. Staff has spent down $38,789 for design. Staff has bid this project out twice; the first time, we received no bidders, and the second time, the lowest bid came in at $649,960. Staff also needs an additional ten percent over the bid amount for contingency and another ten percent for engineering and project management. Accordingly, we request an appropriation of $349,043 over the original $475,000 to complete this project.

The balance of the HERO Bond Proceeds currently available for re-allocation is $569,878. Staff proposes using the balance of these funds, and any additional unspent HERO Bond Proceeds (for example, if one of the projects comes in below cost), to complete the Roof Replacement at the South Oxnard Center should that project need more funds and to pave more alleyways. The next few alleyways in the queue are the following:

- Alleys east and north of Sycamore Street (between Channel Islands Blvd and La Canada Avenue and Clinton Circle and Sycamore Street Alley)
- Alley north of La Canada Avenue (between Fournier Street and Sycamore Dr Alley)
- Alley north of Clinton Circle (between Clinton St/Paula St and Sycamore St Alley)
- Alley north of Paula Circle (between Paula Street and Sycamore Alley).

Staff intends to spend down the balance of the HERO funds on as many of these alleyways as we can complete. The list above is likely too ambitious, but staff is intentionally inserting more rather than less work so that we can spend down the full fund balance of HERO Bond Proceeds on these critical alleyways.

Southwinds Park Bond Proceeds

The only prior project within the Southwinds Park area is the Southwinds Park Basketball Court Resurfacing. This project entailed the resurfacing of two basketball courts and the installation of new backboards at Southwinds Park. This project was budgeted for $86,853 and was completed on October 22, 2022, for $65,614.

The balance of the Southwinds Bond Proceeds is $21,239. Staff proposes using the balance of these funds to replace aging park benches and trash enclosures at Southwinds Park.

Planning Commission Determination of Conformity with General Plan

The Planning Commission has already determined that projects in the CIP are in conformance with the City's General Plan and relevant Coastal Land Use Plan policies. As required by the California Environmental Quality Act (CEQA),

environmental review will be conducted prior to construction of the individual projects identified within this staff report. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA. The proposed appropriation of bond proceeds activity is not a "project" as the lead agency has determined with certainty that pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 the proposed funding document does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environmental review.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The Budget Appropriation request on March 16, 2021, outlined the appropriation action totaling $4,391,468 of 2006 Tax Allocation Bond (TAB) Proceeds, of which $3,165,950 was for Ormond Beach, $86,853 was for Southwinds, and $3,298,476 was for HERO. Now, due to the requests listed in the body of the staff report, the table below outlines the appropriation action for an increase to General Fund (101) of $30,655, a budget re-allocation of $955,429 of 2006 Tax Allocation Bond (TAB) Proceeds, of which $364,312 is for Ormond Beach, $21,239 is for Southwinds, and $569,878 is for HERO.

Project Listing	Ormond 2006 TAB Allocation (Fund 315)	HERO 2006 TAB Allocation (Fund 315)	Southwinds 2006 TAB Allocation (Fund 315)	General Fund (101)
Ormond Beach Neighborhood Street Resurfacing (#C2109)	364,312			
Ormond Beach Commercial Area Fiber Expansion (#C2126)	-364,312			
South Oxnard Center MPE Upgrade (including Fire System) (#C2011)		-108,144		
Garden City Acres Park Improvements (Cypress) (#C1402)		-39,036		
Saviers Road Street Resurfacing (#C2044)		-223,023		
Beck Park Basketball Court Upgrades (#C2129)		-28,175		
Council Chambers Remodel (#C2101)		-171,500		
Alleyways in HERO Boundary (#C2111)		251,490		
Roof Replacement: South Oxnard Center (#C2010)		318,388		30,655
Southwinds Park - Benches and Trash Enclosures (#C23XX)			+21,239	
Southwinds Park Basketball Court Resurfacing (#C2107)			-21,239	
Total New Appropriations	**0**	**0**	**0**	**30,655**

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on December 13, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Project Area Maps

Project Appropriation Transfers of Tax Allocation Bond (TAB) Proceeds

City Council
June 29, 2023

Christopher Solis
Assistant City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize project appropriation transfers in the amount of $422,698 in the 2006 HERO Tax Allocation Bond (TAB) Proceeds from the Alleyways Project (#C2111) to the Council Chambers Project (#C2101) for $171,500, Saviers Road Street Resurfacing Project (#C2002) for $223,023 and Beck Park Basketball Court Upgrades Project (#C2106) for $28,175 for the purpose of closing out completed projects.

BACKGROUND

- Tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas
- These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds
- The bond documents allow a broad range of projects to be undertaken in the Project Areas
- Between April 2019 and November 2021 action taken by the Council approved Bond Proceeds to fully or partially fund various capital projects

- January 3, 2023, with staff's recommendation, the City Council approved additional reallocations of funding for various projects

- Based upon current information, staff should not have recommended the 1/3/23 transfer of funds for 3 projects

- The following three projects from the HERO Tab allocation had been completed and therefore had no available appropriations to reallocate: Council Chambers (#C2101), Saviers Road Street Resurfacing (#C2002) and Beck Park Basketball Court Upgrades (#C2106)

- Staff is now recommending that Council approve to transfer project appropriations in the amount of $422,698 in HERO Tab project allocations

PROJECTS	HERO 2006 TAB
TRANSFER FROM:	
Alleyways (#C2111)	-$422,698
TRANSFER TO:	
Saviers Road Resurfacing Project (#C2002)	+$223,023
Beck Park Basketball Court Upgrades (#C2106)	+$28,175
Council Chambers (#C2101)	+$171,500
NET CHANGE	**$0**

- There is sufficient funding from Measure O project appropriations to complete one alley project with funds from the current fiscal year and funds in the Proposed Fiscal Year 2023-24 for the Alleyways Project

Project Appropriations by Project Area

PROJECT APPROPRIATIONS	HERO 2006 TAB	ORMOND 2006 TAB	SOUTHWINDS 2006 TAB	TOTAL 2006 TAB
Total project appropriations to date	$6,588,850	$3,665,950	$86,853	$10,341,653
Proposed transfers				
Alleyways (#C2111)	-$422,698	$0	$0	-$422,698
Reappropriations to 3 Projects (#C2002, #C2106 & #C2101)	+$422,698	$0	$0	+$422,698
TOTAL PROJECT APPROPRIATIONS	**$6,588,850**	**$3,665,950**	**$86,853**	**$10,341,653**

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.5

DATE: June 29, 2023

TO: City Council

FROM: Robert Ruben, Interim Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Third Amendment to Agreement A-8011 with Superion LLC, a CentralSquare Company, for Information Technology Software and Services. (10 minutes)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Third Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of $612,476 for FY23-24 with a new not-to-exceed total agreement amount of $2,070,981 for information technology software and services.

(The Finance & Governance Committee approved 3-0 on June 13, 2023,)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ZhhMgU2yb6A

BACKGROUND

For the past three decades, the City of Oxnard has been using the SunGard HTE Enterprise Resource Planning (ERP) system as its main core operational business system to handle functions such as accounts payable, purchasing, financial reporting, utility billing, and licensing. Over the years, the HTE system was acquired by companies such as Superion and, most recently, CentralSquare. Despite the City's transitioning of the financial portion of its ERP to Tyler Munis starting in October 2022, the HTE/Naviline system is still in use for certain functions such as payroll, utility billing and business licensing. As the implementation of the Tyler Munis system moves into new phases, use of the HTE system will continually go down. However, during this transitional period, HTE needs to be maintained and licensed while its functions get integrated into the Tyler Munis system.

CentralSquare also provides additional systems and services to the City. For example, the Click2Gov module is used to modernize the functionality of business licensing and permits to provide better service to residents and businesses. Systems such as Cognos and Analytics NOW are used by the Finance Department to aid in financial report creation and management. The Police Department uses the CryWolf system to track burglar alarms throughout the City. Furthermore, as the functionality of the Tyler Munis system is expanded, new technology solutions and programming services are needed throughout the multi-year phased transition to the Tyler ERP. In a departure from past agreements and despite attempts by staff to have this vendor provide City with a multi-year agreement, the third amendment is for a one-year term, which is CentralSquare's standard agreement term.

With the second amendment to this agreement of June 21, 2022, Council approved an amount of $80,000 for professional services related to the Tyler Munis ERP upgrade and change costs. In FY 22-23, City staff negotiated a separate professional services contract with CentralSquare setting a limit on the annual increase that the vendor can charge for its rendered services to 3% or less. Approximately $25,000 of this amount has been committed so far to projects related to water meter upgrade project data sharing and integration for Public Works. Such projects will continue to be required, and thus, it is necessary to have the authorization for such expenditures. With each year of Tyler Munis implementation, the type of software and services from CentralSquare related to the HTE system is expected to change according to

business needs. Thus, as these changes occur, staff will bring future renewals to Council for approval. This will also allow staff to update Council on major milestones and achievements and retirement of the HTE system.

For FY23-24, the following outlines expected costs for the City from CentralSquare:

TABLE - CentralSquare Estimated Costs, FY 23-24

Description	FY 23-24 Estimated Cost
HTE/Naviline ERP license and support	$213,255
Click2Gov for licensing, permitting, employee self service	$24,333
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	$40,000
Programming and consulting services	$255,000
Contingency (15%)	$79,888
Total	$612,476

A 15% contingency is included for unforeseen remediation or emergency needs, anticipated annual increases for third party software renewals, and flexible capacity to support City departments and CentralSquare's business requirements through June 30, 2024.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Appropriations are included in the proposed FY2023-24 Information Technology Operating Fund budget to cover all but $24,000 of this contract, which is included in the proposed FY2023-24 General Fund Police Department budget.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on June 13, 2023, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. A-8011 - Superion CentralSquare Agreement
2. A-8011 - Superion CentralSquare First Amendment
3. A-8011 - Superion CentralSquare Second Amendment
4. A-8011 - Superion CentralSquare Third Amendment
5. Presentation

Agreement No. A-8011

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

Superion, LLC
a Florida Limited Liability Corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("Superion")

AND

City of Oxnard
300 West Third Street
Oxnard, CA 93030

(for purposes of this Agreement, "Customer")

THIS AGREEMENT is entered into between Superion and Customer on the Execution Date, and Superion's obligations hereunder will commence on Execution Date.

Superion and Customer have entered into a Software License and Services Agreement dated December 26, 2006 (the "License Agreement") for the Software. Customer desires that Superion provide Maintenance and Enhancements for and new releases of the Baseline Software identified in the attached exhibits on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Customer further desires that Superion provide Disaster Recovery Services as specified and identified in Exhibit 3 of this Agreement. In addition, Customer desires the use of the Superion Transaction Manager as specified within Exhibit 4. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit" means, collectively: (i) The schedules attached to this Agreement including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Superion's warranty services and Superion's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in the exhibits as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means trade secret information of the disclosing party which is designated as trade secret prior to or at the

COUNCIL APPROVED
10/03/2017 K4
DATE

time of disclosure to the Recipient. Confidential Information of Superion includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is required to be disclosed pursuant to law.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Superion provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in the exhibits.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in the exhibits.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of the exhibits that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in the exhibits.

"Custom Modification" means a change that Superion has made at Customer's request to any Component System in accordance with a Superion-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Superion will provide Customer with Improvements is identified in the exhibits.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superion's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Superion-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superion's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The

hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to Superion's help desk by means of: (i) Superion's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superion's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, Superion will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in the exhibits.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay Superion the amounts provided for in the exhibits as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, Superion reserves the right to increase the Improvements fees. An increase in annual fees shall require written agreement of Superion and Customer. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse Superion for actual travel and living expenses that Superion incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Superion's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on Superion's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superion will invoice Customer for and Customer will pay to Superion all such tax amounts.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least three (3) months prior to the expiration of the initial Contract Year, Customer notifies Superion in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least three (3) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES**

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item and provided the public records exception continues to be met.- However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Superion's assignment of this Agreement or of any Superion rights under this Agreement to Superion's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Superion's assignment of this Agreement to any person or entity to which Superion transfers any of its rights in the Software.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of California, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

cuSign Envelope ID: 3608DAB5-A2D2-4039-AC57-B0EFD9D63642

By the signatures of their duly authorized representatives below, Superion and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

CUSTOMER

Tim Flynn 10/3/17

Tim Flynn, Mayor Date

ATTEST:

Michelle Ascencion 10/4/17

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

APPROVED AS TO FORM:

for 9/11/17

Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

9/7/17

Raja Bamrungpong, Date
Project Manager (required
for any agreement amount)

9/11/17

Keith Brooks, Date
Department Head

APPROVED AS TO AMOUNT:

for 4 Oct 2017

Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

9/26/17

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

SUPERION

DocuSigned by:
9/7/2017

Tom Amburgey, VP & General Manager Date

9/7/17

Lisa Neumann Controller 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 1

CONTRACT YEAR: July 1, 2017 through June 30, 2018 and each annual term thereafter.

Qty	Licensed Applications	Annual Support Term 7/01/2017-6/30/2018
1	NaviLine Click2Gov3 BP Wireless	$ 2,056.94
1	NaviLine Click2Gov3-Core Module	1351.00
1	NaviLine Click2Gov3-Occupational Licenses	3176.69
1	NaviLine Click2Gov3 - Customer Information System Module	5160.59
1	Cognos BI: Base Bundle Multi Data Source - NaviLine	1600.00
1	Procurement Card	2519.45
1	OnePoint Point of Sale	2050.85
1	Cash Receipts Credit Card Processing - AS400	742.46
1	BP Voice Response Selectron	2257.75
1	NAVI - Work Orders/Fac Mgmt.	8738.94
1	NAVI - Building Permits	6079.53
1	NAVI - Code Enforcement	3712.22
1	NAVI - Cash Receipts	3700.05
1	NAVI - Customer Information Systems	16419.00
1	NAVI - GMBA	14562.87
1	NAVI - Asset Management II - LF	0.00
1	NaviLine-Land/Parcel Management	5483.14
1	NAVI - Accounts Receivable	5148.42
1	NAVI - Occupational Licenses	5367.51
1	NAVI - PURCHASING INVENTORY	8002.59
1	NAVI - Payroll/Personnel	12031.27
1	NAVI - Planning/Engineering	8544.21
1	NAVI-DMS-Document Management Services	1235.38
1	CIS Voice Response Selectron	1947.40
1	CIX IVR Credit Card Interface	730.28
1	Cash Receipts Lock Box Interface	742.46
1	NAVI - Asset Management II	3523.57
36	Retrofit Modification Option	3600.00
1	Tax (Type - MA)	5056.33
		$ 135,540.90

***Improvements fees for current Contract Year** are subject to change and will be specified by Superion in an annual invoice.*

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvements fees for any subsequent Contract Year are subject to change and will be specified by Superion in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, Superion will

assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

EXHIBIT 2
Maintenance Standards

I. **Hours During Which Superion's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").

II. **Targeted Response Times**. With respect to Superion's Maintenance obligations, Superion will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superion "Telephone Support" hour occurring after Superion's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning Superion's Component Systems are not performing a process that has caused a complete work stoppage.	Superion has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superion has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning Superion's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superion has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non critical failure in operations occurs; meaning Superion's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superion has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superion has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superion's support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer.*

Supplement to the Superion LLC. Services Agreement
Recovery Solutions – System Recovery Service

1. **Term:** Initial Term of this Agreement begins July 1, 2017 and expires twenty-four (24) months from the date the initial Monthly Administration Fee is due under this exhibit. However, for purposes of making all payments due for recovery services, this Agreement will be retroactive with a beginning date of April 1, 2017.

2. **Services Groups:** Monthly Administration Fees, Declaration Fee and Additional Fees

   a. **Start-Up Fee:** Includes all fees required to initiate these service, excluding any Travel and Living Expenses that may be incurred.
   b. **Monthly Administration Fee:** Fees paid to maintain service availability for term of this contract.
   c. **Declaration Fee:** A fee of Three Thousand Five Hundred Dollars and 00/100 ($3,500) is due upon the declaration of a disaster/emergency situation by a designated client representative. The Initial Use period following a declaration is up to thirty (30) days per declaration.
   d. **Additional Fees**: Additional fees are those that are available to the client but are not required as a function of providing the recovery service.
   e. **Additional Usage Fee**: After the Initial Use period there will be a Five Hundred Dollar and 00/100 ($500.00) per day fee.

	Applications and/or Services	Monthly Access Fee
Service	System Recovery Service (SRP)	$ 3,093.13
Additional Services	Annual Testing - Once Per Year	Included in Monthly Fee
	Total Proposed System:	**$ 3,093.13**

3. **Payment Terms:**

Monthly Administration Fee: Monthly Administration Fees will be due on the first of each month. Monthly Administration Fees will be invoiced in advance on a monthly basis for a term of twenty-four (24) months at the rates listed below:

Months 1 – 24: $3,093.13 per month or $37,117.56 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Declaration Fee: Due upon declaration of a disaster/emergency situation by a designated client representative.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superion Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which Superion is seeking reimbursement, shall also be invoiced monthly.

4. **Other issues:**
   a. Upon commencement of this contract, the Customer will provide Superion with a list of Customer designated representatives. This is a list of individuals that the client has authorized to declare or terminate a state of emergency for their location. This list will include designated representative names, daytime, nighttime, mobile and FAX numbers and mailing address information.
   b. Only a designated Customer representative will be able to declare a state of disaster/emergency by calling Superion Systems Recovery at: **1-800-695-6915.**
   c. Initial declaration of disaster/emergency may be verbal, but must be followed up by a signed and dated statement that declares a state of disaster/emergency. This hardcopy statement must briefly document the state and cause of the disaster/emergency, be dated and contain contact information. This declaration document may be faxed or sent via overnight mail to Superion/Systems Recovery, 1000 Business Center Dr., Lake Mary, Fl. 32746 or FAX: 407-386-8878.
   d. Customer acknowledges that should Superion receive multiple declarations of state of disaster/emergency, Superion shall respond to clients on a first come – first serve basis.
   e. Termination of a previously declared disaster/emergency situation may be done verbally by a client designated representative and followed by a signed notification no later than two (2) weeks after verbal notification. This notification of service termination must be signed by a designated Customer representative and may be faxed or sent via overnight mail to Superion Systems Recovery, 1000 Business Center Dr., Lake Mary, Fl. 32746 or FAX: 407-386-8878.
   f. All tapes or other backup medium provided to Superion will be returned to Customer.
   g. Any hardware or software provided by Superion in performance of this Schedule A-Order Form is owned by Superion and is not the property of the Customer.

SUPERION TRANSACTION MANAGER

Initial Term of this Agreement begins July 1, 2017 and expires twenty-four (24) months from this date and will renew for another twelve month period as specified in Section 4 above. However, for purposes of making all payments due for Superion Transaction Manager services, this Agreement will be retroactive with a beginning date of April 1, 2017.

Superion Public Sector will invoice Customer a monthly usage fee equal to the following:

1. Eight point five cents ($.085) for each transaction processed by the Superion Transaction Manager during the prior month, or
2. Five point five cents ($.055) for each transaction processed by the Superion Transaction Manager during the prior month provided that Customer utilizes a Superion LLC approved payment partner for that transaction's related merchant services, or
3. One hundred fifty dollar ($150) if the applicable transaction-based monthly usage fee is not greater than one hundred fifty dollars ($150).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these terms relating to Superion Transaction Manager may occur at any time as may be required and such changes will be effective upon Superion LLC's written notice to each customer who utilizes the Superion Transaction Manager services.

For the purpose of the Superion Transaction Manager, the term "transaction " means a transaction that is submitted to the Superion Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to Superion LLC, Customer may terminate usage of the Superion Transaction Manager subscription effective upon the last day of the month in which the notice period concludes.

The Superion Transaction Manager solution is available 24 hours/ 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, Superion LLC reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to Superion LLC of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of Superion LLC's then- current reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

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FIRST AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This FIRST Amendment ("FIRST Amendment") to the Software License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21tst day of April 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Superion, LLC, a CentralSquare Company ("CentralSquare", "Superion" or "Vendor"). This First Amendment amends the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Superion LLC is now an entity owned by CentralSquare Technologies and is now called Superion LLC, a CentralSquare Company; AND

WHEREAS, City wishes to use Vendor's new offering of CentralSquare Naviline ASP as the means to access the HTE/Naviline system instead of through the physical AS400 server that is currently housed in the City.

NOW Therefore City and Vendor agree as follows:

1. The term of this Amendment is July 1, 2020 through June 30, 2023.
2. Exhibits 1, 2 and 3 of the Agreement are now replaced by Exhibit A.
3. The parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD		**Central Square Technologies, LLC**	
DocuSigned by: Alexander Nguyen 47AD98734EB14C2...	4/22/2020 | 10:28 AM PDT	See next page	
Alexander Nguyen, City Manager	Date	Todd Dooley, CFO	Date
		See next page	
		Danilo Garguilo, Sr. VP Business Transformation & Strategy	Date

APPROVED AS TO FORM:

DocuSigned by: Jason Zaragoza 38EAC838E8E3449...

