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
COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE

Council Chambers, 305 West Third Street
January 23, 2024
Regular Meeting - 6:45 to 8:15 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 867 6347 7615
3. Passcode: 402719

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

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

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

   a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

   a. Follow Zoom details listed above.

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)

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

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the November 28, 2023 regular meetings as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. City Manager Department
SUBJECT: Oxnard Convention & Visitors Bureau Agreement (July 1, 2024 - June 30, 2030). (15 minutes)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommended that the City Council approve Agreement No. 32400300, a 5-year agreement totaling $1,691,000, between the City of Oxnard and the Oxnard Convention and Visitors Bureau.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/YE2H_5a7fKA
Contact: Ashley Golden, (805) 385-7478

2. City Manager Department
SUBJECT: Citywide Wayfinding Program Approval. (15 Minutes)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee receive a presentation on the proposed ARPA-funded Citywide Wayfinding Program

and recommend that City Council:

1. Approve the Citywide Wayfinding Program and authorize a prioritized implementation plan;
2. Approve an agreement with Found Design, LLC for design development, engineering and construction administration for the Wayfinding Program; and
3. Approve an agreement with Ardurra Group, Inc. for Project/Construction Management services for the Wayfinding Program.

Live presentation by Oxnard Convention and Visitors Bureau President & CEO, Julie Mino, and Found Design, LLC Design Consultant, John Bosio.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Wh2dz0FHgRg
Contact: Ashley Golden, (805) 385-7478

3. Information Technology Department
SUBJECT: Oxnard 311 Performance Report. (20 minutes)
RECOMMENDATION: That the City Council receive an update on the year 7 (and first half of year 8) performance of the Oxnard 311 Constituent Relationship Management System.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ig4yHF-Z90g
Contact: Robert Ruben, (805)385-7554

4. Community Development Department
SUBJECT: Award of Agreement for the Preparation of a Comprehensive Update to the Local Coastal Program (LCP). (15 minutes)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a three (3) year agreement with the option for (1) one-year extension (Agreement No. 32400306) with Dudek, in an amount not to exceed $881,875 for the preparation of a comprehensive update to the Local Coastal Program (LCP), which is reflective of updates to the Coastal Land Use Plan (LUP) and Local Implementation Plan (LIP), Chapter 17 of the Oxnard City Code (Coastal Zoning Ordinance).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jtZvT9jl6eo
Contact: Jeff Pengilley, (805) 385-8208

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

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

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: January 23, 2024

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

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the November 28, 2023 regular meetings as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. 11 28 2023 CSPSHD Minutes

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
November 28, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing and Development Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Dee Lai, Assistant City Clerk called the roll and announced the posting of the agenda. Chair MacDonald, Member Zaragoza and Member Oscar Madrigal were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the November 14, 2023 regular meetings as presented.

No public comments were received.

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

D. REPORTS

1. Fire Department
SUBJECT: Ratification of authorization for the Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California's Employment Development Department (EDD) to provide EMT training to young people in Ventura County (10 minutes).
RECOMMENDATION: The Community Services, Public Safety, Housing & Development Committee recommends that the City Council:

1. Authorizes the Oxnard Fire Department to submit a regional grant application to the Public Works Alliance EMS Corps, in partnership with California's Employment Development Department (EDD) to provide EMT training to young people in Ventura County in the amount of $2,750,000. There are no matching funds required.
2. Authorize the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. Authorize the Fire Chief or designee to submit non-financial reports.

Alex Hamilton, Fire Chief, was available to answer the committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 6:52 p.m.

DEE LAI	BRYAN A. MACDONALD
Assistant City Clerk	Chair

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

REPORTS
AGENDA ITEM NO. D.1

DATE: January 23, 2024

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

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

SUBJECT: Oxnard Convention & Visitors Bureau Agreement (July 1, 2024 - June 30, 2030). (15 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommended that the City Council approve Agreement No. 32400300, a 5-year agreement totaling $1,691,000, between the City of Oxnard and the Oxnard Convention and Visitors Bureau.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/YE2H_5a7fKA

BACKGROUND

The City is in the final year of a five year agreement with the Oxnard Convention and Visitors Bureau ("OCVB"), a nonprofit corporation for the purpose of generating economic benefits to the City of Oxnard ("City") by promoting the area and attracting more visitors, that was initially formed in May 1974. The vision of the OCVB is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB's mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel.

Up until 2019, the City agreements with OCVB were considered by the Council annually, which did not provide the ability for OCVB to develop long term strategies. In addition, starting with the Fiscal Year (FY) 18-19 agreement, the City funding was reduced due to City budget shortfalls. Therefore, in 2019, OCVB and the Oxnard lodging business owners decided to pursue formation of the Oxnard Tourism Marketing District ("OTMD"), a benefit assessment district that provides a long term, secure revenue source to fund marketing and sales efforts to promote Oxnard as a tourist, meeting and event destination.

On March 5, 2019 a five year OTMD, with a 1.5% assessment rate, was approved and became effective April 1, 2019. This assessment was projected to result in approximately $730,000 annually. However, the COVID-19 Pandemic impacted the projected revenue. Since 2019 the annual revenue has ranged between $481,239 - $743,720.

Given all the demands on City funds, OCVB has found the formation of the OTMD as an essential and viable option to achieve the goals of the organization. The OTMD was renewed in September 2023, with 100% support from the Oxnard hotels that are assessed. Effective April 1, 2024 the OTMD district will be renewed with a 2% assessment with a 9 year, 3 month term. The OTMD is expected to generate approximately

$1,000,000 annually.

DISCUSSION

The scope of work of the current and proposed agreements with OCVB (Exhibit A of Attachment 2) can be summarized as:

a. Serving as the City's official tourism agency.
b. Developing a comprehensive marketing program.
c. Participating in activities related to the branding of the City.

Specific performance measures, which OCVB reports on annually to the City Council, are included in Exhibit A of Attachment 2. On October 3, 2023 OCVB delivered their Annual Report to the City Council, highlighting key performance indicators for 2022 (Attachment 1). One of the OCVB's key performance indicators, and the foremost method for tracking success, is through hotel statistics. Due to the COVID-19 pandemic, the City hotel statistics (Average Daily Rate and Occupancy) were down for the first time in 8 years. With travel starting to return, Oxnard experienced rates and occupancies that exceed 2019 (pre-pandemic) numbers in most of 2022. Year-end 2022 calendar year hotel statistics, are as follows:

- 2022 Average Daily Rate is at $169.50, which is up 3.7% from the previous year (and up 18.4% from 2020)
- 2022 Average Occupancy is at 69%, up 2.7%% from the previous year (and up 15.9% from 2020)

Staff proposes a 5 year agreement, which allows OCVB to develop longer term strategies and projects. During the five year term, four new hotels are expected to come on-line, which will increase the available hotel rooms. The increase in rooms is expected to increase both the OTMD revenues as well as the City's Transit Occupancy Tax (TOT). OTMD funds are restricted to marketing and sales promotion efforts for Oxnard lodging businesses which pay into the assessment, whereas the City funding does not have such restrictions. The vision of the OCVB is much more than promoting specific lodging business, therefore City funding is still needed to promote and market Oxnard as a premier leisure and business travel destination, inclusive of restaurants, recreation, cultural and special events and the like. The City investment supplements the OTMD funding for OCVB to implement their marketing plans to bring significant economic and social benefits to our community.

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.

FINANCIAL IMPACT

For historical context, the FY 17-18 agreement provided $712,360 in City Funding; the FY 18-19 agreement provided $641,124 in City Funding; and the FY 19-20 agreement reduced the funding to $340,624 -- a 47% decrease in City funding. However, in the same year, the newly formed OTMD brought in $719,442 in funding, increasing the total OCVB budget to $1,060,066. Over the term of the five year current agreement, the City funding continued to decrease, with the current FY City funding at $270,000 and the OTMD bringing in $743,420, for a total budget of $1,013,420.

The proposed agreement recommends increasing compensation for Year 1 by 17.9% to account for the significant impact of inflation during the existing agreement term (FYs 19-20 -- FY 23-24). In Years 2-5 of the proposed agreement, staff recommends an approximate 3% increase in funding to adjust for inflation each

year. If approved, the FY amounts will be incorporated into the City's annual budget.

Fiscal Year	**Payment Amount**
FY 2024-2025	$318,500
FY 2025-2026	$328,500
FY 2026-2027	$338,000
FY 2027-2028	$348,000
FY 2029-2030	$358,500

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. OCVB 22-23 Annual Report
2. OCVB Agreement
3. Presentation

CITY COUNCIL AGENDA REPORT

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

DATE: October 3, 2023

TO: City Council

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

SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report.

RECOMMENDATION

That the City Council receive the OCVB Fiscal Year 22-23 Annual Report.

(Live presentation by Oxnard Convention & Visitors Bureau President & CEO, Julie Mino Buffo.)

BACKGROUND

The Oxnard Convention and Visitors Bureau ("OCVB") was initially formed in May 1974 as a nonprofit corporation for the purpose of generating economic benefits to the City of Oxnard ("City") by promoting the area and attracting more visitors. The vision of the OCVB is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB's mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel. To promote Oxnard in primary markets and the local community, OCVB produces print, online, and social media materials, working collaboratively with neighboring Convention and Visitors Bureaus, Ventura County Coast, Central Coast Tourism Council, and Visit California to promote tourism across our region. Of importance is staying up to date on current travel trends and markets, so that the proper marketing and outreach is undertaken to maximize OCVB's efforts. OCVB's stated goals include continuing to provide connectivity between visitor sectors.

DISCUSSION

Visit Oxnard is the community marketing agency committed to telling the city's integrated brand story. Allowing for strengthened partnerships, driving new revenue and enhancing Oxnard's overall vibrancy through powerful storytelling that unite neighborhoods, businesses and individual voices to bring Oxnard to life and giving potential travelers the reason to visit Oxnard. Visit Oxnard's strategy is in line with industry standards, most closely mirroring the strategy set forth by Visit California. As a destination marketing organization (DMO), OCVB's goal is to drive tourism at the higher funnel inspiration layer, keeping Oxnard top of mind among familiar travelers, while inspiring consideration from new active travel intenders. Engagement key performance indicators (KPIs) like impressions, click-through-rate, sessions and time on site all feed into this awareness funnel. This higher funnel drives interest, which feeds into the lower transaction funnel or conversion layer, which is what drives destination-specific bookings.

Our mission is to drive tourism and overnight visitation by:
1) Building awareness of Oxnard ,
2) Improving the perception of Oxnard to residents/visitors, and
3) Growing our Audience.

These three high funnel/top layer activities inspire transactions.

This report serves as the OCVB report for FY 22-23. Exhibit B of the current Agreement (A-8142) defines performance measures. These include:

a. Serve as the City's official tourism agency.
b. Develop a comprehensive marketing program.
c. Participate in activities related to the branding of the City.

One of the OCVB's key performance indicators, and the foremost method for tracking success, is through hotel statistics. Due to the COVID-19 pandemic, the City hotel statistics (Average Daily Rate and Occupancy) were down for the first time in 8 years. With travel starting to return, Oxnard is experiencing rates and occupancies that exceed 2019 (pre-pandemic) numbers in most 2022 and 2023 months.
Year-end 2022 calendar year hotel statistics, are as follows:

- 2022 Average Daily Rate is at $169.50, which is up 3.7% from the previous year (and up 18.4% from 2020)
- 2022 Average Occupancy is at 69%, up 2.7%% from the previous year (and up 15.9% from 2020)

Although all of our neighboring cities have similar Average Occupancy throughout the year, Oxnard continues to outperform neighboring cities on Average Daily Rate. . The Central Coast as a whole outperformed all of California's statewide numbers.

Three new hotel properties are expected to come on-line in the next two years, which are projected to bring a 34% increase in available hotel rooms.

Other Stats (FY 22-23)

1. OCVB continues to have a strong social media presence with more than 64.5k combined followers (up from 59,900 in last year's report) across Facebook and Instagram, plus 4,041 followers and subscribers (up from 3,223 in last year's report) across Twitter, YouTube, Spotify, Pinterest, LinkedIn and TikTok. Social media has been instrumental in driving community relationships, increasing destination awareness and improving perception.

2. OCVB participates in a Visit California Localhood program titled CA NOW Travel Stories, generating content that is distributed on the Visit California website and on Google's search pages. This past fiscal year, OCVB had 4 Top Trending stories in the Localhood program with over 6.6 million Google impressions, 13,012 story views and a 49.9% interaction rate.

3. OCVB compounds its social media reach by working with influencers. This past year, Visit Oxnard has worked with travel and foodie influencers including Tastemade (6.9 million followers), Traveling Newlyweds (74.4k follower), Fancy Treehouse (95.8k follower), TravelSeeWrite (165k followers), An Emerald City Life (24.5k followers) and more.

4. OCVB's robust public relations strategy has, since July 1, 2022, resulted in earned coverage with top outlets including SFGate.com, FoxNews.com, NYPost.com, Locale Magazine, Fodor's, Matador Network, PreVue Magazine, CA Meetings + Events, Drew Magazine, UsWeekly.com, 10Best.com, Yahoo.com, RD.com and Pasadena Magazine and more. Broadcast and radio interviews/coverage on NBC LA, KTLA 5 News, KEYT News, The Mambo in the Morning Show, The Super Cowboy Show, CBS News LA, KSBY, Spectrum News and more

5. The OCVB general tourism e-newsletter has 9,500 e-subscribers with up to a 62% open rate (industry average is 20.4%). This e-newsletter is circulated at least bi-monthly to drive awareness to Oxnard's latest hospitality news, seasonal articles and tourism business offerings.

6. Compared to FY 21/22, the metric for visitoxnard.com website users grew 39% to 541,113 users. Sessions were up 40% year-over-year at 691,329 sessions, and pageviews were up 31% at 1,113,794 pageviews. This means that OCVB is gaining web visibility, with more users relying upon the organization's website for information about Oxnard and its tourism offerings. The top 10 geographic referrals to visitoxnard.com outside Ventura County during FY 22/23 were Los Angeles, Dallas, Chicago, San Jose, San Diego, Phoenix, New York, San Francisco, Austin and Las Vegas.

7. Over the past year OCVB optimized 14 webpages; net +44 Google ranking improvements. OVCB also added the following pages on their website: Learn About Native American Culture in Oxnard; Island Fox: Found Nowhere Else on Earth; What to Explore Around Oxnard College; Oxnard's Mexican American Heritage; Camping in California's Channel Islands National Park; Discover St. John's Regional Medical Center; Oxtreme Sports; Summer in Oxnard

8. OCVB engaged in paid media programming through marketing agency Madden Media (campaign dates September 1, 2022 through June 30, 2023), resulting in omni-channel media placements meeting or exceeding the following target metrics: Google SEM 72,037 clicks (108% of goal), Google Video Distribution 844,909 views (340% of goal), Google Prospecting 10,723,702 impressions (141% of goal), Meta Prospecting 39,916 clicks (98% of goal), and Meta Remarketing 48,352 clicks (392% of goal). OCVB utilized Madden's Voyage destination intelligence platform to generate target audience data, ensuring that these campaigns were optimized in line with visitation and demand metrics. This programming was partially funded by Council approved American Rescue Plan Act (ARPA) funds.

9. In addition to the digital marketing tactics noted above, OCVB participated in paid media placements, including an advertorial package with LAmag.com inclusive of digital publishing and promotion or our article on LAmag.com and a targeted Google Display traffic-driving campaign (750k impressions), a dedicated e-marketing campaign through Local Getaways, with reach to an active subscriber base of 36k+, digital display ads through the USA Today network in partnership with Local IQ to the Los Angeles designated market area (DMA) (100k impressions), a Pinterest campaign promoting our dining passes (571, 277 impressions) and a movie theater campaign in the Los Angeles DMA showcasing OCVB's branded content piece "A Taco Story" in the pre-show (368k impressions from a captive audience of moviegoers).

10. Visit Oxnard created its 2024-2025 Visitor Guide (launching in October 2023). 60,000 will be printed and distributed to 532 locations throughout California, placed in Oxnard hotels, other local destinations, and as well distributed to individuals that request them.

11. OCVB ran print ads in AAA Westways (4.65 million circulation), Travel Guide to California (80k circulation), Edible Magazine (50k readers), VC Reporter (14k circulation), Meetings Today (114k unique audience), San Diego Magazine (205k+ circulation) and Phoenix Magazine (325k+ circulation). In conjunction with paid print ads, OCVB also earned placements for Oxnard as the cover story for Food & Travel Magazine (800k readership) and SoCal Life Magazine (25k circulation).

12. OCVB is greatly involved in industry relations to leverage opportunities for co-op programming. Co-op projects in partnership with Ventura County Lodging Association (VCLA) included three (two seasonal and one event-focused) sponsored e-marketing campaigns with Visit California (225k+ subscribers). OCVB also works with VCLA to maintain direct booking engine landing pages for visitoxnard.com, oxnard.org, thecollectionrp.com and several Oxnard events websites. These direct booking pages allow Oxnard hotels to generate revenue directly without paying third party fees. The visitoxnard.com direct booking page alone garnered 38.8k hotel listing views and 2.5k clicks to hotel websites in FY 22/23. This metric is separate and non-inclusive of visitoxnard.com hotel listing page conversions, which measured 23,687 clicks to Oxnard business listings, 723 hotel registration inquiries and 1,496 clicks to call Oxnard businesses. OCVB also participated in the California Road Trips Guide (1 million circulation), Visit California Visitor Magazine (500k circulation) and Central Coast Map (200k circulation) as co-ops in partnership with Central Coast Tourism Council.

13. OCVB's Dallas Cowboys Training Camp landing page at visitoxnard.com/cowboys received 345k+ pageviews, or 25% of the pageview volume for the entire website for all of FY 22/23. Because the Cowboys are a global name and a huge draw for interest in tourism to Oxnard, OCVB invests in a robust marketing plan to grow its audience with this devoted fan base. In addition to promoting Training Camp on its owned channels and via earned placements, OCVB ran a comprehensive digital campaign, delivering 9k clicks through Search Engine Marketing, 15k clicks through Meta Prospecting and more than 5.8 million impressions through Google Prospecting; print ads in VC Reporter; outdoor ads including a static billboard off Highway 101 and a LED digital ad at The Collection; onsite activations and promotional giveaways plus the organization's second annual Oxnard Fan Night in partnership with The Collection, starring the Dallas Cowboys Cheerleaders, Cowboys Mascot Rowdy and 5x Super Bowl Champion Charles Haley.

14. OCVB accepted $1.5 million in ARPA funds to oversee destination marketing and management projects. These

projects, some of which are ongoing, have spanned the past two fiscal years. OCVB absorbed all administrative costs associated with these projects, and 100% of these funds went directly to project hard costs. An ongoing project, OCVB assisted the City in developing a branded film application packet and website for Oxnard's film coordination and liaison efforts to attract major productions to Oxnard and drive economic activity. Another ongoing project, in coordination with Mayor Zaragoza's gateway program, OCVB stakeholders finalized design approvals for a citywide wayfinding system directing residents and visitors alike to major points of interest throughout Oxnard. A completed project, OCVB worked with artist Maxfield Bala who hand-painted the "Greetings from Oxnard" mural on the exterior of Oxnard Transit Center and installed a 360-degree mural inside the building.

The following projects were completed (and reported on) in fiscal year 2021-2022, but are included in this report to provide context for the breadth of OCVB's deliverables for the ARPA contract: OCVB allocated funds to install a 24/7 livestream camera at Marine Emporium Landing so visitors can check the weather in real time; streaming subscription costs for this live cam come from OCVB budget. OCVB was ran digital programming in partnership with Expedia, TripAdvisor, Visit California, Weekend Sherpa and The Journal of Lost Time; deployed a comprehensive digital marketing campaign with its media agency; underwrote the full cost of advertising for Oxnard businesses in the Visit Oxnard 2022/23 Visitor Magazine and distributed the magazine in 583 California locations. Upon completion, OCVB submitted a wrap-up report to the City detailing the campaigns delivered and performance metrics measured.
15. This past year, OCVB helped celebrate the grand opening of Zachari Dunes on Mandalay Beach after a top-to-bottom multi-million-dollar transformation. This property is the City's top contributor to Transient Occupancy Tax (TOT). Within a month of opening, Zachari Dunes served as the host resort for Smart Meetings National Conference, which welcomed 120 qualified meeting planners and suppliers to Oxnard.
16. OCVB attended 11 group and leisure trade shows in FY 22/23, making connections with thousands of potential visitors and meeting planners.

17. The OCVB team members sit on 17 industry Board of Directors and Committees throughout our region, state and nation.

18. OCVB was also recognized for their efforts in FY 22/23 receiving the following awards from industry partners:

a. USA Today 10Best - No. 1 Best Beach on the West Coast - Oxnard Beach Park 2023
b. The Telly Awards - Gold Telly Winner in People's Telly - Branded Content: "A Taco Story" 2023
c. The Telly Awards - Silver Telly Winner in Branded Content - Travel/Tourism: "A Taco Story" 2023
d. AVA Digital Awards - Platinum Award - "A Taco Story" 2023
e. Smart Meetings - Smart Women in Meetings Award 2023 – Industry Leader
f. Forbes Top 10 Places to Live in California 2023 - Oxnard Ranked #7
g. Neighbor.com Most Neighborly Cities in America 2022 - Oxnard Ranked #4
h. West Ventura County Business Alliance - Visit Oxnard Wins Community Influencer of the Year 2022

Oxnard Tourism Marketing District ("OTMD")

Lodging business owners pursued formation of the OTMD in 2019 in order to create a dedicated revenue source devoted to marketing Oxnard as a tourist, meeting, and event destination. 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. The OTMD includes all lodging businesses located within the boundaries of the City of Oxnard, except lodging businesses with fifty-four (54) rooms or less and RV parks.On March 5, 2019, City Council approved OCVB to form the Oxnard Tourism Marketing District ("OTMD"), which includes an annual assessment rate of one and one-half of one percent (1.5%) of gross room rental revenue in addition to the existing Transient Occupancy Tax (TOT), and other guest charges and fees. Despite the pandemic, the OTMD raised on average approximately $670,000 annually to be used directly to support tourism in Oxnard.

The OTMD renewal process just concluded with 100% support from affected lodging businesses. Come April 1, 2024 the OTMD district will be renewed with a 2% assessment with a 9 year, 3 month term. The OTMD is expected to generate approximately $990,0000 annually.

OCVB Agreement

The City Council approved a five-year agreement with OCVB on May 21, 2019, of which we are in the fifth and final year of the five-year agreement. This contract will expire on June 30, 2024. The 2019 contract amount represented a $300,500 (47%) reduction from the previous agreement compensation of $641,124.

Given all the demands on City funds, OCVB has found that the formation of the OTMD was a vital method to achieve the goals of the organization, while at the same time reducing the City's financial assistance. Since the OTMD funding is limited to marketing the specific lodging business paying into the OTMD, it is vital that the City provide direct funding to OCVB to ensure that Oxnard as a whole is promoted as a premier leisure and business travel destination.

Staff and OCVB will return at a later date to request Council consideration of a new contract.

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.

FINANCIAL IMPACT

There is no impact associated with this report. On May 21, 2019, the City Council approved an agreement with OCVB (Agreement No. A-8142) to receive the following financial contributions from the City's general fund:

1. FY 2019-20, $340,624 in year one,
2. FY 2020-21 $350,000 in year two,
3. FY 2021-22 $300,000 in year three,
4. FY 2022-23 $265,000 in year four, and
5. FY 2023-24 $270,000 in year five. (current year)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. OCVB Annual Report Presentation FINAL

VISIT OXNARD ANNUAL REPORT

FY22/23

FY 23/24 VISIT OXNARD

Board of Directors

Executive Committee

Steve Buenger, *Chair*
Marine Emporium Landing

Dolores Licon, *Secretary*
Homewood Suites

David Neel, *Treasurer*
Murphy Auto Museum

Ben Ly
Zachari Dunes on Mandalay Beach

Ashley Golden, *City Manager's Office*
City of Oxnard

General Board

Millicent Bennett
Residence Inn by Marriott

Kristina Brewer
RE/MAX Gold Coast Property Management

Joe Cabral
Best Western Oxnard Inn

Tony Dybeku
Waterside Restaurant

Juliana Finberg
The Collection at RiverPark

Adam Gonzalez
805Keto.com

Hutton John
The Haven at Whitesails

Nancy Lindholm
West Ventura County Business Alliance

Bryan MacDonald
Council Member, Oxnard

Stacy Miller
Stacy Miller Public Affairs

Mark Spellman
Lazer Media

Michael Tripp
Ventura County Harbor Department
Channel Islands Harbor

Brian Tucker – *Board Advisor*
Ventura County Coast

3

What we do

BRAND PROMISE

Oxnard is a destination that offers value to those seeking experiences in family, cultural, outdoor adventure and group travel.

MISSION

To promote and market Oxnard as a premier leisure and business travel destination, bringing significant economic and social benefits to our community.

VALUES

Inclusivity, diversity and representation in marketing. Sensitivity to locals and residents. Follow through with our brand promise, ensuring that our brand is truthful and accurate in its messaging. Support to local retail and hospitality businesses. Build, maintain and grow a positive working relationship with local stakeholders and government officials.

How we do it

MULTIFACETED APPROACH

Owned Media

Earned Media

Paid Media

Meetings & Tradeshows

ARPA Projects

Dedicated & Involved Team

4

Media for this slide will be presented during the City Council Meeting on October 3, 2023.