4/21/2020 | 1:48 PM PDT

Stephen M. Fischer, City Attorney — Date

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EXHIBIT A

This CentralSquare Solutions Agreement (the "**Agreement**"), is entered into with CentralSquare Technologies, LLC under the terms and conditions of the Superion Solutions Agreement (00005934) dated August 6, 2018 (Agreement), between **Superion, LLC (Superion)** and **City of Oxnard, CA (Customer).** Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

CentralSquare Technologies, LLC	City of Oxnard
1000 Business Center Dr. Lake Mary, FL 32746	300 West 3rd Street, Suite 202 Oxnard, CA 93030
By: DocuSigned by: Todd Dooley 013A8BA2DCA64EB...	By:
Print Name: Todd Dooley	Print Name:
Print Title: CFO	Print Title:
Date Signed: March 18, 2020	Date Signed:
By: DocuSigned by: Danilo Gargiulo AAA5B6CFC387424...	
Print Name: Danilo Gargiulo	
Print Title: Sr. VP Business Transformation & Strategy	
Date Signed: March 18, 2020	

1. **SOLUTION: CentralSquare NAVILINE ASP identified in Exhibit A-1.**

2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a CentralSquare approved remote access client so that CentralSquare can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for CentralSquare staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, CentralSquare may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.

3. **DOCUMENTATION:** CentralSquare's standard user manuals for the Solution listed above.

4. **INITIAL TERM:** Thirty-Six **(36)** months commencing on the first of the month following Execution of this Agreement.

5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth on Exhibit A-1 shall automatically renew for successive one (1) year Renewal Terms at the then-current rates. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be.

6. **FEES**

A. ANNUAL ACCESS FEES: SEE Exhibit A-1

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a. ADDITIONAL AUTHORIZED USERS FEES: Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide CentralSquare with advance written notice and CentralSquare may increase the Access Fee payable under this Order accordingly.

b. OTHER FEES: If Customer's use of the Solution increases in any way which would reasonably cause CentralSquare to incur additional hardware costs to maintain such increased usage, CentralSquare shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

7. **THE LIABILITY CAP:** Shall be the total of the Professional Services and Annual Access Fees actually paid by Customer to CentralSquare under this Order during the twelve (12) month period immediately preceding the event giving rise to the claim occurring.

8. **PAYMENT TERMS:**

a. The Annual Access Fee is due the first of the month following Execution and annually thereafter on the anniversary date thereof.

b. Customer to pay System Recovery past due fees of thirteen thousand six hundred forty dollars and seventy one cents ($13,640.71) shall be due upon execution of this Agreement.

c. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit A-1. CentralSquare shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date.

d. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the CentralSquare Corporate Travel Expense Guidelines attached hereto as Exhibit A-2.

9. **ADDRESSES**

a. CUSTOMER ADDRESS FOR INVOICES: 300 West 3rd Street, Ste. 202, Oxnard, CA 93030

b. CUSTOMER ADDRESS FOR NOTICES: 300 West 3rd Street, Ste. 202, Oxnard, CA 93030

c. CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT: 300 West 3rd Street, Ste. 202, Oxnard, CA 93030

d. CENTRALSQUARE'S ADDRESS FOR NOTICES:

CentralSquare Technologies, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. **OTHER TERMS:**

a. CentralSquare shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.

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b. CentralSquare shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by CentralSquare for the upgrade of any customizations to the Solution made by CentralSquare at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.

c. As and when Customer is required to upgrade to a new release, CentralSquare shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to CentralSquare any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by CentralSquare. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors where reported and the date that CentralSquare has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.

d. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the CentralSquare Systems Change Request (SCR) form which will be prepared for the Customer by the CentralSquare Conversion Team Manager. There will be a Two Hundred Fifty dollar ($250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. CentralSquare will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data must be given to CentralSquare in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to CentralSquare along with this Order.

e. If after the expiration of the term of this Order Customer converts to a different vendor's applications, CentralSquare will provide, upon payment of CentralSquare's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in CentralSquare's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, CentralSquare shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by CentralSquare for such services.

11. Consent to Assignment

(a) Consent to Assignment. CentralSquare Technologies, LLC ("CentralSquare") through purchase currently owns all of the assets of CentralSquare, LLC, including all rights, title, and interest in the Core Product(s). Each Party (a) mutually consents to CentralSquare's substitution as the party obligated to perform under the Agreement; and, (b) agrees to be bound by all terms and conditions previously entered into the Agreement between Customer and CentralSquare.

Additionally, CentralSquare represents and warrants to Customer that: (i) it has the right, power, and ability to enter into and perform under this Agreement; (ii) it has all necessary rights to grant the rights and licenses under this Agreement; and, (iii) it will maintain all licenses, permits, and other permissions necessary to provide the services under the Agreement.

Order of Hierarchy. In the event of any conflict or inconsistency between this Agreement, the

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Exhibits, or any purchase order, then the following priority shall prevail:

1) The main body of this Agreement and any associated amendments or change orders.

2) Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable, and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

Notices. Any notice given by either Party shall be in writing, sent by United States registered or certified mail (certified or registered). Notices will be deemed effective when received. Notices shall be sent to the following:

For Customer:	City of Oxnard
	300 W. 3rd Street, Suite 202
	Oxnard, CA 93030
For CentralSquare:	CentralSquare Technologies LLC
	Attn: Legal & Contracts Department
	1000 Business Center Drive
	Lake Mary, FL 32746

12. OTHER TERMS APPLICABLE TO THIS ORDER:

- **SUPPORT STANDARDS SUPPLEMENT**
- **CENTRALSQUARE TRAVEL EXPENSE GUIDELINES (Exhibit A-2)**
- **COGNOS THIRD PARTY PRODUCTS SUPPLEMENT**
- **TRANSACTION MANAGER SUPPLEMENT**

EXHIBIT A-1 – ACCESS FEES

A. ACCESS FEES – INITIAL TERM

Term	Annual Access Fees
Year 1	$ 174,574.83
Year 2	$ 183,303.57
Year 3	$ 192,468.75

Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by CentralSquare in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. Annual Access Fees

	Applications and/or Services	Annual Access Fee
Existing NaviLine Products (Currently Licensed)	GMBA w/Extended Reporting, Customer Information System, Code Enforcement, Purchasing/Inventory, Planning & Engineering, Payroll/Personnel, Land/Parcel Mgmt, Work Orders/Facility Management, P-Card, Cash Receipts, Business Licenses, Building Permits, Asset Management II, Accounts Receivable, CIS Voice Response Interface, CIS IVR Credit Card Interface, CR IVR Credit Card Interface, Cash Receipts Lock Box Interface, BP Voice Response Interface, Document Management Services, OnePoint Point-of-Sale, Transaction Manager, NaviLine User Interface, NaviLine Jump Start Plan	$ 174,574.83
Existing Third Party Products (Currently Licensed)	Cognos BI:Base Bundle Multi-Data Source, Oracle BEA WebLogic Express	Included in Annual Access Fee
Retrofit Modifications	34 Mods	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superion. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for CentralSquare applications	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; $600 per additional refresh.	Included in Annual Access Fee
	Total Proposed System:	**$ 174,574.83**

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CENTRALSQUARE TECHNOLOGIES

EXHIBIT A-2

Support Standards

1. Service Level Commitments

1.1. Overall System Availability.

1.1.1. **Target.** In each Service Period, the target for availability of the CentralSquare Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the CentralSquare Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

1.1.2. **Measurement**. Service availability is measured as the total time that the CentralSquare Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

1.1.2.1. mutually agreed upon by CentralSquare and the Customer.

1.1.2.2. paid, installed and maintained by the Customer.

1.1.2.3. non-invasive and may not reside on CentralSquare's systems.

1.2. Calculation. Service Availability for a given month shall be calculated using the following calculation:

1.2.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.2.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

1.2.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

1.3. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

1.4. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. CentralSquare's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly CentralSquare Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

2. Server Performance & Capacity.

2.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional CentralSquare Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

2.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and

subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

3. **System Maintenance.**

3.1. CentralSquare Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

3.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

3.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

4. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to CentralSquare Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the CentralSquare Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the CentralSquare Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the CentralSquare Solutions but a fault exists that restricts the Customer's use of the CentralSquare Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the CentralSquare Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

4.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

5. **Disaster Recovery.** CentralSquare provides disaster recovery services for CentralSquare Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

6. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

6.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the CentralSquare Solutions.

6.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

6.3. material changes made to the usage of the CentralSquare Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer

or its subcontractors, of communications links necessary to the proper performance of the CentralSquare Solutions.

6.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

6.5. a documented Defect.

7. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

8. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

9.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4 as circumstances dictate. Service requests will otherwise be prioritized and scheduled similar to production service requests.

10. **Responsibility Summary Matrix.**

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for CentralSquare Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for CentralSquare Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X

Security		
Intrusion and Penetration Testing	X	

11. **Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.
12. **Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
13. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the CentralSquare Solutions.
14. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the CentralSquare Solutions, except such work as may be specifically purchased and outlined in Exhibit A-1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
15. **Disagreement Procedure.** In case the parties are in disagreement as to whether CentralSquare has fulfilled its support obligations, they shall use all reasonable efforts to amicably settle such dispute. If disagreement remains following a ten (10) day work period, the parties shall escalate the issue to the following representatives to resolve the dispute:

    CentralSquare: Director of Operations (first level); VP of Services (escalation – 1st level); General Manager (escalation – 2nd level)

    Customer: _____

    The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute the parties have a duty to continue fulfilling all their other obligations under this Agreement.

16. **Telephone Support & Support Portal**

    16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the CentralSquare Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration

    16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the CentralSquare Solutions shall be furnished by means of new Releases of the CentralSquare Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

    16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

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EXHIBIT A-3

CENTRALSQUARE TRAVEL EXPENSE GUIDELINES

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

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TRANSACTION MANAGER SUPPLEMENT

Special Terms Relating to the Transaction Manager: In addition to any Transaction Manager configuration and / or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the Transaction Manager. Upon the conclusion of each month following installation of the Transaction Manager (KT / OS-KT), CentralSquare will invoice Customer a monthly usage fee equal to the following:

i. Eight point five cents ($0.085) for each transaction processed by the Transaction Manager during the prior month;

or

ii. Five point five cents ($0.055) for each transaction processed by the Transaction Manager during the prior month provided that Customer utilizes a CentralSquare approved payment partner for that transaction's related merchant services;

or

iii. One hundred Fifty dollars ($150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars ($150.00).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these special terms relating to the Transaction Manager may occur at any time as may be required and such changes will be effective upon CentralSquare's written notice to each Customer who utilizes the Transaction Manager services.

For the purpose of the Transaction Manager, the term "transaction" means a transaction that is submitted to the Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to CentralSquare, Customer may terminate usage of the Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The Transaction Manager is the only solution for real-time, online transaction processing within the CentralSquare suite of internet and core products.

The Transaction Manager solution is available 24 hours / 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the Transaction Manager, Customer's license to use the OnePoint Payment Engine – KL (if applicable) shall terminate.

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, CentralSquare reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to CentralSquare of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of CentralSquare's then-current

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reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to CentralSquare by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit A-1.

2. Ownership. Cognos owns the Cognos Component Systems.

3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:

   (a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the CentralSquare Licensed Software.

   (b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by CentralSquare under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;

   (c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;

   (d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;

   (e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit A-1; and

   (f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit A-1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit A-1.

   (g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

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SECOND AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This Second Amendment ("Amendment") to the Software License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 24th day of May 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Superion, LLC, a CentralSquare Company ("CentralSquare", "Superion" or "Vendor"). This Second Amendment amends the First Amendment to the Software License Agreement entered into on April 22, 2020. The First Amendment amended the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Vendor provides City a Transaction Manager service under the Agreement; and

WHEREAS, Vendor has notified City that the Transaction Manager service reached end of life status at the end of December 2021; AND

WHEREAS, Vendor extended Transaction Manager service to City for an additional three months, ending March 31, 2022; AND

WHEREAS, City wishes to extend the Transaction Manager service for an additional 90 days, starting April 1, 2022, at a one-time cost of $6000.00; AND

WHEREAS, City wishes to consolidate all products and services that it uses from within the Vendor's portfolio of offerings under this Amendment.

NOW Therefore City and Vendor agree as follows:

1. Exhibit B is added to this Agreement, and is incorporated herein by this reference.
2. The Transaction Manager product is being discontinued by the Vendor. The Vendor shall extend the Transaction Manager service for an additional 90 days, starting April 1, 2022, at a one-time cost of $6000.00.
3. The total value of the Agreement for Purchase Order 8163 shall not exceed $1,458,505.
4. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
5. As so amended, the Agreement remains in full force and effect.

COUNCIL APPROVED
06/21/2022
DATE

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

CITY OF OXNARD

John C. Zaragoza, Mayor — Date: 6-21-22

ATTEST:

Rose Chaparro, City Clerk — Date: 6/21/22

APPROVED AS TO FORM:

DocuSigned by:
Jason Zaragoza
Stephen M. Fischer, City Attorney — Date: 5/25/2022 | 8:09 AM PDT

CENTRAL SQUARE TECHNOLOGIES LLC

DocuSigned by:
Dan Maier
Dan Maier, CRO — Date: 5/26/2022

DocuSigned by:
Barry Medintz
Barry Medintz, General Counsel — Date: 5/26/2022

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EXHIBIT B

CentralSquare Estimated Costs, 7/1/2020 through 6/30/2023

Description	FY 20-21	FY 21 -22 estimated	FY 22-23 estimated
HTE user license, support, hosting, disaster recovery	$174,575	$183,304	$192,469
Credit card Transaction Manager, processing fees	$10,000	$10,000	0
CryWolf Alarm management system - Police	0	$15,000	$15,000
Public Administrator software - utilities billing	0	$5,000	$5,000
Analytics NOW Financial reporting system	0	$20,000	$20,000
HTE ERP upgrade and change costs	0		$80,000
Contingency, 15%	0	$34,996	$46,870
TOTAL, per fiscal year	$184,575	$268,300	$359,339

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THIRD AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This Third Amendment ("Amendment") to the Software License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 24th day of May 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Superion, LLC, a CentralSquare Company ("CentralSquare", "Superion" or "Vendor"). This Third Amendment amends the Second Amendment to the Software License Agreement entered into on May 24, 2022, which itself amended the First Amendment entered into on April 22, 2020. The First Amendment amended the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Vendor continues to provide City with access to the HTE/Naviline ERP system under the Agreement for the period ending June 30, 2024.

NOW Therefore City and Vendor agree as follows:

1. Exhibit C is added to this Agreement, and is incorporated herein by this reference.

2. The total value of the Agreement for Agreement A-8011 shall not exceed $2,070,981.

3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

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

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

CITY OF OXNARD

John C. Zaragoza, Mayor Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

CENTRAL SQUARE TECHNOLOGIES LLC

Ron Anderson, Chief Sales Officer Date

Barry Medintz, General Counsel Date

DocuSign Envelope ID: 8D160959-3212-47AC-9C80-BDBEF698B374

EXHIBIT C

CentralSquare Estimated Costs, 7/1/2023 through 6/30/2024

Description	FY 23-24 Expected Cost
HTE/Naviline ERP license and support	$213,255
Click2Gov for licensing, permitting, employee self service	$24,333
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	$40,000
Programming and consulting services	$255,000
Contingency (15%)	$79,888
Total	$612,476

Third Amendment to Superion LLC, a CentralSquare Company Software License Agreement A-8011 for Information Technology Software & Services

City Council

June 29, 2023

Gary Krumian, IT Department

CITY OF OXNARD CALIFORNIA

That City Council approve and authorize the Mayor to execute a Third Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of $612,476 for Fiscal Year 23-24 with a new not-to-exceed total agreement amount of $2,070,981 for information technology software and services.

- Annual maintenance cost for HTE and related services is ~$215k/year for use, support, and maintenance of the HTE system.

- Although HTE is currently in the process of being replaced by Tyler Munis ERP, the City continues to require additional services from the vendor, estimated to not exceed $612,476 over the next 12 month period ending June 30, 2024.

- This estimated amount includes:
  - Other CentralSquare software used by other City departments
  - Projects related to the Tyler ERP implementation
  - A 15% contingency amount to cover unforeseen needs

NEEDS AND DETAILS – Estimated Costs

Description	FY 23-24 estimated
HTE/Naviline ERP license and support	$213,255
Click2Gov for licensing, permitting, employee self service	$24,333
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	$40,000
Programming and consulting services	$255,000
Contingency, 15%	$79,888
Total	$612,476

Contingency examples: unforeseen remediation or emergency needs, anticipated annual increases for third party software renewals, flexible capacity to meet City departments and CentralSquare business requirements through 6/30/2024.

FINANCIAL IMPACT

- This amendment supports continued and uninterrupted use of the vendor, CentralSquare, for delivering resident services and sustaining City department operations.

- Funds for this expenditure will be budgeted in IT's FY 23-24 budget as well as in other department or project specific budgets, as applicable.

That City Council approve and authorize the Mayor to execute a Third Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of $612,476 for Fiscal Year 23-24 with a new not-to-exceed total agreement amount of $2,070,981 for information technology software and services.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.6

DATE: June 29, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Trade Services Agreement 32400008 with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for Ocean Monitoring Services. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed $1,850,000 for a five-year term ending December 31, 2028 for ocean outfall monitoring services.

(Public Works and Transportation Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/wutUN5CO4DU

BACKGROUND

The City of Oxnard Wastewater Treatment plant (OWTP) treats approximately 17 million gallons of wastewater per day with its discharges going to both the City of Oxnard's Advanced Water Purification Facility (AWPF) and the Pacific Ocean.

The OWTP operates under a National Pollution Discharge Elimination System (NPDES) Permit issued by the California Regional Water Quality Control Board (RWQCB), Los Angeles Region. The NPDES permit lists the regulatory parameters required to discharge treated wastewater into the ocean. NPDES permit duration is five years with the current permit expiring in November 2023.

Under the requirements of the current NPDES permit, the OWTP is required to perform water quality monitoring, ocean acidification testing, benthic sediment monitoring, fish & invertebrate monitoring, kelp bed monitoring, toxicity testing, seafood safety monitoring, and an underwater inspection of the wastewater outfall pipe. The testing/ monitoring requirements vary annually over the five-year coverage of the NPDES permit.

DISCUSSION

The Purchasing Department published Request for Proposal (RFP) PW 23-89 for ocean monitoring services on February 23, 2023, with a proposal due date of March 24, 2023. RFP PW 23-89 received a total of one (1) proposal from Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs).

ABC Labs proposal was reviewed by the Purchasing Division (Buyer) and the Wastewater Division (Division Manager, Operations Manager, Chief Operator, Management Analyst) with a determination that it was responsive based on scoring criteria listed in RFP PW 23-89. The scoring criteria consisted of the proposer's ability and history performing the requested services, responsiveness, technical competence, past record of similar work, and cost. Staff have also confirmed that ABC Labs 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.

The cost for the upcoming 5-year NPDES permit cycle is 15-20% higher when compared to the previous 5-year NPDES permit cycle. The permit monitoring requirements and their associated annual costs vary from year to year over the life of the permit. Staff anticipates the 2023-2028 permit requirements will remain consistent to the 2018-2023 requirements. The new agreement with ABC Labs has provisions that allows for additional work on an as-needed basis, if required.

ABC Labs has been providing required NPDES ocean monitoring services for the City for over 30 years. This service is highly specialized and has a very limited pool of locally qualified contractors. Based on their proposal and previous history of successful performance, staff is confident that ABC Labs is capable of satisfactorily providing the requested services outlined in the scope of work.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for Agreement 32400008 with ABC Labs shall not exceed $1,850,000 over the term of five years. The estimated spending plan is listed in the table below commencing July 1, 2023. These costs will be funded using available budget appropriations from the Wastewater Fund (611). Funding for FY 2023-24 is included in the proposed FY2023-24 Wastewater Operating Fund and subsequent fiscal years will be requested in the annual budget process.

ESTIMATED SPENDING PLAN						
DIVISION	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**TOTAL**
Wastewater 6113614-53420	$550,000	$400,000	$280,000	$330,000	$290,000	$1,850,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 13, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. 32400008 ABC Outfall Monitoring
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Aquatic Bioassay and Consulting Laboratories, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. On- Call Ocean Monitoring Services. This Agreement is for "on call" or "as needed" services as identified in Exhibit A-Scope of Services. The City does not guarantee that any services will be requested under this agreement or that any services requested under this agreement will reach the agreement amount listed in section 4. All "on call" or "as needed" services requested by the City shall be paid at the rates identified in Exhibit B-Rate and Cost Sheet.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Aquatic Bioassay and Consulting Laboratories, Inc. ("SERVICE PROVIDER"), a corporation of the State of California, located at 29 N Olive St, Ventura, CA 93001

3. TERM OF AGREEMENT: From (Date): July 1, 2023 To (Date): December 31, 2028

3.1 Time is of the essence in this Agreement.

3.2 INTENTIONALLY OMITTED

3.3 INTENTIONALLY OMITTED

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,850,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements

Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Act Certification
Exhibit G: Attachment E- Monitoring and Reporting Program NPDES NO. CA0054097

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Roberto Fuentes	Name: Scott Johnson
Title: Wastewater Operations Manager	Title: Laboratory Director
Phone: (805) 271-2203	Phone: 805-643-5621
Email: Roberto.Fuentes@oxnard.org	Email: scott@aquaticbioassay.com
Mailing Address (if differs from above): 6001 Perkins Road Oxnard, CA 93030	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: **pwinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure

to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER 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 any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. 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 SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

29. [RESERVED] -

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be

agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER 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.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with

all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and

represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD		**AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.**	
☒John C. Zaragoza, Mayor[1] ☐Jennifer Yates, [2] Purchasing Manager	Date	Joe Freas, President	Date
		Ashley Freas, Secretary[3]	Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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 A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

SCOPE OF SERVICES

ON CALL OCEAN OUTFALL MONITORING SERVICES FOR THE WASTEWATER DIVISION

1000-1 SCOPE OF WORK

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to provide On Call Ocean Monitoring Services for the City of Oxnard Wastewater Division. Contractor shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2018-0140 (Monitoring and Reporting Program (MRP):

1. Core monitoring, regional monitoring, and special studies as described in the General Monitoring Provisions.
2. Monthly toxicity testing using kelp, topsmelt, or red abalone (NPDES Section V).
3. Receiving Water Monitoring Requirements - Section VIII. Parts A, B, C, D, and E.
4. Other Monitoring Requirements - Section IX. A. Outfall and Diffuser Inspection.
5. Reporting Requirements - Section X.A.9, D.4 (Receiving Water Report) and D.5 (Outfall Inspection Report).
6. Regional monitoring following protocols developed by the Southern California Bight 2023 Regional Monitoring Program (SCCWRP)

TASK A Water Quality Monitoring

As required, Contractor shall provide receiving water quality monitoring to include four (4) quarterly reports, one (1) annual report, data management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit. Contractor shall participate in the Southern California Bight Regional Monitoring Program pertaining to Ocean Acidification (OA) and Harmful Algal Blooms (HABs). Participation in this survey includes quarterly field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, and reporting and review.

Deliverables

- Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May) Total 20 over 5 years
- Four (4) Quarterly Sets of Laboratory Analyses: Bacteria and ammonia at 25 station x 3 depths x 4 quarters = 300) Total 20 over 5 years
- Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, Biennial and Annual Summary Report & Regional Monitoring

TASK B Bight 23 Ocean Acidification (OA)

As required, Contractor shall conduct semi-annual bongo net tows at 3 stations located along a transect 25 miles offshore. These surveys will begin in January 2024 and last through December 2025. Pteropods and other organisms with calcareous shells shall be collected from each tow preserved and shipped to SCCWRP for processing. Participation in these surveys includes field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, and reporting and review.

Deliverables

- Four (4) Semi-annual (2024 and 2025) bongo net tows, CTD profiles and discrete water samples for pH and alkalinity based on the Ocean Acidification Work plan
- Four (4) Semi-annual (2024 and 2025) sets of Laboratory Analyses: aragonite (pH) and alkalinity
- Program Management including status updates, attendance at up to 6 Bight 23 OA meetings, data management/ analysis, report writing and review

TASK C Bight 23 Benthic Sediment Quality Monitoring

As required, Contractor shall provide Benthic Sediment services per the workplans and protocols for the 2023 Southern California Bight Regional Monitoring Program, including:

- Field sampling at 27 sites from Pt Mugu to Santa Barbara
- Laboratory analyses including:
    - Benthic infauna identification of 21 samples, including quality control
    - Sediment chemistry of 29 samples for chlorinated hydrocarbons (CHC and PCBs) and poly aromatic hydrocarbons (PAHs)
    - Sediment toxicity testing of 30 samples using the bivalve *Mytilus sp.*

Participation in these surveys includes field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, reporting and review.

Deliverables

- Field Sampling Benthic Sediments (n=27)

- Laboratory Analyses: Chemistry (n=29), infauana (n=21), Toxicity (n=30)
- Program Management including status updates, attendance at up to 5 Bight 23 Sediment Quality

TASK D Bight 23 Fish and Invertebrate Monitoring

As required, Contractor shall provide fish and invertebrate trawl sampling services per the work plans and protocols for the 2023 Southern California Bight Regional Monitoring Program, including:

- Trawl sampling at 19 sites from Pt Mugu to Santa Barbara
- Field identification, enumeration, and weights of all fish and invertebrates captured in each trawl

Participation in these surveys includes field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, reporting and review.

Deliverables

- Field Sampling: Trawling (n=19)
- Field Identification, enumeration, and weights
- Program Management including status updates, attendance at up to 5 Bight 23 Trawl committee meetings, data management/ analysis, report writing and review

TASK E Kelp Bed Monitoring

As required, Contractor shall participate in the Central Coast Kelp Consortium, including aerial flyovers.

Deliverables

- Participation in Central Region Kelp Survey Consortium as required
- Review Annual Report

TASK F Outfall & Diffuser Inspection

On an annual basis, Contractor shall inspect approx. 6000 ft of the City's ocean outfall and diffuser and provide a summary report.

Deliverables

- Outfall Dive Video recording
- Video review and editing
- Annual report

- Program Management

TASK G Toxicity Testing

On a monthly basis, Contractor shall conduct monthly NPDES (Section V) mandated toxicity testing on plant effluent using EPA protocols (EPA/600/R-95-136).

Deliverables

- Monthly kelp, abalone, or topsmelt toxicity tests
- Monthly program management and reporting

TASK H Seafood Safety Monitoring

As required, Contractor shall collect sportfish from three 'zones' offshore Oxnard and monitor seafood contamination levels following the work plan approved by the Los Angeles Regional Water Quality Control Board.

Deliverables

- Field Sampling: rig fishing, caging, spearfishing
- Laboratory analyses: tissue chemistry
- Data analysis and reporting
- Monthly program management

TASK I As Needed Testing, Analysis, and Consulting Services

Unforeseen services may be required through the duration of the contract. Contractor may render additional services through a task order on an as needed basis. Task orders shall include all time and material costs. Materials shall be paid at a rate of cost + 15%.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

SCHEDULE OF COMPENSATION

Item No.	Task	Description	Unit	Sub-Total	Frequency/ Budget Year	Cost	4% Annual Escalation?	Proposal	5 Year Contract Period 2023/24	2024/25	2025/26	2026/27	2027/28
1	**Task A**												
	Water Quality Monitoring	Field Work	Quarterly	$ 20,136	4	$ 80,544							
		Lab Work	Quarterly	$ 15,534	4	$ 62,135							
		Project Management	Quarterly	$ 5,216	4	$ 20,864	**Yes**	$ 163,543	$ 163,543	$ 170,085	$ 176,888	$ 183,964	$ 191,322
2	**Task B**												
	Bight 23 Ocean Acidification	Field Work	Semi-Annual	$ 23,664	4	$ 94,656							
	(2024 to 2025)	Lab Work	Semi-Annual	$ 1,100	4	$ 4,400							
		Project Management	Semi-Annual	$ 3,236	4	$ 12,944	**No**	$ 112,000	$ 28,000	$ 84,000	$ 7,000	$ 5,000	$ 5,000
3	**Task C**												
	Bight 23 Benthic Sediment	Field Work	Annual	$ 55,362	1	$ 55,362							
	Quality Monitoring	Lab Work	Annual	$ 108,765	1	$ 108,765							
		Project Management	Annual	$ 14,392	1	$ 14,392	**No**	$ 178,519	$ 178,519	$ 62,563	$ 15,840	$ 15,840	$ 15,840
4	**Task D**												
	Bight 23 Fish and	Field Work	Annual	$ 108,208	1	$ 108,208							
	Invertebrate Monitoring	Lab Work	Annual	$ -	1	$ -							
		Project Management	Annual	$ 18,160	1	$ 18,160	**No**	$ 126,368	$ 126,368	$ 26,306	$ 11,688	$ 11,688	$ 11,688
5	**Task E**												
	Kelp Bed Monitoring	Field Work	Annual	$ 11,000	1	$ 11,000							
		Lab Work	Annual	$ -	1	$ -							
		Project Management	Annual	$ 1,256	1	$ 1,256	**Yes**	$ 12,256	$ 12,256	$ 12,746	$ 13,256	$ 13,786	$ 14,338
6	**Task F**												
	Outfall and Diffuser Inspection	Field Work	Annual	$ 9,486	1	$ 9,486							
		Lab Work	Annual	$ 3,694	1	$ 3,694							
		Project Management	Annual	$ 2,896	1	$ 2,896	**Yes**	$ 16,076	$ 16,076	$ 16,719	$ 17,388	$ 18,083	$ 18,807
7	**Task G**												
	Toxicity Testing	Topsmelt	Most Sensitive	$ 1,135	1	$ 1,135							
		Kelp	Most Sensitive	$ 1,155	12	$ 13,860							
		Abalone	Most Sensitive	$ 1,050	1	$ 1,050	**Yes**	$ 16,045	$ 16,045	$ 16,687	$ 17,354	$ 18,048	$ 18,770
8	**Task H**												
	Seafood Safety Monitoring	Field Work	Annual	$ 29,726	1	$ 29,726							
		Lab Work	Annual	$ 15,410	1	$ 15,410							
		Project Management	Annual	$ 6,664	1	$ 6,664	**No**	$ 51,800	$ -	$ -	$ -	$ 51,800	$ 6,664
(continued below)								**Total**	**$ 540,807**	**$ 389,106**	**$ 259,414**	**$ 318,210**	**$ 282,429**

Item No.	Task	Desription	Unit	Sub-Total	Frequency/ Budget Year	Cost	4% Annual Escalation?	Proposal	5 Year Contract Period 2023/24	2024/25	2025/26	2026/27	2027/28
9	**Task I**		**2023 to 2024**										
	As Needed Testing, Analysis, and Consulting Services	Senior Scientist	Hourly	$ 241									
		Scientist	Hourly	$ 181									
		Senior Biologist	Hourly	$ 157									
		Biologist	Hourly	$ 133									
		Field Technician	Hourly	$ 102									
		Laboratory Technician	Hourly	$ 102									
10	**Annual Cost Escalation**	For Tasks A, E, F, G	Percent	4%									

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER	**CANCELLATION**
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	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

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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
☼ COMPREHENSIVE GENERAL LIABILITY
☼ OWNERS & CONTRACTORS PROTECTIVE

☼ Claims Made
Retroactive Date _____

☼ 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: ____

____

____

e: (____)_____

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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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: _____

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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: _____ _____ (_____) _____	

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 % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	**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 _

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EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and AQUATIC BIOASSAY AND CONSULTING LABORATORIES, INC.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER 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. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER 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, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER 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 SERVICE PROVIDER'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. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER 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 Service Provider, 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 SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

E.

ATTACHMENT E – MONITORING AND REPORTING PROGRAM

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ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP CI 2022)

Section 308 of the federal Clean Water Act (CWA) and sections 122.41(h), (j)-(*l*), 122.44(i), and 122.48 of title 40 of the Code of Federal Regulations (40 CFR) require that all NPDES permits specify monitoring and reporting requirements. California Water Code (CWC) sections 13267 and 13383 also authorize the Regional Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. This MRP establishes monitoring, reporting, and recordkeeping requirements that implement the federal and California laws and/or regulations.

I. GENERAL MONITORING PROVISIONS

A. All samples shall be representative of the waste discharge under conditions of peak load. Quarterly effluent analyses shall be performed during the first quarter (January, February, and March), the second quarter (April, May, and June), the third quarter (July, August, and September), and the fourth quarter (October, November, and December). Semiannual analyses shall be performed during the first quarter (January, February, and March) and third quarter (July, August, and September). Annual analyses shall be performed during the third quarter (July, August, and September). Should there be instances when monitoring could not be performed during these specified months, the Discharger must notify the Regional Water Board and state the reason why monitoring could not be conducted, and obtain approval from the Executive Officer for an alternate schedule. Results of quarterly, semiannual, and annual analyses shall be reported by the due date specified in Table E-11 of the MRP.

B. Pollutants shall be analyzed using the analytical methods described in 40 CFR § 136.3,136.4, and 136.5; or where no methods are specified for a given pollutant, by methods approved by this Regional Water Board or the State Water Board. Laboratories analyzing effluent samples and receiving water samples shall be certified by the State Water Resources Control Board, Division of Drinking Water (DDW) Environmental Laboratory Accreditation Program (ELAP) or approved by the Executive Officer and must include quality assurance/quality control (QA/QC) data in their reports. A copy of the laboratory certification shall be provided in the Annual Report due to the Regional Water Board each time a new certification and/or renewal of the certification is obtained from ELAP.

C. Water/wastewater samples must be analyzed within allowable holding time limits as specified in 40 CFR § 136.3. All QA/QC analyses must be run on the same dates that samples are actually analyzed. The Discharger shall retain the QA/QC documentation in its files and make available for inspection and/or submit this documentation when requested by the Regional Water Board. Proper chain of custody procedures must be followed and a copy of this documentation shall be submitted with the monthly report.

D. The Discharger shall calibrate and perform maintenance procedures on all monitoring instruments to insure accuracy of measurements, or shall ensure that both equipment activities will be conducted.

E. For any analyses performed for which no procedure is specified in the United States Environmental Protection Agency (USEPA) guidelines, or in the MRP, the constituent or parameter analyzed and method or procedure used must be specified in the monitoring report.

F. Each monitoring report must affirm in writing that “all analyses were conducted at a laboratory certified for such analyses under the Environmental Laboratory Accreditation Program (ELAP), or approved by the Executive Officer and in accordance with current USEPA guideline procedures or as specified in this monitoring and reporting program.”

G. The monitoring report shall specify the USEPA analytical method used, the Method Detection Limit (MDL), and the Reporting Level (RL) [the applicable Minimum Level (ML) or Reported Minimum Level (RML)] for each pollutant. The MLs are those published by the State Water Board in Appendix II of the 2015 Ocean Plan. The ML represents the lowest quantifiable concentration in a sample based on the proper application of all method-based analytical procedures and the absence of any matrix interference. When all specific analytical steps are followed and after appropriate application of method specific factors, the ML also represents the lowest standard in the calibration curve for that specific analytical technique. When there is deviation from the analytical method for dilution or concentration of samples, other factors are applied to the ML depending on the sample preparation. The resulting value is the reported Minimum Level.

H. The Discharger shall select the analytical method that provides an ML lower than the effluent limitation or performance goal established for a given parameter or where no such requirement exists, the lowest applicable water quality objective in the Ocean Plan. If the effluent limitation, performance goal, or the lowest applicable water quality objective is lower than all the MLs in Appendix II of the 2015 Ocean Plan, the Discharger must select the method with the lowest ML for compliance purposes. The Discharger shall include in the annual summary reports a list of the analytical methods and MLs employed for each test.

I. The Discharger shall instruct its laboratories to establish calibration standards so that the ML (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lower calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

J. The Discharger shall develop and maintain a record of all spills or bypasses of raw or partially treated sewage from its collection system or treatment plant according to the requirements in the WDR section of this Order. This record shall be made available to the Regional Water Board upon request and a spill summary shall be included in the annual summary report.

K. If the Discharger samples and performs analyses (other than for process/operational control, startup, research, or equipment testing) any influent, effluent, or receiving water constituent more frequently than required by this Order using approved analytical methods, the results of those analyses shall be included in the monitoring report. These results shall be reflected in the calculation of the average (or median) used in demonstrating compliance with limitations set forth in this Order.

L. For all bacterial analyses, sample dilutions should be performed so the expected range of values is bracketed (for example, with multiple tube fermentation method or membrane filtration method, 2 to 16,000 per 100 mL for total and fecal coliforms, at a minimum; and 1 to 1000 per 100 mL for *Enterococcus*). The detection methods used for each analysis shall be reported with the results of the analyses.

1. Detection methods used for coliforms (total and fecal) shall be those presented in Table 1A of 40 CFR § 136, unless alternate methods have been approved in advance by the USEPA pursuant to 40 CFR § 136.

2. Detection methods for Escherichia coli shall be those presented in Table 1A of 40 CFR § 136 or in the USEPA publication EPA 600/4-85/076, Test Methods for Escherichia coli and enterococci in Water By Membrane Filter Procedure, or any improved method determined by the Regional Water Board to be appropriate.

M. All receiving and ambient water monitoring conducted in compliance with the MRP must be comparable with the Quality Assurance requirements of the Surface Water Ambient Monitoring Program (SWAMP). The Discharger shall submit all receiving water monitoring data in accordance with the California Environmental Exchange Network (CEDEN).

N. NPDES compliance monitoring focuses on the effects of a specific point source discharge. Generally, it is not designed to assess impacts from other sources of pollution (e.g., nonpoint source runoff, aerial fallout) or to evaluate the current status of important ecological resources in the water body. The scale of existing compliance monitoring programs does not match the spatial and, to some extent, temporal boundaries of the important physical and biological processes in the ocean. In addition, the spatial coverage provided by compliance monitoring programs is less than ten percent of the nearshore ocean environment. Better technical information is needed about status and trends in ocean waters to guide management and regulatory decisions, to verify the effectiveness of existing programs, and to shape policy on marine environmental protection.

O. The Regional Water Board and USEPA, working with other groups, have developed a comprehensive basis for effluent and receiving water monitoring appropriate to large publicly owned treatment works (POTWs) discharging to waters of the Southern California Bight. This effort has culminated in the publication by the Southern California Coastal Water Research Project (SCCWRP) of the Model Monitoring Program guidance document (Schiff, K.C., J.S. Brown and S.B. Weisberg. 2001*. Model Monitoring Program for Large Ocean Dischargers in Southern California.* SCCWRP Tech. Rep. #357. Southern California Coastal Water Research Project, Westminster, CA. 101 pp.). This guidance provides the principles, framework and recommended design for effluent and receiving water monitoring elements that have guided development of the monitoring program described below.

P. In July 2000, the Santa Monica Bay Restoration Project (SMBRP) published "An Assessment of the Compliance Monitoring System in Santa Monica Bay" to set forth recommendations and priorities for compliance monitoring in Santa Monica Bay. This report reasoned that a reduced level of receiving water monitoring is justified for large POTWs discharging to Santa Monica Bay due to improvements in effluent quality and associated decreases in receiving water impacts. Like the Model Monitoring Plan developed by SCCWRP, SMBRP recommendations are focused on providing answers to management questions and allowing a reduction in POTW receiving water monitoring where discharge effects are well understood. Although the OWTS does not discharge into Santa Monica Bay, receiving water monitoring since 1999 has documented that marine conditions are consistent or superior at the City's outfall. OWTP has also participated in the Central Bight Water Quality Consortium (CALCOFI study), implemented by the NOAA and NMFS, to identify marine trends which extend beyond Santa Monica Bay. The monitoring plan set forth here has been guided by SMBRP recommendations.

Q. The conceptual framework for the Model Monitoring Program has three components that comprise a range of spatial and temporal scales: (1) core monitoring; (2) regional monitoring; and (3) special studies.

1. Core monitoring is local in nature and focused on monitoring trends in quality and effects of the point source discharge. This includes effluent monitoring as well as some aspects of receiving water monitoring. In the monitoring program described below, these core components are typically referred to as local monitoring.

2. Regional monitoring is focused on questions that are best answered by a region-wide approach that incorporates coordinated survey design and sampling techniques. The major objective of regional monitoring is to collect information required to assess how safe it is to swim in the ocean, how safe it is to eat seafood from the ocean, and whether the marine ecosystem is being protected. Key components of regional monitoring include elements to address pollutant mass emission estimations, public health concerns, monitoring of trends in natural resources, assessment of regional impacts from all contaminant sources, and protection of beneficial uses. The final design of regional monitoring programs is developed by means of steering committees and technical

committees comprised of participating agencies and organizations and is not specified in this Order. Instead, for each regional component, the degree and nature of participation of the Discharger is specified. For this Order, these levels of effort are based upon past participation of the Discharger in regional monitoring programs.

3. Special studies are focused on refined questions regarding specific effects or development of monitoring techniques and are anticipated to be of short duration and/or small scale, although multiyear studies also may be needed. Questions regarding effluent or receiving water quality, discharge impacts, ocean processes in the area of the discharge, or development of techniques for monitoring the same, arising out of the results of core or regional monitoring, may be pursued through special studies. These studies are by nature ad hoc and cannot be typically anticipated in advance of the five-year permit cycle.

   The Discharger and the Regional Water Board shall consult annually to determine the need for special studies. Each year, the Discharger shall submit proposals for any proposed special studies to the Regional Water Board by December 31st for the following year's monitoring effort (July through June). The following year, detailed scopes of work for proposals, including reporting schedules, shall be presented by the Discharger at a Spring Regional Water Board meeting, to obtain the Regional Water Board approval and to inform the public. Upon approval by the Regional Water Board, the Discharger shall implement its special study or studies.

R. Discharger participation in regional monitoring programs is required as a condition of this Order.

1. Central Bight Water Quality Cooperative Program – The City of Oxnard has participated in coordinated monitoring conducted by the Orange County Sanitation District, County Sanitation Districts of Los Angeles County, and the City of Los Angeles through appropriate agencies for water quality monitoring as part of the federally funded Southern California Coastal Ocean Observing System (SCCOOS), which contributes to the national U.S. Integrated Ocean Observing System. This regionally coordinated survey provided integrated water quality surveys on a quarterly basis. These surveys cover 200 kilometers of coast in Ventura, Los Angeles, and Orange Counties, from the nearshore to approximately 10 kilometers offshore. This cooperative program contributes to a regional understanding of seasonal patterns in nearshore water column structure and provides context for determining the significance and potential causes of locally observed patterns in the area of wastewater outfalls. The study is also coordinated with the California Cooperative Oceanic Fisheries Investigations (CalCOFI) implemented by the National Oceanographic Atmospheric Administration (NOAH) and the California Department of Fish and Wildlife. Although monitoring as part of this program is no longer required, the City of Oxnard shall participate in planning or analysis activities as necessary to interpret the data collected over the previous 20 years.