5

OVERVIEW OF MARKETING PLAN FY22/23

Owned Media

6

Media for this slide will be presented during the City Council Meeting on October 3, 2023

7

WEBSITE

Media for this slide will be presented during the City Council Meeting on October 3, 2023

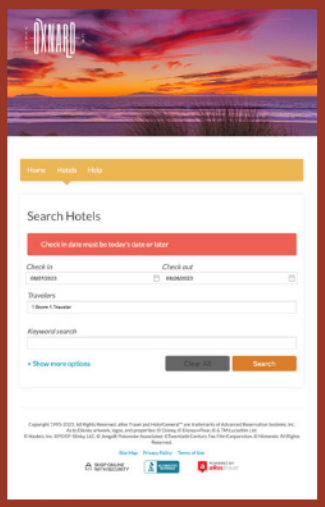
8

DIRECT BOOKING ENGINE

38.8k
HOTEL LISTING VIEWS

2.5k
HOTEL RESERVATION CLICKS

ALL REVENUE GOES DIRECTLY TO THE HOTEL PARTNER



9

EMAIL

EMAIL MARKETING

9.5k
EMAIL SUBSCRIBERS

62%
AVERAGE OPEN RATE *(industry average is 20.4)*

3%
CLICK THROUGH RATE

TARGETED EMAILS TO MORE THAN
1.8k
UNIQUE LEADS

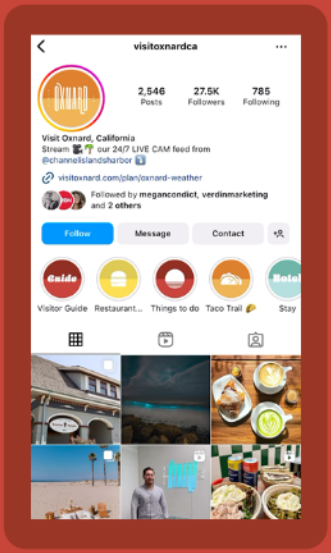
10

EMAIL

SOCIAL MEDIA

64.5k
COMBINED FOLLOWERS ACROSS FACEBOOK AND INSTAGRAM

4,041
FOLLOWERS AND SUBSCRIBERS ACROSS TWITTER, YOUTUBE, SPOTIFY, PINTEREST, LINKEDIN AND TIKTOK



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SOCIAL MEDIA

RESTAURANT PASS

12

OWNED MEDIA

TACO TRAIL

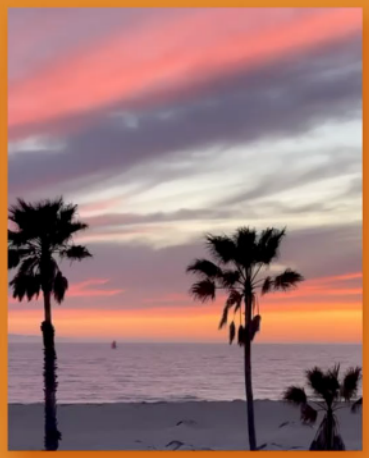
13

OWNED MEDIA

Earned Media

14

INFLUENCER PARTNERSHIPS



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EARNED MEDIA

Media for this slide will be presented during the City Council Meeting on October 3, 2023

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EARNED MEDIA | PRINT & ONLINE COVERAGE

Media for this slide will be presented during the City Council Meeting on October 3, 2023

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EARNED MEDIA | BROADCAST & RADIO COVERAGE

AWARDS & HONORS

18

EARNED MEDIA

Paid Media

19

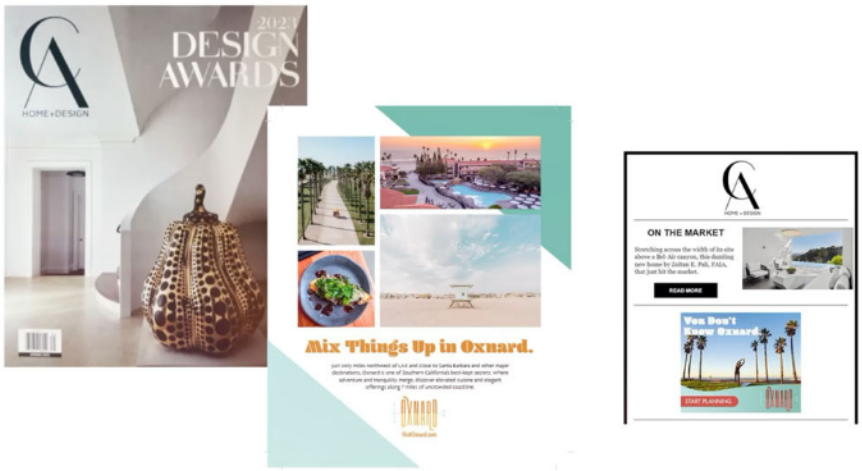
A TACO STORY

20

BRANDING CAMPAIGN

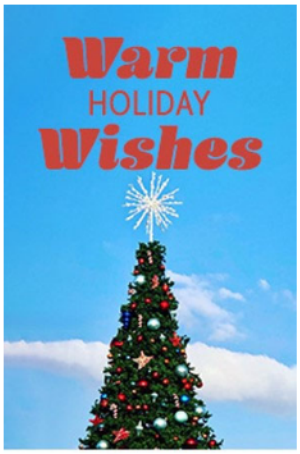
21

DIGITAL ADS



22

PRINT ADS



VISIT OXNARD CA

VISIT OXNARD CA

23

OUTDOOR ADS

- INCLUSION IN THE CALIFORNIA TRAVEL CONVERSATION
- QUALIFIED LEADS GENERATED FROM CO-OPS
- REDUCED RATES ON AD BUYS AND REMNANT SPACE OPPORTUNITIES
- CENTRAL COAST MAP
- VISIT CALIFORNIA E-NEWSLETTER MARKETING
- VISIT CALIFORNIA ROAD TRIPS GUIDE
- VISIT CALIFORNIA VISITOR MAGAZINE

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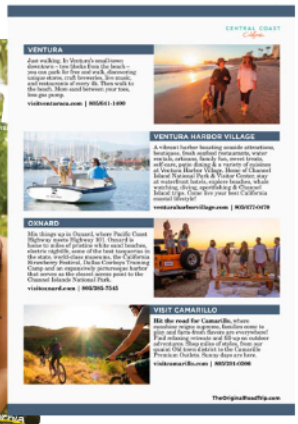
INDUSTRY CO-OPS & COLLABORATIONS



Meetings & Tradeshows

25

2022–23

Destinations California
Monterey, CA
August 28-30, 2022

Destination West
Tucson, AZ
November 1-3, 2022

Smart Meetings
Zachari Dunes on Mandalay Beach
November 6-8, 2022

Connect West
San Francisco, CA
November 8-9, 2022

CalSAE – Seasonal Spectacular
Sacramento
December 13-14, 2022

Travel & Adventure Show
New York, NY
January 28-29, 2023

Travel & Adventure Show
Denver
February 25-26, 2023

Go West Summit
Anchorage, AK
February 28-March 2, 2023

Connect Spring Marketplace
Las Vegas, NV
April 10-13, 2023

Destination West - Denver
Denver, CO
May 11-14, 2023

IPW
San Antonio, TX
May 20-24, 2023

2023–24

Destinations California
San Diego, CA
September 28-30, 2023

Small & Boutique Meetings
Tucson, AZ
November 7-9, 2023

NTA – Travel Exchange
Shreveport. LA
November 12-15, 2023

CalSAE – Seasonal Spectacular
Sacramento, CA
December 12-13, 2023

Travel & Adventure Show
Chicago, IL
January 13-14, 2024

Travel & Adventure Show
Denver, CO
January 20-21, 2024

Travel & Adventure Show
New York, NY
January 27-28, 2024

Travel & Adventure Show
Phoenix, AZ
February 17-18, 2024

Connect Marketplace
Las Vegas, NV
April TBD, 2024

IPW
Los Angeles, CA
May 3-7, 2024

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TRADESHOW SCHEDULE

Media for this slide will be presented during the City Council Meeting on October 3, 2023

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MEETINGS & EVENTS GUIDE

28

ZACHARI DUNES ON MANDALAY BEACH

PHOTOS
Smart meetings
29
SMART MEETINGS NATIONAL

DALLAS COWBOYS
OXNARD
FAN NIGHT
30

31

OXNARD FAN NIGHT

TRAINING CAMP 2023

American Airlines

32

DALLAS COWBOYS TRAINING CAMP

Marketing Initiatives

- 345k VisitOxnard.com/cowboys pageviews (25% of FY 22/23 pageview volume)
- LED Billboard at The Collection
- Static Billboard off Highway 101
- Print ads in VC Reporter
- Onsite activations and promotional giveaways
- Oxnard Fan Night in partnership w/ The Collection
- 9k clicks through Search Engine Marketing (SEM)
- 15k clicks through Meta Prospecting
- 5.8 million impressions through Google Prospecting
- Ad in the Official Dallas Cowboys Yearbook
- Ad in the WVCBA Program Guide

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DALLAS COWBOYS TRAINING CAMP

ARPA Projects

Media for this slide will be presented during the City Council Meeting on October 3, 2023

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ARPA

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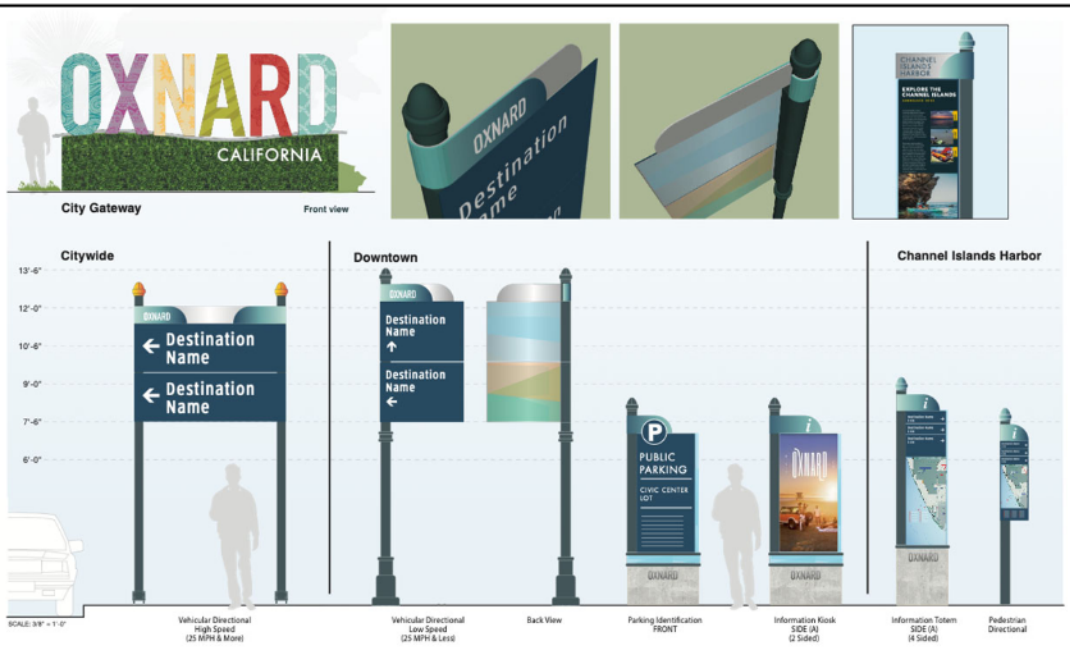
ARPA



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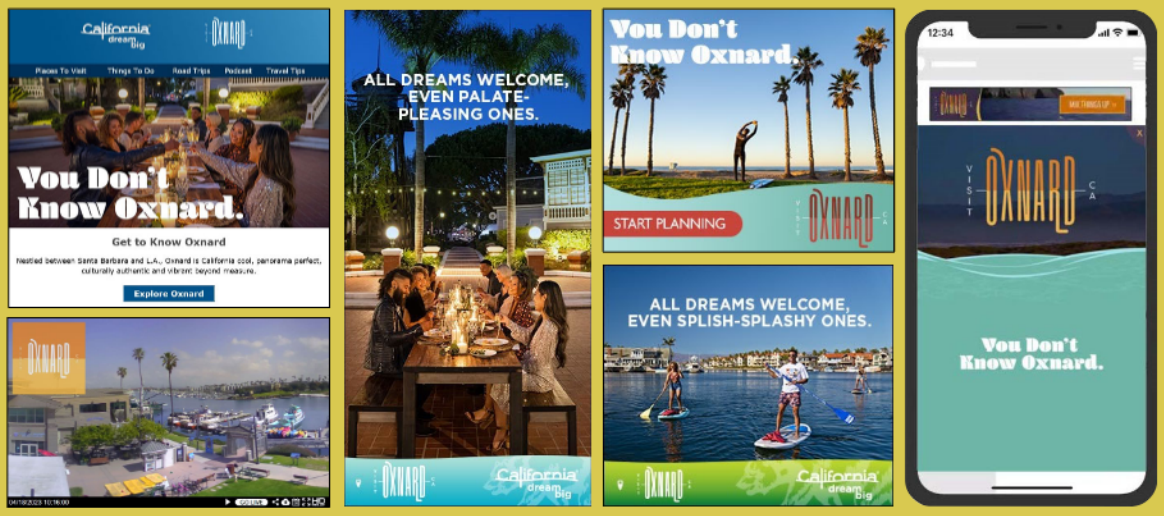
ARPA



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ARPA

Dedicated & Involved Team

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22/23 BOARD & COMMITTEES

- Cal Travel Board Member
- Cal Travel Communications Committee
- Cal Travel Awards Committee Chair
- California DMO Alliance Board Member
- CalSAE Elevate Conference Committee
- CalSAE Membership Committee
- Central Coast Tourism Council Board Member
- Central Coast Tourism Council Public Relations Committee Chair
- Destinations International Small DMO Committee
- Oxnard Downtown District Identity & Placemaking Committee
- West Ventura County Business Alliance Board Member
- West Ventura County Business Alliance Military Appreciation Committee
- Visit California Public Relations Committee
- Visit California DMO Leadership Committee
- Visit California Brand & Content Committee
- Ventura County Coast Board Member
- Ventura County Coast Tradeshow Committee

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Marketing Plan Overview
With a much-improved public health outlook having largely removed health safety as a barrier to travel, Oxnard looks forward to welcoming consumers eager to travel. While this strategic framework outlines challenges ahead, this assessment also provides a road map for navigating these challenges and how to capitalize on opportunities.
Visit Oxnard continues to align its marketing strategy with industry guidance and research to encourage accessible travel and keep Oxnard top-of-mind for overnight stays and visitation. This Marketing Plan outlines the framework and approach Visit Oxnard will take to retain market share and attract visitors to the destination.
ABOUT VISIT OXNARD
The mission of Visit Oxnard is to promote and market Oxnard as a premier leisure and business travel destination that brings significant economic and social benefits to our community. Visit Oxnard is funded by a 1.5 percent tourism assessment charged by area hotels with 51+ rooms as well as a yearly contracted amount from the City of Oxnard.
The Visit Oxnard Board of Directors is made up of a diverse group of professionals with expertise from various sectors of the tourism and hospitality industries. With 11 to 19 Board seats, our current breakdown consists of:
4 Hotel Representatives
Millicent Bennett, Residence Inn by Marriott
Joe Collins, Best Western Channel Islands
Dolores Leon, Secretary, Homewood Suites
Ben Ip, Doubletree Oxnard Beach
1 City Council Member
Bryan MacDonald, Mayor Pro Tem
1 City Employee
Ashley Golden, Assistant City Manager
1 Chamber Of Commerce Representative
Nancy Lindholm, West Ventura County Business Alliance
1 Harbor Representative
Michael Tripp, Ventura County Harbor Department
2 Restaurant Representatives
Tony Zepeda, The Waterside Restaurant
Hutton Jeter, The Haven at Wildwoods
3 Tourism Attraction Representatives
Steve Bangor, Chair, Marine Emporium Landing
Juliana Fitting, The Collection at Riverpark
David Reel, Treasurer, The Murphy Auto Museum
2 Public Affairs & Media Representatives
Stacy Miller, Stacy Miller Public Affairs
Mark Spellman, Lozier Media
1 Real Estate Representative
Kristina Brewer, Re/Max Gold Coast Property Management
1 Entrepreneurial Representative
Adam Gonzalez, AllVideo.com
1 Board Advisor
Brian Tucker, Ventura County Lodging Association
2023–2024 GOALS
• Increase overnight stays and visitation among leisure and business travelers
• Increase positive impressions and improve perception of Oxnard to residents and visitors
• Increase online audience across social and digital platforms
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LOOKING FORWARD

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND OXNARD CONVENTION & VISITORS BUREAU

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Oxnard Convention & Visitors Bureau ("CONSULTANT"), and CONSULTANT 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 CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

Marketing for the Oxnard area to attract more visitors and tourists, as more fully described in Exhibit A.

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

Oxnard Convention & Visitors Bureau ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 3600 Harbor Blvd. #469 Oxnard, CA 93035

3. TERM OF AGREEMENT: From (Date): July 1, 2024 To (Date): June 30, 2029)

3.1 Time is of the essence in this Agreement.

3.2 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,691,000.

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: City Insurance Exhibit INS-B

Exhibit F: Iran Contract

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, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Ashley Golden	Name: Julie Mino Buffo
Title: Assistant City Manager	Title: President & CEO
Phone: (805)385-7430	Phone: (805)350-3240
Email: ashley.golden@oxnard.org	Email: julie@visitoxnard.com

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, 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 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 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.

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT 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. CONSULTANT'S SERVICES.

8.1 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT 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. CONSULTANT shall submit a payment request to the Assistant City Manager. Said payment shall be in semi-annual payments in July and January of each fiscal year.

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

10.3 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 subcontracted consultants.

10.4 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.

11. RESERVED

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 City Code, 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 CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

15. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, 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.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT 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 CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT 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. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT'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 CONSULTANT 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. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. CONSULTANT 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 CONSULTANT by the CITY or other information to which the CONSULTANT 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 CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT 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. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT'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. Notice shall be given in the manner set forth in section 22.

20. NOTICE.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT's obligations under this section, CONSULTANT 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 CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, 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. CONSULTANT'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 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, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve CONSULTANT 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 CONSULTANT 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, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape

architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 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.

24. INSURANCE.

CONSULTANT 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 CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT 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 CONSULTANT is a material element of this Agreement. CONSULTANT’S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT 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 CONSULTANT 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 CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT 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.

26. CONFLICT OF INTEREST

CONSULTANT 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 CONSULTANT’s services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT 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 CONSULTANT may result in termination of this Agreement by the CITY.

27. 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 CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

28. 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.

29. AUDIT.

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

30. ADVERTISING AND PUBLICITY

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

31. 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.

32. FORCE MAJEURE.

Neither the CONSULTANT 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

41. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Manager[2]

OXNARD CONVENTION & VISITORS BUREAU

Julie Mino-Buffo, President & CEO Date

, [3] Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

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

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Oxnard Convention & Visitors Bureau)

SCOPE OF SERVICES

During the term of this Agreement, Oxnard Convention & Visitors Bureau ("OCVB") agrees to provide the following services to the City of Oxnard ("City"):

1. Serve as the City's official tourism agency that provides leadership in the marketing of the City and the generation of tourism sales.

2. Develop a comprehensive marketing program to advertise, promote and publicize the City to achieve, as City's priority, the goal of booking group meetings, trade shows, conferences, and other events at area hotels and other available meeting space in a manner that results in a positive economic impact for the City.

3. Develop a marketing program directed to tourism decision-makers and individual travelers to promote additional business and leisure travel to the City. OCVB may associate with other agencies, such as, but not limited to, Visit California, Ventura County Coast, Oxnard Downtown Improvement District, Oxnard Chamber of Commerce, City of Oxnard, Oxnard hotels, and local attractions, each as OCVB may reasonably determine to further extend its marketing efforts.

4. Develop said marketing program to include, but not be limited to researching tours, events and tournaments coming to the area, coordinating and distributing mailings, coordinating the development and maintenance of OCVB website and collateral materials, continuing maintenance of and management of social media platforms, and other marketing activities.

5. Participate in activities related to the branding of the City for the purpose of local, national, and international identity, and coordinate such activities with the City as identified by the City Manager's Office or designated representative(s).

6. Develop and implement an OCVB Board of Directors with members that represent a cross-section of the various organizations supporting economic development, communications, and marketing. The primary function of OCVB Board of Directors is to develop and provide input and suggestions that support and cross-promote the City as a destination. The members of OCVB Board of Directors shall be determined at the discretion of the OCVB, in consultation with the City, and shall be managed by OCVB.

7. OCVB must present an Annual Report to the City Council on or before December 31 of each year. The Annual Report shall demonstrate the economic impact and other performance measures (see Exhibit B) of OCVB's operations and programs and a comparison to prior periods.

8. Budget requests and increases to OCVB's budget must be demonstrated by OCVB's ability to increase the City's Transient Occupational Tax ("TOT"), through its Marketing Plan.

OCVB shall be prepared to present to City Council performance measures and marketing activities associated with the Annual Marketing Plan in its request for additional funding increases.

PERFORMANCE MEASURES

OCVB is to report the following metrics in their Annual Report to the City Council:

1. Hotel Average Occupancy Levels year over year for a total of 5 years of data.
2. Hotel Average Daily Rate year over year for a total of 5 years of data.
3. OTMD Annual Revenue year over year for a total of 5 years of data.
4. Social Media Presence: report on combined followers, key initiatives or media campaigns, partnerships with influencers and the reach of such efforts.
5. earned coverage
6. Report on the e-subscriber and open rate of the the OCVB general tourism e-newsletter
7. Metrics for visitoxnard.com website, including sessions, pageviews, and the top 10 geographic referrals to visitoxnard.com
8. OCVB participation in paid digital and print media placements and the metrics associated with those efforts.

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Oxnard Convention & Visitors Bureau.)

SCHEDULE OF COMPENSATION

Fiscal Year	Payment Amount
FY 2024-2025	$ 318,500
FY 2025-2026	$ 328,000
FY 2026-2027	$ 338,000
FY 2027-2028	$ 348,000
FY 2029-2030	$ 358,500

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Oxnard Convention & Visitors Bureau)

INSURANCE REQUIREMENTS: INS-B

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "CONSULTANT") 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.

Exhibit F

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Oxnard Convention & Visitors Bureau)

IRAN CONTRACTING CERTIFICATION

Oxnard Convention & Visitors Bureau Five-Year Agreement July 1, 2024 - June 30, 2030

Community Services, Public Safety, Housing & Development Committee: January 23, 2024
City Council: February 20, 2024

By: Ashley Golden, Assistant City Manager

CITY OF OXNARD CALIFORNIA

Background

Oxnard Convention & Visitors Bureau ("OCVB")

- Formed in 1974
- Leads Oxnard's travel and tourism industry by promoting and marketing Oxnard as a premier travel destination
- Current five year agreement expires on June 30, 2024.
- City significantly reduced funding in the current contract
  - 47% reduction in year one of the contract

Oxnard Tourism Marketing District

Oxnard Tourism Marketing District ("OTMD") Formation

- Created a revenue source to help fund marketing and sales promotion efforts for Oxnard lodging businesses
- Current term @1.5% assessment through April 1, 2024
  - projected $730,000 in revenue (impacted by COVID-19)
- Renewed term, @2% assessment through June 30, 2033
  - Projecting approximately $1M in annual revenue
- Only the lodging businesses who pay the assessment may benefit from the marketing efforts
- It is vital the City provide direct funding to OCVB to ensure Oxnard as a whole is promoted as a premier travel destination

Five-Year Agreement (July 1 - 2024 - June 30, 2030)

The scope of work for the current and proposed agreements with OCVB can be summarized as:

1. Serving as the City's official tourism agency.
2. Developing a comprehensive marketing program.
3. Participating in activities related to the branding of the City.

Five-Year Agreement (July 1 - 2024 - June 30, 2030)

Specific performance measures, which OCVB reports on annually to the City Council, are included in the Agreement. For example,

- 2022 year-end Average Daily Rate: $169.50;
  - increase of 3.7% over last year
- 2022 year-end Average Occupancy Rate: 69%;
  - increase of 2.7% over last year

These rates equate to an increase in Transient Occupancy Tax ("TOT"), a general fund revenue source, which in 2022 was $5.1M.

Five-Year Agreement (July 1 - 2024 - June 30, 2030)

Proposed OCVB Agreement

- Five year term
- Payments not exceed amount:

Fiscal Year	Payment Amount
FY 2024-2025	$ 318,500
FY 2025-2026	$ 328,000
FY 2026-2027	$ 338,000
FY 2027-2028	$ 348,000
FY 2029-2030	$ 358,500

Staff's Recommendation

For Council Committee (January 23, 2024)

- That the Community Services, Public Safety, Housing & Development Committee recommended that the City Council approve Agreement No. 32400300, a 5-year agreement totaling $1,691,000, between the City of Oxnard and the Oxnard Convention and Visitors Bureau.

For Council (February 20, 2024)

- That the City Council approve Agreement No. 32400300, a 5-year agreement totaling $1,691,000, between the City of Oxnard and the Oxnard Convention and Visitors Bureau.

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

REPORTS
AGENDA ITEM NO. D.2

DATE: January 23, 2024

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

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

SUBJECT: Citywide Wayfinding Program Approval. (15 Minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee receive a presentation on the proposed ARPA-funded Citywide Wayfinding Program and recommend that City Council:

1. Approve the Citywide Wayfinding Program and authorize a prioritized implementation plan;
2. Approve an agreement with Found Design, LLC for design development, engineering and construction administration for the Wayfinding Program; and
3. Approve an agreement with Ardurra Group, Inc. for Project/Construction Management services for the Wayfinding Program.

Live presentation by Oxnard Convention and Visitors Bureau President & CEO, Julie Mino, and Found Design, LLC Design Consultant, John Bosio.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Wh2dz0FHgRg

BACKGROUND

The current wayfinding system in Oxnard was implemented in the early 2000s and has not been properly maintained or updated to reflect current destinations. A community wayfinding program is an informational system of signs, colors, and other design elements that help people navigate space; it introduces secondary tourism attractions and helps orient visitors when traveling to a new physical environment.

In spring 2022, the City Council approved American Rescue Plan Act (ARPA) funds for the Oxnard Convention & Visitors Bureau ("Visit Oxnard") to modernize and update the citywide wayfinding program in coordination with the City. This initiative was intended to provide aid to Oxnard's hospitality industries and business impacted by COVID-19's closures by investing in an upgraded wayfinding information system.

Visit Oxnard hired Found Design, LLC dba MERJE Design ("MERJE"), a firm specializing in citywide wayfinding programs, to design and develop this program. MERJE is also the design consultant for the Mayor's Gateway Project as part of the Council Five-Year Priorities.

This Program includes two components: (1) An updated, refreshed design for signage and (2) A destination list and prioritization plan. To ensure both components best represent the Oxnard community, Visit Oxnard created

a steering committee and a stakeholder group, both comprised of eleven (11) members each, listed in Attachment #1. The steering committee met a number of times between November 2022 and October 2023 to discuss the overall project scope, provide design direction, guide the destination list development, and review the draft program.