2. The Central Region Kelp Survey Consortium was established with the support of the Regional Water Board to conduct regional kelp bed monitoring. This program is designed to require ocean dischargers in the Regional Water Board's jurisdiction to undertake a collaborative program, which include participation by Orange County ocean dischargers, to monitor kelp beds in the Southern California Bight, patterned after the successful program implemented by the San Diego Regional Water Board since 1985. Data collected in this regional survey is used to assess status and trends in kelp bed health and spatial extent. The regional nature of the survey allows the status of beds local to specific dischargers to be compared to regional trends. The regional kelp monitoring survey was initiated during 2003.

3. Southern California Bight Studies – Every five years SCCWRP coordinates regional monitoring within the Southern California Bight and compiles monitoring data collected by the dischargers and other participating entities. The fifth regional monitoring program (Bight '13) occurred primarily during summer 2013. The sixth regional monitoring program (Bight '18) is taking place during 2018. The next (seventh) regional monitoring program (Bight '23) is expected to take place during the summer of 2023. While participation in regional monitoring programs is required under this Order, revisions to the Discharger's monitoring program at the direction of the Regional Water Board may be necessary to accomplish the goals of regional monitoring or to allow the performance of special studies to investigate regional or site-specific water issues of concern. These revisions may include a reduction or increase in the number of parameters to be monitored, the frequency of monitoring, or the number and size of samples to be collected. Such changes were and may be authorized by the Regional Water Board Executive Officer after written notification to the Discharger.

S. This monitoring program for OWTP is comprised of requirements to demonstrate compliance with the conditions of the NPDES permit, ensure compliance with State water quality standards, and mandate participation in regional monitoring and/or area-wide studies.

T. Laboratory Certification. Laboratories analyzing monitoring samples shall be certified by the State Water Resources Control Board (State Water Board), in accordance with the provision of Water Code section 13176, and must include quality assurance/quality control data with their reports.

U. The Discharger shall ensure that the results of the Discharge Monitoring Report-Quality Assurance (DMR-QA) Study or the most recent Water Pollution Performance Evaluation Study are submitted annually to the State Water Board at the following address:

State Water Resources Control Board

Quality Assurance Program Officer

Office of Information Management and Analysis

1001 I Street, Sacramento, CA 95814

II. MONITORING LOCATIONS

A. The Discharger shall establish the following monitoring locations to demonstrate compliance with the effluent limitations, discharge specifications, and other requirements in this Order:

Table E-1. Influent and Effluent Monitoring

Discharge Point Name	Monitoring Location Name	Monitoring Location Description
Influent Monitoring Station		
	INF-001	Sampling station shall be established at point of inflow to the sewage treatment plant where representative samples of the influent can be obtained.
Effluent Monitoring Stations		
001	EFF-001A	The effluent sampling station shall be located as seen in Attachment C-1, where a representative sample of the secondary-treated effluent before mixing with the brine waste can be obtained.
	EFF-001B	The effluent sampling station shall be located downstream of any in-plant return flows and after the brine waste produced from the AWPF has commingled with the final secondary effluent, where representative samples of the effluent can be obtained.

Table E-2. Local Receiving Water Quality Monitoring Station Locations

Core Receiving Water Monitoring Stations (Attachment B-4)					
Monitoring Point Name	**Monitoring Location Description**				
Water Column	A001	B001	C001	D001	E001
	A002	B002	C002	D002	E002
	A003	B003	C003	D003	E003
	A004	B004	C004	D004	E004
	A005	B005	C005	D005	E005
Latitude	34.138081	34.136325	34.132179	34.126674	34.120332
	34.132012	34.129138	34.124922	34.119997	34.114238
	34.125161	34.122454	34.117716	34.113029	34.107623
	34.117883	34.115150	34.110515	34.105505	34.100469
	34.110413	34.107873	34.103261	34.098363	34.093656
Longitude	-119.212132	-119.201523	-119.192064	-119.183273	-119.175354
	-119.218126	-119.208035	-119.198634	-119.189477	-119.181209
	-119.224458	-119.214308	-119.205188	-119.195943	-119.186815
	-119.231060	-119.220927	-119.211638	-119.202504	-119.193520
	-119.237707	-119.227089	-119.218082	-119.208956	-119.199672
Station Depth (m)	13	11	12	11	11
	32	15	16	16	16
	143	21	22	22	22
	219	64	28	29	31
	82	258	35	37	38
Distance from Outfall/Transect length (m)	2,000	1,000	0	1,000	2,000

Table E-3. Receiving Water Benthic, Trawl, Shoreline and Mussel Monitoring Station Locations

Monitoring Point Name	**Monitoring Location Description**						
Receiving Water Benthic Monitoring Stations (Attachment B-5)							
Benthic Monitoring Station	RWS-001	RWS-002	RWS_003	RWS-004	RWS-005	RWS-006	RWS-007
Latitude	34.13047	34.12655	34.12568	34.12578	34.12502	34.12328	34.1075
Longitude	-119.20887	-119.20025	-119.19831	-119.1979	-119.19643	-119.1934	-119.17017
Station Depth (m)	15.0	15.0	15.3	15.0	15.3	15.3	15.3
Dist. From Outfall Transect (m)	1000	150	18	18	150	500	4000
Bagged Mussel Stations (Attachment B-6)							
SS1	2.0 miles southeast of outfall			34.107496		-119.170076	
SS2	outfall			34.124061		-119.199514	
SS3	0.8 miles northwest of outfall			34.130546		-119.208852	

Monitoring Point Name	Monitoring Location Description		
Receiving Water Trawl Stations (Attachment B-7)			
Trawl Station	RWT-001	RWT-002	RWT-003
Latitude	34.13177	34.12308	34.11773
Longitude	-119.2063	-119.1906	-119.1833
Station Depth (m)	15.6	15.6	15.6
Distance from Outfall Transect (m)	380	380	4000
Monitoring Point Name	**Monitoring Location Description**		
Shoreline Bacteriological Monitoring Stations (Attachment B-8)			
Ventura County ID	Location	Latitude	Longitude
35000	Hollywood Beach, Los Robles St	34.1625	-119.2300
37000	Channel Islands Harbor Beach	34.1594	-119.2219
38000	Silverstrand Beach, San Nicholas Ave	34.1572	-119.2253
39000	Silverstrand Beach, Santa Paula Ave	34.1525	-119.2197
40000	Silverstrand Beach, Sawtell, Ave	34.1475	-119.2164
41000	Port Hueneme Beach Park	34.1417	-119.1944
42000	Ormond Beach, J Street Drain	34.1389	-119.1889
43000	Ormond Beach, Industrial Drain	34.1358	-119.1842
44000	Ormond Beach, Arnold Rd	34.1197	-119.1600

The North latitude and West longitude information in Table E-1 through E-3 are approximate for administrative purposes.

III. INFLUENT MONITORING REQUIREMENTS

Influent monitoring is required to determine compliance with NPDES permit conditions, to assess treatment plant performance and to assess effectiveness of the Pretreatment Program.

A. Monitoring Location INF-001

1. The Discharger shall monitor influent to the facility at INF-001 as follows. If more than one analytical test method is listed for a given parameter, the Discharger must select from the listed methods and corresponding Minimum Level:

Table E-4. Influent Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Flow	MGD	Recorder/totalizer	continuous	[1]
Biochemical Oxygen Demand (BOD_5 20°C)	mg/L	24-hr composite	weekly	[2]
Total Suspended Solids (TSS)	mg/L	24-hr composite	weekly	[2]
pH	pH units	grab	weekly	[2]
Oil and Grease	mg/L	grab[3]	weekly	[2]
Radioactivity (including gross alpha, gross, beta, combined radium-226 & radium-228, tritium, strontium-90 and uranium)	pCi/L	24-hr composite	quarterly	[4]
Benzidine	μg/L	grab	semiannually	[2]
Polychlorinated Biphenyls (PCBs)	μg/L	24-hr composite	semiannually	[2]
TCDD Equivalents	μg/L	24-hr composite	semiannually	[5]
Remaining pollutants in Table B of the 2015 Ocean Plan (excluding residual chlorine, chronic toxicity)	μg/L	grab	semiannually	[2]

IV. EFFLUENT MONITORING REQUIREMENTS

Effluent monitoring is required to determine compliance with NPDES permit conditions and water quality standards; assess and improve plant performance, and identify operational problems; provide information on wastewater characteristics and flows for use in interpreting water quality and biological data; and to conduct reasonable potential analyses for toxic pollutants.

A. Monitoring Location EFF-001A and EFF-001B

The Discharger shall monitor at effluent monitoring locations EFF-001A or EFF-001B for all parameters as follows. The samples for BOD and percent removal of BOD, TSS and percent removal of TSS and bacteria shall be collected at monitoring location EFF-001A and all remaining samples shall be collected at EFF-001B. Compliance with TSS percent removal at EFF-001B and Ocean Plan requriements (75%) is demonstrated by compliance at EFF-001A (85%).

[1] When continuous monitoring of flow is required, total daily flow, monthly average flow, and instantaneous peak daily flow (24-hour basis) shall be reported. Actual monitored flow shall be reported (not design capacity).

[2] Pollutants shall be analyzed using the analytical methods described in 40 CFR § 136; or where no methods are specified for a given pollutant, by methods approved by this Regional Water Board, the State Water Board, and USEPA Region 9. For any pollutant whose effluent limitation is lower than all the MLs specified in Appendix II of the Ocean Plan, the analytical method with the lowest ML must be selected.

[3] Oil and grease monitoring shall consist of a single grab sample at peak flow over a 24-hour period.

[4] Analyze these radiochemicals by the following USEPA methods: method 900.0 for gross alpha and gross beta, method 903.0 or 903.1 for radium-226, method 904.0 for radium-228, method 906.0 for tritium, method 905.0 for strontium-90, and method 908.0 for uranium. Analysis for combined radium-226 & 228 shall be conducted only if gross alpha and gross beta results for the same sample exceed 15 pCi/L or 50 pCi/L, respectively. If radium-226 & 228 exceeds 5 pCi/L, then analyze for tritium, strontium-90, and uranium.

[5] USEPA Method 1613 shall be used to analyze TCDD equivalents.

If more than one analytical test method is listed for a given parameter, the Discharger must select from the listed methods and corresponding Minimum Level:

Table E-5. Effluent Monitoring

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
Flow	MGD	recorder/totalizer	continuous	[1]
BOD_5 20°C[8]	mg/L	24-hr composite	weekly	[2]
Suspended solids [8]	mg/L	24-hr composite	weekly	[2]
pH	pH units	grab	weekly	[2]
Oil and grease	mg/L	grab[9]	weekly	[2]
Temperature	°F	grab	weekly	[2]
Settleable solids	ml/L	grab	weekly	[2]
Total chlorine residual	mg/L	recorder/totalizer	continuous	[2]
Turbidity	NTU	recorder/totalizer	continuous	[2]
Total coliform[8]	CFU/100 ml or MPN/100 ml	grab	daily	[2]
Enterococcus[8]	CFU/100 ml or MPN/100 ml	grab	5 times/month	[2]
Fecal coliform[8]	CFU/100 ml or MPN/100 ml	grab	5 times/month	[2]
Ammonia nitrogen	mg/L	24-hr composite	monthly	[2]
Toxicity, chronic [10]	Pass or Fail, % Effect (TST)	24-hr composite	monthly	[2]
Nitrate nitrogen	mg/L	24-hr composite	monthly	[2]
Nitrite nitrogen	mg/L	24-hr composite	monthly	[2]
Organic nitrogen	mg/L	24-hr composite	monthly	[2]
Radioactivity	pCi/L	24-hr composite	quarterly	[11]

[6] For discharge durations of less than 24 hours, individual grab samples may be substituted. A grab sample is an individual sample collected in less than 15 minutes.

[7] For the influent and effluent, weekly and monthly sampling shall be arranged so that each day, Monday through Friday, is represented.

[8] Sampling for BOD, TSS and bacteria is at EFF-001A. Weekly and Monthly Average BOD may be calculated from daily measurements. If the result of the weekly BOD analysis yields a value greater than the average monthly effluent limitation (AMEL), the frequency of analysis shall be increased to daily within one week of knowledge of the test result for at least 30 days and until compliance with the average weekly effluent limitation (AWEL) and AMEL BOD limits is demonstrated; after which the frequency shall revert to weekly.

[9] Oil and grease monitoring shall consist of a single grab sample at peak flow over a 24-hour period.

[10] Whole effluent toxicity monitoring is required for Discharge Point 001, using samples collected at EFF-001B, see section V. Whole Effluent Toxicity Testing Requirements.

[11] Analyze these radiochemicals by the following USEPA methods: method 900.0 for gross alpha and gross beta, method 903.0 or 903.1 for radium-226, method 904.0 for radium-228, method 906.0 for tritium, method 905.0 for strontium-90, and method 908.0 for uranium. Analysis for combined radium-226 & 228 shall be conducted

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
(Including gross alpha, gross beta, combined radium-226 and radium-228, tritium, strontium-90 and uranium)				
Arsenic	µg/L	24-hr composite	semiannually	[2]
Cadmium	µg/L	24-hr composite	semiannually	[2]
Chromium (VI)	µg/L	Grab	semiannually	[2]
Copper	µg/L	24-hr composite	semiannually	[2]
Lead	µg/L	24-hr composite	semiannually	[2]
Mercury	µg/L	24-hr composite	semiannually	[2]
Nickel	µg/L	24-hr composite	semiannually	[2]
Selenium	µg/L	24-hr composite	semiannually	[2]
Silver	µg/L	24-hr composite	semiannually	[2]
Zinc	µg/L	24-hr composite	semiannually	[2]
Cyanide	µg/L	grab	semiannually	[2]
Phenolic compounds (non-chlorinated)[12]	µg/L	24-hr composite	semiannually	[2]
Phenolic compounds (chlorinated)[12]	µg/L	24-hr composite	semiannually	[2]
Endosulfan	µg/L	24-hr composite	semiannually	[2]
Endrin	µg/L	24-hr composite	semiannually	[2]
HCH[12]	µg/L	24-hr composite	semiannually	[2]
Acrolein	µg/L	grab	semiannually	[2]
Antimony	µg/L	24-hr composite	semiannually	[2]
Bis(2-chloroethoxy) methane	µg/L	24-hr composite	semiannually	[2]
Bis(2-chloroisopropyl) ether	µg/L	24-hr composite	semiannually	[2]
Chlorobenzene	µg/L	grab	semiannually	[2]
Chromium (III)	µg/L	grab	semiannually	[2]
Di-n-butyl phthalate	µg/L	24-hr composite	semiannually	[2]
Dichlorobenzenes	µg/L	24-hr composite	semiannually	[2]
Diethyl Phthalate	µg/L	24-hr composite	semiannually	[2]

only if gross alpha and gross beta results for the same sample exceed 15 pCi/L or 50 pCi/L, respectively. If radium-226 & 228 exceeds the stipulated criteria, then analyze for tritium, strontium-90, and uranium.

[12] See Attachment A for definition of terms

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
Dimethyl Phthalate	µg/L	24-hr composite	semiannually	[2]
4,6-dinitro-2-methylphenol	µg/L	24-hr composite	semiannually	[2]
2,4-dinitrophenol	µg/L	24-hr composite	semiannually	[2]
Ethylbenzene	µg/L	grab	semiannually	[2]
Fluoranthene	µg/L	24-hr composite	semiannually	[2]
Hexachlorocyclopentadiene	µg/L	24-hr composite	semiannually	[2]
Nitrobenzene	µg/L	24-hr composite	semiannually	[2]
Thallium	µg/L	24-hr composite	semiannually	[2]
Toluene	µg/L	grab	semiannually	[2]
Tributyltin	ng/L	24-hr composite	semiannually	[2]
1,1,1-Trichloroethane	µg/L	grab	semiannually	[2]
Acrylonitrile	µg/L	grab	semiannually	[2]
Aldrin	µg/L	24-hr composite	semiannually	[2]
Benzene	µg/L	grab	semiannually	[2]
Benzidine	µg/L	24-hr composite	semiannually	[2]
Beryllium	µg/L	24-hr composite	semiannually	[2]
Bis(2-chloroethyl) ether	µg/L	24-hr composite	semiannually	[2]
Bis(2-ethylhexyl) phthalate	µg/L	24-hr composite	semiannually	[2]
Carbon Tetrachloride	µg/L	grab	semiannually	[2]
Chlordane[12]	µg/L	24-hr composite	semiannually	[13]
Chlorodibromomethane	µg/L	grab	semiannually	[2]
Chloroform	µg/L	grab	semiannually	[2]
DDT[12]	µg/L	24-hr composite	semiannually	[2]
1,4-dichlorobenzene	µg/L	24-hr composite	semiannually	[2]
3,3'-dichlorobenzidine	µg/L	24-hr composite	semiannually	[2]
1,2-dichloroethane	µg/L	grab	semiannually	[2]
1,1-dichloroethylene	µg/L	grab	semiannually	[2]
Dichlorobromomethane	µg/L	grab	semiannually	[2]

[13] The approved test procedures for Chlordane are methods: EPA 617, EPA 608.3 and EPA 625.1. In EPA 608.3, "In this revision to Method 608, Chlordane has been listed as the alpha- and gamma- isomers in Table 1. Reporting may be by the individual isomers, or as the sum of the concentrations of these isomers, as requested or required by a regulatory/control authority or in a permit." The 2015 Ocean Plan specfies that the sum shall be reported for compliance purposes.

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
Dichloromethane	µg/L	grab	semiannually	[2]
1,3-Dichloropropene	µg/L	grab	semiannually	[2]
Dieldrin	µg/L	24-hr composite	semiannually	[2]
2,4-dinitrotoluene	µg/L	24-hr composite	semiannually	[2]
1,2-diphenylhydrazine	µg/L	24-hr composite	semiannually	[2]
Halomethanes[12]	µg/L	grab	semiannually	[2]
Heptachlor	µg/L	24-hr composite	semiannually	[2]
Heptachlor Epoxide	µg/L	24-hr composite	semiannually	[2]
Hexachlorobenzene	µg/L	24-hr composite	semiannually	[2]
Hexachlorobutadiene	µg/L	24-hr composite	semiannually	[2]
Hexachloroethane	µg/L	24-hr composite	semiannually	[2]
Isophorone	µg/L	24-hr composite	semiannually	[2]
N-Nitrosodimethylamine	µg/L	24-hr composite	semiannually	[2]
N-Nitrosodi-n-propylamine	µg/L	24-hr composite	semiannually	[2]
N-Nitrosodiphenylamine	µg/L	24-hr composite	semiannually	[2]
PAHs[12]	µg/L	24-hr composite	semiannually	[2]
PCBs as Aroclors[12]	µg/L	24-hr composite	quarterly	[2]
PCBs as Congeners[12,14,15]	µg/L	24-hr composite	quarterly	[2]
TCDD Equivalents[12,16]	µg/L	24-hr composite	quarterly	[2]
1,1,2,2-Tetrachloroethane	µg/L	grab	semiannually	[2]
Tetrachloroethylene	µg/L	grab	semiannually	[2]
Toxaphene	µg/L	24-hr composite	semiannually	[2]

[14] PCBs as congeners shall be individually quantified (or quantified as mixtures of isomers of a single congener in co-elutions as appropriate) using USEPA proposed method 1668c. PCBs as congeners shall be analyzed using method EPA 1668c for three years and an alternate method may be used if none of the PCB congeners are detected for three years using method EPA 1668c.

USEPA recommends that until USEPA proposed method 1668c for PCBs is incorporated into 40 CFR § 136, Dischargers should use for discharge monitoring reports/State monitoring reports: (1) USEPA method 608 for monitoring data, reported as aroclor results, that will be used for assessing compliance with WQBELs (if applicable) and (2) USEPA proposed method 1668c for monitoring data, reported as 41 congener results, that will be used for informational purposes to help assess concentrations in the receiving water.

[15] To facilitate interpretation of sediment/fish tissue data and TMDL development, PCB congeners whose analytical characteristics resemble those of PCB-18, 28, 37, 44, 49, 52, 66, 70, 74, 77, 81, 87, 99, 101, 105, 110, 114, 118, 119, 123, 126, 128, 138, 149, 151, 153, 156, 157, 158, 167, 168, 169, 170, 177, 180, 183, 187, 189, 194, 201, and 206 shall be reported as a sum and individually quantified (or quantified as mixtures of isomers of a single congener in co-elutions as appropriate).

[16] USEPA Method 1613 shall be used to analyze TCDD equivalents.

Parameter	Units	Sample Type[6]	Minimum Sampling Frequency[7]	Required Analytical Test Method
Trichloroethylene	µg/L	grab	semiannually	[2]
1,1,2-Trichloroethane	µg/L	grab	semiannually	[2]
2,4,6-Trichlorophenol	µg/L	24-hr composite	semiannually	[2]
Vinyl chloride	µg/L	grab	semiannually	[2]
Methyl-tert-butyl-ether	µg/L	grab	semiannually	[2]

V. WHOLE EFFLUENT TOXICITY (WET) TESTING REQUIREMENTS

A. Chronic Toxicity Testing

1. Discharge In-stream Waste Concentration (IWC) for Chronic Toxicity

   The chronic IWC is the concentration of a pollutant or the parameter toxicity in the receiving water after mixing. The chronic toxicity IWC for Discharge Point 001 is based on 1 part effluent to 108 parts seawater or 0.92 percent effluent.

2. Sample Volume and Holding Time

   The total sample volume shall be determined by the specific toxicity test method used. Sufficient sample volume shall be collected to perform the required toxicity test. For the receiving water, sufficient sample volume shall also be collected during accelerated monitoring for subsequent TIE studies, if necessary, at each sampling event. All toxicity tests shall be conducted as soon as possible following sample collection. No more than 36 hours shall elapse before the conclusion of sample collection and test initiation.