In February 2023 Visit Oxnard also held stakeholder meetings. Using input from the stakeholder groups, steering committee members, and City of Oxnard, MERJE and Visit Oxnard developed a complete Citywide Wayfinding Program.

DISCUSSION

The Citywide Wayfinding Program is designed to assist the public in navigating Oxnard's routes. To do this, an information hierarchy was developed which directs the public from Oxnard's gateways, or entry points, to zones, destinations within these zones, parking locations, and pedestrian centers.

The program utilizes sixteen (16) sign types or styles (Attachment #2), including:

1. Three (3) vehicular directional high speed (25 MPH & higher);
2. Three (3) vehicular directional low speed (25 MPH & lower);
3. One (1) secondary gateway;
4. Two (2) pedestrian directional;
5. One (1) information kiosk;
6. One (1) information totem;
7. One (1) parking garage identification;
8. Two (2) parking lot identification; and
9. Two (2) parking trailblazer.

Using industry-standard criteria for inclusion (Attachment #3), a destination list was developed that aligns with categories consistent in other wayfinding programs across the country, including arts/culture attractions, parks & recreation, government facilities, higher education, transportation, and additional tourism generators. The destination list, which includes 48 destinations citywide, is included as Attachment #4.

A map with recommended signage locations and types has been developed (Attachment #$5). This identifies the recommended location for vehicular, pedestrian, kiosk, parking, and secondary gateway signs; the program recommends a total of 193 signs.

The overall project was awarded $1,000,000 in ARPA funds, inclusive of design and program development, installation, removal of old signage, and other associated costs. To stay within the program budget, a prioritized implementation approach is proposed:

1. Vehicular directional signage throughout the City; then
2. Pedestrian directional signage in walkable areas, such as Downtown Oxnard and the Channel Islands Harbor; and
3. Directional parking signage.

Removal of old "like" wayfinding signs (i.e. vehicular signs or pedestrian signs) will be included in the budget development at each prioritization stage.

Should Council approve the overall program, a field survey will be conducted to review each sign location to ensure they are suitable for signage. After the field survey, and following the prioritization outlined above, an

implementation plan will be developed. The implementation plan may be further revised after true costs are identified in the bid process.

The City will act as the project lead for the implementation stage, taking over this responsibility from Visit Oxnard. Visit Oxnard will remain a key partner for the program, acting as the community lead. The implementation stage will include design development and plan check, bid award, and construction/implementation of the signage. To commence with implementation of the prioritized program, staff requests Council approval for the following consultant contracts:

1. Approve an agreement with Found Design, LLC for a not-to-exceed amount of $65,000.
    - Found Design, LLC (MERJE) will complete design development, structural engineering, bid assistance and construction administration required to implement the program.
2. Approve an agreement with Ardurra Group, Inc. for project/construction management services for a not-to-exceed amount of $119,000.
    - The consultant will assist with technical needs of the project, including plan approvals, bid process, obtaining permits from the City and other required agencies, and overseeing the construction process.

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.

FINANCIAL IMPACT

City Council approved a total of $1,000,000 from American Rescue Plan Act (ARPA) funding for the design and implementation of the Citywide Wayfinding Program. As of January 2024, there is approximately $925,000 remaining. The proposed Program has an estimated cost of approximately $2,600,000. This includes the installation of 193 signs citywide, design consulting fees, project/construction management consulting fees, removal of existing signs citywide, and permitting costs.

After the field survey is complete, staff will work with the consulting team to develop a prioritized implementation plan that fits within the remaining program budget. Part of the remaining budget will be allocated to removing outdated wayfinding signs of the same type; for example, as new vehicular signs are installed, all old vehicular signs will be removed.

Funding has not been identified for future stages of this project. Any future budget requests will be presented to Council for consideration if and when funding sources are identified.

For Finance Use Only: American Rescue Plan Act Fund (Org. 2041401 Obj. 53200) Project G2214

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Steering Committee and Stakeholder Groups
2. Wayfinding Design, Types and Styles
3. Wayfinding_Criteria for Inclusion_2023
4. Sign Location Map
5. Destination List
6. Citywide Wayfinding Program Approval Presentation
7. Presentation by Found Design, LLC

Attachment #1
Wayfinding Program: Steering Committee and Stakeholder Group Participants

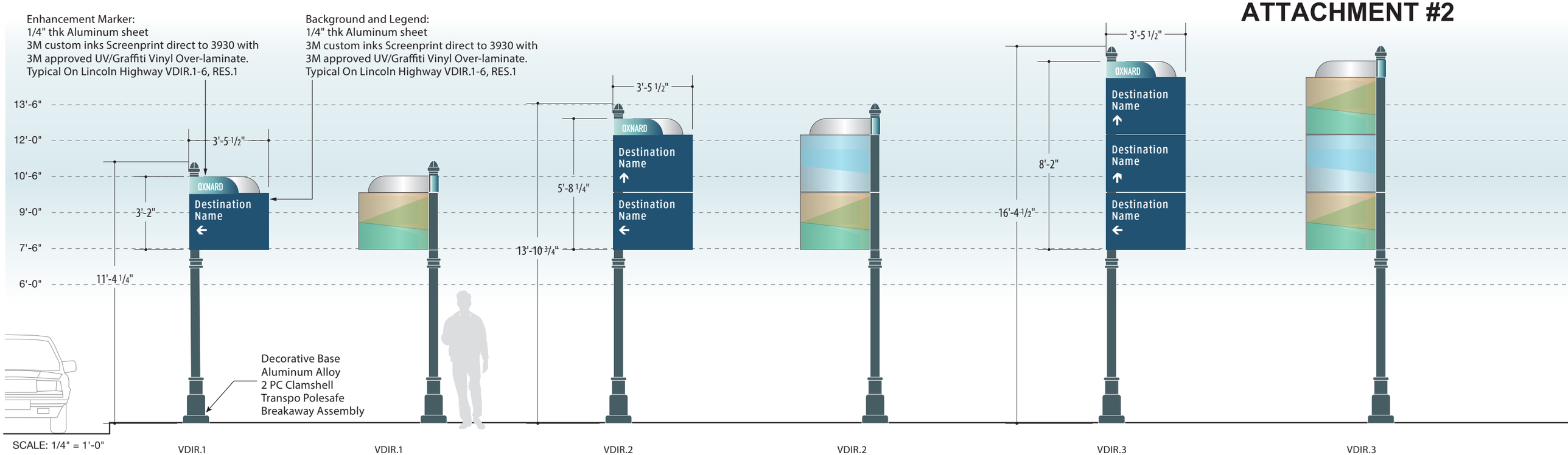
Steering Committee:
Eleven (11) community stakeholders composed the wayfinding program steering committee, including:

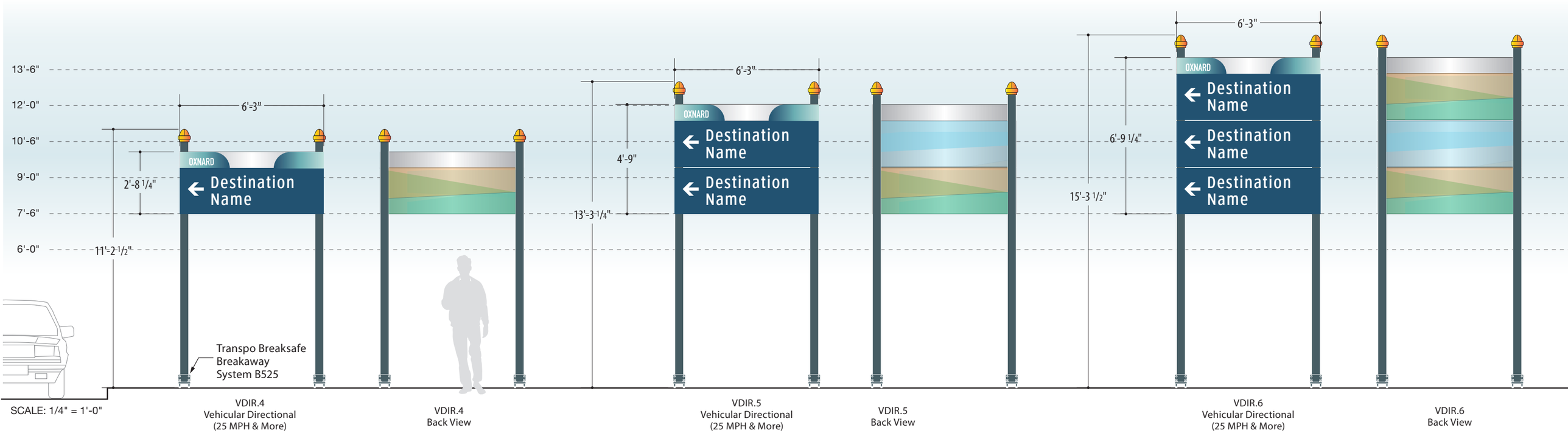
1. MERJE design team
2. Visit Oxnard staff
3. City of Oxnard staff - City Manager's Office and Public Works Department
4. Channel Islands Harbor representative
5. Citizens for a Better Oxnard representative
6. Downtown Oxnard representative
7. Marine Emporium Landing representative
8. Marriott representative
9. The Collection at Riverpark representative
10. West Ventura County Business Alliance representative
11. Zachari Dunes on Mandalay Beach by Hilton representative

Stakeholder Groups:
Eleven (11) interest groups in the City composed the wayfinding program stakeholder groups to provide additional insight, including:

1. California State Parks
2. CalTrans
3. Channel Islands National Park
4. Chumash Bear Clan
5. City of Oxnard Cultural and Community Services Department
6. County of Ventura
7. Mullin Automotive Museum
8. Port of Hueneme
9. Residence Inn
10. River Ridge Golf Club
11. St. John's Regional Medical Center

ATTACHMENT #2





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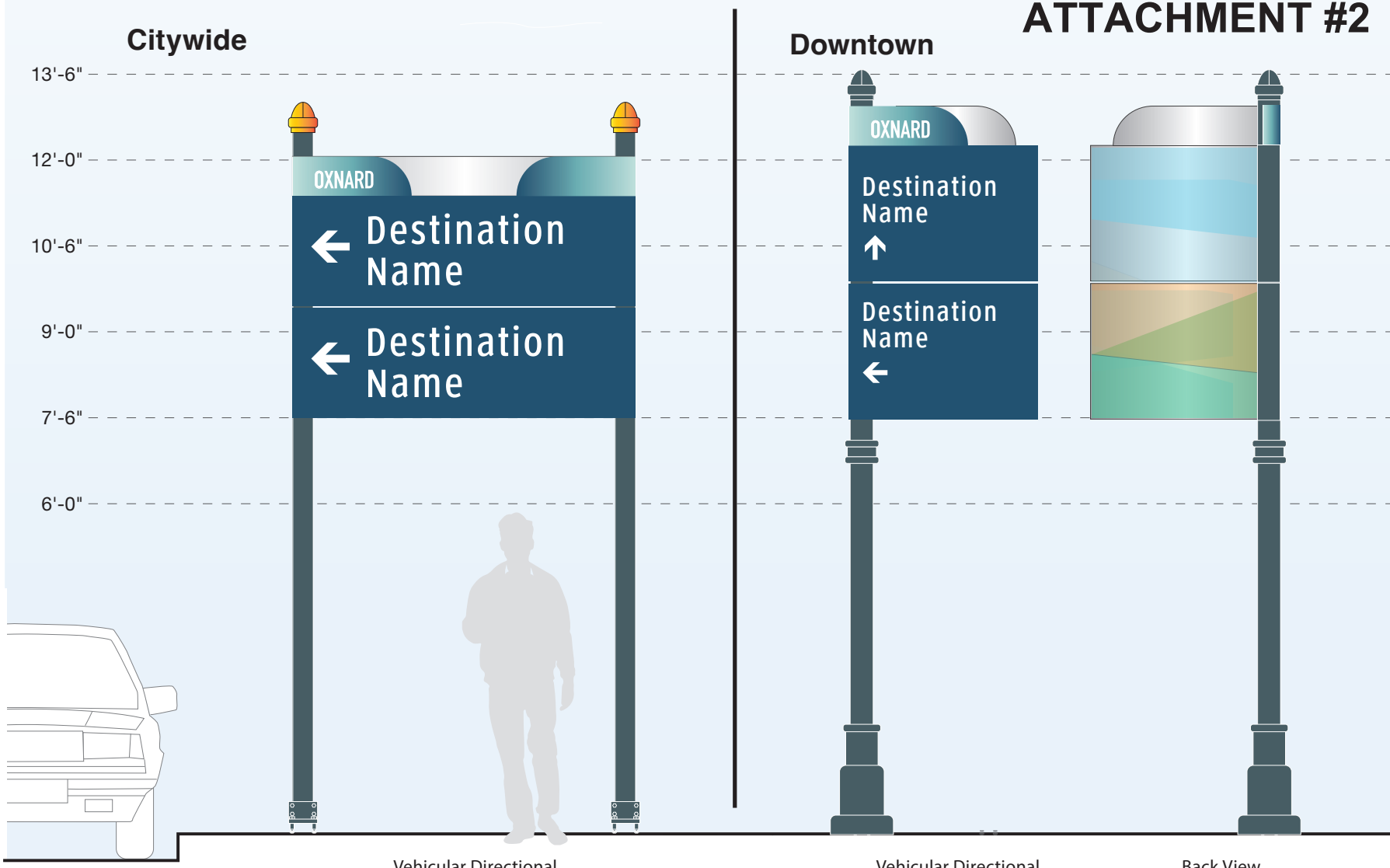


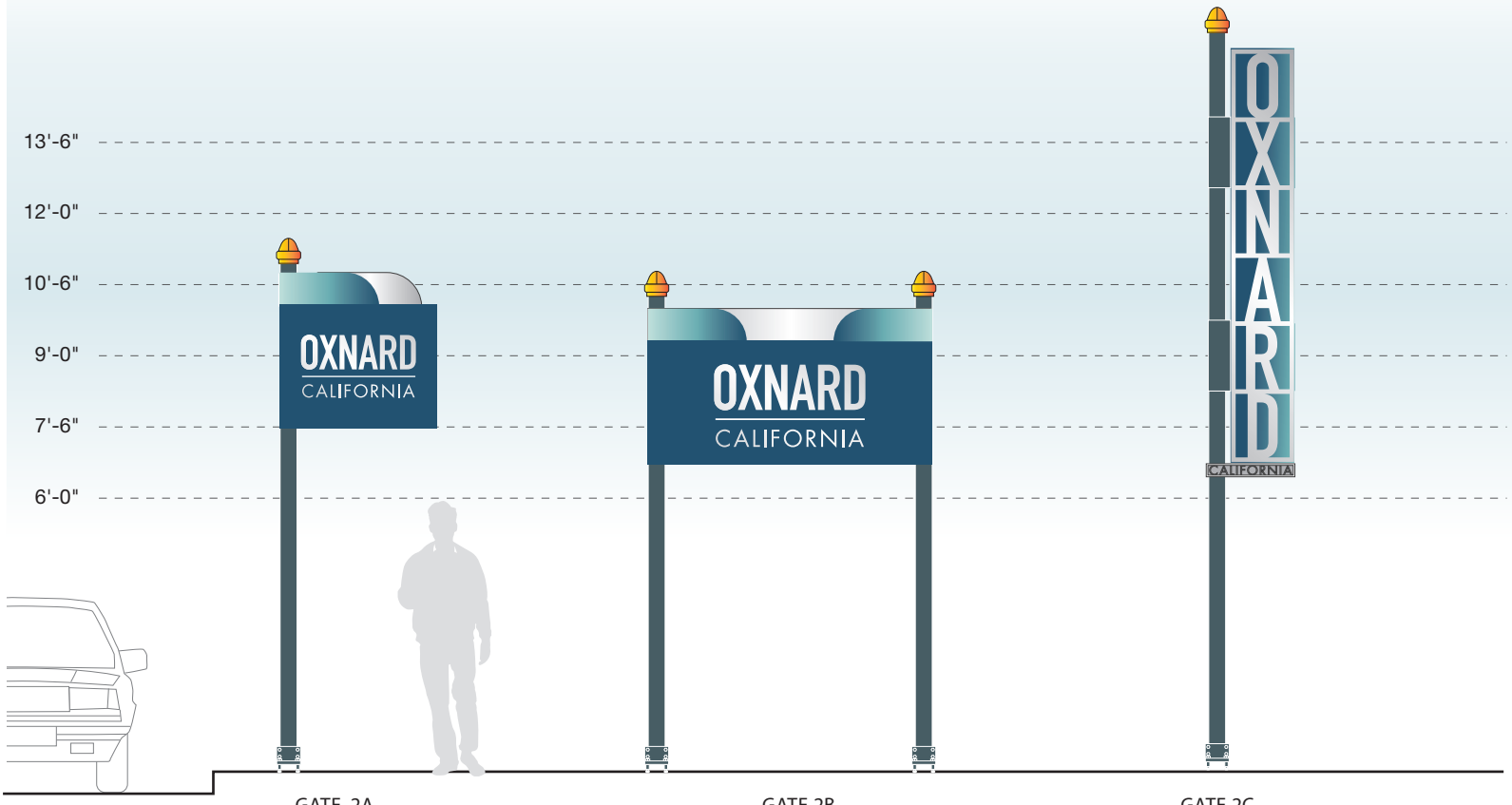
SCALE: 3/8" = 1'-0"

Vehicular Directional
High Speed
(25 MPH & More)

Vehicular Directional
Low Speed
(25 MPH & Less)

Back View

ATTACHMENT #2

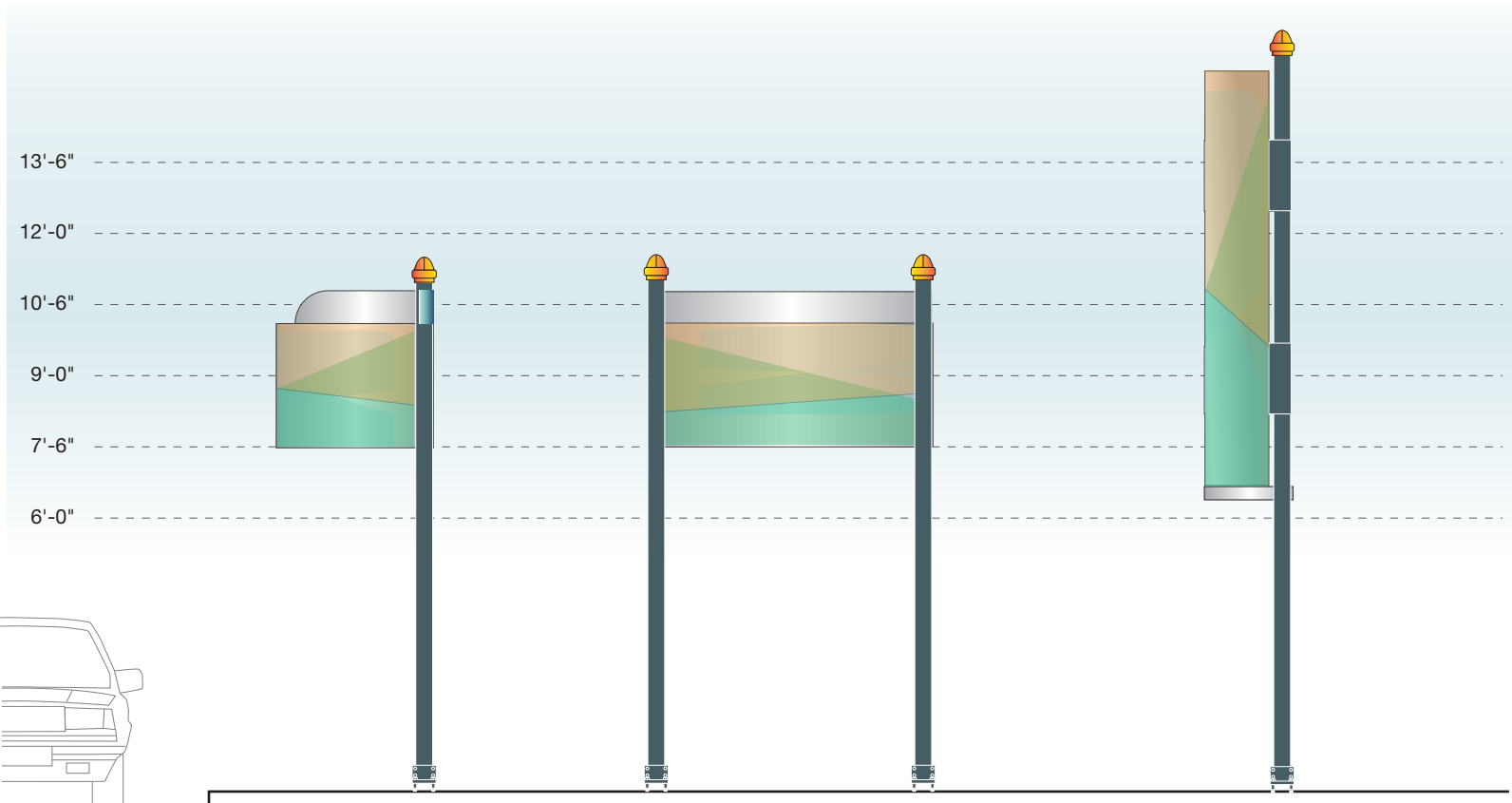


SCALE: 1/4" = 1'-0"

GATE. 2A
Secondary Entrance

GATE.2B
Secondary Entrance

GATE.2C
Secondary Entrance



SCALE: 1/4" = 1'-0"

GATE.2A
BACK VIEW

GATE.2B
BACK VIEW

GATE.2C
BACK VIEW

ATTACHMENT #3

criteria for inclusion

The following provides guidelines for determining which types of destinations typically qualify for a Community Wayfinding Program.

Base Categories are fairly common across all States and are generally limited to non-profit attractions, institutions, government buildings, historical sites, parks and recreation, transportation and visitor services.

Enhanced Categories represent tourism based attractions or activities that may be privately owned. State (DOT), County and Local approvals may be required in order to include these types of destinations in your program.

BASE CATEGORIES:

ATTRACTIONS

Arboreta and Botanical Gardens: A place where a wide variety of live plants are cultivated for scientific, education, and ornamental purposes, often including a library, an herbarium, greenhouses, laboratory spaces, and open grounds. These are facilities with a reasonable guarantee of permanence, and where adequate labeling of plants is common and proper documentation of the collection takes place. Must have facilities that are open to the general public.

Arenas: Includes stadia, conference centers, auditoriums and civic or convention centers.

Conference Center: A site that hosts public events with a minimum of 30,000 sq. ft. of flexible meeting, convention, exhibit and pre-function space.

Destination Street: A specific segment of a street that is recognized as a unique place and visitor attraction based on its activities, character or history. Ex: Bourbon Street (New Orleans) , Ocean Drive (Miami Beach), Rodeo Drive (Beverly Hills), etc.

Fairgrounds: Includes county and state fairgrounds.

Racetracks and Speedways: A permanent facility used for the primary purpose of presenting organized horse or automobile racing events.

Scenic Overlooks: An area, usually at the side of the road, where persons can observe a scenic area such as significant geology, unique botanical resources, or across expanses of land or water.

Unique Natural Areas: A naturally occurring area or site of interest to the general public. Such areas may include riverfronts, caverns, waterfalls, caves, or special rock formations.

Zoos, Zoological Gardens, Animal Parks and Aquariums: A place where animals, reptiles or fish are kept, often-in combination of indoors and outdoors spaces. Must have facilities, which are open to the General Public.

CULTURAL/INSTITUTIONAL

Colleges or Universities: An educational institution that is nationally accredited, grants degrees at the associates, bachelor, professional, masters, and/or doctoral levels, and that has a physical campus of at least 5 acres. (Campus signage is the responsibility of the destination.)

Hospitals: An institution providing primary health services and medical or surgical care to persons, primary inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions. The facility must have 24-hour emergency

ATTACHMENT #3

care with a doctor on duty at all times. (Campus signage is the responsibility of the destination.)

Institutions: A center operated by a municipality, county, state, or federal government unit that is open to the public.

Libraries: A repository for literary and artistic materials, such as books, periodicals, newspapers, recordings, films, and electronic media, kept and systemically arranged for use and reference operated either by the Municipality or by a non-profit organization. Private Media outlets (e.g. Book Stores, Best Buy, etc.) do not qualify under this definition.

Museums: A facility in which works of artistic, historical, or scientific value are cared for and exhibited to the General public. (Campus signage is the responsibility of the destination.)

Observatories: A facility designed and equipped to observe astronomical, meteorological or other natural phenomena.

Religious Site: A shrine, grotto or similar type site, which is of a unique religious nature. The facility must have a minimum average of 20 visitors per day on the busiest day of the week.

Theaters, Performing Arts, and Concert Halls: Any not-for profit facility used for the public's enjoyment of the performing arts that has a minimum occupancy of 200 people and associated parking.

DISTRICTS

Information Reach:
By creating an information hierarchy you are providing all destinations with a farther "reach" of information. (Direct to Districts from a distance > then direct to individual destinations)

Guidelines for District Names:
If already locally recognized, names should be reflective of cultural or known references.

- Names should be simple and memorable by a person unfamiliar with the place
- When multiple zones are required the names should be distinctive both in terminology and pronunciation
- A physical landmark, activity or environment is so dominant that the general surrounding area becomes known by that landmark, activity or environment.

Guidelines for District Boundaries:
When determining district boundaries, one of the following situations should be present.

- Existing legal or formal boundary established by the Municipality
- Context: Boundary is defined by the character of the place. (Architecture, Environment, History, Activity)
- A physical element or landmark creates a recognizable/physical boundary. This can be natural (river, mountains, etc.) or manmade (highway, overpass, train tracks, etc)
- Cluster of similar attractions or activities located within a specific defined area (i.e. Arts District, Theater District)

Arts & Cultural Districts: An area within a municipality where a concentration of arts and cultural institutions are located. Arts Districts, Theater District, Museum District, Cultural District are all common derivatives of this type of District.

Business District: An area within the municipality which is officially designated as a business district by the local officials. This area commonly includes a mixture of corporate offices, service business, as well as shopping and dining.

Entertainment District: An area within a Municipality where a cluster of shopping, dining and attractions are located. While accessible to residents and visitors alike, these districts typically cater to regional and out of town guests through its activities, events, festivals and arts & cultural opportunities.