3. Chronic Marine Species and Test Methods

   If effluent samples are collected from outfalls discharging to receiving waters with salinity >1 ppt, the Discharger shall conduct the following chronic toxicity tests on effluent samples, at the in-stream waste concentration for the discharge, in accordance with species and test methods in Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to West Coast Marine and Estuarine Organisms (EPA/600/R-95/136, 1995). Artificial sea salts or hypersaline brine shall be used to increase sample salinity if needed. In no case shall these species be substituted with another test species unless written authorization from the Executive Officer is received.

   a. A static renewal toxicity test with the topsmelt, *Atherinops affinis* (Larval Survival and Growth Test Method 1006.0).
   b. A static non-renewal toxicity test with the red abalone, *Haliotis rufescens* (Larval Shell Development Test Method).
   c. A static non-renewal toxicity test with the giant kelp, *Macrocystis pyrifera* (Germination and Growth Test Method 1009.0).

4. Species Sensitivity Screening

   Species sensitivity screening shall be conducted during this permit's first required sample collection. The Discharger shall collect a single effluent sample to initiate and concurrently conduct three toxicity tests using the fish, an invertebrate, and the alga species previously referenced. This sample shall also be analyzed for the parameters required on a monthly frequency for the discharge, during that given month. As allowed

under the test method for the Atherinops affinis, a second and third sample may be collected for use as test solution renewal water as the seven-day toxicity test progresses. If the result of all three species is "Pass" and "Percent Effect" are less than or equal to 10, at the discharge IWC, then the Dicharger may continue to test with the species chosen based on the most recent, previous species sensitivity rescreening, after consultation with and written direction from the Regional Waer Board staff. If only one species fails, then that species shall be used for routine monitoring during the permit cycle. Likewise, if two or more species result in "Fail", then the species that exhibits the highest "Percent Effect" at the discharge IWC during the suite of species sensitivity screening shall be used for routine monitoring during the permit cycle, until such time as a rescreening is required.

Species sensitivity rescreening is required every 24 months if there has been discharge during dry weather conditions. If the discharge is intermittent and occurs only during wet weather, rescreening is not required. If rescreening is necessary, the Discharger shall rescreen with the marine vertebrate species, a marine invertebrate species, and the alga species previously referenced, and continue to monitor with the most sensitive species. If the first suite of rescreening tests demonstrates that the same species is the most sensitive then the rescreening does not need to include more than one suite of tests. If a different species is the most sensitive or if there is ambiguity, then the Discharger may proceed with suites of screening tests for a minimum of three, but not to exceed five suites.

During the calendar month, toxicity tests used to determine the most sensitive test species shall be reported as effluent compliance monitoring results for the chronic toxicity MDEL.

5. Quality Assurance and Additional Requirements

Quality assurance measures, instructions, and other recommendations and requirements are found in the test methods manual previously referenced. Additional requirements are specified below.

a. The discharge is subject to determination of "Pass" or "Fail" from a chronic toxicity test using the Test of Significant Toxicity statistical t-test approach described in the National Pollutant Discharge Elimination System Test of Significant Toxicity Implementation Document (EPA 833-R-10-003, 2010), Appendix A, Figure A-1, and Table A-1, and Appendix B, Table B-1. The null hypothesis (Ho) for the TST statistical approach is: Mean discharge IWC response ≤0.75 × Mean control response. A test result that rejects this null hypothesis is reported as "Pass." A test result that does not reject this null hypothesis is reported as "Fail." The relative "Percent Effect" at the discharge IWC is defined and reported for each toxicity test as: ((Mean control response - Mean discharge IWC response) ÷ Mean control response)) × 100. This is a t-test (formally Student's t-Test), a statistical analysis comparing two sets of replicate observations – in the case of WET, only two test concentrations (i.e. a control and IWC). The purpose of this statistical test is to determine if the means of the two sets of observations are different (i.e. if the IWC or receiving water concentration differs from the control (the test result is "Pass" or "Fail")). The Welch's t-test employed by the TST statistical approach is an adaptation of Student's t-test and is used with two samples having unequal variances.

b. If the effluent toxicity test does not meet all test acceptability criteria (TAC) specified in the referenced test method Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to West Coast Marine and Estuarine

Organisms (EPA/600/R-95/136, 1995) (see Table E-6, below), then the Discharger must re-sample and re-test within 14 days.

Table E-6. USEPA Test Methods and Test Acceptability Criteria

Species & USEPA Test Method Number	Test Acceptability Criteria (TAC)
Topsmelt, *Atherinops affinis*, Larval Survival and Growth Test Method 1006.01. (Table 3 of Test Method)	80% or greater survival in controls; average dry weight per surviving organism in control chambers equals or exceeds 0.85 mg. LC50 with copper must be ≤ 205 µg/L, <25% MSD for survival and <50% MSD for growth. If the test starts with 9 day old larvae, the mean weight per larva must exceed 0.85 milligrams in the reference and brine controls; the mean weight of preserved larvae must exceed 0.72 milligrams. (required)
Purple Sea Urchin, *Strongylocentrotus purpuratus*, and the Sand Dollar, *Dendraster excentricus,* Fertilization Test Method 1008.0 (Table 7 of Test Method)	70% or greater egg fertilization in controls, must achieve a MSD of <25%, and appropriate sperm counts. (required)
Red Abalone, *Haliotis rufescens*, Larval Shell Development Test Method (Table 3 of Test Method)	80% or greater normal shell development in the controls; must have statistical significant effect at 56 µg/L zinc and achieve a MSD of <20%. (required)
Giant Kelp, *Macrocystis pyrifera*, Germination and Growth Test Method 1009.0 (Table 3 of Test Method)	70% or greater germination in controls, ≥ 10 µm germ-tube length in controls, No Observed Effect Concentration (NOEC) must be below 35 µg/L in the reference toxicant test, and must achieve a MSD of <20% for both germination and germ-tube length in the reference toxicant. (required)

c. Dilution water and control water, including brine controls, shall be 1-µm-filtered uncontaminated natural seawater, hypersaline brine prepared using uncontaminated natural seawater, or laboratory water prepared and used as specified in the test methods manual. If dilution water and control water is different from test organism culture water, then a second control using culture water shall also be used.

d. Monthly reference toxicant testing is sufficient. All reference toxicant test results should be reviewed and reported using the EC25[17].

[17] EC25 is a point estimate of the toxicant concentration that would cause an observable adverse effect (e.g. death, immobilization, or serious incapacitation) in 25 percent of the test organisms.

e. The Discharger shall perform toxicity tests on final effluent samples. Chlorine and ammonia shall not be removed from the effluent sample prior to toxicity testing, unless explicitly authorized under this section of the MRP and the rationale is explained in the Fact Sheet (Attachment F).

6. Preparation of an Initial Investigation Toxicity Reduction Evaluation (TRE) Work Plan

The Discharger shall prepare and submit a copy of the Discharger's initial investigation TRE work plan to the Executive Officer of the Regional Water Board for approval within 90 days of the effective date of this permit. If the Executive Officer does not disapprove the work plan within 60 days, the work plan shall become effective. The Discharger shall use USEPA manual EPA/833B-99/002 (municipal) as guidance, or the most current version. This work plan shall describe the steps that the Discharger intends to follow if toxicity is detected. At a minimum, the TRE Work Plan must contain the provisions in Attachment G. This work plan shall describe the steps that the Discharger intends to follow if toxicity is detected. At a minimum the work plan shall include:

a. A description of the investigation and evaluation techniques that will be used to identify potential causes and sources of toxicity, effluent variability, and treatment system efficiency.
b. A description of the Facility's methods of maximizing in-house treatment efficiency and good housekeeping practices, and a list of all chemicals used in the operation of the Facility; and,
c. If a TIE is necessary, an indication of the person who would conduct the TIEs (i.e., an in-house expert or an outside contractor).

7. Accelerated Monitoring Schedule for Maximum Daily Single Result: "Fail."

The Maximum Daily single result shall be used to determine if accelerated testing needs to be conducted.

Once the Discharger becomes aware of this result, the Discharger shall implement an accelerated monitoring schedule within 5 calendar days of the receipt of the result. However, if the sample is contracted out to a commercial laboratory, the Discharger shall ensure that the first of four accelerated monitoring tests is initiated within seven calendar days of the Discharger becoming aware of the result. The accelerated monitoring schedule shall consist of four toxicity tests (including the discharge IWC), conducted at approximately two-week intervals, over an eight-week period; in preparation for the TRE process and associated reporting, these results shall also be reported using the EC25. If each of the accelerated toxicity tests results in "Pass," the Discharger shall return to routine monitoring for the next monitoring period. If one of the accelerated toxicity tests results in "Fail," the Discharger shall immediately implement the TRE Process conditions set forth below. During accelerated monitoring schedules, only TST results ("Pass" or "Fail") for chronic toxicity tests shall be reported as effluent compliance monitoring results for the chronic toxicity MDEL.

8. Toxicity Reduction Evaluation (TRE) Process

During the TRE Process, monthly effluent monitoring shall resume and TST results ("Pass" or "Fail") for chronic toxicity tests shall be reported as effluent compliance monitoring results for the chronic toxicity MDEL.

a. Preparation and Implementation of Detailed TRE Work Plan. The Discharger shall immediately initiate a TRE using, according to the type of treatment facility, USEPA manual Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants (EPA/833/B-99/002, 1999) and, within 15 days, submit to the

Executive Officer a Detailed TRE Work Plan, which shall follow the generic Initial Investigation TRE Work Plan revised as appropriate for this toxicity event. It shall include the following information, and comply with additional conditions set by the Executive Officer:

i. Further actions by the Discharger to investigate, identify, and correct the causes of toxicity.

ii. Actions the Discharger will take to mitigate the effects of the discharge and prevent the recurrence of toxicity.

iii. A schedule for these actions, progress reports, and the final report.

b. TIE Implementation. The Discharger may initiate a TIE as part of a TRE to identify the causes of toxicity using the same species and test method and, as guidance, USEPA manuals: Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures (EPA/600/6-91/003, 1991); Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity (EPA/600/R-92/080, 1993); Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity (EPA/600/R-92/081, 1993); and Marine Toxicity Identification Evaluation (TIE): Phase I Guidance Document (EPA/600/R-96-054, 1996). The TIE should be conducted on the species demonstrating the most sensitive toxicity response.

c. Many recommended TRE elements parallel required or recommended efforts for source control, pollution prevention, and storm water control programs. TRE efforts should be coordinated with such efforts. As toxic substances are identified or characterized, the Discharger shall continue the TRE by determining the sources and evaluating alternative strategies for reducing or eliminating the substances from the discharge. All reasonable steps shall be taken to reduce toxicity to levels consistent with toxicity evaluation parameters.

d. The Discharger shall continue to conduct routine effluent monitoring for compliance determination purposes while the TIE and/or TRE is taking place. Additional accelerated monitoring and TRE work plans are not required once a TRE has begun.

e. The Regional Water Board recognizes that toxicity may be episodic and identification of causes and reduction of sources of toxicity may not be successful in all cases. The TRE may be ended at any stage if monitoring finds there is no longer toxicity.

9. Reporting

The Self-Monitoring Report (SMR) shall include a full laboratory report for each toxicity test. This report shall be prepared using the format and content of the test methods manual chapter called Report Preparation, and shall include:

a. The valid toxicity test results for the TST statistical approach, reported as “Pass” or “Fail” and “Percent Effect” at the chronic toxicity IWC for the discharge. All toxicity test results (whether identified as valid or otherwise) conducted during the calendar month shall be reported on the SMR due date specified in Table E-16.

b. Summary water quality measurements for each toxicity test (e.g. pH, dissolved oxygen, temperature, conductivity, hardness, salinity, chlorine, ammonia).

c. The statistical analysis used in National Pollutant Discharge Elimination System Test of Significant Toxicity Implementation Document (EPA 833-R-10-003, 2010) Appendix A, Figure A-1 and Table A-1, and Appendix B, Table B-1.

d. TRE/TIE results. The Executive Officer shall be notified no later than 30 days from completion of each aspect of TRE/TIE analyses. Prior to completion of the final TIE/TRE report, the Discharger shall provide status updates in the monthly monitoring reports, indicating which TIE/TRE steps are underway and which steps have been completed.

e. Statistical program (e.g., TST calculator, Comprehensive Environmental Toxicity Information System, etc.) output results, including graphical plots, for each toxicity test.

f. Graphical plots and tabular data clearly showing the laboratory's performance of the reference toxicant, for each solution, for the previous 20 tests and the laboratory's performance of the control mean, control standard deviation, and control coefficient of variation, for each solution, for the previous 12-month period.

g. Any additional QA/QC documentation or any additional chronic toxicity-related information, upon written request of the Regional Water Board Chief Deputy Executive Officer or Executive Officer.

B. Ammonia Removal

1. Except with prior approval from the Executive Officer of the Regional Water Board, ammonia shall not be removed from bioassay samples. The Discharger must demonstrate the effluent toxicity is caused by ammonia because of increasing test pH when conducting the toxicity test. It is important to distinguish the potential toxic effects of ammonia from other pH sensitive chemicals, such as certain heavy metals, sulfide, and cyanide.

   a. The following may be steps to demonstrate that the toxicity is caused by ammonia and no other toxicants before the Executive Officer would allow for control of pH in the test. There is consistent toxicity in the effluent and the maximum pH in the toxicity test is in the range to cause toxicity due to increased pH.

   b. Chronic ammonia concentrations in the effluent are greater than 4 mg/L total ammonia.

   c. Conduct graduated pH tests as specified in the toxicity identification evaluation methods. For example, mortality should be higher at pH 8 and lower at pH 6.

   d. Treat the effluent with a zeolite column to remove ammonia. Mortality in the zeolite treated effluent should be lower than the non-zeolite treated effluent. Then add ammonia back to the zeolite-treated samples to confirm toxicity due to ammonia.

2. When it has been demonstrated that toxicity is due to ammonia because of increasing test pH, pH may be controlled using appropriate procedures which do not significantly alter the nature of the effluent, after submitting a written request to the Regional Water Board, and receiving written permission expressing approval from the Executive Officer of the Regional Water Board.

C. Chlorine Removal

Chlorine may be removed from the OWTP effluent bioassay sampled from EFF-001B because there are no appropriate sampling locations that reflect dechlorinated conditions at the outfall.

VI. LAND DISCHARGE MONITORING REQUIREMENTS – NOT APPLICABLE

VII. RECYCLING REQUIREMENTS

The reuse of the reclaimed water is regulated under a separate WDRs and Water Recycling Requirements (WRRs) for City of Oxnard Groundwater Recovery, Enhancement, and Treatment Program – Non-Potable Reuse Phase 1 Project (GREAT Program – Phase 1 Project), Order No. R4-2008-0083 as amended by Order No. R4-2011-0079, Order No. R4-2011-0079-A01, and Order No. R4-2011-0079-A02, File No. 64-104 and File No. 08-070, CI-9456.

VIII. RECEIVING WATER MONITORING REQUIREMENTS

The City of Oxnard has been monitoring receiving water at Discharge Point 001 since 1999. Local receiving water trends over the 10-kilometer sample grid have generally remained steady and the 20-year record of data shows the Oxnard discharge plume is not sufficiently large to impact regional trends. Based on the most recent information from the federally-funded Southern California Coastal Ocean Observing System (SCCOOS), the Central Bight Cooperative Water Quality Survey is complete and no additional water quality monitoring is required at this time. Due to this reduction in regional water quality monitoring, this Order reduces the area sampled to improve information on the impact of the outfall and more accurately characterize the dilution which takes place at the outfall. However, the City of Oxnard shall continue to participate on the Central Bight Cooperative Water Quality Survey steering committee and provide assistance should this cooperative program undertake analysis of the collected data to contribute to a regional understanding of seasonal patterns in water column structure.

Receiving water shall continue to be monitored for local offshore water quality, shoreline bacteria, infaunal benthic community, sediment chemistry and toxicity, regional benthic health, local fish and macroinvertebrate population and tissue, regional fish and macroinvertebrate health, local seafood safety, regional seafood safety, and kelp bed health. If annual reporting and comparative studies identify unanticipated water quality trends at the smaller one-kilometer grid size, the wider sample grid may be reinstated. All receiving water stations shall be located by state-of-the-art navigational methods (e.g. Differential Global Positioning System or DGPS); other means (e.g. visual triangulation, fathometer readings) may be used to improve the accuracy of locating stations. Water quality measurements are made with a Conductivity, Temperature and Depth Instrument (CTD), which also measures other parameters such as pH and light transmissivity.

Table E-7. Schedule for Receiving Water Monitoring Requirements

Monitoring	Number	Type	R4-2013-0094 Frequency	R4-2018-0140 Frequency	Reporting
Local offshore water quality	25	CTD, ammonia, bacteria	--	Quarterly	Annually
Regional offshore water quality	48	CTD and SCCWRP support	Quarterly	---	--
Bacteria/ammonia offshore water quality	18/ three depths	Bacteria, ammonia	Quarterly	--	--
Shoreline	9	Bacteria	Quarterly	Quarterly	Annually

Monitoring	Number	Type	R4-2013-0094 Frequency	R4-2018-0140 Frequency	Reporting
Local Benthic Infaunal community	7	Community and population	Annually	Year two	Year three
Local Sediment chemistry	7	Chemistry	Annually	Year two	Year two
Sediment toxicity	2	Amphipod	Annually	Year two	Year two
Regional Benthic	SCCWRP support only		2013	2018, 2023	SCCWRP
Local fish macroinvertebrate	3	Population	Annually	Year two	Year two
Local fish macroinvertebrate	3	Tissue	Annually	Year two	Year two
Local bagged mussels	3	Tissue	Special Study	Year four	Year four
Regional fish and macroinvertebrate	SCCWRP support only		2013	2018, 2023	SCCWRP
Local seafood safety	5 species in 3 zones	Test against consumption advisories	Year one, three and five	Year four	Year four
Regional seafood safety	SCCWRP support only		2013	2018, 2023	SCCWRP
Kelp bed monitoring	SCCWRP support only		2013	2018, 2023	SCCWRP

A. Water Quality Monitoring

Water quality monitoring is designed to determine if Ocean Plan and Basin Plan objectives for physical and chemical parameters and bacteria are being met. Water quality data will be collected to provide the information necessary to demonstrate compliance with the water quality standards and to contribute to the Bight'18 and Bight'23 regional monitoring programs, led by SCCWRP. Sample collection for water quality monitoring shall follow protocols described in the most current edition of the *Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP*. Water quality data shall be analyzed to estimate spatial extent and movement of the wastewater plume over time. Changes in monitoring measurements shall be quantified each year, contrasted with the previous five years, and summarized annually.

1. Inshore/Offshore Monitoring - The Discharger shall monitor receiving water quality quarterly at 25 new core Receiving Water Column Monitoring Stations from A001 to E005 (Table E-2 and Attachment B-4) as follows.

Table E-8. Offshore Receiving Water Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Dissolved oxygen	mg/L	continuous profile	quarterly	[2]
Water temperature	°C	continuous profile	quarterly	[2]
Light transmittance	% transmittance	continuous profile	quarterly	[18]
Salinity	ppt	continuous profile	quarterly	[2]

[18] Light transmittance (transmissivity) shall be measured with a transmissometer, using equipment and procedure similar to that described by L.V. Whitney [*Transmission of Solar Energy and the Scattering Produced by Suspensoids in Lake Waters*, Transactions of the Wisconsin Academy of Sciences, Arts, and Letters, Vol. 31 (1938)]. Results shall be expressed as the percent of light transmittance. Path length of transmissometer should be noted.

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
pH	pH units	continuous profile	quarterly	[2]
Chlorophyll a	μg/L	continuous profile	quarterly	[2]
Visual observations	---	---	quarterly	[19]
Total coliform	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom[20]	quarterly	[2]
Fecal coliform	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom [20]	quarterly	[2]
Enterococcus	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom [20]	quarterly	[2]
Ammonia nitrogen	mg/L	grab, surface and mid-depth and near bottom[20]	quarterly	[2]

Concurrent with the CTD profiling survey, discrete samples shall be collected quarterly for ammonia and fecal coliform, total coliform and *Enterococcus* at the surface, mid depth and near the bottom (or as deep as practicable for those stations located in depths less than 45 m). Sampling for bacteria is necessary to ensure the bacteria discharged at the outfall do not survive marine conditions and do not contribute to the bacteria identified by shoreline monitoring.

2. Shoreline Monitoring - The Discharger shall monitor receiving water quality at nine Ventura County Shoreline Bacteriological Monitoring Stations listed in Attachment B-8 for the constituents that follow:

[19] Observations of wind (direction and speed), weather (e.g., cloudy, sunny, or rainy), current (e.g., direction), and tidal conditions (e.g., high or low tide) shall be made and recorded (every four hours during offshore sampling) at the time samples of the waters of the Pacific Ocean (shore, nearshore, and all offshore stations) are collected.

Observations of water color, discoloration, oil and grease, turbidity, odor, materials of sewage origin in the water or on the beach, and unusual or abnormal amounts of floating or suspended matter in the water or on the beach, rocks and jetties, or beach structures shall also be made and recorded at stations or while in transit. The character and extent of such matter shall be described. The dates, times and depths of sampling and these observations shall also be reported.

[20] Bottom sampling shall be done 2.0 m (6.6 ft) above the seabed.