Historic Districts: A district or zone listed on or eligible for listing on the National Register of Historic Places maintained by the U.S. Department of Interior or otherwise designated by the Municipality. Historic districts may provide the general public with a single, central location such as a self-service kiosk or welcome center, where visitors can obtain information concerning the historic district.

Historic Districts may include, but not be limited to, the following:
- Historic residential streets
- Shopping streets and districts
- Courthouses and public buildings
- Landmarks
- Buildings of architectural, design, or artistic merit

Medical District: An area within a Municipality where a concentrated cluster of healthcare facilities, educational institutions and medical offices are located.

ATTACHMENT #3

criteria for inclusion

Sports District: An area or complex of buildings within a Municipality where a concentration of stadia, arenas and/or sporting facilities are located.

University District: An area within a Municipality where a concentrated cluster of educational facilities and institutions are located.

Urban Neighborhoods: A residential community, which is organized in a formal association that meets a minimum of 4 times a year. Private developments are not eligible. (Urban Neighborhoods receive only an Arrival Identification signs, directional signage is not provided.)

GOVERNMENT

Courthouses/Government Buildings: A public building, structure, or complex used by a federal, county, state or municipal government for the purposes of convening official legal activities and that is open to the public.

High Schools: Public education facility that has performing arts, exhibits, or concerts, which has a minimum occupancy capacity of 150 people.

Military Base: A facility operated by the State or federal government for training or support of military troops, or for inventorying and warehousing military equipment.

HISTORICAL/ARCHITECTURAL

Historic Sites: A structure or place of historical, archaeological or architectural significance listed on or eligible for listing on the National Register of Historic Places maintained by the U.S. Department of Interior or otherwise designated by the Municipality. The site must be accessible to the general public and provide a place where visitors can obtain information about the historic site.

Historic Sites may include the following types, provided they meet the above criteria:

- Houses
- Commercial buildings
- Farms, farmsteads and barns
- Religious sites, places of worship, cemeteries and monuments
- Bridges
- Encampments and Battlefields
- Forts
- Railroad Stations
- Waterbodies
- Cemeteries
- Mills and factories
- Furnaces
- Coal mines and coke ovens
- Bridges
- Tollhouses
- Canals

RECREATIONAL

Beaches, Piers & Waterfronts: Areas with access to and views of the rivers, streams, and lakes which are recognized by the Municipality, County, or State as having significant recreational or cultural value and are open to the public a minimum of 180 days per calendar year.

Boat Launches: A public facility for the launching of boats and parking of motor vehicles and trailers.

Campground: A facility with continuous operation for at least 6 months per year and a minimum of 20 overnight sites. An attendant shall be available during the hours of operations and rest rooms with showers, running water and flush toilets shall be available. A public telephone also shall be available on the site or within 500 feet of the property. Accommodations sold on annual or time-sharing basis or otherwise not available for General Public use will not be counted toward the minimum requirements.

Canoeing, Rafting, and Kayaking: Public areas with established canoeing, rafting, and/or kayaking facilities. Individual private facilities are not eligible for signage.

Golf Courses: A golf facility open to the public and offering at least nine (9) holes of play. Miniature golf courses, driving ranges, chip and putt-putt courses, and indoor golf shall not be eligible.

Hiking and Biking Trails/Routes: Areas designated for recreational hiking, biking, walking, etc. which are publicly accessible, and owned and maintained by either the Local or County government or the State Department of Conservation and Natural Resources, or non-profit organizations. Signs will only be installed at locations that direct the motorist to an established trailhead with parking facilities.

Horseback Riding Areas: Areas designated for horseback/pony back riding for the General Public.

ATTACHMENT #3

Hunting and Fishing Areas: Areas so designated and under the jurisdiction of the State Department of Agriculture and Consumer Services, Department of Environmental Protection, or the Colorado Department of Fish and Wildlife.

National, State and Regional Parks and Forests: An area so designated and under the jurisdiction of the State Department of Conservation and Natural Resources, State Historical and Museum Commission, National Park Service, and U.S. Department of the Interior, County Government, or non-profit organization with facilities open to the General Public.

Parks – County: An area so designated and under the jurisdiction of the County government with facilities open to the general public.

Parks – Municipal: An area so designated and under the jurisdiction of the Municipality with facilities open to the general public and with enough amenities that its appeal is broader than a particular neighborhood or singular district.

Sports Facilities (Local): Local sports facilities such as little league baseball fields, youth athletic fields, BMX courses, skateboard parks, etc. Recreational fields associated with K-12 schools are not considered a part of this system.

Ski Areas: A downhill with equipment rentals or cross-country ski area with equipment rentals and minimum of five (5) miles of marked and groomed trails.

Snowmobile Trails and Winter Sports Areas (excluding Ski Areas): Areas with marked snowmobile trails, ice skating rinks, snowboarding, sleigh rides, and toboggan runs, that are open to the General Public. Signs will only be installed at locations that direct the motorist to an established trailhead with parking facilities.

Water Skiing: Areas designated for water skiing, jet skiing, or motorboats.

TOURIST SERVICES

Visitor Information Center: A facility where the primary purpose of its operation is to provide information and tourist supportive services. Adequate parking must be provided to support such center.

TRANSPORTATION

Airport: A public-use facility licensed by the Department for the landing and takeoff of aircraft, and for receiving and discharging passengers and cargo.

Cruise Ship Terminal: An access point to a body of water for a passenger carrying vessel with access to docking facilities and adequate public parking.

Ferry: A passenger-carrying vessel with access to a docking facility possessing adequate legal parking with the main purpose of transportation.

Heritage Roads, Historic Routes and Trails: A road, trail, or route designated by Department of Transportation Right-of-Way (ROW), United States Department of the Interior, or other Federal agency as being part of a national or state recognized historic or heritage park/trail system. Bike paths are not eligible for signage under this system.

Parking Lots, Garages & Decks: A parking facility for public parking. These include all Municipality-owned lots. Fees may or may not be charged for parking.

Railroad/Bus Stations: A passenger terminal utilized for discharging and picking up passengers and ticketing.

ATTACHMENT #3

criteria for inclusion

EXPANDED CATEGORIES:

Destinations listed here are often private entities or may be considered unique to Community Wayfinding. State, County or local municipal approval may be required for inclusion in the program.

COMMERCIAL DESTINATIONS

Adventure Tours: Guided outdoor tours that require tickets, limited participation and scheduled times. The business most be operational a minimum of 9 months per year and lease or own a dedicated operating facility. (Examples include: Swamp Tour, Boat/Fishing Tour, Aircraft Tour, Zipline Tours, etc)

Agri-Tourism: A permanent working farm or ranch of at least 200 acres offering agriculturally-based operations or activities that bring visitors to the facility. The facility must offer at least three Agri-Tourism activities, eligible activities include, picking produce from a field, educational initiatives, navigating a corn maze, feeding animals, petting zoo, meeting/conferences spaces, hosting sporting events or staying at a B&B on a farm.

Amusement Parks: A permanent facility that may include structures and building, where there are multiple devices for entertainment, including rides, booths for the conduct of games, or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales. The facility must be open a minimum of 5 months out of the year.

Artist / Craftsman Studio: A permanent working artist studio of at least 3,500 square ft., offering artistic demonstrations that bring visitors to the facility. The facility must offer at least three artistic based activities, eligible activities include, demonstrations of specialty techniques, tours, free educational lectures. The art studio shall be open to the public and readily available to tourists, without the need for scheduling appointments or return trips. The studio must meet all safety and maximum occupancy requirements.

Bed and Breakfasts: A private residence located in Rural Area that contains ten (10) or fewer bedrooms used for providing overnight accommodations to the public, and which breakfast is the only meal served and is included in the charge for the room. Must be rated by a national or state lodging or bed and breakfast rating program.

Breweries: A licensed site which produces a minimum of 250,000 barrels a year and shall be open to the General Public for tours, tasting and sales, a minimum of 2,340 hours per year. Tours shall be in an educational format for informing visitors about beer and beer processing. Site must include the following operational capabilities; Bottling or Canning, Distribution, Sales, and spaces to host events for the public. Tasting rooms, Restaurants and Take-Out Beer Distributors or Retailers are not considered eligible.

Commerce Park: A group of commercial manufacturing facilities, at least 25 acres in size, recognized and signed as a commerce park by the local authorities.

Country Inn: A facility located in a Rural Area that contains 25 or fewer rooms and also has full service dining. Must be rated by a national or state lodging-rating program.

Drive-In Theatre: An outdoor facility for the public showing of movies projected onto at least one large screen for viewing by patrons from their vehicles. Facility shall operate at least 30 days per year, have a concession area open during show times and provide restrooms with running water and flush toilets.

Facility Tour: A private business that offers educational public tours (minimum one hour) at least 5 days a week. Facility shall be a building of at least 100,000 square feet and the business must employ a minimum of 1,000 employees.

Gaming Entity: A public gaming facility licensed under State and Local requirements. The facility shall be a minimum total space of 100,000 sq ft and must include table games, plus either an attached hotel (Minimum 100 rooms), event center (14,000 sq ft) or a racetrack.

International Market: An independent market of at least 300,00,000 square ft offering specialty foods from around the world. In addition to goods or services of unique interest to tourists, the market must provide at least 3 of the following; tours of the facility, educational sessions, specialty festivals or meeting/conference spaces. The facility must be commonly recognized as a iconic local landmark (in business for a minimum of 25 years) and tourism attraction.

Historic Hotel: A facility which must be located within a building that is at least 50 years of age. And be listed on or eligible for listing on the National Register of Historic Places, or which is recognized by State, National or a County Historical Society as having historical significance; and currently holds itself out by any means, including advertising, license, registration with any innkeepers' group, convention listing association, travel publication or similar association or with any government agency, as being available to provide overnight lodging or use of facility space

ATTACHMENT #3

for considerations to persons seeking temporary accommodations.

Off-Track Betting Facility: A facility, which provides off-premise wagering as authorized by local gaming regulations.

Resort: A facility with at least 75 rooms where the primary attraction is generally recreational features and activities that are the main focal point of a vacation.

Roadside Farm Market: A stationary retail sales establishment operated by one or more farmers for the purpose of selling farm and food products directly to consumers. Operations by which the consumer harvests their own farm or food products shall be considered roadside farm markets. Roadside farm markets shall be open at least two days per week throughout the harvest season or year.

Rural Restaurant: An establishment where food and drink are prepared, served and consumed on premise and provided by waiter service. The facility must provide a minimum of twenty (20) seats. Excludes drive-through or franchised sit-down service. Must be located in a Rural Area.

Shopping Centers – Neighborhood: A group of 15 or more shops, retail stores, or restaurants usually concentrated within a neighborhood, often at a corner, that functions as the node or nucleus of the neighborhood(s) surrounding its location.

Specialty Shopping Centers:
A group of 12 or more specialty shops (antique, craft, outlet, farmers' market, etc.) retail stores, and restaurants with ample parking facilities. Specialty shops must offer goods or services of interest to tourists and that derive the major portion of their income during the normal business season from motorists that do not reside in the immediate area. The goods or services shall be readily available to tourists, without the need for scheduling appointments or return trips.

Sports Tourism Facilities (Commercial):
Commercial regional sports facilities that hosts a minimum of 12 multi-day tournaments per year.

- Outdoor Facility must have a minimum of 50 acres
- Indoor Facility must have a minimum of 130,000 square feet
- Fitness Centers, Indoor Rock Climbing, Go Karts, Trampoline Parks, Indoor Skydiving or other for profit activities or amusements are not permitted under this category.

Wineries / Vineyards: A licensed site, which produces a maximum of 200,000 gallons of wine per year. Winery shall maintain a minimum of 3000 vines or five acres of vineyard on site. Winery must be open to the general public for tours, tasting and sales a minimum of 1500 hours per year, and provide an educational format for informing visitors about wine and wine processing.

Water Tours: A guided tour on a body of water using a passenger-carrying vessel with access to a docking facility and adequate legal parking.

GENERIC MESSAGES

Some approving agencies will allow the use of generic messages for private entities such as the following:

- Hotel(s)
- Mall
- Movie Theater
- Shopping & Dining
- Shopping Center

OXNARD, CA
Wayfinding & Signage Program

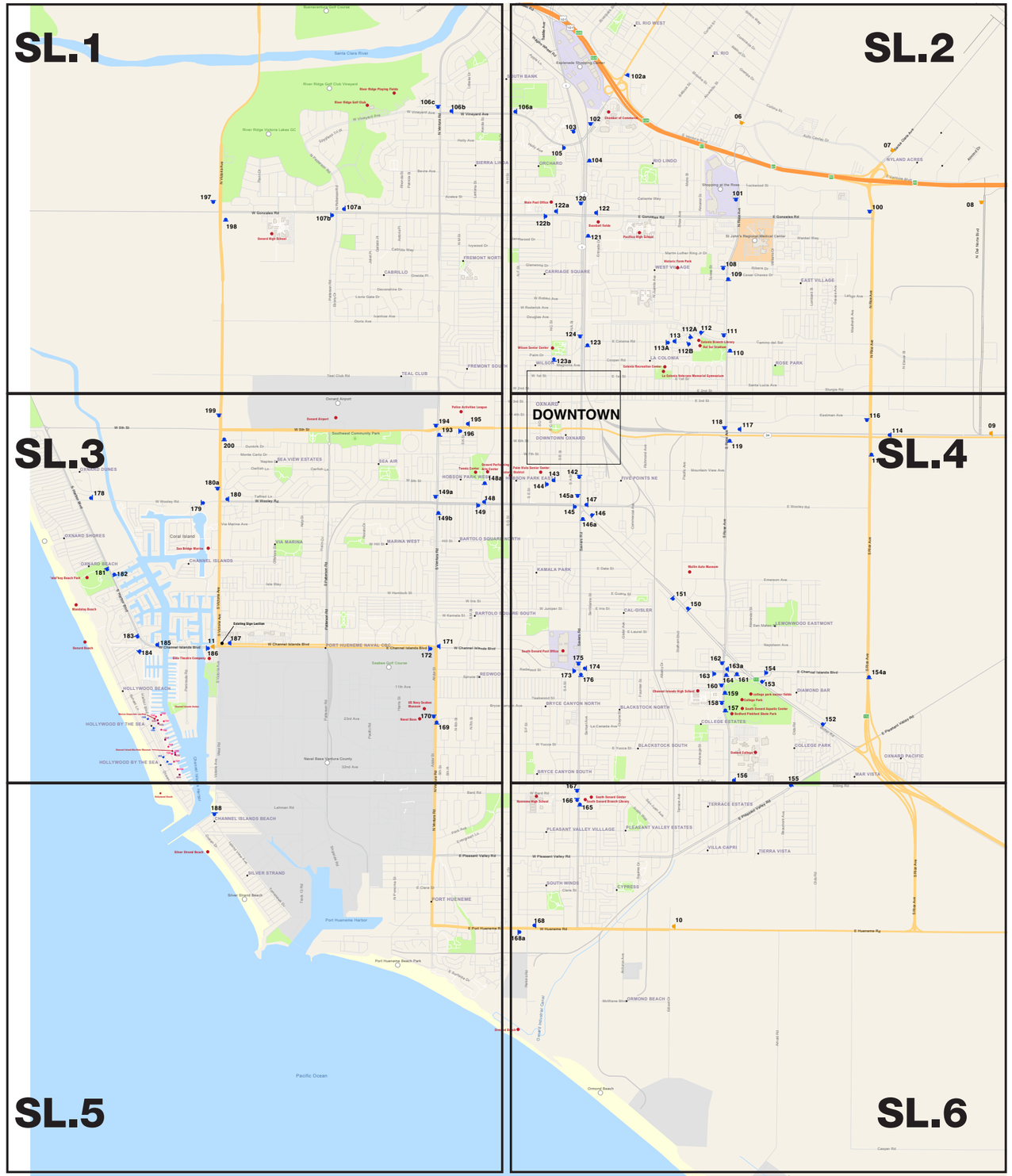
PROGRAMMING:
Sign Location Plan

Secondary V1

January 10, 2024

merje

MERJE | ENVIRONMENTS & EXPERIENCES
120 North Church Street
Suite 208
West Chester, PA 19380
T 484.266.0648
www.merjedesign.com



SPECIFICATIONS

Refer to the Oxnard Wayfinding and Signage System design intent documentation for sign type drawings, material call-outs and installation methods.

Refer to the Oxnard Wayfinding and Signage System message schedule for all sign type messages, location numbers, quantities, and specific location details.

SIGNAGE LEGEND	
05 - 11	Secondary Gateways)
100	Vehicular Directional
500	Parking (Phase 3 not shown)
600	Pedestrian Kiosks
700	Pedestrian Directional

ATTACHMENT #4

NOTES:
1. General sign locations are provided on these plan sheets.
2. The Message Schedule provides more detailed guidance of sign location in the Remarks column.
3. Refer to the Message Schedule for the final messages of each sign.
4. Utilize the above Legend to help determine sign types, and other details of location.

E N V I R O N M E N T S & E X P E R I E N C E S

merje

120 North Church Street
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West Chester, PA 19380
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www.merjedesign.com

DATE 01/10/24

DRAWN BY: LH

These drawings are meant for DESIGN INTENT ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. This office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

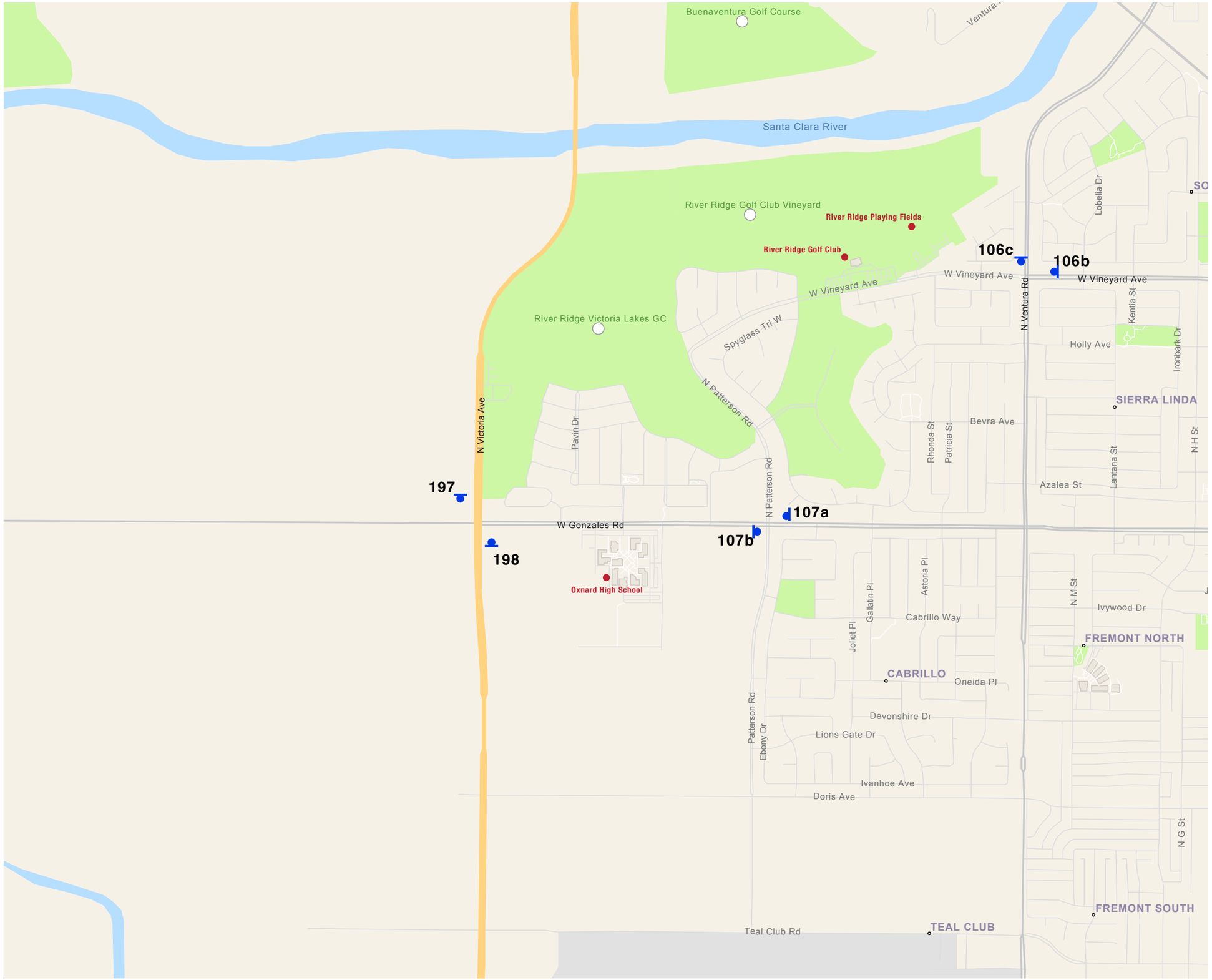
PROJECT NO.

SHEET TITLE

KEY MAP

SHEET NO.

2



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SIGNAGE LEGEND	
05 - 11	Secondary Gateways)
100	Vehicular Directional
500	Parking (Phase 3 not shown)
600	Pedestrian Kiosks
700	Pedestrian Directional

ATTACHMENT #4

NOTES:
1. General sign locations are provided on these plan sheets.
2. The Message Schedule provides more detailed guidance of sign location in the Remarks column.
3. Refer to the Message Schedule for the final messages of each sign.
4. Utilize the above Legend to help determine sign types, and other details of location.

ENVIRONMENTS & EXPERIENCES

merje

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REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

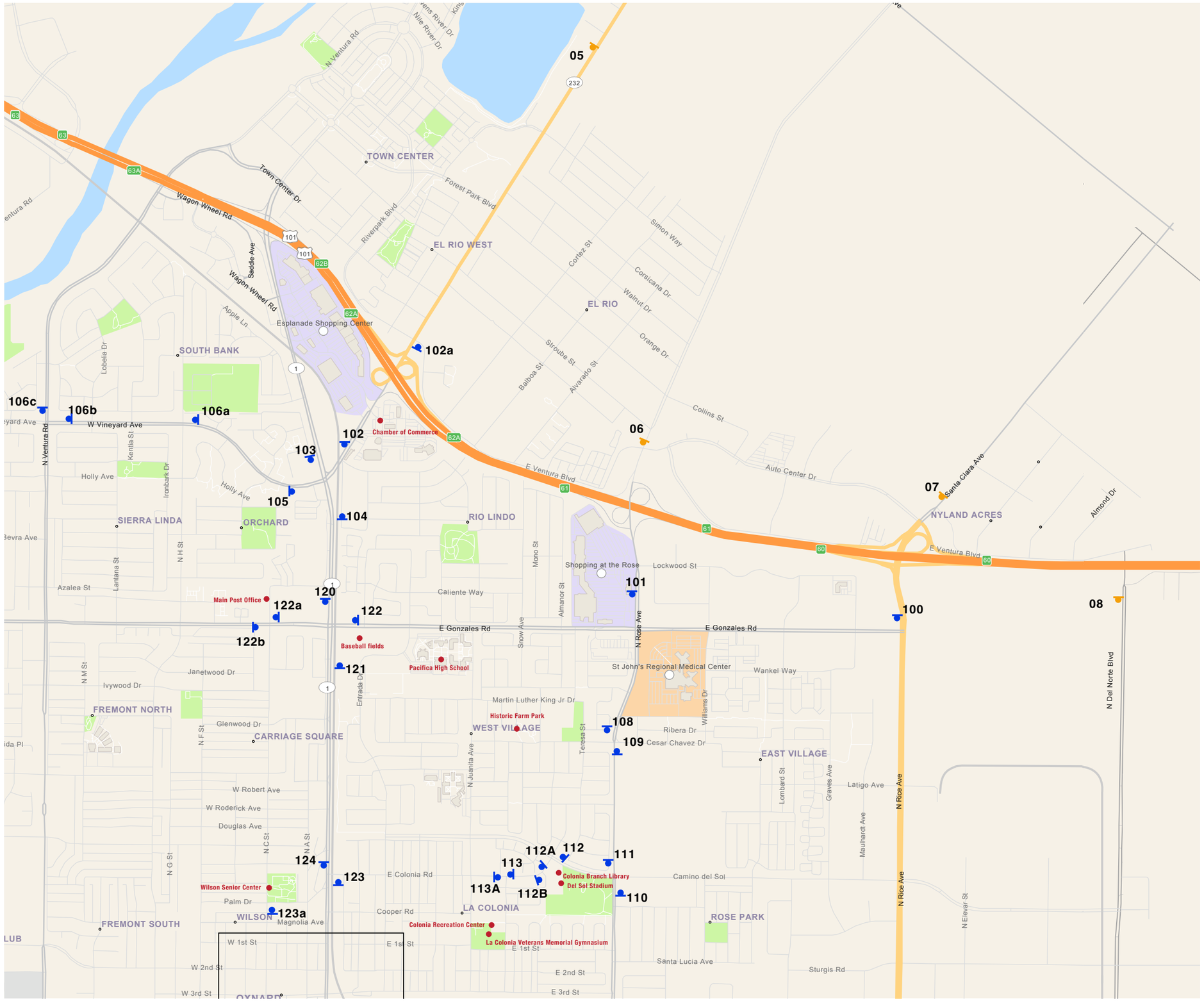
PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.1



SPECIFICATIONS

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Refer to the Oxnard Wayfinding and Signage System message schedule for all sign type messages, location numbers, quantities, and specific location details.

SIGNAGE LEGEND	
05 - 11	Secondary Gateways)
100	Vehicular Directional
500	Parking (Phase 3 not shown)
600	Pedestrian Kiosks
700	Pedestrian Directional

ATTACHMENT #4

NOTES:
1. General sign locations are provided on these plan sheets.
2. The Message Schedule provides more detailed guidance of sign location in the Remarks column.
3. Refer to the Message Schedule for the final messages of each sign.
4. Utilize the above Legend to help determine sign types, and other details of location.

ENVIRONMENTS & EXPERIENCES

merje

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REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.2

SPECIFICATIONS

Refer to the Oxnard Wayfinding and Signage System design intent documentation for sign type drawings, material call-outs and installation methods.

Refer to the Oxnard Wayfinding and Signage System message schedule for all sign type messages, location numbers, quantities, and specific location details.

SIGNAGE LEGEND	
05 - 11	Secondary Gateways)
100	Vehicular Directional
500	Parking (Phase 3 not shown)
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700	Pedestrian Directional

ATTACHMENT #4

NOTES:
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2. The Message Schedule provides more detailed guidance of sign location in the Remarks column.
3. Refer to the Message Schedule for the final messages of each sign.
4. Utilize the above Legend to help determine sign types, and other details of location.

E N V I R O N M E N T S & E X P E R I E N C E S

merje

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.266.0648
www.merjedesign.com

DATE 01/10/24

DRAWN BY: LH

These drawings are meant for DESIGN INTENT ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. This office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

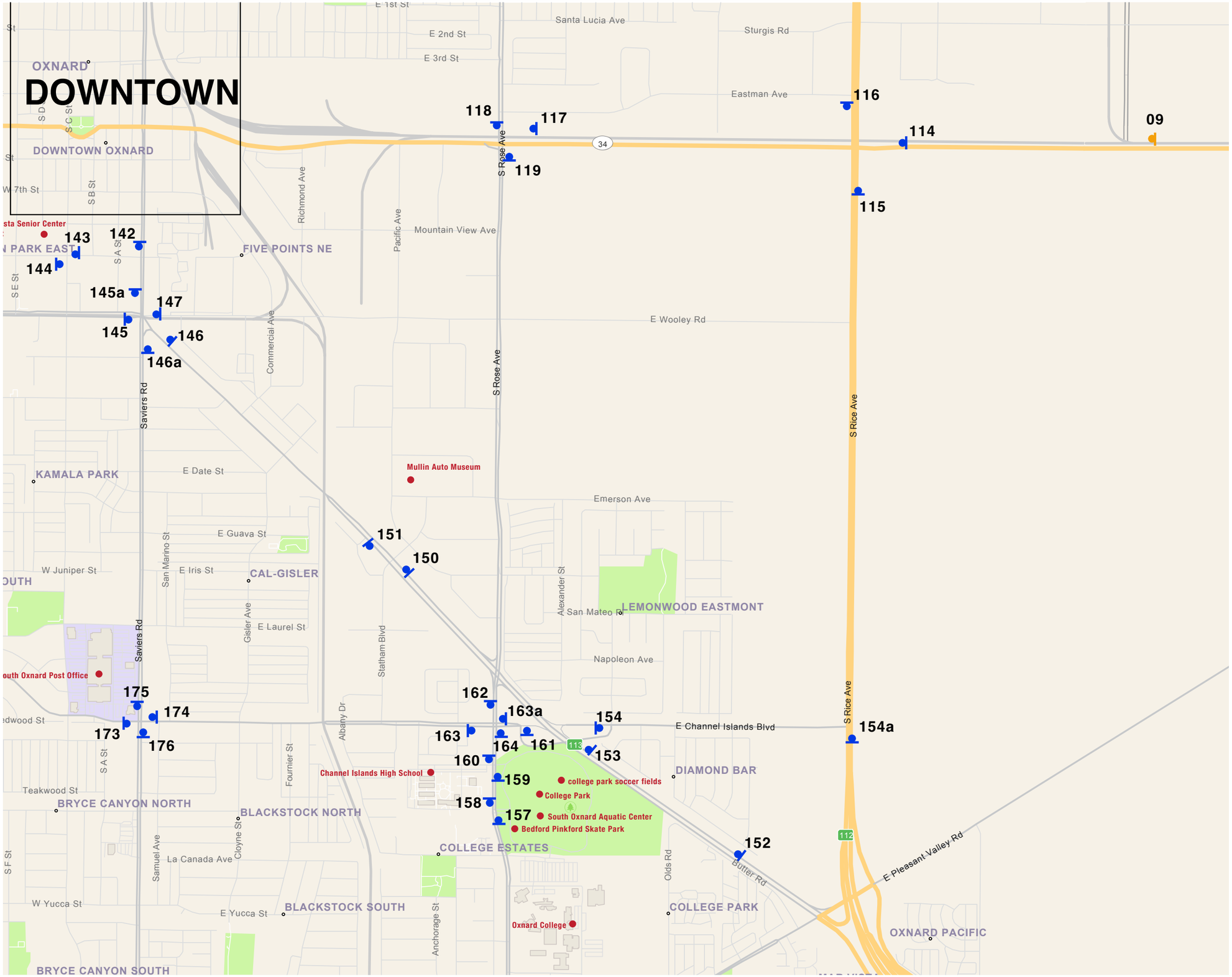
PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.3



SPECIFICATIONS

Refer to the Oxnard Wayfinding and Signage System design intent documentation for sign type drawings, material call-outs and installation methods.

Refer to the Oxnard Wayfinding and Signage System message schedule for all sign type messages, location numbers, quantities, and specific location details.

SIGNAGE LEGEND	
05 - 11	Secondary Gateways)
100	Vehicular Directional
500	Parking (Phase 3 not shown)
600	Pedestrian Kiosks
700	Pedestrian Directional

ATTACHMENT #4

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ENVIRONMENTS & EXPERIENCES

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REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.4

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05 - 11	Secondary Gateways)
100	Vehicular Directional
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REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

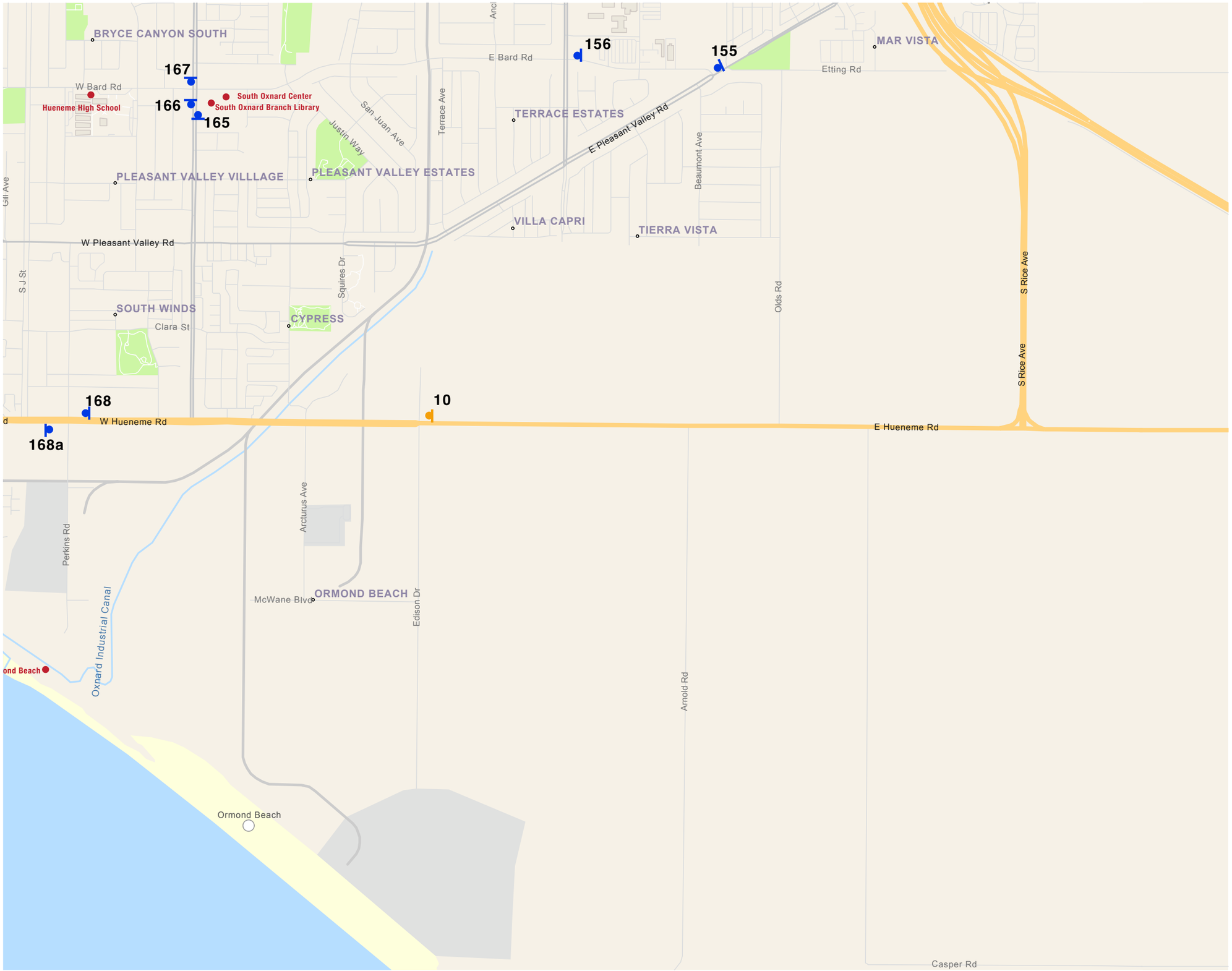
PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.5



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SIGNAGE LEGEND	
05 - 11	Secondary Gateways)
100	Vehicular Directional
500	Parking (Phase 3 not shown)
600	Pedestrian Kiosks
700	Pedestrian Directional

ATTACHMENT #4

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REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.6

SPECIFICATIONS

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05 - 11	Secondary Gateways)
100	Vehicular Directional
500	Parking (Phase 3 not shown)
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700	Pedestrian Directional

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Oxnard, CA
Wayfinding and Signage System

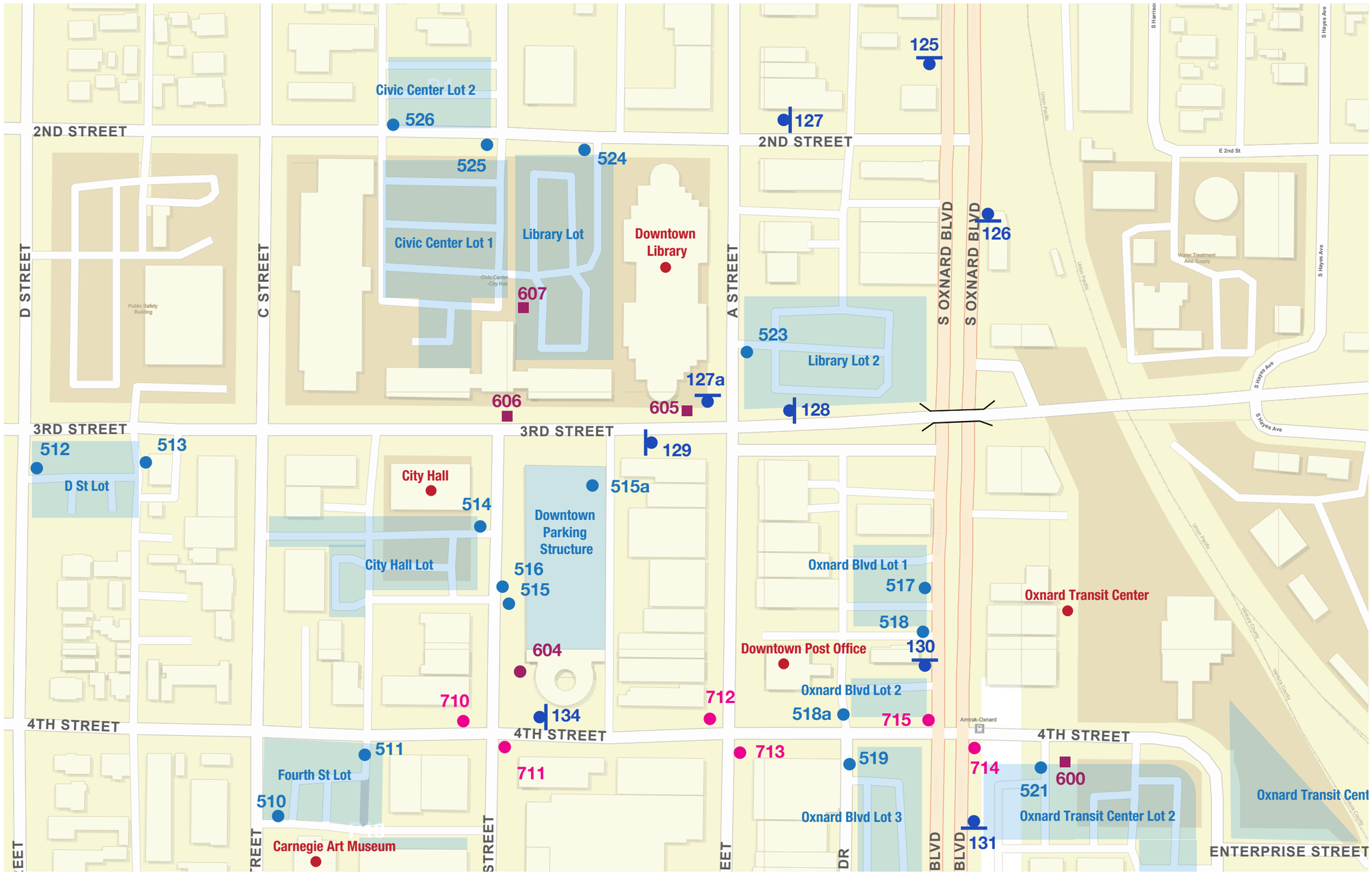
PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.7



SPECIFICATIONS

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Wayfinding and Signage System

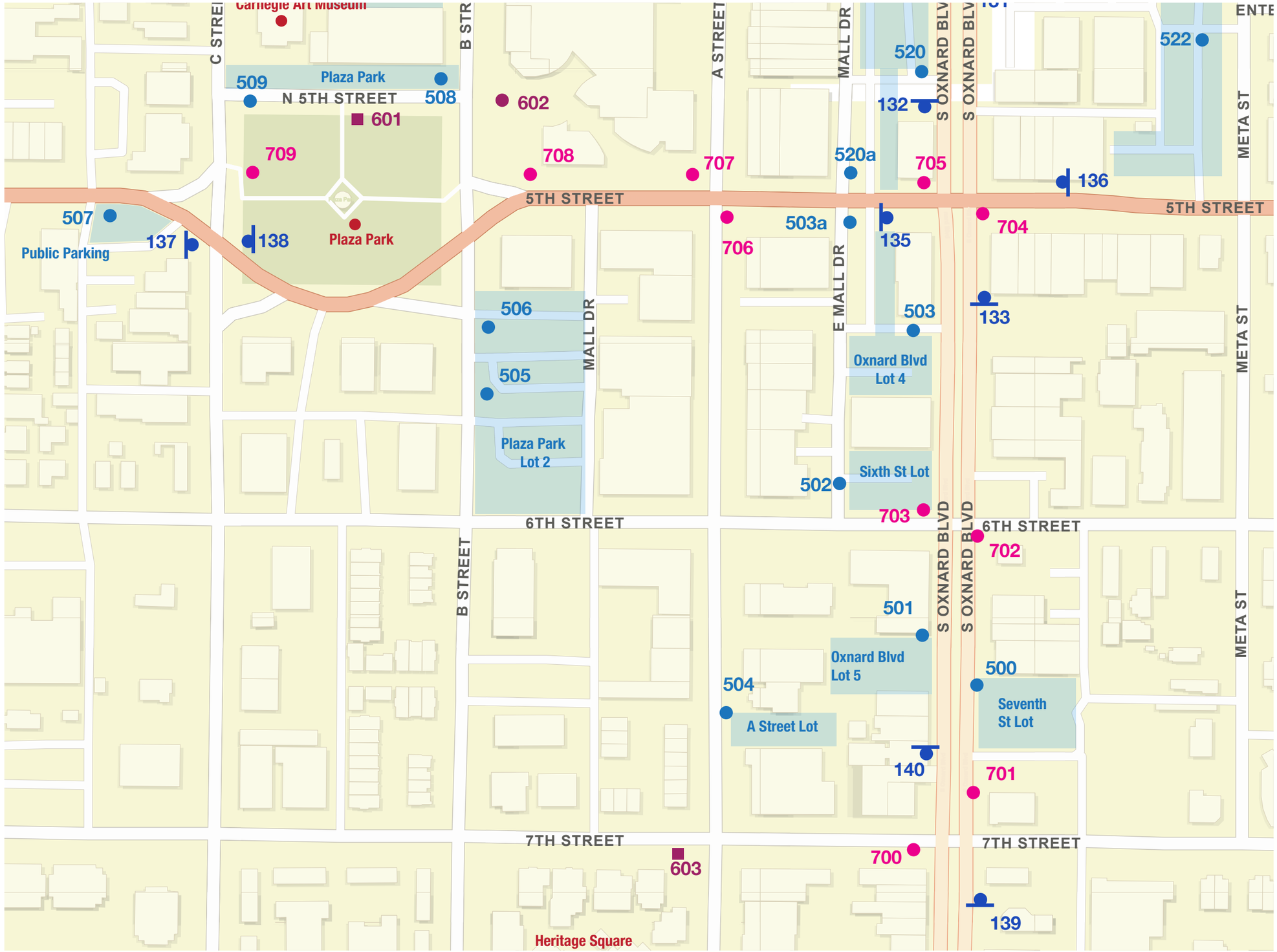
PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.8



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700	Pedestrian Directional

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REVISIONS

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Wayfinding and Signage System

PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.9

GOVERNMENT

Colonia Branch Library

Civic Center

Downtown Post Office

Main Post Office

Naval Base / Seabee Museum

South Oxnard Branch Library

Downtown Library

South Oxnard Post Office

ZONES

Beaches/Harbor

Downtown

La Colonia

EDUCATION

Oxnard College

HISTORIC SITES

Carnegie Art Museum

Heritage Square

Historic District

Historic Farm Park

TRANSPORTATION

Channel Islands Harbor

Oxnard Airport

Oxnard Transit Center

COMMERCIAL

Marine Emporium Landing

The Collection

CULTURAL/ INST.

Channel Islands Maritime Mus

Colonia Recreation Ctr

Palm Vista Senior Center

Police Activities League

Performing Arts Center

South Oxnard Center

Wilson Senior Center

New Senior Ctr Name TBD

Mullin Auto Museum

PARKS & RECREATION

College Park

Del Sol Stadium

Hollywood Beach

Veterans Memorial Gym

Mandalay Beach

'olol'koy Beach Park

Ormond Beach

Plaza Park

River Ridge Golf Club

Seabridge Marina

Silver Strand Beach

Tennis Center

Baseball Fields

College Park Soccer Fields

Skate Park

South Oxnard Aquatic Center

La Colonia Skate Park

ATTACHMENT #5

Citywide Wayfinding Program Approval (20 minutes)

Community Services, Public Safety, Housing and Development Committee
January 23, 2024

Samantha Shapiro, Project Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Community Services, Public Safety, Housing and Development Committee receive a presentation on the proposed ARPA-funded citywide wayfinding program and recommend that City Council:

1. Approve the Citywide Wayfinding Program and authorize a prioritized implementation plan;
2. Approve an agreement with Found Design, LLC for design development, engineering and construction administration for the Wayfinding Program; and
3. Approve an agreement with Ardurra Group, Inc. for Project/Construction Management services for the Wayfinding Program.

BACKGROUND

3

Community wayfinding program is an informational system of signs, colors, and other design elements that help people navigate space; it introduces secondary tourism attractions and helps orient visitors.

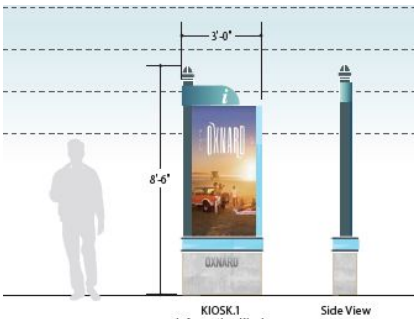
- City's current wayfinding system was implemented in the early 2000s and has not been properly maintained or updated.
- In Spring 2022, City Council approved ARPA funds for Visit Oxnard to modernize and update the citywide wayfinding program in coordination with the City.
- The program includes two components:
  1. An updated, refreshed design for signage
  2. A destination list and prioritization plan
- Visit Oxnard and MERJE (design consultant) will provide a live presentation on the program, including the sign types and design, prioritized implementation plan, and destination list

CITYWIDE WAYFINDING PROGRAM

4

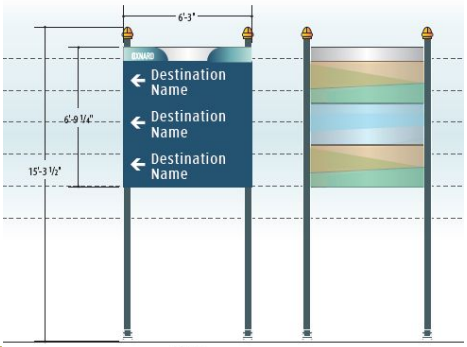
- Prioritization plan:
  1. Vehicular directional signage throughout the City; then
  2. Pedestrian directional signage in walkable areas, such as Downtown Oxnard and Channel Islands Harbor; and
  3. Directional parking signage.

- Removal of old "like" wayfinding signs (i.e. vehicular or pedestrian signs) will be included in budget development at each prioritization stage.



KIOSK.1
Information Kiosk
SIDE (A)
(2 Sided)

Side View



VDIR.6
Vehicular Directional
(25 MPH & More)

VDIR.6
Back View

DESIGN AND PROJECT/CONSTRUCTION MANAGEMENT

5

City will act as project lead for the implementation stage. To commence with the program, staff requests Council approval for the following consultant contracts:

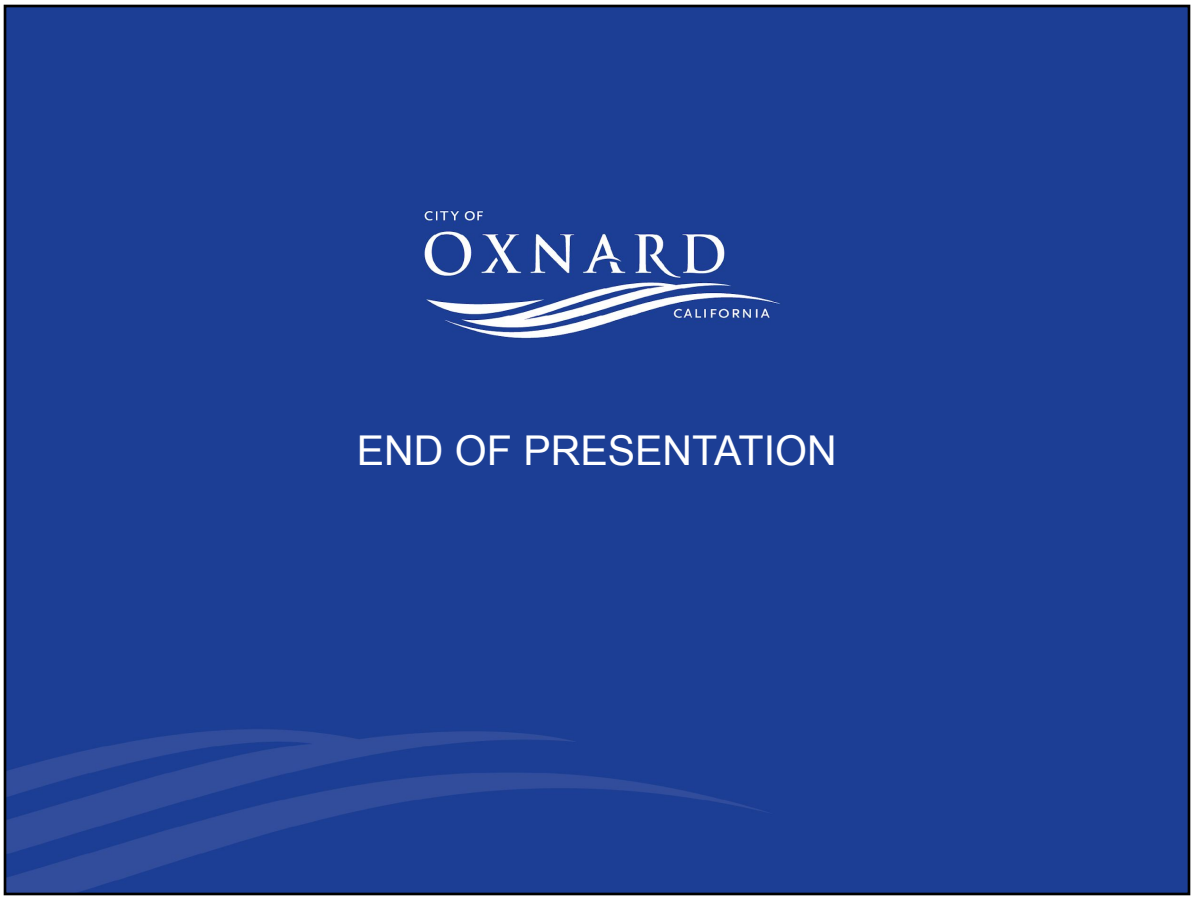
1. Approve an agreement with Found Design, LLC for a NTE amount of $65,000.
   a. Found Design, LLC (MERJE) will complete design development, structural engineering, bid assistance and construction administration required to implement the program

2. Approve an agreement with Ardurra Group, Inc. for project/construction management services for a NTE amount of $119,000.
   a. The consultant will assist with technical needs of the project, including plan approvals, bid process, obtaining permits from the City and other required agencies, and overseeing the construction process

FINANCIAL IMPACT

6

- $1M in ARPA funding was allocated to support this project
- Full program has an estimated cost of $2.6M
  - This cost includes installation of 193 signs citywide, design consulting fees, project/construction management fees, removal of existing signs citywide, and permitting.
- After the field survey is complete, staff will work with the design team to develop an implementation plan that prioritizes vehicular directional signs and removal of old vehicular signs in the first stage that fits within the remaining program budget.
- **Funding has not been identified for future stages of this project.**


CITY OF
OXNARD
CALIFORNIA
END OF PRESENTATION

CITY OF OXNARD CALIFORNIA

VISIT OXNARD CA

CITYWIDE WAYFINDING PROGRAM

merje

STEERING COMMITTEE

Representatives from the following groups comprised the Steering Committee:

- Visit Oxnard
- City of Oxnard: City Manager's Office
- City of Oxnard: Public Works Department
- Channel Islands Harbor
- Citizens for a Better Oxnard
- Downtown Oxnard
- Marine Emporium Landing
- Marriott
- The Collection at Riverpark
- West Ventura County Business Alliance
- Zachari Dunes on Mandalay Beach by Hilton

merje

STAKEHOLDERS

Representatives from the following groups provided additional insights:

- California State Parks
- Residence Inn
- River Ridge Golf Club
- Mullin Automotive Museum
- City of Oxnard Cultural & Community Services Department
- Port of Hueneme
- Channel Islands National Park
- St. John's Regional Medical Center
- Chumash Bear Clan
- County of Ventura
- CalTrans

merje

Existing Signage

Downtown

Channel Island

OXNARD WAYFINDING PROGRAM

Design Process

- 3 Design Options Reviewed by Steering Committee & Stakeholders
- Selected Design is being presented
- Coordinated with Gateway Program

Sign Planning

- Reviewed by Steering Committee & Stakeholders
- Secondary Gateways, Vehicular Signs, Pedestrian Signs, Kiosk & Parking

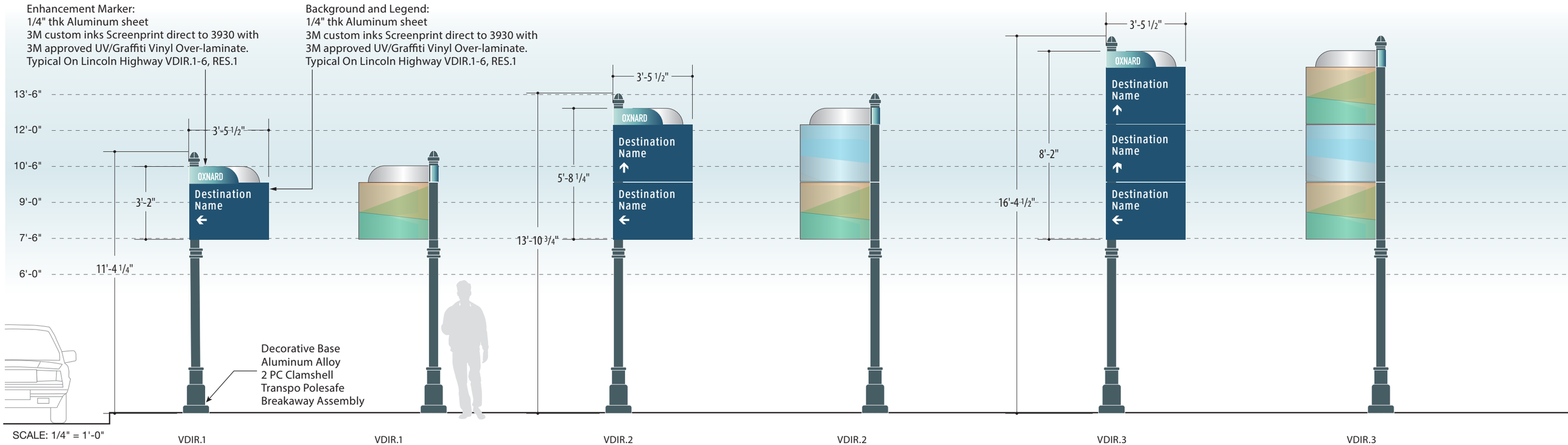
Next Steps

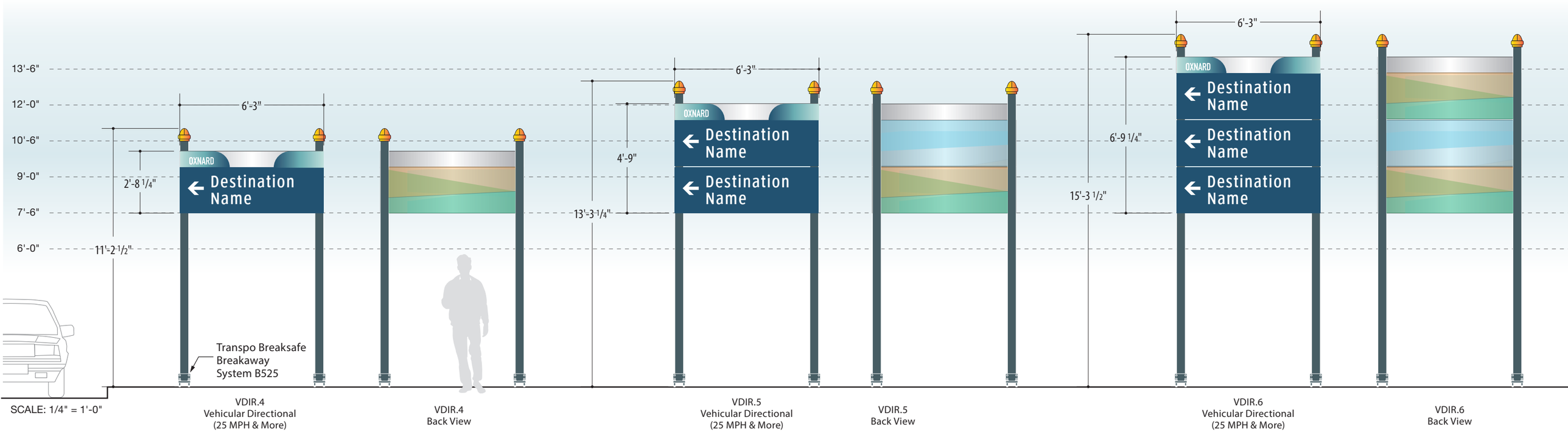
- CalTrans Review
- Field Survey of Locations
- Documentation & Engineering
- Bidding & Implementation

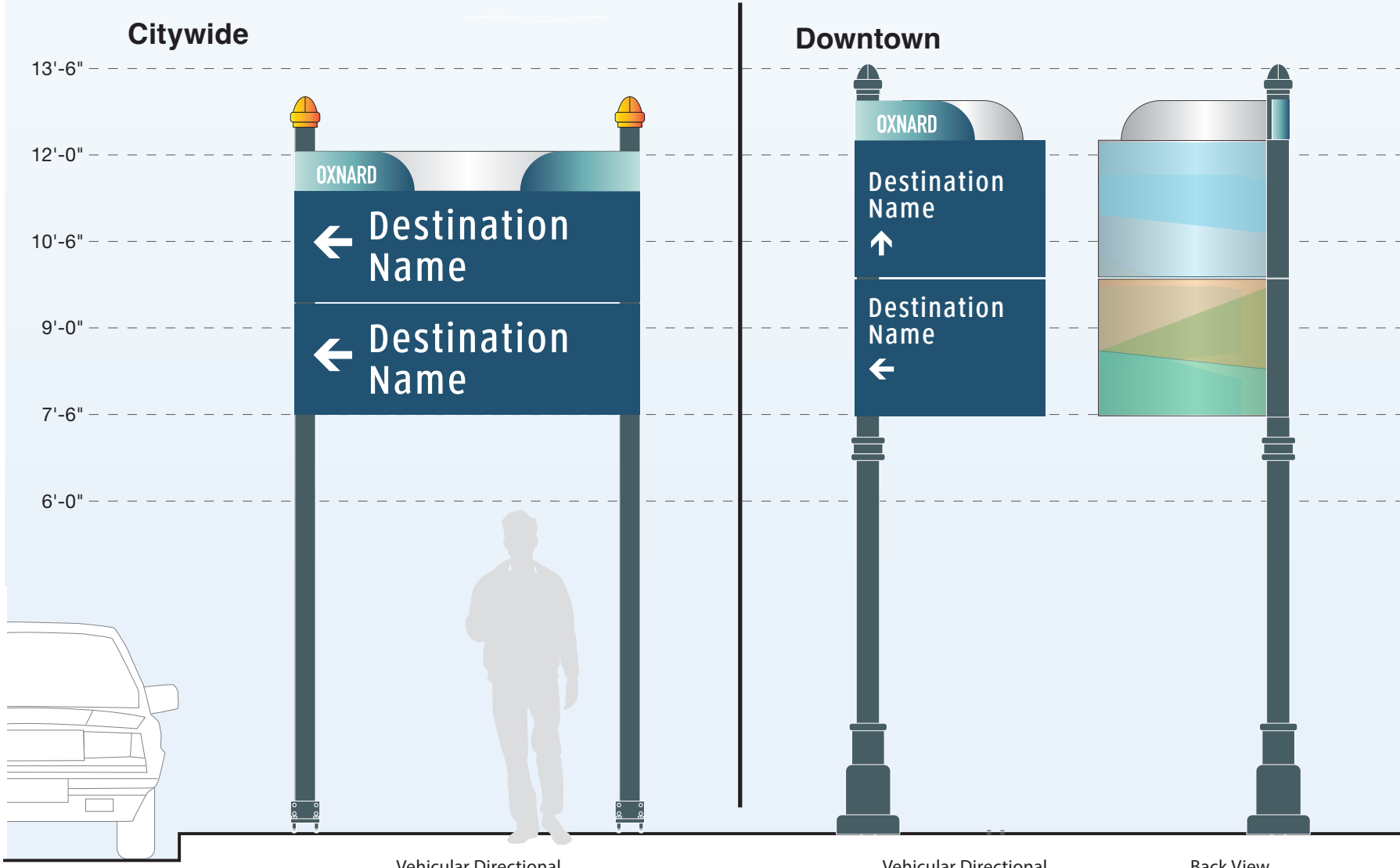
merje

PRIORITY 1

- Secondary Gateways
- Vehicular Directional


Enhancement Marker:
1/4" thk Aluminum sheet
3M custom inks Screenprint direct to 3930 with
3M approved UV/Graffiti Vinyl Over-laminate.
Typical On Lincoln Highway VDIR.1-6, RES.1
Background and Legend:
1/4" thk Aluminum sheet
3M custom inks Screenprint direct to 3930 with
3M approved UV/Graffiti Vinyl Over-laminate.
Typical On Lincoln Highway VDIR.1-6, RES.1
13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"
3'-5 1/2"
3'-2"
11'-4 1/4"
OXNARD
Destination Name
5'-8 1/4"
13'-10 3/4"
8'-2"
16'-4 1/2"
Decorative Base
Aluminum Alloy
2 PC Clamshell
Transpo Polesafe
Breakaway Assembly
SCALE: 1/4" = 1'-0"
VDIR.1
Vehicular Directional
Low Speed
(25 MPH & Less)
VDIR.1
Back View
VDIR.2
Vehicular Directional
Low Speed
(25 MPH & Less)
VDIR.2
Back View
VDIR.3
Vehicular Directional
Low Speed
(25 MPH & Less)
VDIR.3
Back View


13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"
6'-3"
2'-8 1/4"
11'-2 1/2"
OXNARD
Destination Name
4'-9"
13'-3 1/4"
6'-9 1/4"
15'-3 1/2"
Transpo Breaksafe
Breakaway
System B525
SCALE: 1/4" = 1'-0"
VDIR.4
Vehicular Directional
(25 MPH & More)
VDIR.4
Back View
VDIR.5
Vehicular Directional
(25 MPH & More)
VDIR.5
Back View
VDIR.6
Vehicular Directional
(25 MPH & More)
VDIR.6
Back View

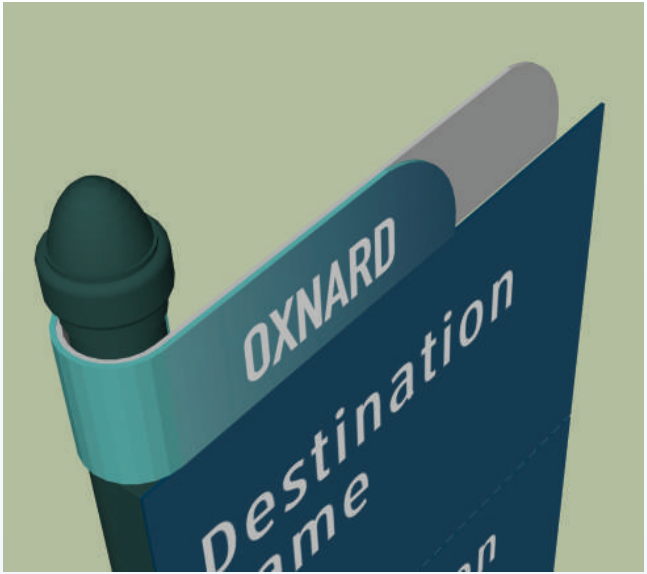


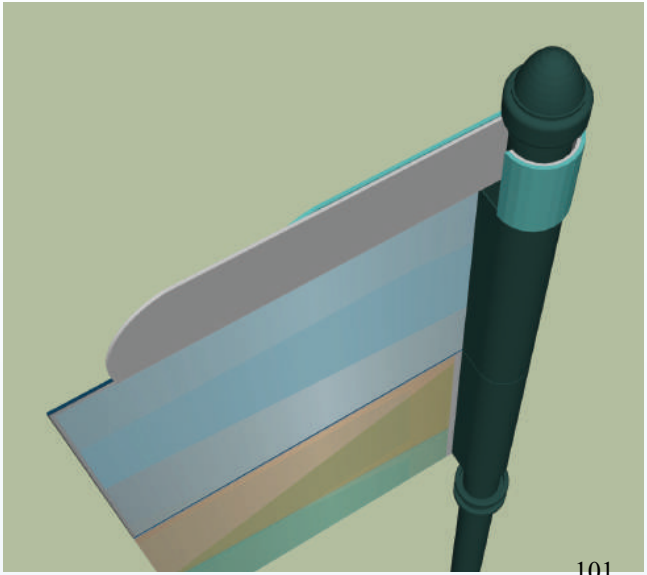
SCALE: 3/8" = 1'-0"

Vehicular Directional
High Speed
(25 MPH & More)

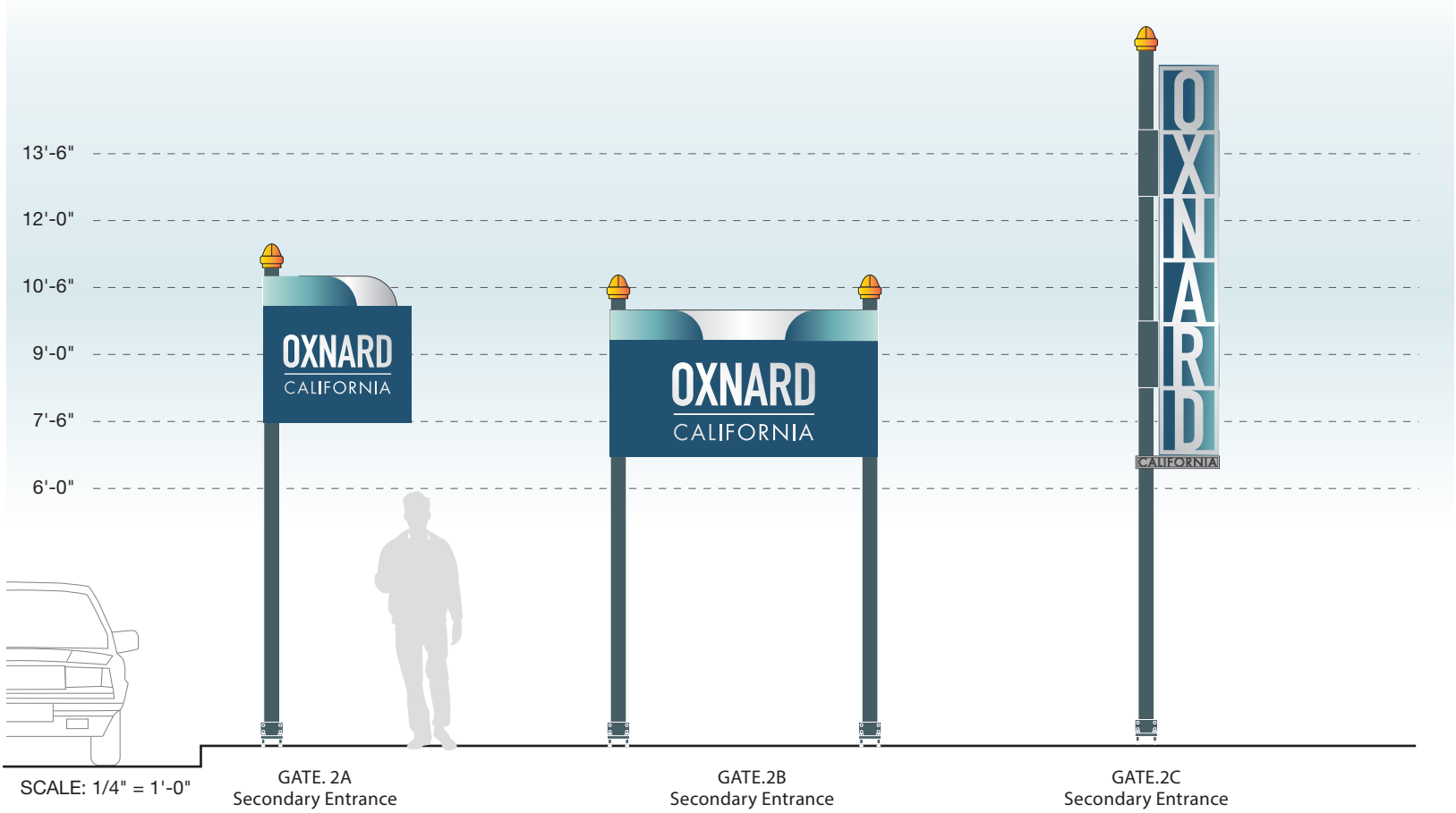
Vehicular Directional
Low Speed
(25 MPH & Less)

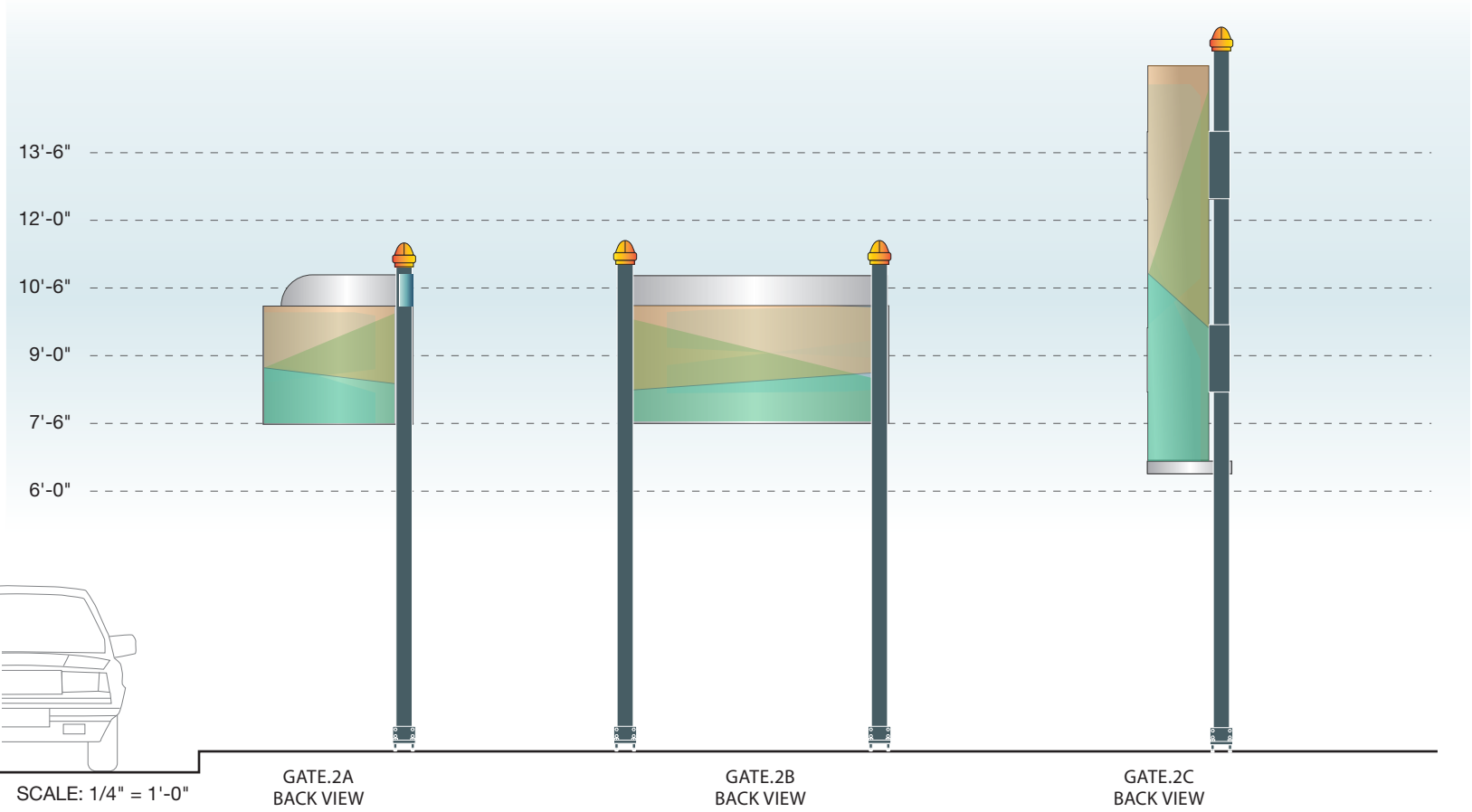
Back View


OXNARD
Destination



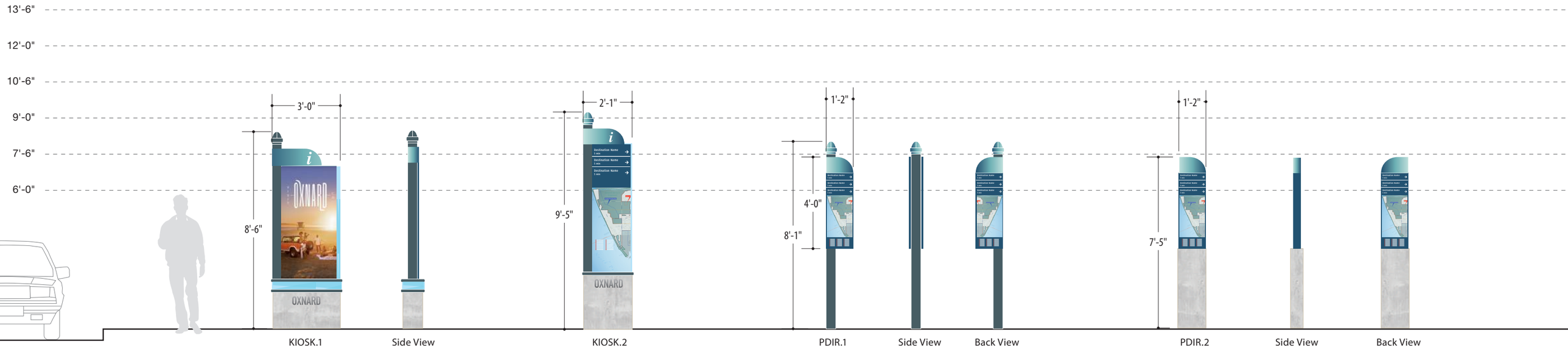
OXNARD
Beaches &
Harbor
River Ridge
Golf Club


13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"
OXNARD
CALIFORNIA
OXNARD
CALIFORNIA
OXNARD
CALIFORNIA
SCALE: 1/4" = 1'-0"
GATE. 2A
Secondary Entrance
GATE.2B
Secondary Entrance
GATE.2C
Secondary Entrance


13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"
SCALE: 1/4" = 1'-0"
GATE.2A
BACK VIEW
GATE.2B
BACK VIEW
GATE.2C
BACK VIEW

PRIORITY 2

- Pedestrian Directional
- Kiosk



SCALE: 1/4" = 1'-0"

KIOSK.1
Information Kiosk
SIDE (A)
(2 Sided)

Side View

KIOSK.2
Information Totem
SIDE (A)
(4 Sided)

PDIR.1
Pedestrian
Directional

Side View

Back View

PDIR.2
Pedestrian
Directional

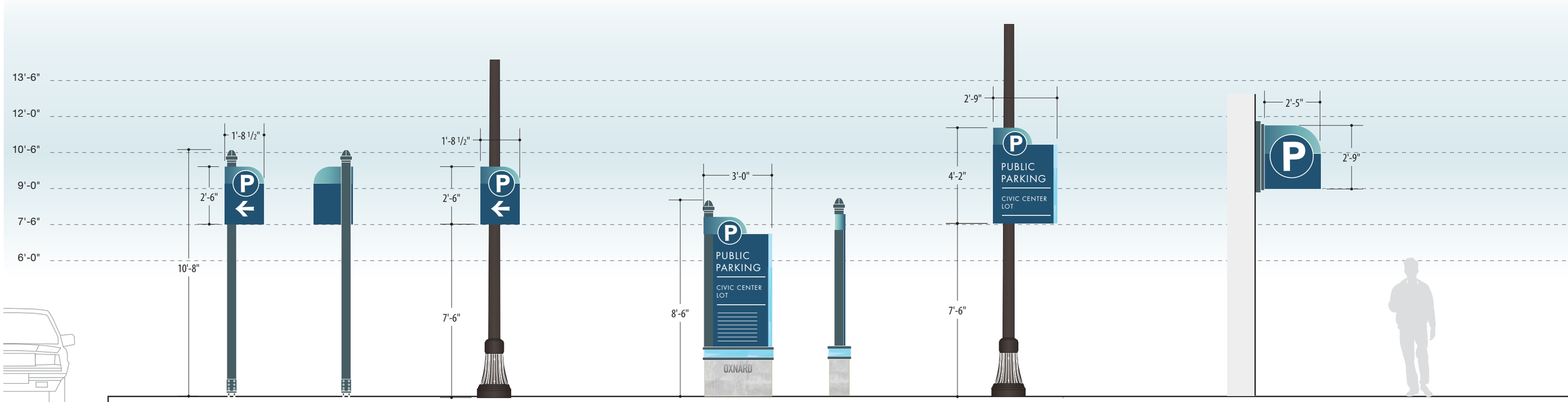
Side View

Back View

i
Destination Name
5 min
Destination Name
5 min
Destination Name
5 min
OXNARD
PUBLIC ACCESS
PUBLIC DOCK

PRIORITY 3

- Parking Directional
- Parking Lot / Garage Identification


13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"
1'-8 1/2"
2'-6"
10'-8"
1'-8 1/2"
2'-6"
7'-6"
3'-0"
8'-6"
PUBLIC PARKING
CIVIC CENTER LOT
OXNARD
2'-9"
4'-2"
7'-6"
PUBLIC PARKING
CIVIC CENTER LOT
2'-5"
2'-9"
SCALE: 1/4" = 1'-0"
PARK.1
Parking Trailblazer
(New Pole)
Back View
PARK.1.2
Parking Trailblazer
(Mount to Existing Pole)
PARK.3
Parking Identification
FRONT
Side View
PARK.3.2
Parking Identification
(Mount to Existing Pole)
PARK.5
Parking Garage Identifrication
(Flag Mounted)

P
PUBLIC
PARKING
CIVIC CENTER
LOT
OXNARD
PARKING
ONLY
MINIMUM
FINE $250

SIGN LOCATION PLANS

GOVERNMENT

Colonia Branch Library

Civic Center

Downtown Post Office

Main Post Office

Naval Base / Seabee Museum

South Oxnard Branch Library

Downtown Library

South Oxnard Post Office

ZONES

Beaches/Harbor

Downtown

La Colonia

EDUCATION

Oxnard College

HISTORIC SITES

Carnegie Art Museum

Heritage Square

Historic District

Historic Farm Park

TRANSPORTATION

Channel Islands Harbor

Oxnard Airport

Oxnard Transit Center

COMMERCIAL

Marine Emporium Landing

The Collection

CULTURAL/ INST.