Table E-9. Shoreline Receiving Water Monitoring Requirements for Bacteria

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Total coliform	MPN or CFU/100 mL	grab	quarterly	[2]
Fecal coliform	MPN or CFU/100 mL	grab	quarterly	[2]
Enterococcus	MPN or CFU/100 mL	grab	quarterly	[2]

Visual observations shall be recorded when bacteriological samples are collected. Monitoring at these nine stations is conducted for the purposes of public health assessment and to ensure protection for public recreational use of coastal ocean waters, and the results are not intended for use as compliance sites for OWTP, unless offshore bacteria monitoring demonstrates the outfall bacteria persist to the shoreline. In the event of stormy weather that makes sampling hazardous or impractical, these samples can be rescheduled.

B. Benthic Monitoring

Benthic monitoring includes infauna and sediment sampling. The data collected are used for the regular assessment of trends in sediment contamination and biological response along a fixed grid of sites within the influence of the discharge.

1. Local Benthic Monitoring - This survey is designed to determine if benthic conditions under the influence of the discharge are changing over time.

   The Discharger shall monitor infauna, sediment chemistry and sediment toxicity at 7 receiving water benthic monitoring stations of RWS-001 to RWS-007 in year two of the permit and report changes in the conditions as compared to the historic and the most recent receiving water reports (See Table E-3 and Attachment B-5) in the year three annual report.

   a. Infaunal Community Survey - These stations shall be sampled for benthic infauna[21] during late summer (August/ September). Bottom samples for benthic infaunal analyses shall be taken at each benthic station prior to trawl sampling. The following determinations shall be made at each station, where appropriate;

      i. Identificiation of all organisms to lowest possible taxon (usualy species); and,

      ii. Total biomass of:

         (a) Mollusks;

         (b) Echinoderms;

         (c) Annelids/polychaetes;

         (d) Curstaceans; and,

         (e) All other macroinvertebrates.

[21] These bottom samples shall be taken by means of a 0.1 m^2 (1.1 ft^2) modified Van Veen sediment grab sampler. The entire contents of each sample shall be passed through a 1.0 mm (0.039 in.) mesh screen to retrieve the benthic organisms. These organisms shall be fixed in 10% buffered formalin and transferred to 70% ethanol within two to seven days for storage. All specimens retrieved shall be archived.

iii. Community structure[22] analysis for benthic influana for each station and each replicate. Mean, median, range, standard deviation, and 95% confidence limits, if appropriate, for values determined above. The Discharger may use other statistical tools sufficient to determine temporal and spatial trends in the marine environment.

b. Sediment Chemistry Survey -Testing shall be required for these parameters during late summer (August/ September). Bottom samples for sediment chemistry analyses shall be taken at each benthic station prior to trawl sampling. All benthic sediment samples shall be taken at each station by means of a 0.1 m^2 (1.1 ft^2) modified Van Veen sediment grab sampler. Sub-samples (upper two centimeters) of sediment from each sample shall be collected and analyzed separately for the following parameters at each station:

i. Total organic carbon (TOC) (mg/kg dry wt);

ii. Dissolved sulfides (water soluble) (mg/kg dry wt);

iii. Total Kjeldahl nitrogen (mg/kg dry wt);

iv. Grain size (sufficiently detailed to calculate percent weight in relation to phi size); and,

v. Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in µg/kg dry weight. Additional testing shall be conducted such that a full priority pollutant scans is performed on the sediment samples.

c. Chronic Sediment Toxicity Survey - Sediment toxicity testing shall be conducted in August/September at the two receiving water sediment monitoring stations RWS-003 and RWS-007. Three replicate samples shall be collected for testing at each station. Sub-samples (upper two centimeters) shall be taken from each sediment sample and tested for chronic toxicty. Testing shall be conducted using one of the three amphipod species *Eohaustorius estuarius, Leptocheirus plumulosus, and Rhepoxynius abronius* in accordance with EPA 600/R-94/0925 (USEPA, 1994), *Methods for Assessing the Toxicity of Sediment-associated Contaminants with Estuarine and Marine Amphipods,* and *the Southern California Bight Project sediment toxicity testing guidelines (*Bight '18 Toxicology Committee, 2018). Test results shall be reported in percent survival, assessed for the presence of persistent toxicity, and included in the annual monitoring report. If persistent toxicity is observed at a sediment sampling location, a Phase I Toxicity Identification Evaluation (TIE) shall be conducted as defined in the *Sediment Toxicity Identification (TIE) Phase I, II, and III Guidance Document* (EPA/R-07/080). The Discharger shall submit a Sediment Toxicity TIE Work Plan within 90 days of the effective date of this

[22] Community structure analysis of benthic infauna shall include number of species, number of individuals per species, total numerical abundance, species abundance per grab, species richness, species diversity (e.g., Shannon-Wiener), species evenness and dominance per station and replicate, similarity analyses (e.g., Bray-Curtis, Jaccard or Sorensen), cluster analyses (using unweighted pair-group method) or other appropriate multivariate statistical techniques approved by the Executive Officer of this Regional Water Board and the Infaunal Index.

Order. The work plan shall define persistent toxicity and outline the procedures that will take place if persistent toxicity is observed.

2. Regional Benthic Monitoring - This regional survey is designed to determine the extent, distribution, magnitude and trend of ecological change in soft-bottom benthic habitats within the Southern California Bight and the relationship between biological response and contaminant exposure. The data collected will be used to assess the condition of the sea-floor environment and the health of the biological resources within the Bight.

   A regional survey of sediment chemistry and benthic infauna within the Southern California Bight took place in 2013 (Bight'13). The final survey design was determined cooperatively by the participants represented on the Regional Steering Committee. The Discharger provided support to the Bight'13 benthic surveys in the following ways:

   a. Participation on the Steering Committee
   b. Participation on the relevant Technical Committees (e.g., Information Management, Field Methods and Logistics, Benthos and Chemistry)
   c. Field sampling at sea
   d. Infaunal sample analysis
   e. Sediment chemistry analysis
   f. Data management

   The Discharger's level of participation in previous Bight surveys has been consistent. The same level of participation is expected in Bight'18 and Bight'23 surveys.

C. Fish and Invertebrate Monitoring

1. Local Fish and Macroinvertebrate Survey – This survey is designed to determine how the health of demersal fish and epibenthic invertebrate communities near the discharge point is changing over time. The data collected will be used for regular assessment of temporal trends in community structure and bioaccumulation along an array of sites within the influence of the discharge. Trash and debris data will also be collected to contribute to the Santa Monica Bay Restoration Project's (SMBRP's) Sources and Loadings Program. The Discharger shall monitor fish and macroinvertebrate at three receiving water trawling stations RWT-001, RWT-002 and RWT-003 in year two (See Table E-3). Mussels will be deployed for three months (September to December) at three fixed locations for bioaccumulation (see Attachment B-7) in year four. The monitoring requirements are as follows:

   a. Local Fish and Macroinvertebrate Population Survey

      i. Offshore trawling will occur in year two during August/September for demersal fish and epibenthic macroinvertebrates with trawl locations along sample lines A001 to A005 through E001 to E005 (see Table E-2 and Attachment B-7).

      ii. Trawling methods shall follow the protocols described in the most current edition of the *Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP*.

iii. Fish and macroinvertebrates collected by trawls shall be identified to the lowest taxon possible. At all stations and for each replicate, community structure analysis for fish and macroinvertebrates[23] shall be conducted for each station.

iv. Mean, range, standard deviation, and 95% confidence limits, if appropriate, shall be reported for the values determined in the community structure analysis. The Discharger may use other statistical tools to determine temporal and spatial trends in the fish and macroinvertebrate population in the marine environment.

v. Abnormalities and disease symptoms shall be described and recorded (e.g., fin erosion, external lesions, tumors, ectoparasites, and color anomalies). The frequency of abnormalities and incidence of disease shall be compared between the Zone of Initial Dilution (ZID) boundary and the reference station, and trends in these values shall be measured over time. The results of this comparison shall be included in the monitoring report.

b. Bagged Mussel Tissue

i. Bags of mussels will be deployed on anchored arrays, in replicate, at three locations (SS1, SS2 and SS3) in the vicinity of the outfall for a period of three months, from July to December in year four of the permit. A set of control mussels will be frozen at the beginning of the three month deployment, held for three months and then analyzed along with the field deployed mussels. The field deployed mussels will be retrieved after three months, dissected and analyzed for contaminants.

ii. All mussle tissue samples shall be analyzed for wet weight and percent lipid.

iii. Testing shall include analysis for: Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; and PAH derivatives and all priority pollutants.

iv. The data for these parameters shall be expressed in µg/kg dry weight.

2. Regional Fish and Macroinvertebrate Survey

This regional survey is designed to determine the extent, distribution, magnitude and trend of ecological change in demersal fish and epibenthic invertebrate communities within the Southern California Bight and the relationship between biological response and contaminant exposure. The data collected will be used to assess the condition of the seafloor environment and health of biological resources within the Bight.

[23] Community structure analysis of fish and macroinvertebrates shall include wet weight of fish and macroinvertebrate species (when combined weight of individuals of one species exceeds 0.2 kg), standard length of each individual, number of species, number of individuals per species, total numerical abundance per station, number of individuals in each 1-cm size class for each species of fish, species abundance per trawl and per station, species richness, species diversity (e.g., Shannon-Wiener), species evenness, similarity analyses (e.g., Bray-Curtis, Jaccard or Sorensen), cluster analyses (using unweighted pair-group method) or other appropriate multivariate statistical techniques approved by the Executive Officer of the Regional Water Board..

A regional survey of trawl-caught demersal fish and megabenthic invertebrates within the Southern California Bight took place in 2013 (Bight'13). The final survey design was determined cooperatively by the participants as represented on the Regional Steering Committee. The Discharger provided support to the Bight'13 surveys in the following ways:

a. Participation on the Steering Committee;
b. Participation on the relevant Technical Committees (e.g., Information Management, Field Methods and Logistics, Fish and Invertebrates);
c. Field sampling at sea;
d. Trawl sample analysis; and,
e. Data management

The Discharger's level of participation in previous Bight surveys has been consistent. The same level of participation is expected in the Bight '18 and Bight '23 surveys.

D. Seafood Safety Monitoring

1. Local Seafood Safety Survey

This survey is designed to determine if tissue concentrations of contaminants exceed the Advisory Tissue Concentration (ATC) where seafood consumption advisories exist locally, and tissue contaminant trends relative to the ATC in other species and for other contaminants not currently subject to local consumption advisories. The data collected will be used to provide information necessary for the management of local seafood consumption advisories.

a. One species from each of five groups of fish (rockfish, kelpbass, sandbass, surfperches and croakers) shall be sampled from each of the three zones, no later than year four of the permit. For rockfishes, scorpionfish (Scorpaena guttata) is the preferred species, followed by bocaccio (Sebastes paucispinis) and then by any other abundant and preferably benthic rockfish species. For surfperches, black surfperch (Embiotoca jacksoni) is the preferred species, followed by white surfperch (Phanerodon furcatus) and then by walleye surfperch (Hyperprosopon argenteum). For croakers, white croaker is the preferred species, followed by black croaker, and then by white seabass. If an insufficient number of croakers are collected and a significant effort has been made to collect the appropriate number of croakers, one of the following alternative species may be substituted: ocean whitefish (Caulolatilus princeps), opaleye (Girella nigricans), blacksmith (Chromis punctipinnis), or pacific mackerel (Scomber japonicus).
b. For fish tissue analysis, one composite sample of ten individuals of each target shall be collected within each of the three zones. Sampling should take place in late summer/early fall and should focus upon a consistent size class of fish. All tissue samples shall be analyzed for:

Table E-10. Seafood Safety Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling Frequency
% moisture	%	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
% lipid	%	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
Arsenic	μg/kg	composite of muscle tissue from 10	No later than year 4

Parameter	Units	Sample Type	Minimum Sampling Frequency
		individuals of each of 5 species	
Mercury	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
Selenium	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
DDT	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
PCB as aroclors	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4
PCB as congeners	μg/kg	composite of muscle tissue from 10 individuals of each of 5 species	No later than year 4

2. Regional Seafood Safety Survey

   This regional survey is designed to determine if seafood tissue levels within the Southern California Bight are below levels that ensure public safety. The data collected will be used to assess levels of contaminants in the edible tissue of commercial or recreationally important fish within the Bight relative to Advisory Tissue Concentrations.

   Sampling Design - A regional survey of edible tissue contaminant levels in fish within the Southern California Bight shall be conducted at least once every ten years, encompassing a broader set of sampling sites and target species than those addressed in the local seafood survey. The objective is to determine whether any unexpected increases or decreases in contaminant levels have occurred in non-target species and/or at unsampled sites. The final survey design may be determined cooperatively by participants represented on a Regional Steering Committee or by the State of California's Office of Environmental Health and Hazard Assessment. The Discharger shall provide support to a Regional Seafood Safety Survey by participating in or performing the following the following activities:

   a. Participation on the Steering Committee;
   b. Participation on the relevant Technical Committees (e.g., Information Management, Field Methods and Logistics, Fish and Invertebrates, Chemistry);
   c. Tissue chemical analysis; and,
   d. Data management

   This level of participation in the Bight'08 survey was consistent with that provided by the Discharger to the previous surveys. The next regional survey is expected to occur in 2018 and 2023, and the Discharger's level of participation shall be consistent with that provided in previous surveys.

E. Kelp Bed Monitoring

This regional survey is designed to determine if the extent of kelp beds in the Southern California Bight is changing over time and if some beds are changing at rates different than others. The data collected in this regional survey will be used to assess the status and trends in kelp bed health and spatial extent.

The Discharger shall participate in the Central Region Kelp Survey Consortium (CRKSC) to conduct regional kelp bed monitoring in Southern California coastal waters. The CRKSC design is based upon quarterly measures of kelp canopy extent using aerial imaging. The

Discharger shall participate in the management and technical committee's responsibility for the final survey design and shall provide financial support to help fund the survey based upon the number of participants in the study in an amount not to exceed a maximum of $10,000 per year. The information gained by the City through participation may be used to evaluate whether the discharge impacts kelp beds near the outfall.

IX. OTHER MONITORING REQUIREMENTS

A. Outfall and Diffuser Inspection

This survey is designed to ensure that the outfall structures are in serviceable condition and that they can continue to be operated safely. The data collected will be used for a periodic assessment of the integrity of the outfall pipe and ballasting system.

The ocean outfall (001) shall be inspected externally a minimum of once per year. Inspections shall include general observations and photographic/videographic records of the outfall pipe and adjacent ballast ocean bottom. The pipe shall be visually inspected by a diver, manned submarine, or remotely operated vehicle. A summary report shall be submitted by August 1 of each year for the previous year. This written report, augmented with videographic and/or photographic images, will provide a description of the observed condition of the outfall structure from shallow water to the termini.

B. Biosolids and Sludge Management

The Discharger must comply with all Clean Water Act and regulatory requirements of 40 CFR § 257, 258, 501, and 503, including all applicable monitoring, record keeping, and reporting requirements.

X. REPORTING REQUIREMENTS

A. General Monitoring and Reporting Requirements

1. The Discharger shall comply with all Standard Provisions (Attachment D) related to monitoring, reporting, and recordkeeping.
2. If there is no discharge during any reporting period, the report shall so state.
3. Each monitoring report shall contain a separate section titled “Summary of Non-compliance” which discusses the compliance record and the corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with discharge requirements as well as all excursions of effluent limitations.
4. The Discharger shall inform the Regional Water Board well in advance of any proposed construction or maintenance activity, or modification to the POTW that could potentially affect compliance with applicable requirements.
5. The date and time of sampling (as appropriate) shall be reported with the analytical values determined.
6. The laboratory conducting analyses shall be certified by the State Water Resources Control Board, Division of Drinking Water, Environmental Laboratory Accreditation Program (ELAP), in accordance with CWC section 13176, or approved by the Regional Water Board Executive Officer, in consultation with the State Water Board’s Quality Assurance Program, and USEPA for that particular parameter and must include quality assurance/quality control (QA/QC) data in their reports. A copy of the laboratory certification shall be provided each time a new/renewal certification is obtained from ELAP and must be submitted with the annual summary report. Each monitoring report must affirm in writing that: “All analyses were conducted at a laboratory certified for such

analyses by the the State Water Resources Control Board, Division of Drinking Water, Environmental Laboratory Accreditation Program (ELAP), or approved by the Regional Water Board Executive Officer (in consultation with the State Water Board's Quality Assurance Program), and in accordance with current USEPA guideline procedures or as specified in this MRP."

7. Non-detect levels reported for the Oxnard Wastewater Treatment Plant effluent are generally higher than effluent limitations or water quality objectives for DDT, chlordane, PCBs and PAHs. Therefore, the Discharger shall strive for lower analytical detection levels than those specified in Appendix II of the 2015 Ocean Plan.

8. Upon request by the Discharger, the Regional Water Board, in consultation with the State Water Board's Quality Assurance Program and/or USEPA, may establish an ML that is not contained in Appendix II of the 2015 Ocean Plan, to be included in the Discharger's NPDES permit, in any of the following situations:

   a. When the pollutant under consideration is not included in Appendix II;

   b. When the Discharger agrees to use a test method that is more sensitive than those specified in 40 CFR § 136 (most recent revision);

   c. When the Discharger agrees to use an ML lower than those listed in Appendix II;

   d. When the Discharger demonstrates that the calibration standard matrix is sufficiently different from that used to establish the ML in Appendix II and proposes an appropriate ML for their matrix; or

   e. When the Discharger uses a method whose quantification practices are not consistent with the definition of an ML. Examples of such methods are the USEPA-approved method 1613 for dioxins and furans, method 1624 for volatile organic substances, and method 1625 for semi-volatile organic substances. In such cases, the Discharger, Regional Water Board, State Water Board and USEPA shall agree on a lowest quantifiable limit, and that limit will substitute for the ML for reporting and compliance determination purposes.

9. Records and reports of marine monitoring surveys conducted to meet receiving water monitoring requirements shall include, at a minimum, the following information:

   a. A description of climatic and receiving water characteristics at the time of sampling (weather observations, unusual or abnormal amounts of floating debris, discoloration, wind speed and direction, swell or wave action, time of sampling or measurements, tidal stage and height, etc.).

   b. The date, exact place and description of sampling stations, including differences unique to each station (e.g., date, time, station location, depth, and sample type).

   c. A list of the individuals participating in field collection of samples or data and description of the sample collection and preservation procedures used in the various surveys.

   d. A description of the specific method used for laboratory analysis, the date(s) the analyses were performed and the individuals participating in these analyses.

   e. An in-depth discussion of the results of the survey. All tabulations and computations shall be explained.

10. The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the facility is operating in compliance with this Order.

11. The Discharger shall attach a cover letter to the monitoring reports. The information contained in the cover letter shall clearly identify violations of the Order; discuss corrective actions taken or planned; and the proposed time schedule for corrective actions. Identified violations must include a description of the requirement that was violated and a description of the violation.

B. Self-Monitoring Reports (SMRs)

1. The Discharger shall electronically submit SMRs using the State Water Board's California Integrated Water Quality System (CIWQS) Program website (http://www.waterboards.ca.gov/water_issues/programs/ciwqs/). The CIWQS website will provide additional information for SMR submittal in the event there will be a planned service interruption for electronic submittal.
2. The Discharger shall report in the SMR the results for all monitoring specified in this Order. The Discharger shall submit monthly, quarterly, semiannual, and annual SMRs including the results of all required monitoring using USEPA-approved test methods or other test methods specified in this Order. SMRs are to include all new monitoring results obtained since the last SMR was submitted. If the Discharger monitors any pollutant more frequently than required by this Order, the results of this monitoring shall be included in the calculations and reporting of the data submitted in the SMR.
3. Monitoring periods and reporting for all required monitoring shall be completed according to the following schedule, except where specific monitoring periods and reporting dates are required elsewhere in the Order.

Table E-11. Monitoring Periods and Reporting Schedule

Sampling Frequency	Monitoring Period Begins	Monitoring Period	SMR Due Date
Continuous	Permit effective date	All	Submit with monthly SMR
Daily	Permit effective date	(Midnight through 11:59 PM) or any 24-hour period that reasonably represents a calendar day for purposes of sampling.	Submit with monthly SMR
Weekly	Sunday following Permit effective date or on Permit effective date if on a Sunday	Sunday through Saturday	Submit with monthly SMR
Monthly	First day of calendar month following Permit effective date or on Permit effective date if that date is first day of the month	1st day of calendar month through last day of calendar month	Submit with monthly SMR
Quarterly	Closest of January 1, April 1, July 1, or October 1 following (or on) Permit effective date	January 1 to March 31 April 1 to June 30 July 1 to September 30 October 1 to December 31	By the 15th day of the second month after the month of sampling
Semiannually	Closest of January 1 or July 1 following (or on) Permit effective date	January 1 to June 30 July 1 to December 31	May 15 November 15
Annually	January 1 following (or on) Permit effective date	January 1 through December 31	August 15

4. Reporting Protocols. The Discharger shall report with each sample result the applicable reported Minimum Level (reported ML, also known as the Reporting Level, or RL) and the current Method Detection Limit (MDL), as determined by the procedure in 40 CFR §136.

The Discharger shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

a. Sample results greater than or equal to the reported ML shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).

b. Sample results less than the reported ML, but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified," or DNQ. The estimated chemical concentration of the sample shall also be reported.

   For the purposes of data collection, the laboratory shall write the estimated chemical concentration next to DNQ. The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy (± a percentage of the reported value), numerical ranges (low to high), or any other means considered appropriate by the laboratory.

c. Sample results less than the laboratory's MDL shall be reported as "Not Detected," or ND.

d. Dischargers are to instruct laboratories to establish calibration standards so that the ML value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

5. Compliance Determination. Compliance with effluent limitations for reportable pollutants shall be determined using sample reporting protocols defined above and Attachment A of this Order. For purposes of reporting and administrative enforcement by the Regional Water Board and State Water Board, the Discharger shall be deemed out of compliance with effluent limitations if the concentration of the reportable pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (ML).

6. Multiple Sample Data. When determining compliance with a measure of central tendency (arithmetic mean, geometric mean, median, etc.) of multiple sample analyses and the data set contains one or more reported determinations of "Detected, but Not Quantified" (DNQ) or "Not Detected" (ND), the Discharger shall compute the median in place of the arithmetic mean in accordance with the following procedure:

   a. The data set shall be ranked from low to high, ranking the reported ND determinations lowest, DNQ determinations next, followed by quantified values (if any). The order of the individual ND or DNQ determinations is unimportant.

   b. The median value of the data set shall be determined. If the data set has an odd number of data points, then the median is the middle value. If the data set has an even number of data points, then the median is the average of the two values around the middle unless one or both of the points are ND or DNQ, in which case the median value shall be the lower of the two data points where DNQ is lower than a value and ND is lower than DNQ.

7. The Discharger shall submit SMRs in accordance with the following requirements:

   The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the facility is operating in compliance with interim and/or final effluent limitations. The Discharger is not required to duplicate the

submittal of data that is entered in a tabular format within CIWQS. When electronic submittal of data is required and CIWQS does not provide for entry into a tabular format within the system, the Discharger shall electronically submit the data in a tabular format as an attachment.

8. The Discharger shall attach a cover letter to the SMR. The information contained in the cover letter shall clearly identify violations of the waste discharge requirements; discuss corrective actions taken or planned; and the proposed time schedule for corrective actions. Identified violations must include a description of the requirement that was violated and a description of the violation.

C. Discharge Monitoring Reports (DMRs)

DMRs are USEPA reporting requirements. The Discharger shall electronically certify and submit DMRs together with SMRs using Electronic Self-Monitoring Reports module eSMR 2.5 or any upgraded version. Electronic DMR submittal shall be in addition to electronic SMR submittal. Information about electronic DMR submittal is available at the DMR website at: <http://www.waterboards.ca.gov/water_issues/programs/discharge_monitoring>.

D. Other Reports

1. Pretreatment Report

   The Discharger shall submit annual pretreatment reports to the Regional Water Board, with copies to the State Water Board, and USEPA Region 9, describing the Discharger's pretreatment activities over the period. The annual reports shall contain, but not be limited to, the information required in the attached Pretreatment Reporting Requirements (Attachment I), or an approved revised version thereof. If the Discharger is not in compliance with any conditions or requirements of this Order, the Discharger shall include the reasons for noncompliance and shall state how and when the Discharger will comply with such conditions and requirements.

   An Enhanced Source Control study was completed in 2017 and the results will be used to improve the pretreatment program when modifications to the recycled water program include Indirect Potable Reuse (IPR). Resulting modifications to the pretreatment program shall be reported in the annual report.

2. The Discharger shall report the results of any special studies, chronic toxicity testing, TRE/TIE, Pollutant Minimization Program (PMP), and Pollution Prevention Plan required by Special Provisions – section VIII.B. The Discharger shall submit reports in compliance with SMR reporting requirements described in subsection X.B. above.

3. Annual Summary Report

   By August 15 of each year, the Discharger shall submit an annual report containing a discussion of the previous year's influent/effluent results (including the average and peak flow for the year), the date of the outfall inspection, and upgrades to the treatment plant's collection system, the treatment processes, or the outfall system. The Discharger shall submit annual reports to the Regional Water Board in accordance with the requirements described in subsection X.B.7. above.

   Each annual monitoring report shall contain a separate section titled "Reasonable Potential Analysis" which discusses whether or not reasonable potential was triggered for pollutants which do not have a final effluent limitation in the NPDES permit. This section shall contain the following statement: "The analytical results for this sampling period did/ did not trigger reasonable potential." If reasonable potential was triggered, then the following information should also be provided:

a. A list of the pollutant(s) that triggered reasonable potential;

b. The Ocean Plan criteria that was exceeded for each given pollutant;

c. The concentration of the pollutant(s);

d. The test method used to analyze the sample; and,

e. The date and time of sample collection.

The Discharger shall submit to the Regional Water Board, together with the first monitoring report required by this permit, a list of all chemicals and proprietary additives which could affect this waste discharge, including quantities of each. Any subsequent changes in types and/or quantities shall be reported promptly.

4. Receiving Water Monitoring Report

An annual summary of the receiving water monitoring data collected during each sampling year (January-December) shall be prepared and submitted so that it is received by the Regional Water Board by August 15 of the following year. The annual summary shall include data tables and a description of receiving water data.

A detailed Receiving Water Monitoring Biennial Assessment Report of the data collected during the two previous calendar sampling years (January-December) shall be prepared and submitted so that it is received by the Regional Water Board by September of every other year. Any effluent compliance issues during that period shall also be discussed. This report shall include a description of the nearfield zone and an in-depth analysis of the biological and chemical data following the *Model Monitoring Program Guidance Document* (Schiff, K.C., J.S. Brown and S.B. Weisberg, 2001. *Model Monitoring Program for Large Ocean Dischargers in Southern California. SCCWRP* Tech. Rep #357. *Southern California Coastal Water Research Project,* Westminster, CA. 101 pp.). Data shall be tabulated, summarized, graphed where appropriate, analyzed, interpreted, and generally presented in such a way as to facilitate ready understanding of its significance. Spatial and temporal trends shall be examined and compared. The relationship of physical and chemical parameters shall be evaluated. See also Section VIII of this MRP. All receiving water monitoring data shall be submitted in accordance with the California Environmental Data Exchange Network (CEDEN), when the system accepts data such as bioassessment /taxonomic data and continuous data. The Discharger shall submit all receiving water monitoring data in accordance with CEDEN, when feasible. An electronic copy of the receiving water document shall also be submitted to the CIWQS, the state electronic data repository.

The first assessment report shall be due August 15, 2020, and cover the sampling periods of January-December 2018 and January-December 2019. Subsequent reports shall be due August 15, 2022, and August 15, 2024, to cover sampling periods of January 2020-December 2021 and January 2022-December 2023, respectively.

5. Outfall Inspection Report

By August 1 of each year, a summary report of the outfall Inspection findings for the previous calendar year shall be prepared and submitted to the Regional Water Board. This written report, augmented with videographic and/or photographic images, shall provide a description of the observed external condition of the discharge pipes from shallow water to their respective termini.

The first summary report shall be due August 1, 2020, covering the monitoring period from January 2019 – December 2019.

6. Technical Report on Preventive and Contingency Plans

The Regional Water Board requires the Discharger to file with the Regional Water Board, within 90 days after the effective date of this Order, a technical report on its preventive (failsafe) and contingency (cleanup) plans for controlling accidental discharges, and for minimizing the effect of such events. The technical report should:

a. Identify the possible sources of accidental loss, untreated waste bypass, and contaminated drainage. Loading and storage areas, power outage, waste treatment unit outage, and failure of process equipment, tanks, and pipes should be considered.

b. Evaluate the effectiveness of present facilities and procedures and state when they become operational.

c. Describe facilities and procedures needed for effective preventive and contingency plans.

d. Predict the effectiveness of the proposed facilities and procedures and provide an implementation schedule contingent interim and final dates when they will be constructed, implemented, or operational

Trade Services Agreement 32400008 with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for Ocean Monitoring Services

Public Works and Transportation Committee
June 13, 2023

City Council
June 29, 2023

Jan Hauser
Wastewater Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed $1,850,000 for a five year term ending December 31, 2028 for ocean outfall monitoring services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed $1,850,000 for a five year term ending December 31, 2028 for ocean outfall monitoring services.

BACKGROUND

- The Oxnard Regional Wastewater System operates under a National Pollution Discharge Elimination System (NPDES) Permit
  - Issued by the California Regional Water Quality Control Board (RWQCB) - Los Angeles Region
  - Identifies ocean monitoring requirements to discharge treated wastewater into the ocean
  - Permit duration is 5 years

BACKGROUND

- The NPDES permit requires the following testing/monitoring
  - Water quality monitoring
  - Ocean acidification testing
  - Benthic sediment monitoring
  - Fish & invertebrate monitoring
  - Kelp bed monitoring
  - Outfall and Diffuser inspection
  - Toxicity testing
  - Seafood safety monitoring
- Annual requirements vary over the duration of the permit

BACKGROUND

CITY OF OXNARD
OXNARD WASTEWATER TREATMENT PLANT

ORDER R4-2018-0140
NPDES CA0054097

ATTACHMENT B-4 OFFSHORE WATER QUALITY MONITORING STATIONS

Water quality monitoring locations off the coast of Oxnard

BACKGROUND

Gathering of oceanic wildlife for testing/ monitoring

DISCUSSION

- February 23, 2023 - Purchasing Department published RFP PW 23-89 for ocean monitoring services
  - Proposals were due March 24, 2023
  - Only one proposal was received from ABC Labs
- Work in this field is highly specialized
- Proposal reviewed by Buyer, Wastewater Division Manager, Operations Manager, Chief Operator, and Management Analyst
- ABC Labs was determined to be qualified
  - History performing requested services - over 30 years for the City
  - Technical Competence

FINANCIAL IMPACT

- Total cost for this Agreement with ABC Labs shall not exceed $1,850,000 over the term of five years

- Funded using budgeted appropriations from the Wastewater Fund (611)

ESTIMATED SPENDING PLAN						
DIVISION	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**TOTAL**
Wastewater	$550,000	$400,000	$280,000	$330,000	$290,000	$1,850,000

Questions?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.7

DATE: June 29, 2023

TO: City Council

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

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

RECOMMENDATION

That the City Council:

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

(The Community Services, Public Safety, Housing & Development Committee heard the item, and although they agreed 3-0 to forward the item to the City Council, they did not forward the item with a recommendation.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/iWA84w1W1z8

BACKGROUND

EXECUTIVE SUMMARY

Based on discussion at the Committee, staff proposes a revised First Amendment to the Lease with Teatro de Las Americas. Based on the impacts of the Covid-19 pandemic, which prevented the theater from being open for a period of time, staff amended the lease agreement that was presented to Committee to include a lease payment credit for a total of approximately sixteen months, with the credit amount not to exceed $15,000.

BACKGROUND

The City of Oxnard owns certain real property located at 321 West Sixth Street in downtown Oxnard. The property is improved with a building of 1,980 square feet. The City of Oxnard entered into a three year lease agreement with Teatro de las Americas ("Tenant") on November 18, 2019 authorizing their occupancy and use of the building for small live theater-related programs. Per the Lease the tenant was to pay the City a monthly rental rate of fifty-cents per square foot, resulting in a payment of $990/month. However, Section 4.4.1 of the Lease allowed a credit toward the rent payment obligation in an amount not-to-exceed of $35,000 for permanent improvements to the building.

DISCUSSION

The First Amendment to the Lease that was presented to Committee:

1. Extended the lease to November 20, 2024.
2. Replaced Section 3 of the lease to require payment of rent at a rate of Fifty Cents ($.50) per square foot effective June 1, 2023.

3. Clarified that Section 4.4.1 of the Lease, which allowed for up to a $35,000 rent credit, has been complied with and is no longer in further force or effect. The Tenant received the full value of the credit during the Lease Agreement.

At the Committee meeting on June 13, 2023 the President of Teatro de las Americas requested a further credit or rent reduction for the term of the First Amendment. The justification provided encompassed several factors, including the building improvements exceeding $35,000, the organization's non-profit status, and the impact of the pandemic.

Staff offers the following in response the Teatro de las Americas request for rent reductions:

1. Tenant improvements are standard when a tenant occupies a space. The City offered full credit for the tenant improvement towards their rent for the entire original term of the Lease.
2. The current market rate rent in downtown is approximately $1.50/square foot. The proposed $.50/ square foot is a below market rate rent. In essence the rent is already at a reduced rate or subsidized.
3. The pandemic did negatively impact Teatro de las Americas ability to put on shows and in turn generate revenues. Typically Teatro puts on four shows per year, selling ten to forty seats per show at varying rates. The lease was executed in November 2019, but in March 2020 a State of Emergency was declared. Teatro was able to complete their tenant improvements during the State of Emergency, but they did not have their first show until July 30, 2021. Teatro lost approximately sixteen (16) months, which would equate to six shows they likely would have otherwise produced. In light of this, staff is amending their recommendation that was presented to Committee.

Based on the impact of Covid-19, the revised draft First Amendment to the Lease adds Section 3.1. “As a result of the Building’s closure due to the COVID-19 State of Emergency, Tenant shall receive a rent credit for a period of approximately sixteen months, with the credit amount not exceeding $15,000.”

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

As allowed by Section 4.4.1 of the Lease, in exchange for permanent building improvements there was no rent received by the City during the original term of the lease. However, on June 1, 2023, Teatro made their first rent payment of $990. The draft First Amendment proposes an additional credit not to exceed $15,000 due to the impacts of the global pandemic. If approved as drafted, the rental revenue for the First Amendment would be $2,820. If Council does not wish to further subsidize the Lease, the rental revenue for the term of the First Amendments would be $17,820 over the remaining term of the Lease. Any rent received will be received into the General Fund Housing Department in FY 2023-24. No revenue was included in the FY 2023-24 General Fund Housing Department budget associated with this agreement.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee heard the item, and although they agreed 3-0 to forward the item to the City Council, they did not forward the item with a recommendation.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Teatro de las Americas Lease Amendment (Revised since Committee)
2. Lease
3. Committee Staff Report with Attachments
4. Presentation

Agreement No. 8828-19-CD

FIRST AMENDMENT TO LEASE WITH TEATRO DE LAS AMERICAS

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

City and Tenant agree as follows:

1. The first sentence of Section 2 of the Lease is hereby deleted and replaced with the following: "The term of this Lease ("Term") shall commence on November 20, 2019 (the "Commencement Date") and shall expire on November 20, 2024 (the "Expiration Date"), subject to earlier termination as provided herein."
2. Section 3 of the Lease is hereby deleted and replaced with the following term: "Commencing on June 1, 2023, Tenant agrees to pay City as rent for the Building, the sum of Fifty Cents ($.50) per square foot per month in advance."
3. Section 3.1 is hereby added to the Agreement to read as follows: "As a result of the Building's closure due to the COVID-19 State of Emergency, Tenant shall receive a rent credit for a period of approximately sixteen months, with the credit amount not exceeding $15,000."
4. The City and Tenant acknowledge that Section 4.4.1 of the Lease has been complied with an has no further force or effect. Neither City or Tenant owes any further obligation arising from Section 4.4.1 of the Lease.
5. All other terms of the Lease shall remain in full force and effect.

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

CITY OF OXNARD		**TEATRO DE LAS AMERICAS**	
Alexander Nguyen	Date	Juan Gonzalez	Date
City Manager		President, Teatro de las Americas	
APPROVED AS TO FORM:			
Stephen M. Fischer	Date		
City Attorney			

LEASE

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

1. Building

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

2. Term

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

3. Rent

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

4. Delivery and Condition of Building

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

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

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

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

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

5. Use of Building

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

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

5.2.1 Adequately staff its business with sufficient employees;

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

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

5.3 Anti-discrimination and Equal Opportunity.

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

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

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

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

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

6. Insurance

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

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

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

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

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

7. Damage

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

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

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

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

8. Condemnation

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

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

9. Security

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

10. Utilities

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

11. Taxes

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

(i) Real estate and other ad valorem taxes and assessments of every kind and nature levied and assessed upon the Building and the underlying realty including, but not limited to, possessory interest taxes assessed against the leasehold interest created hereby and general and special assessments, whether foreseen or unforeseen, and

(ii) Taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation on the Building, (collectively, "Taxes") and Tenant shall deliver to City copies of receipted bills for such Taxes within fifteen (15) days after receipt of such bills by Tenant.

12. Compliance with Laws

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

13. Indemnity and Exculpation

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

(i) The condition of the Building and surrounding areas which are used by Tenant and Tenant's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, successors and assigns (collectively, "Tenant's Representatives"),

(ii) Tenant's and Tenant's Representatives' use of the Building including without limitation the construction of the Improvements and any other work performed therein,

(iii) Any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or

(iv) The conduct of Tenant's business operated on or about the Building or any act or negligence of Tenant, or any of Tenant's Representatives, except that Tenant shall not indemnify, defend and hold harmless City from and against any claims to the extent they result solely from the active negligence or willful misconduct of City and/or its officers, officials, employees and/or agents (collectively, "City's Representatives").

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

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

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

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

14. Default and Remedies

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

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

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

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

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

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

14.3 Additional Remedies

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

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

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

15. Maintenance

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

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

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

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

16. City's Right of Entry

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

17. Transfers

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

18. Attorneys' Fees

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

19. Notices

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

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

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

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

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

(i) Personal delivery to the address(es) shown above,

(ii) One (1) day after delivery to Federal Express or other like overnight delivery service, or

(iii) Forty-eight (48) hours after posting in the United States mail. Either Party may change its address by giving the other Party written notice of its new address.

20. Subordination; Attornment

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

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

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

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

21. Surrender

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

22. Holding Over

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

23. Estoppel Certificate

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

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

(i) That this Lease is in full force and effect without modification except as may be represented by City,

(ii) That there are no uncured defaults in City's performance hereunder, and

(iii) That not more than one installment of Rent has been paid in advance.

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

24. Binding on Successors and Assigns

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

25. Waivers

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

26. Entire Agreement; Amendments

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

27. Time

Time is of the essence of this Lease.

28. No Broker

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

29. Severability

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

30. Applicable Law

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

31. Waiver of Redemption Rights

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

32. No Reservation or Option

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

33. Counterparts

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

34. Captions

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

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

CITY:

CITY OF OXNARD

Alexander Nugyen, City Manager

TENANT:

By Juan Gonzales
President, Teatro de las Americas

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Jeffrey Lambert, Community Development Director

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

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

REPORTS
AGENDA ITEM NO. D.3

DATE: June 13, 2023

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

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

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

RECOMMENDATION

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

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

2. Authorize the City Manager to execute the First Amendment to Lease with Teatro de las Americas.

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

BACKGROUND

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

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

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

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

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

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

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

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

LEASE

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

1. Building

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

2. Term

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

3. Rent

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

4. Delivery and Condition of Building

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

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

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

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

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

5. Use of Building

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

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

5.2.1 Adequately staff its business with sufficient employees;

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

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

5.3 Anti-discrimination and Equal Opportunity.

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

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

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

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

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

6. Insurance

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

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

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

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

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

7. Damage

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

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

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

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

8. Condemnation

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

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

9. Security

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

10. Utilities

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

11. Taxes

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

(i) Real estate and other ad valorem taxes and assessments of every kind and nature levied and assessed upon the Building and the underlying realty including, but not limited to, possessory interest taxes assessed against the leasehold interest created hereby and general and special assessments, whether foreseen or unforeseen, and

(ii) Taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation on the Building, (collectively, "Taxes") and Tenant shall deliver to City copies of receipted bills for such Taxes within fifteen (15) days after receipt of such bills by Tenant.

12. Compliance with Laws

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

13. Indemnity and Exculpation

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

(i) The condition of the Building and surrounding areas which are used by Tenant and Tenant's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, successors and assigns (collectively, "Tenant's Representatives"),

(ii) Tenant's and Tenant's Representatives' use of the Building including without limitation the construction of the Improvements and any other work performed therein,

(iii) Any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or

(iv) The conduct of Tenant's business operated on or about the Building or any act or negligence of Tenant, or any of Tenant's Representatives, except that Tenant shall not indemnify, defend and hold harmless City from and against any claims to the extent they result solely from the active negligence or willful misconduct of City and/or its officers, officials, employees and/or agents (collectively, "City's Representatives").

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

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

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

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

14. Default and Remedies

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

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

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

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

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

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

14.3 Additional Remedies

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

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

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

15. Maintenance

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

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

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

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

16. City's Right of Entry

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

17. Transfers

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

18. Attorneys' Fees

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

19. Notices

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

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

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

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

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

(i) Personal delivery to the address(es) shown above,

(ii) One (1) day after delivery to Federal Express or other like overnight delivery service, or

(iii) Forty-eight (48) hours after posting in the United States mail. Either Party may change its address by giving the other Party written notice of its new address.

20. Subordination; Attornment

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

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

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

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

21. Surrender

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

22. Holding Over

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

23. Estoppel Certificate

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

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

(i) That this Lease is in full force and effect without modification except as may be represented by City,

(ii) That there are no uncured defaults in City's performance hereunder, and

(iii) That not more than one installment of Rent has been paid in advance.

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

24. Binding on Successors and Assigns

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

25. Waivers

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

26. Entire Agreement; Amendments

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

27. Time

Time is of the essence of this Lease.