Channel Islands Maritime Mus

Colonia Recreation Ctr

Palm Vista Senior Center

Police Activities League

Performing Arts Center

South Oxnard Center

Wilson Senior Center

New Senior Ctr Name TBD

Mullin Auto Museum

PARKS & RECREATION

College Park

Del Sol Stadium

Hollywood Beach

Veterans Memorial Gym

Mandalay Beach

'olol'koy Beach Park

Ormond Beach

Plaza Park

River Ridge Golf Club

Seabridge Marina

Silver Strand Beach

Tennis Center

Baseball Fields

College Park Soccer Fields

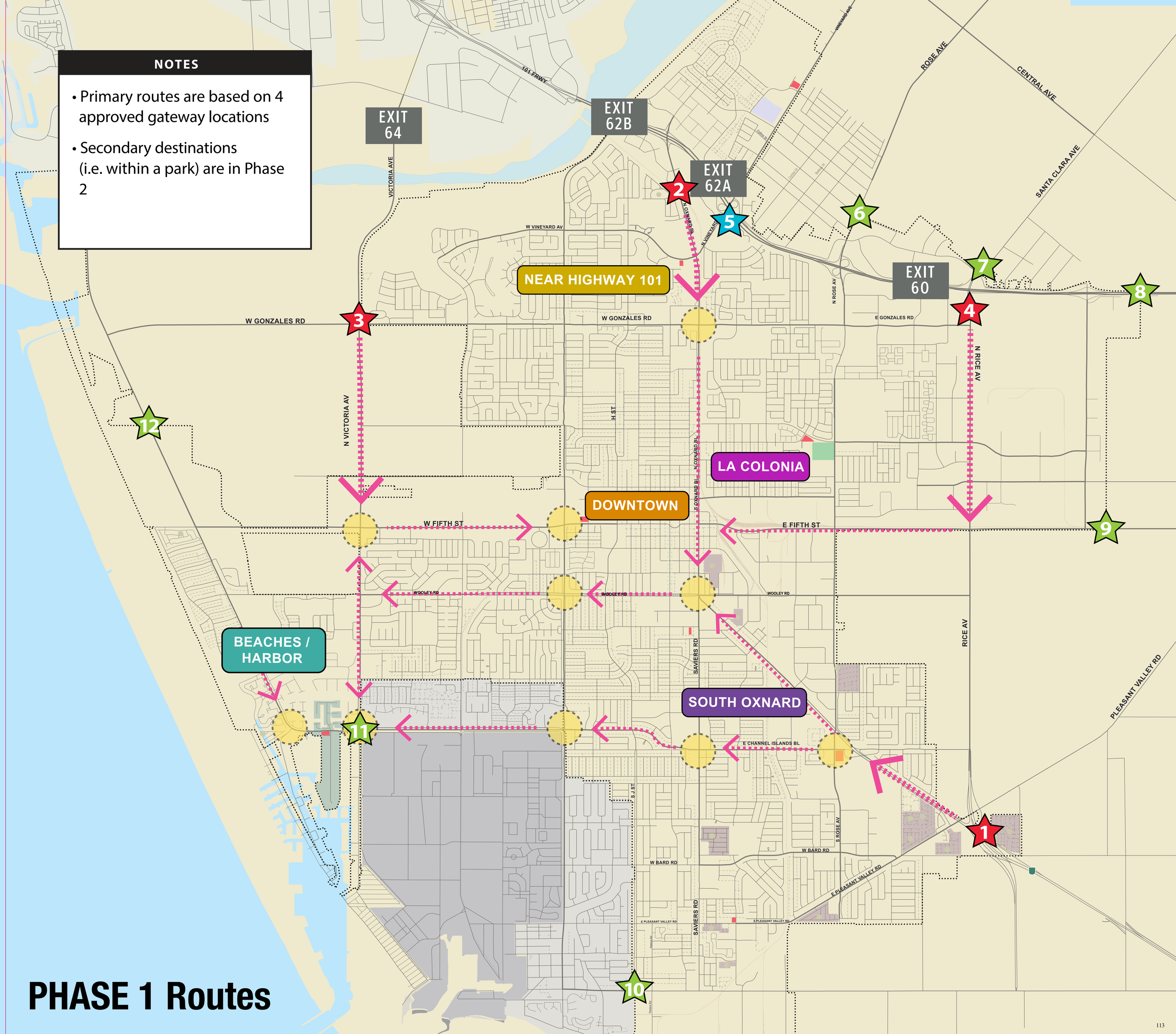
Skate Park

South Oxnard Aquatic Center

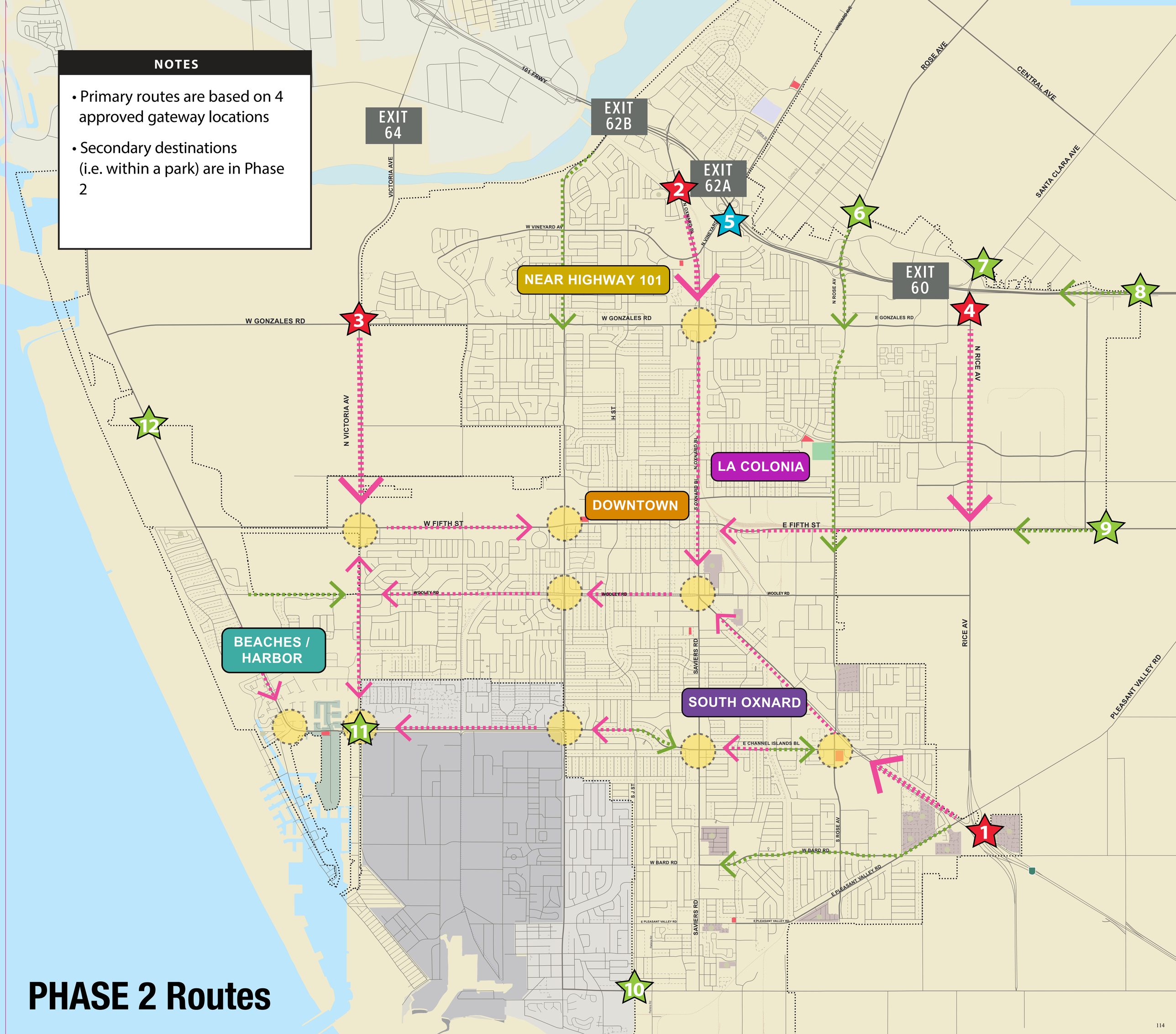
La Colonia Skate Park

NOTES

- Primary routes are based on 4 approved gateway locations
- Secondary destinations (i.e. within a park) are in Phase 2



PHASE 1 Routes



PHASE 2 Routes

OXNARD, CA
Wayfinding & Signage Program

PROGRAMMING:
Sign Location Plan

Secondary V1

January 10, 2024

merje

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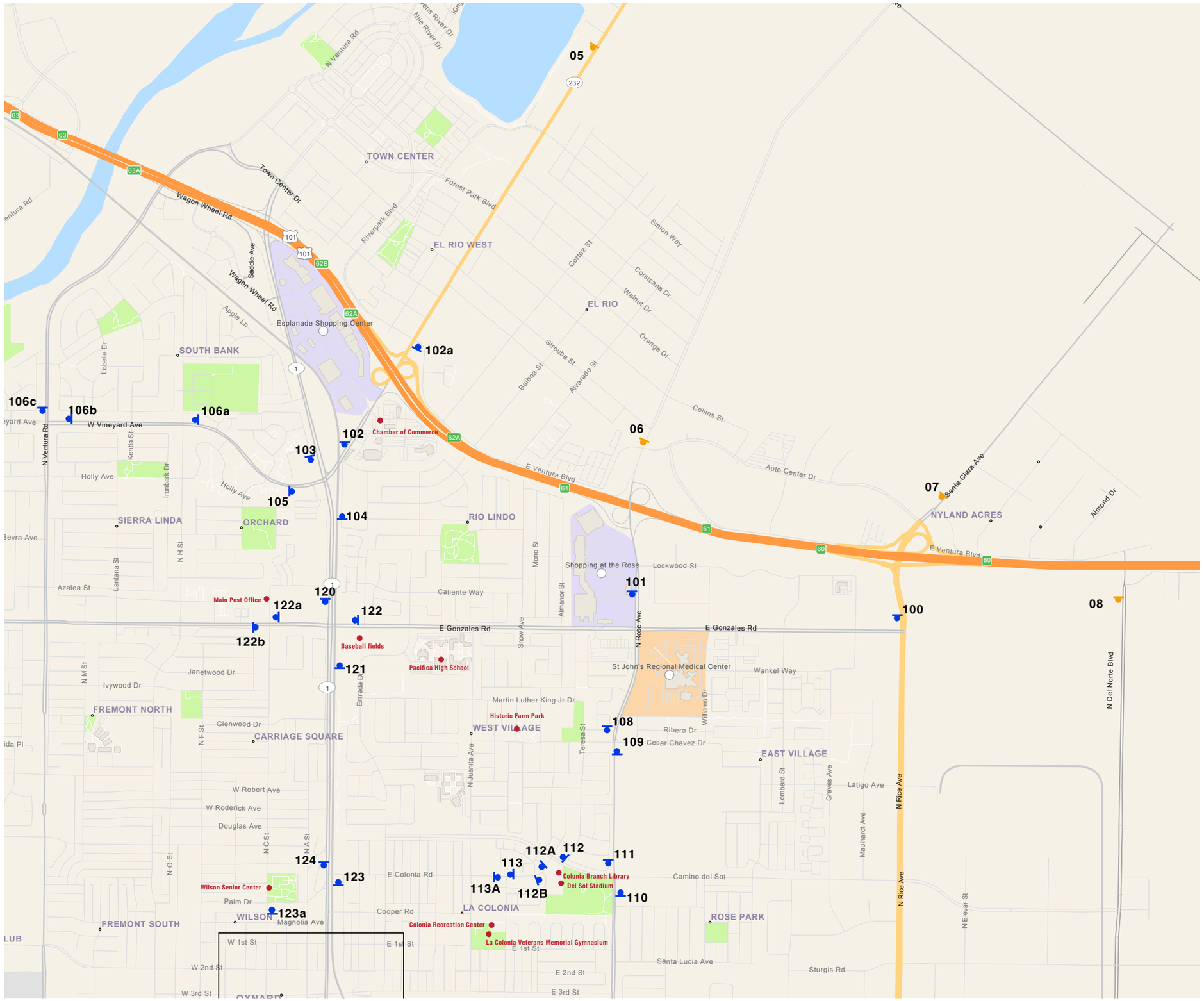

SPECIFICATIONS

Refer to the Oxnard Wayfinding and Signage System design intent documentation for sign type drawings, material call-outs and installation methods.

Refer to the Oxnard Wayfinding and Signage System message schedule for all sign type messages, location numbers, quantities, and specific location details.

SIGNAGE LEGEND	
05 - 11	Secondary Gateways)
100	Vehicular Directional
500	Parking (not shown)
600	Pedestrian Kiosks
700	Pedestrian Directional

NOTES:
1. General sign locations are provided on these plan sheets.
2. The Message Schedule provides more detailed guidance of sign location in the Remarks column.
3. Refer to the Message Schedule for the final messages of each sign.
4. Utilize the above Legend to help determine sign types, and other details of location.

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REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.2

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Oxnard, CA
Wayfinding and Signage System

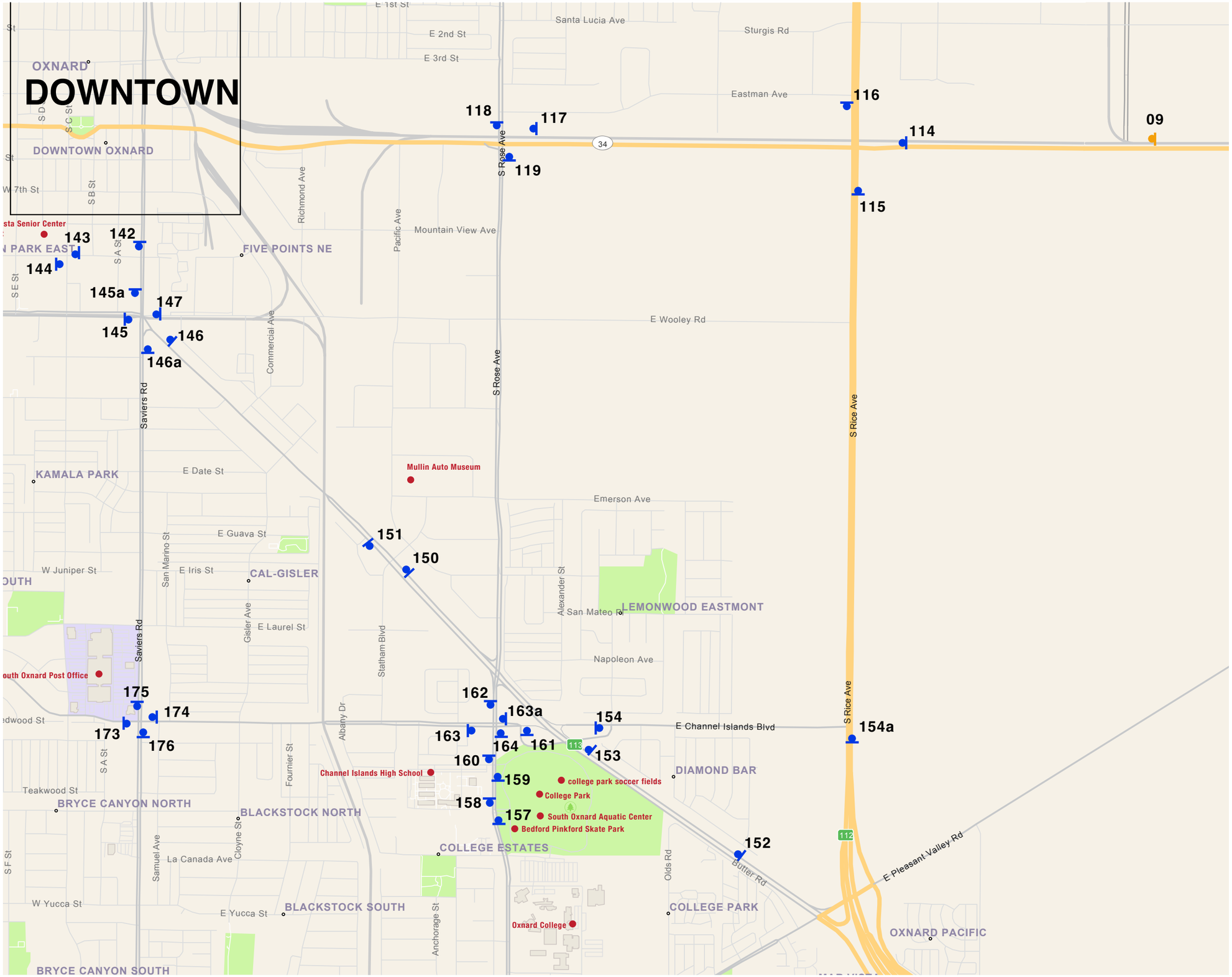
PROJECT NO.

SHEET TITLE

Sign Location Plans
)

SHEET NO.

SL.3



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Oxnard, CA
Wayfinding and Signage System

PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.4

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Oxnard, CA
Wayfinding and Signage System

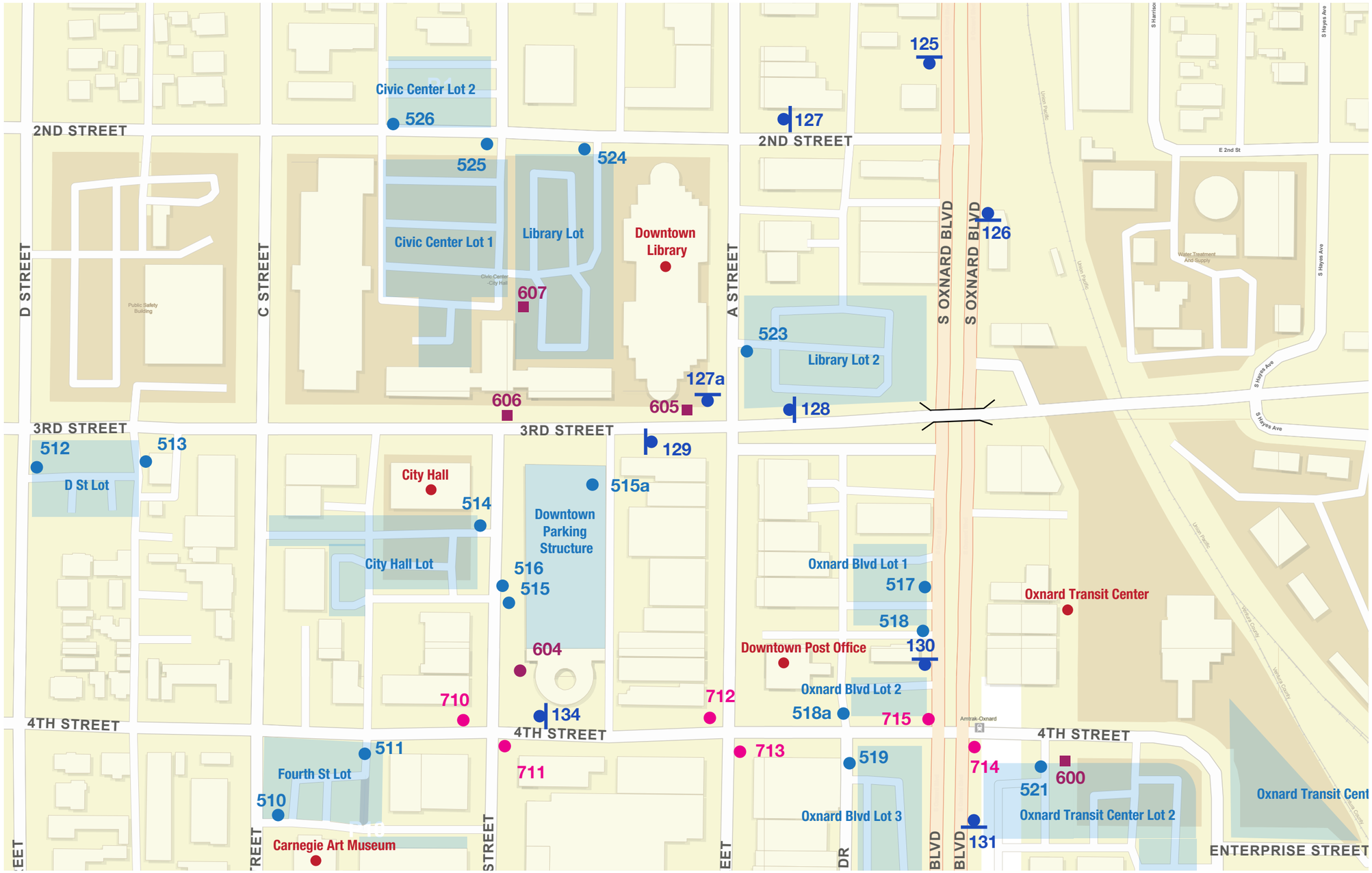
PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.7



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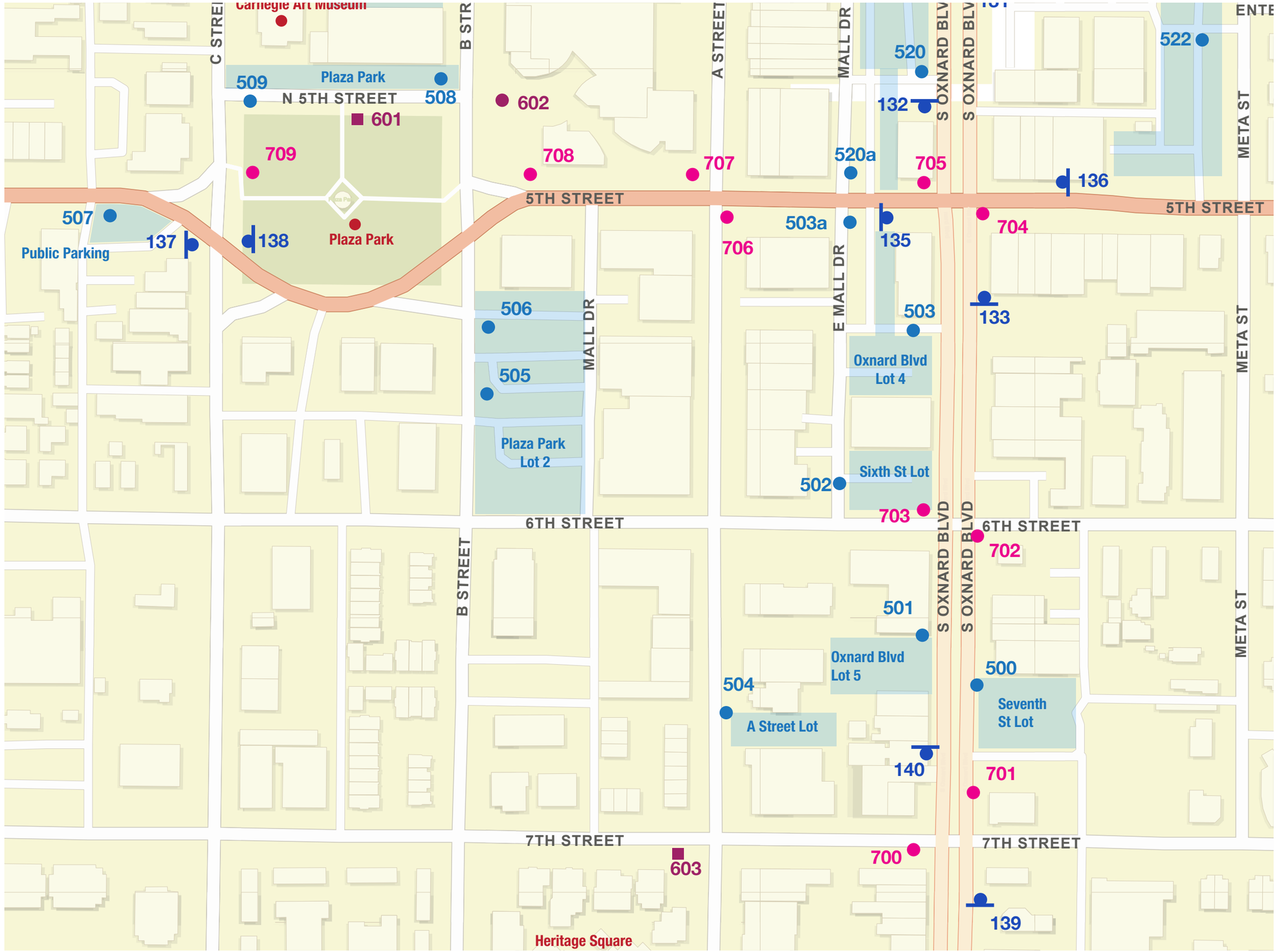
SHEET NO.

SL.8



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Wayfinding and Signage System

PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.9

OXNARD WAYFINDING PROGRAM

Design Process

- 3 Design Options Reviewed by Steering Committee & Stakeholders
- Selected Design is being presented
- Coordinated with Gateway Program

Sign Planning

- Reviewed by Steering Committee & Stakeholders
- Secondary Gateways, Vehicular Signs, Pedestrian Signs, Kiosk & Parking

Next Steps

- CalTrans Review
- Field Survey of Locations
- Documentation & Engineering
- Bidding & Implementation

merje

THANK YOU

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

REPORTS
AGENDA ITEM NO. D.3

DATE: January 23, 2024

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

FROM: Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Oxnard 311 Performance Report. (20 minutes)

RECOMMENDATION

That the City Council receive an update on the year 7 (and first half of year 8) performance of the Oxnard 311 Constituent Relationship Management System.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ig4yHF-Z90g

BACKGROUND

Oxnard 311 is the City's Constituent Relationship Management (CRM) software, which allows residents within the City to report a variety of issues using the mobile phone application or website. During the first 7.5 years of availability, the Oxnard 311 mobile app has been downloaded 18,315 times and has been used to process approximately 150,593 service requests. The Oxnard 311 system allows residents to see live updates, track the status of their requests, and communicate directly to staff through in-app messaging. The Oxnard 311 system empowers resident guardianship and involvement in the community while increasing transparency and accountability of City staff.