28. No Broker

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

29. Severability

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

30. Applicable Law

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

31. Waiver of Redemption Rights

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

32. No Reservation or Option

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

33. Counterparts

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

34. Captions

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

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

CITY:

CITY OF OXNARD

Alexander Nugyen, City Manager

TENANT:

By Juan Gonzales
President, Teatro de las Americas

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Jeffrey Lambert, Community Development Director

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Agreement No. 8828-19-CD

FIRST AMENDMENT TO LEASE WITH TEATRO DE LAS AMERICAS

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

City and Tenant agree as follows:

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

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

CITY OF OXNARD		TEATRO DE LAS AMERICAS	
Alexander Nguyen	Date	Juan Gonzalez	Date
City Manager		President, Teatro de las Americas	

APPROVED AS TO FORM:

Stephen M. Fischer	Date
City Attorney	

Teatro de las Americas Lease Agreement

Emilio Ramirez, Director
Housing Department

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

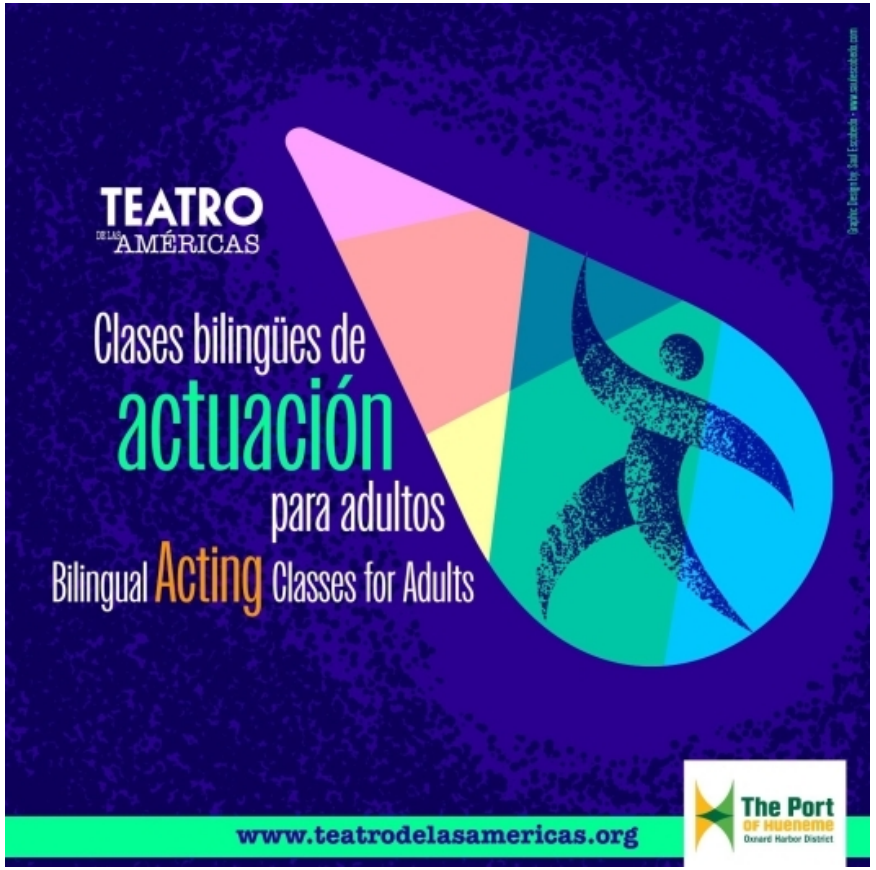
CITY OF OXNARD CALIFORNIA

City Owned Property

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

Teatro de las Americas

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



Proposed Lease Extension

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

Recommendation

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

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

CITY OF OXNARD CALIFORNIA

End of Presentation

Teatro de las Americas Lease Agreement

Emilio Ramirez, Director
Housing Department

City Council
June 29, 2023

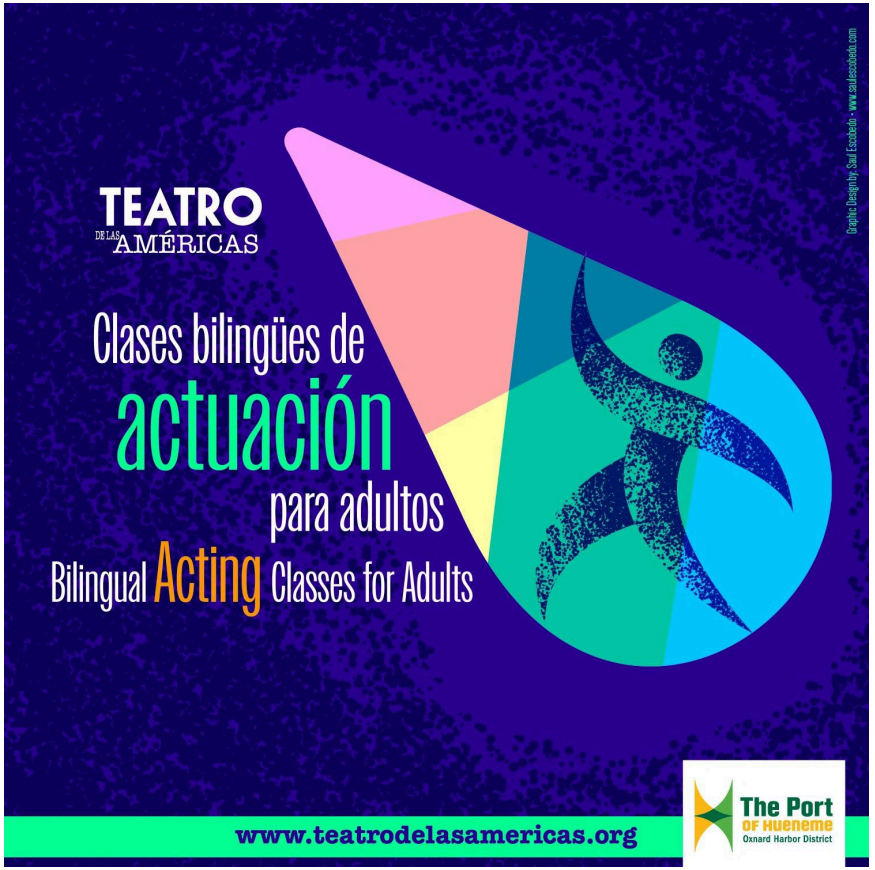
CITY OF OXNARD CALIFORNIA

City Owned Property

1. The City of Oxnard owns a 1,980 square foot building at 321 West Sixth Street in downtown Oxnard
2. The City of Oxnard entered into a lease agreement with Teatro de las Americas on November 18, 2019 for a performance arts theater
3. Monthly rental rate of fifty-cents per square foot
4. Rent credit of up to $35,000 for permanent build improvements
5. No rent was paid during the term of the lease

Teatro de las Americas

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



Lease Extension Proposed to Committee

1. Extend the lease to November 20, 2024.
2. Replaces Section 3 of the lease to require payment of rent at a rate of Fifty Cents ($.50) per square foot effective June 1, 2023.
3. Clarifies that Section 4.4.1 of the Lease, which allowed for up to a $35,000 rent credit, has been complied with and is no longer in further force or effect.
4. Under these terms the General Fund is expected to generate approximately $17,820 of benefit from rent-receipts

Discussion at Committee

1. At the Committee meeting on June 13, 2023 the President of Teatro de las Americas requested a further credit or rent reduction for the term of the First Amendment.
2. The justification provided included: the building improvements exceeding $35,000, the organization's non-profit status, and the impact of the pandemic

Staff Response to Request/Discussion:

1. Tenant improvements are standard when a tenant occupies a space. The City offered full credit for the tenant improvement towards their rent for the entire original term of the Lease.
2. The proposed $.50/square foot is approximately $1 below market rate rent.
3. Teatro de las Americas lost approximately sixteen (16) months due to the pandemic. In light of this, staff is amending their recommendation that was presented to Committee.

Proposed Lease Extension – *Changed Since Committee*

1. As a result of Committee discussion add Section 3.1:"As a result of the Building's closure due to the COVID-19 State of Emergency, Tenant shall receive a rent credit for a period of approximately sixteen months, with the credit amount not exceeding $15,000."
2. Other terms discussed at committee remain the same.
3. This will reduce the General Fund expected rental revenue for the First Amendment from $17,820 to $2,820.

Recommendation

That the City Council:

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

2. Authorize the City Manager to execute the First Amendment to Lease with Teatro de las Americas.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.8

DATE: June 29, 2023

TO: City Council

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

SUBJECT: Police Department 2022 Military Equipment Use Report. (15 minutes)

RECOMMENDATION

That the City Council receive and file this annual report of the Police Department's military equipment inventory and use.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jowPrnbh12U

BACKGROUND

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

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

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

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning military equipment.
- The results of any internal audits, information about violations of the military equipment use policy, and any actions taken in response.

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

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

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

The Oxnard Police Department has deployed unmanned aerial vehicles (UAV) since 2019. UAS systems are easily deployable and can perform many functions that a helicopter would serve at a fraction of the cost. The use of UAVs has proven to be an invaluable tool for the Department and are frequently used for several missions, including; crime scene documentation (photographing, videoing, and creating 3D diagrams), conducting area searches in an attempt to locate missing or wanted individuals, inspecting hazardous materials and or explosives, and providing real-time situational awareness during high-risk SWAT operations.

All of the Oxnard Police Department's Unmanned Aerial Systems (UAS) Unit personnel receive initial and ongoing training to operate this equipment, must pass a certification course, and must earn a certificate from the Federal Aviation Administration. All UAS flights are documented with flight logs, and the Police Department's policy expressly forbids arming or weaponizing such equipment. There are no reasonable alternatives that can perform the functions served by this equipment. Using UAVs has significantly mitigated the risk to officers during high-risk incidents.

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

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

July 6, 2022 - December 31, 2022

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

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

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

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

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

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

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

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

These vehicles are invaluable tools for officers during high-risk incidents. These vehicles allow officers to utilize de-escalation tactics utilizing the ballistic protection that these vehicles provide.

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

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

3 Year Cost Review by Department

YTD Costs calculated by: CALENDAR YEAR
Exclude User Caused Costs: NO
All Life Cycle Statuses
Equipment Unit(s): 06078, 21800
Department(s): POLICE-CP
All Maintenance Classes

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

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

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

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

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

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

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

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

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

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

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

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

Command vehicles were used eleven (11) times during this reporting period. This included several incidents involving barricaded suspects and several high-risk warrant services served by the Department's SWAT Team. The Department did not receive any complaints regarding the use of this equipment.

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

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

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

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

The Department conducts the training required to use this equipment, and there is no cost associated

with this training. The SWAT Team has had this equipment in its inventory for many years, requiring little maintenance. There were no costs associated with these shotguns during this reporting period.

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

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

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

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

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

During this reporting period, nineteen (19) officers attended a 3-day Peace Officers Standards and Training certified school. This school is a requisite and must be completed by officers assigned to carry a rifle. The Ventura County Sheriff's Department hosted this course at no cost to the Oxnard Police Department. Repairs and maintenance for these weapons are performed by certified armorers from the Oxnard Police Department's Range Safety Unit. The only ongoing cost of these rifles is the ammunition required for training and qualification. The approximate annual cost of the ammunition used by these rifles is $57,000.

The California Peace Officers Standards and Training (POST) defines the intentional pointing of a firearm at a member of the public as a reportable use of force. Anytime a rifle is intentionally pointed at a member of the public by Department officers, this incident is documented, including the circumstances necessitating the need to point the weapon. All reportable use of force reports is recorded and logged by the Professional Standards Unit.

During this reporting period, eighty-four (84) rifles were pointed on twenty-five (25) occasions. Except for training, these rifles were not fired during this reporting period. The Department did not receive any complaints regarding the use of this equipment.

The SWAT Team has six (6) .308 caliber precision rifles, commonly referred to as "sniper rifles," in its inventory. A small select group of SWAT officers utilizes these rifles. These rifles are used

during high-risk tactical incidents involving armed and violent suspects. Sniper rifles allow SWAT officers to deliver accurate fire from both short and long ranges when deadly force is required to protect the lives of community members and officers, and no other means of force is feasible.

SWAT officers assigned to carry these rifles receive extensive training, including a mandatory POST-certified 40-hour school. Two SWAT officers attended a POST-40-hour Precision Rifle course during this reporting period. The cost of this training was $350.00 per officer. To maintain proficiency, officers train with and qualify with these rifles monthly.
As is the case with other firearms used by members of the Department, anytime an officer intentionally points this type of rifle at a member of the public. It is considered a reportable use of force and is tracked by the Professional Standards Unit. During this reporting period, precision rifles were pointed four (4) times. Except for training, these rifles were not fired during this reporting period.

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

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

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

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

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

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

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

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

The Police Department received one (1) complaint concerning an incident that occurred on September 2, 2022. On that date, Oxnard SWAT Team members assisted the Ventura County Sheriff's Department with an effort to arrest a suspect who was involved in an armed robbery at a business in Thousand Oaks. The suspect was located at an address in the City of Port Hueneme. The suspect refused to exit the residence, and barricaded himself inside an attic. After numerous unsuccessful attempts to gain the suspect's compliance for him to exit and surrender, chemical agents were introduced into the house. The suspect exited the residence after the chemical agent deployment, and was taken into custody. Although SWAT officers knew there was an elementary school nearby (about a block's distance away), they believed that given the time of day, the school was no longer occupied. Unbeknownst to officers, some staff members were still on campus. Due to the wind conditions, some school staff sensed residual chemical agents in the air. A few staff members were slightly exposed to the chemical agents, resulting in watery eyes and sneezing. These effects subsided quickly and did not require any medical intervention. No students were on campus at the time. Since this incident, the Special Operations Commander has worked with the school districts to develop a protocol to notify schools of future SWAT operations. The SWAT Team is also aware that many schools have after-school programs, and are mindful that campuses may still be occupied even when school is no longer in session.

The Department does utilize the pepperball launcher as one of its less-lethal weapons. Pepperballs are small spheres containing a chemical irritant (OC powder). The spheres are fired from a launcher using compressed air. The spheres are designed to break upon impacting a suspect, exposing the suspect to the chemical irritant. Pepperballs are one of several less-lethal tools used to overcome a

resistant violent suspect without the need to resort to the use of lethal force.

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

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

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

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

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

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

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

Future Military Equipment Acquisitions

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

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

- **Mobile Command Vehicle**- On February 7, 2023, the City Council approved the purchase of a new mobile command vehicle. $750,000 of American Rescue Plan Act (ARPA) funds were made available for this purchase. This vehicle will replace two existing mobile command vehicles. Due to evolving technologies, the equipment in these vehicles has become antiquated and no longer able to function adequately. Once the Department takes delivery of the new command vehicle, the two existing vehicles will be sold or auctioned.

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

- **DUI Enforcement Command Trailer**- The Department will outfit a thirty-foot trailer to serve as a command center during DUI enforcement operations. The Department's Traffic Unit will utilize the trailer. It will assist the Department with its ongoing goal of reducing DUI and drug-related traffic collisions in the City through enforcement and education. The trailer will be outfitted with communications equipment, computers, workstations, lighting, etc. The cost to outfit the trailer will be $124,286.39 and will be funded using California Highway Patrol Cannabis Tax Fund Grant monies.
- **Unmanned Aerial Vehicle Response Van**- The Department's Unmanned Aerial Systems (UAS) systems unit recently acquired a Mercedes Benz Sprinter Van. This van will be outfitted with communications equipment, computers, and monitors and will serve as a mobile command center for the UAS unit. The van will allow UAS members to respond quickly to incidents and provide a safe and secure work location for unit members to conduct operations. The van will also provide a secure location to store sensitive equipment. The approximate cost to outfit the van is $35,000 to $40,000 and will be paid using monies from the California Supplemental Law Enforcement Services Fund (SLESF). Additionally, the UAS Unit intends to purchase batteries and UAVs to replace damaged and worn equipment during the 2023 calendar year. The estimated cost of this equipment is $25,000. The Police Department will seek Council's approval for these purchases in 2023.
- **Traffic Collision Response Van**- The Traffic Unit will be outfitting a Mercedes Benz Sprinter Van and will be used to respond to major traffic collisions and other significant investigations. This van will be equipped with workstations, computers, radios, and lighting and will store sensitive equipment for documenting crime scenes. The cost to outfit the van will be $26,693.99 and will be paid using funds from the Ventura County Service Authority for Freeway Emergencies (V.C. SAFE).
- **Patrol Sergeant Command Vehicles**- The Department will purchase three (3) patrol vehicles to serve as patrol sergeant command vehicles. These vehicles will have additional radios, computers, and dry-erase boards. These vehicles will be replacing three (3) existing patrol cars in the Police Department's fleet that have reached the end of their service lives. These vehicles will be purchased through the Enterprise Lease Management Agreement (A-8136) Plan.
- **Precision Rifles**- The Police Department's SWAT Team will purchase three (3) .308 caliber precision rifles, commonly called sniper rifles. These rifles will replace three (3) rifles currently in the SWAT Team's inventory that have reached the end of their service lives. The rifles cost approximately $20,000 and will be funded using Asset Forfeiture money.

- **Chemical Agents**- The SWAT Team will purchase CS chemical agents, known as tear gas, to replenish its inventory. The cost of these chemical agents is $2,173.03 and will be paid for by the Oxnard Police Department's Ordinance Budget.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 13, 2023, to approve the staff recommendation and to forward the item for Council consideration.

Prepared by: Timothy Kelley, Police Commander

ATTACHMENTS

1. 2022 Military Equipment Use Report .pptx (4)

POLICE DEPARTMENT - 2022 MILITARY EQUIPMENT USE REPORT

Oxnard Police Department

Tim Kelley, Special Operations Commander

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council receive and file this annual report of the Police Department's military equipment inventory and use.

BACKGROUND

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

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

CALIFORNIA GOVERNMENT CODE 7070(C)1

Unmanned, remotely piloted, powered aerial or ground vehicles

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

CALIFORNIA GOVERNMENT CODE 7070(C) I

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

July 6, 2022 - December 31, 2022

CALIFORNIA GOVERNMENT CODE 7070(C)1

Unmanned, ground, robotic vehicles

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

CALIFORNIA GOVERNMENT CODE 7070(C) I

Mine-resistant ambush-protected vehicles or armored personnel carriers

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

3 Year Cost Review by Department

YTD Costs calculated by: CALENDAR YEAR
Exclude User Caused Costs: NO
All Life Cycle Statuses
Equipment Unit(s): 06078, 21800
Department(s): POLICE-CP
All Maintenance Classes

		2020	2021	2022	2023	Total
06078	Internal PM Cost	$0.00	$143.38	$304.18	$176.41	$623.97
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	Cml Misc Cost	$0.00	$0.00	$0.00	$0.00	$0.00
	Fuel Cost	$0.00	$0.00	$368.49	$516.48	$884.97

CALIFORNIA GOVERNMENT CODE 7070(C)2

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

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

CALIFORNIA GOVERNMENT CODE 7070(C)4

Oxnard Police Arrest Wanted Fugitive Parolee After Extensive Barricade Situation

FRIDAY JULY 22, 2022

Command and control vehicles

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

CALIFORNIA GOVERNMENT CODE 7070(C)5

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

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

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

.556 caliber rifles

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

CALIFORNIA GOVERNMENT CODE 7070(C)7- continued

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

Precision .308 caliber rifles

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

"Flashbang" grenades and explosive breaching tools, "tear gas", and pepper balls

Flashbangs

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

"Flashbang" grenades and explosive breaching tools, "tear gas", and pepper balls

Teargas

- The SWAT Team also utilizes chemical agents, more commonly known as teargas.
- Less lethal tool used to safely force barricaded suspects from vehicles or structures
- Used during high-risk incidents to mitigate risks to officers
- Training is provided by POST-certified SWAT personnel
- Used three (3) times during this reporting period
- One (1) complaint was received

"Flashbang" grenades and explosive breaching tools, "tear gas", and pepper balls

Pepperball

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

CALIFORNIA GOVERNMENT CODE 7070(C)12

40mm projectile launchers, "bean bag", rubber bullet, and specialty impact munition weapons

Bean bag shotgun/ 40mm extended range impact weapon

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

CALIFORNIA GOVERNMENT CODE 7070(C)14

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

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

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

- DUI Enforcement Trailer
  - 30 foot trailer
  - Serve as a command center during DUI operations
  - Assist with the Department's goal of reducing DUI/ drug colisions
  - The $124,286.39 cost will be funded using California Highway Patrol Cannabis Tax Fund Grant monies

- Unmanned Aerial Vehicle Response Van
  - Serve as a mobile command center for the Unmanned Aerial Services (UAS) Unit
  - The approximate cost to outfit this van will be $35-40,000
  - Paid for using California Supplemental Law Enforcement Services Fund monies

Military Equipment Acquisitions- continued

- Traffic Collision Response Van
  - Respond to major traffic collisions and large-scale criminal investigations
  - The cost to outfit the van will be $26,693.99
  - Paid for using funds from the Ventura County Service Authority for Freeway Emergencies

- Patrol Sergeant Command Vehicles
  - Three (3) Ford Explorers or similar sport utility vehicles
  - Will replace three (3) patrol vehicles currently in the fleet that have reached the end of their service lives
  - Purchased through the Enterprise Lease Management Agreement Plan

- Precision Rifles
  - The SWAT Team will purchase three (3) .308 caliber rifles to replace three (3) existing rifles
  - The SWAT Team's inventory will remain at six (6) rifles
  - The cost of this purchase is approximately $20,000
  - Purchase will be paid for using Asset Forfeiture Funds

- Chemical Agents
  - The SWAT Team will be purchasing CS chemical agents to resupply its inventory
  - The cost of this purchase will be $2,173.03
  - Paid for by the Police Department's Ordinance Budget

CITY OF OXNARD CALIFORNIA

QUESTIONS