DISCUSSION

The Oxnard 311 system completed its seventh full year of service at the end of April 2023. The following discussion focuses on performance trends and metrics from each full service year (May through April) and the first half of service year 8 (May 2023 through October 2023).

1. Application Downloads

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

	Year 1	Year 2	Year 3	Year 4*	Year 5	Year 6	Year 7	Year 8 (First Half)	Total

Downloads	2,139	1,995 (6.7% decrease compared to year one)	2,151 (7.8% increase compared to year two)	2,186 (1.6% increase compared to year three)	2,154 (1.5% decrease compared to year four)	3,007 (40% increase compared to year five)	3,156 (5% increase compared to year six)	1,527 (52% increase compared to year seven if first half trends continue)	18,315

Please note that the year four report contained an error on the number of downloads for both year 4 and the first half of year 5. Staff had discovered an error with the service the City uses for tracking download statistics. In December of 2019, the service no longer reported the number of Apple iOS downloads. Staff have since corrected this issue and the app download statistics have been updated in this report.

2. Requests Submitted

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

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)	Total
Requests Submitted	7,900	15,435 (95% increase compared to year one)	17,704 (14% increase compared to year two)	18,784 (6% increase compared to year three)	22,747 (21% increase compared to year four)	26,750 (18% increase compared to year five)	26,135 (2.3% decrease compared to year six)	15,138 (42% increase compared to year seven if first half trends continue)	150,593

3. Performance Evaluation

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

The following section covers performance statistics for each of the request types. Each request type is presented in descending order by the total number of requests. Beyond number of requests, staff identified for each request type the percentage of requests completed on time, service level goal per year, and average completion time per year.
The Oxnard 311 system had slight database issues during the first three years that added a small margin of error to the performance statistics. City staff have resolved this issue, and the performance stats from service years 4 and onward are accurate.

In all cases, “days” refers to City working days and does not include weekends. The performance information is

also summarized in the table at the end of this section of the report.

A. Illegal Dumping

Total number of requests in the first 7.5 years: 49,369 (33.0% of all requests)

Percentage of requests completed on time in the first 7.5 years: 78.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	3 days	3 days	3 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	2,371	5,470	6,433	6,556	8,616	10,059	6,376	3,488
Average	4.4 days (delayed by 467% over service goal)	8.6 days (delayed by 186.7% over service goal)	2.7 days (exceeded service goal by 10%)	5.5 days (delayed by 84.8% over service goal)	3.5 days (delayed by 17.4% over service goal)	1.2 days (exceeded service goal by 60%)	2.1 days (exceeded service goal by 30%)	2.1 days (exceeded service goal by 30%

Public Works staff is committed to the cleanup of illegal dumping all over the City. The three-day service level goal has been met since Year 6.

B. Graffiti

Total number of requests in the first 7.5 years: 36,770 (24.6% of all requests)

Percentage of requests completed on time in the first 7.5 years: 93.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	3 days	3 days	3 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	1,840	2,971	3,994	4,832	5,555	6,340	6,740	4,498
Average	1,7 days (exceeded service goal by 43.3%)	1.1 days (exceeded service goal by 63.3%)	1.8 days (exceeded service goal by 40%)	2.0 days (exceeded service goal by 32.4%)	2.3 days (exceeded service goal by 23.4%)	2.4 days (exceeded service goal by 20%)	2.6 days (exceeded service goal by 13.3%)	1.9 days (exceeded service goal by 36.6%)

Public Works staff is dedicated to removing graffiti on public property, and Code Enforcement staff is committed to working with owners of private property with graffiti. They have collectively met their service

level goal throughout the duration of the 311 app.

C. Abandoned Vehicles

Total number of requests in the first 7.5 years: 17,013 (11.4% of all requests)

Percentage of requests completed on time in the first 7.5 years: 88.5%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	14 days	14 days	14 days	14 days	14 days	14 days	14 days	14 days
Number of Requests	700	1,671	1,774	2,073	2,564	2,832	3,405	1,994
Average	12.2 days (exceeded service goal by 12.9%)	9 days (exceeded service goal by 35.7%)	9.3 days (exceeded service goals by 33.6%)	9.9 days (exceeded service goals by 29.4%)	9.2 days (exceeded service goal by 34.5%)	9.1 days (exceeded service goal by 35%)	8.1 days (exceeded service goal by 42.1 %)	7.8 days (exceeded service goal by 44.3 %)

Staff from Traffic Enforcement and Code Enforcement are assigned abandoned vehicle requests on public and private property, respectively. Staff from Traffic Enforcement has met their service level goal; the average abandoned vehicles on public property response time for service year 7 was 7.6 days and for the first half of service year 8 was 7.5 days.

However, on the Code Enforcement side, the average abandoned vehicles on private property response time for service year 7 was 16.7 days and for the first half of service year 8 was 17.6 days. The delay is due to staffing. The City had 3 vacant inspector positions open at the start of 2022, and during the year, also lost the manager and an administrative position who monitored and assigned many of the 311 calls. This was on top of the dedication of one inspector and the remaining administrative position to the Measure O Safe Homes Safe Families program. So effectively, the City only had 5 inspectors to carry the work load typically covered by 9 FTEs. The delays are consistent with 44% of staff positions remaining unfilled or re-assigned. The City has hired two new inspectors just recently. Once we get back up to full staffing, the response times should improve.

D. Overgrown Landscape

Total number of requests in the first 7.5 years: 6,357 (4.2% of all requests)

Percentage of requests completed on time in the first 7.5 years: 72.1%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days

Number of Requests	313	891	902	898	936	873	840	704
Average	73.7 days (delayed by 22.8% over service goal)	92.5 days (delayed by 54.2% over service goal)	75.1 days (delayed by 25.2% over service goal)	36.7 days (exceeded service goal by 38.8%)	47.0 days (exceeded service goal by 21.6%)	43.2 days (exceeded service goal by 28%)	31.5 days (exceeding service goal by 47.5%)	24.8 days (exceeded service goal by 59%)

Public Works is utilizing on-call contractor services to continue addressing overgrown landscape requests that were previously addressed by the County Work Release Program. Since the County program ($550 per day) is no longer available, the use of on-call contractor services have improved response times, but at significantly higher costs of up to $8,000 per day. The Parks Division has also developed a 311 crew with dedicated staff assigned to respond to non-irrigation related 311 requests. They have exceeded their service goal since Year 4 and with the additional support of contract services, we anticipate the number of overgrown landscape requests to continue to decrease over time.

E. General Questions

Total number of requests in the first 7.5 years: 5,426 (3.6% of all requests)

Percentage of requests completed on time in the first 7.5 years: 60.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	15 days	15 days	15 days	15 days	15 days	15 days	15 days	15 days
Number of Requests	413	668	709	742	881	818	814	381
Average	41.5 days (delayed by 176.7% over service goal)	45.9 days (delayed by 206% over service goal)	42.2 days (delayed by 181.3% over service goal)	30.7 days (delayed by 104.7% over service goal)	15.2 days (delayed by 1.6% over service goal)	20 days (delayed by 33.3% over service goal)	21.6 days (delayed by 44% over service goal)	12.6 days (exceeded service goal by 16%)

This category is a catch-all so residents can submit requests that otherwise do not fit into one of the existing categories. Sample submissions include trash or furniture in the alleyways, code compliance concerns regarding blocked street parking, loud noise, overgrown trees, broken gates and fences, maintenance in general and special district parks, broken playground equipment in parks, multiple families living in one house, and unauthorized street vendors. There are some instances where a submission is made to General Questions rather than to the correct other category. Staff responsible for the General Questions category often receive a request and reassign it to the appropriate staff in another department, which may delay the process. However, in the first half of year 8, staff responsible for this category have been following up more often with the staff handling the reassignment, which has yielded success. We expect the average results of year 8 to continue to be below

the 15-day goal as staff fielding these questions will be following up more frequently with those who have overdue requests.

F. Potholes

Total number of requests in the first 7.5 years: 5,112 (3.4% of all requests)

Percentage of requests completed on time in the first 7.5 years: 49.0%

	Year 1	Year 2 (First Half)	Year 2 (Second Half)	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	150 days	15 days	30 days	30 days	35 days	35 days	35 days	35 days	35 days
Number of Requests	592	646		717	759	493	687	817	397
Average	73.3 days (exceeded service goal by 51.2%)	110.6 days (delayed by 637% over service goal)	118.6 days (delayed by 295% over service goal)	81.7 days (delayed by 172.2% over service goal)	100.1 days (delayed by 186.1% over service goal)	135.9 days (delayed by 288.2 over service goal)	49.3 days (delayed by 40.9% over service goal)	28 days (exceeded service goal by 20%)	16.4 days (exceeded service goal by 53.1%)

In September 2021, Public Works' Streets Division hired seven maintenance workers and purchased two asphalt patch trucks for pothole repairs with Measure E funding. Since September, Public Works has assigned staff to specifically address potholes on a daily basis. The two pothole patch trucks were received in June 2023 and were put into action in July 2023. These trucks will continue to assist in our responses to 311 requests.

G. Water Waste and Leaks

Total number of requests in the first 7.5 years: 3,879 (2.6% of all requests)

Percentage of requests completed on time in the first 7.5 years: 60.9%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	4 days	4 days	4 days	4 days	4 days	4 days	4 days	4 days
Number of Requests	133	310	321	326	454	546	1,535	254
Average	25.7 days (delayed by	42.9 days (delayed by	47.1 days (delayed by 1,077.5	12.5 days (delayed by	8.9 days (delayed by	17.6 days (delayed by 340%	4.9 days (delayed by 22.5%	7.4 days (delayed by 85%

	542.5% over service goal)	972.5% over service goal)	% over service goal)	211.3% over service goal)	123.1% over service goal)	over service goal)	over service goal)	over service goal)

During the third year performance report, City staff identified workflow issues within the system that were preventing requests from being assigned to the correct person. Staff responded by developing complex assignment logic within the 311 system to automatically assign requests to appropriate personnel based on the location of the issue and the type of equipment causing the water waste or leak. Response times were reduced dramatically from 47.1 days in the third year to 17.6 days in the sixth year. Staff has continued to make progress, yet we still exceed the 4-day response goal.

In Year 7, the Water Division assisted with coordinating irrigation audits at 22 parks between April and June of 2022. Once completed, staff used the findings of the irrigation audits to prioritize the irrigation repairs based on the estimated water waste per park. Staff utilized contractor services to complete all of the irrigation repairs within the 22 parks that were audited. Additionally, 1,535 requests were completed within an average of 4.9 days. The number of requests was a result of the drought restrictions and the community outreach that requested residents to report any irrigation leaks through 311.

After the first half of Year 8, we are projecting over 500 requests in the service year. Currently, the response is averaging 7.4 days. The number of days is trending higher from the previous year as a result of vacant positions in the Parks Division, including the Parks Manager. The appropriate remaining staff members are now focused on ensuring that completed 311 requests are being closed out in a timely manner after the work has been completed.

H. Trash and Recycling Service

Total number of requests in the first 7.5 years: 3,810 (2.5% of all requests)

Percentage of requests completed on time in the first 7.5 years: 71.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	2 days	2 days	2 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	126	320	313	313	513	649	1,023	510
Average	4.3 days (delayed by 115% over service goal)	4.5 days (delayed by 125% over service goal)	7.5 days (delayed by 275% over service goal)	2.4 days (exceeded service goal by 18.8%)	1.7 days (exceeded service goal by 44.5%)	4.0 days (delayed by 33.3% over service goal)	3.0 days (met service goal)	3.2 days (delayed by 6.6% over service goal)

There was a significant increase in this type of requests from year 1 to year 6. These requests are exclusively related to Environmental Resources collection operations for missed pickups or repairs on residential trash carts and commercial bins. Staff exceeded their performance goal in service year 5, faced delays in year 6, and met

the performance goals for year 7. In the first half of year 8 the total number of requests continues to trend very high compared to the totals for years 1 through 6. The average response time in the first half of year 8 is slightly over the goal and is attributed to staff spending more time to identify root causes (container not out or blocked, defective cart lid batch, driver error, etc.) for the missed service or repairs to residential carts and commercial bins; in an effort to reduce the number of misses and damages reported.

I. Litter

Total number of requests in the first 7.5 years: 3,614 (2.4% of all requests)

Percentage of requests completed on time in the first 7.5 years: 64.0%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	3 days	3 days	3 days	10 days	10 days	10 days	10 days	10 days
Number of Requests	373	451	347	385	498	531	634	395
Average	14.6 days (delayed by 386.7 over service goal)	24.7 days (delayed by 723.3% over service goal0	20.3 days (delayed by 573.7% over service goal)	12.2 days (delayed by 21.7% over service goal)	17.1 days (delayed by 71% over service goal)	9.2 days (exceeded service goal by 8%	9.2 days (exceeded service goal by 8%)	7.5 days (exceeded service goal by 25%)

Staff from Parks/ER and Code Enforcement are assigned litter requests on public and private property, respectively. Staff from Parks/ER has met their service level goal; the average litter on public property response time for service year 7 was 7.3 days and for the first half of service year 8 was 5.3 days.

However, on the Code Enforcement side, the average litter on private property response time for service year 7 was 20.2 days and for the first half of service year 8 was 20 days. Just as in abandoned vehicles on private property, the delay is due to staffing. The City had 3 vacant inspector positions open at the start of 2022, and during the year, also lost the manager and an administrative position who monitored and assigned many of the 311 calls. This was on top of the dedication of one inspector and the remaining administrative position to the Measure O Safe Homes Safe Families program. So effectively, the City only had 5 inspectors to carry the work load typically covered by 9 FTEs. The delays are consistent with 44% of staff positions remaining unfilled or re-assigned. The City has hired two new inspectors just recently. Once we get back up to full staffing, the response times should improve.

J. Homeless Encampment

Total number of requests in the first 7.5 years: 3,440 (2.3% of all requests)

Percentage of requests completed on time in the first 7.5 years: 99.0%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	NA	NA	NA	21 days	21 days	21 days	21 days	21 days
Number of Requests	NA	NA	NA	7	561	827	1,249	796
Average	NA	NA	NA	7.6 days (exceeded service goal by 63.9%)	6.6 days (exceeded service goal by 68.4%)	4.6 days (exceeded service goal by 78.1%)	3.4 days (exceeded service goal by 83.8%)	3.5 days (exceeded service goal by 83.3%)

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

K. Animal Safety

Total number of requests in the first 7.5 years: 3,246 (2.2% of all requests)

Percentage of requests completed on time in the first 7.5 years: 83.8%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	2 days	2 days	2 days	7 days	7 days	7 days	7 days	7 days
Number of Requests	103	217	308	213	216	785	794	610
Average	7.3 days (delayed by 265% over service goal)	8.3 days (delayed by 315% over service goal)	5.8 days (delayed by 190% over service goal)	6.8 days (exceeded service goal by 3.4%)	2.8 days (exceeded service goal by 60.5%)	2.2 days (exceeded service goal by 68.6%)	2.4 days (exceeded service goal by 65.7 %)	1.8 days (exceeded service goal by 74.2%)

Staff requested, and was granted, an extension of their service goal from 2 days to 7 days to more appropriately reflect the workflow related to animal safety requests. Staff have exceeded their performance goal since that extension was granted in year 4.

L. Sidewalk Repair

Total number of requests in the first 7.5 years: 2,775 (1.9% of all requests)

Percentage of requests completed on time in the first 7.5 years: 55.1%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	241	687	410	427	252	259	324	175
Average	116 days (delayed by 93.3% over service goal)	121.9 days (delayed by 103.2% over service goal)	58.7 days (exceeded service goal by 2.2%)	65.3 days (delayed by 8.8% over service goal)	43.1 days (exceeded service goal by 28.17%)	34 days (exceeded service goal by 43.3%)	41.5 days (exceeded service goal by 30.8%)	33.6 days (exceeded service goal by 44%)

Public Works Streets Division staff has steadily improved its response to this type of request since the first two service years and has exceeded the service level goal since Year 5. The limited number of Streets Maintenance Staff has to prioritize among many things (pothole repair, sidewalk repair, weed abatement, sign replacements, pavement markings, etc) and do so as best as possible to address 311 requests. Despite having several vacancies in this Division, staff has been able to exceed the goal set for this category.

M. Traffic - General Issues

Total number of requests in the first 7.5 years: 2,116 (1.4% of all requests)

Percentage of requests completed on time in the first 7.5 years: 77.9%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	15 days	15 days	15 days	18 days	18 days	18 days	18 days	18 days
Number of Requests	11	53	174	185	285	456	594	358
Average	384.7 days (delayed by 2464.7% over service goal)	40.5 days (delayed by 170.0% over service goal)	18.2 days (delayed by 21.3% over service goal)	19.1 days (delayed by 6% over service goal)	27.1 (delayed by 50.7% over service goal)	26.7 days (delayed by 48.3% over service goal)	11 days (exceeded service goal by 38.8%)	9.5 days (exceeded service goal by 47.2%)

A modified approach to 311 requests was implemented in year 6 with 311 requests that require substantial field investigation or follow up study being moved into the traffic request process to monitor requests. This should assist in closing out standard 311 requests to meet the objectives and still track and process major complex requests as they are submitted. Adjustments to the process have resulted in seeing a measurable improvement in this area in year 7 and the first half of year 8. The amount of requests have increased, potentially due to traffic staff attending Neighborhood Council Meetings starting in year 7 to provide information about the new Speed Hump Program. Many requests are brought up at the meetings, and staff encourage the public to utilize the 311 system.

N. Streetlight Out

Total number of requests in the first 7.5 years: 1,926 (1.3% of all requests)

Percentage of requests completed on time in the first 7.5 years: 71.4%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	15 days	15 days	15 days	15 days	15 days	15 days	15 days	15 days
Number of Requests	128	234	213	255	317	355	286	138
Average	123.6 days (delayed by 724% over service goal)	55.9 days (delayed by 272.7% over service goal)	28.5 days (delayed by 90% over service goal)	19.1 days (delayed by 27.6% over service goal)	7.0 days (exceeded service goal by 53.2%)	16.8 days (delayed by 12% over service goal)	32.9 days (delayed by 119.3% over service goal)	20.7 days (delayed by 38% over service goal)

City staff continues to assist with Southern California Edison (SCE) street light outages City-wide. Approximately 96% of the street lights within the City limits are owned and maintained by SCE. Once an outage is received, it is reported to SCE and the 311 request is closed. City street-owned lighting outages are reported to the appropriate division for repairs. Depending on the complexity of the repair and parts needed, a delay may occur due to contractor scheduling or material availability. The goal was not obtained in year 6 due to other planned and unplanned work for staff, including safety related transportation improvements and traffic signal repairs with higher priority than illumination outages. This trend continued in year 7, which was also exacerbated by supply chain and materials delays. Staff will examine the possibility of a new CIP project to evaluate streetlight infrastructure citywide and develop a program to replace older light poles and a routine maintenance program, should General Funds be made available through the budget process.

O. Street Signs

Total number of requests in the first 7.5 years: 1,592 (1.1% of all requests)

Percentage of requests completed on time in the first 7.5 years: 77.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	86	221	185	200	247	250	276	127
Average	70.5 days (delayed by 17.5% over service goal)	60.9 days (delayed by 1.5% over service goal)	32.3 days (delayed by 46.2% over service goal)	46.6 days (delayed by 22.3% over service goal)	24.8 days (delayed by 58.7% over service goal)	35.7 days (delayed by 40.5% over service goal)	15.7days (delayed by 73.8% over service goal)	12.3 days (exceeded service goal by 79.5%)

The City has contracted with a sign vendor that supplies and makes signs, which has improved the response time for the repair and replacement of signs. Staff have been exceeding their performance goals consistently since Year 3.

P. Special Districts (formerly called Assessment Districts)

Total number of requests in the first 7.5 years: 1,381 (0.9% of all requests)

Percentage of requests completed on time in the first 7.5 years: 62.4%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	21 days	21 days	21 days	21 days	21 days	21 days	21 days	21 days
Number of Requests	190	229	211	211	124	189	135	92
Average	18.9 days (exceeded by 10% over service goal)	31.6 days (delayed by 50.5% over service goal)	58.6 days (delayed by 179% over service goal)	17.9 days (exceeded by 14.8% service goal)	15.4 days (exceeded by 26.8% service goal)	31.7 days (delayed by 51% over service goal)	91.5 days (delayed by 336% over service goal)	23.2 days (delayed service goal by 10.5%)

The goals for both years 4 and 5 were met. However, the goals for years 6, 7, and 8 have been delayed for the following reasons.

First, a majority of the requests are for tree trimming and root pruning services, which require significant funding to address. Staff developed FY 2023-24 budgets to include funding to address approximately 12,000 trees across 41 Special Districts ("Districts"). The City's contractor has already completed Landscape Maintenance District ("LMD") No. 31 (472 trees), LMD-36 (877 trees), and LMD-51 (437) trees. Therefore, staff has now closed 36 tree-related requests in those Districts. The remainder of the Districts are expected to receive tree maintenance service before June 30, 2024, and staff anticipates closing 65 additional tree-related

311 requests. LMDs 11, 23, 25, and 58 currently do not have funding available and staff are planning to address these tree requests in FY 2024-25.

In order to address future District-wide tree trimming within the LMDs, staff have developed a multi-year grid-pruning schedule that will work in tandem with the citywide grid-pruning program with FY 2026-27 being the next year of service for all LMDs. As authorized by Streets & Highway Code 22660(a), funding is anticipated to be collected each year leading to FY 2026-27 in order to provide specific funding for this service.

Individual tree service requests will be addressed in each fiscal year as funding is available.

Second, the Division has completed an analysis of authorized services and improvements throughout the LMDs. We found 45 sidewalk-related 311 requests that were not the responsibility of the Districts. Those 311s were transferred to the Streets Division. The seven remaining requests for sidewalk repairs will be addressed by Special Districts staff.

Finally, in an effort to get back below the 21 day goal, Special Districts has filled key positions, including two Project Managers and two Maintenance Specialist Senior positions - all critical to ongoing maintenance and operations. With the addition of regular and ongoing contract services to assist our crews, we anticipate the number of requests to decrease over time as we get a handle on the deferred maintenance. However, services will continue to be unavailable in some LMDs due to their assessment limitations and their limited available fund balance that is a result of their capped assessments. As such, any requests beyond the scheduled routine landscape maintenance services are not able to be performed in a timely manner, or at all, due to these LMDs being underfunded. Staff does not recommend using the General Fund to subsidize the underfunded Districts because it would result in an inequity to the funded Districts.

Q. Traffic - Signal Issues

Total number of requests in the first 7.5 years: 1,008 (0.7% of all requests)

Percentage of requests completed on time in the first 7.5 years: 50.2%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	3 days	3 days	3 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	176	135	136	132	101	103	138	87
Average	300.5 days (delayed by 9916.7% over service goal)	73.9 days (delayed by 2363.3% over service goal)	21.1 days (delayed by 603.3% over service goal)	23.8 days (exceeded service goal by 58.7%)	26.8 days (exceeded service goal by 78.7%)	22 days (exceeded service goal by 46.7%)	17.4 (exceeded service goal by 16%)	10 days (exceeded service goal by 33.3%)

The filling of vacant positions has helped decrease the time to respond to requests from year 6 to year 7; however, the number of requests has increased. This coupled with requests that require additional information

to resolve results in delays for year 7. Staff has been working to expand the 311 fields to gather more incident information so that our technicians can resolve issues faster. As can be seen by the first six months of year 8, the ability to fill some more of the vacant positions in Transportation Engineering has led to a better success rate.

R. Street Markings

Total number of requests in the first 7.5 years: 441 (0.3% of all requests)

Percentage of requests completed on time in the first 7.5 years: 72.2%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	27	61	61	72	54	70	54	42
Average	68.3 days (delayed by 13.8% over service goal)	78.9 days (delayed by 31.5% over service goal)	83.2 days (exceeded service goal by 38.7%)	31.2 days (delayed by 47.9% over service goal)	34.3 days (exceeded service goal by 42.8%)	37.4 days (exceeded service goal by 37.7%)	16.2 days (delayed by 73% over service goal)	16.8 days (exceeded service goal by 72%)

The Streets Division continues to improve their response time for service requests as well as making efforts to maintain pavement markings with in-house staffing and contracted work.

S. Curb and Gutter Repair

Total number of requests in the first 7.5 years: 400 (0.3% of all requests)

Percentage of requests completed on time in the first 7.5 years: 41.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	14	51	52	52	42	62	89	38
Average	205.7 days (delayed by 242.8% over	150.8 days (delayed by 151.3% over	58.1 days (exceeded service goal by 3.2%)	80.1 days (delayed by 33.5% over service goal)	37.9 days (exceeded service goal by 36.8%)	37.8 days (exceeded service goal by 36.8%)	80.5 days (delayed by 34.2% over service goal)	47.3 days (exceeded service goal by 21.2%)

	service goal)	service goal)						

In year 7, due to vacancies and the lack of qualified applicants, the Public Works Streets Division was operating with approximately 12 out of 18 of the fully authorized positions. The same staff that does curb/gutter repairs also does pothole repair, paving streets and alleys, signs and pavement markings, weed abatement, and beach sand removal from our street right of ways. Specifically, priority concentration for the concrete team and funding were directed towards sidewalk displacement grinds and the removal and replacement of sidewalk repairs as they could result in claims and/or litigation against the City more frequently than curb/gutter issues. The Division is continuing the process by filling vacancies which has shown a positive impact on the first half of year 8.

T. Technical Support & Questions

Total number of requests in the first 7.5 years: 99 (0.1% of all requests)

Percentage of requests completed on time in the first 7.5 years: 90.0%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	6 days	6 days	6 days	6 days	6 days	6 days	6 days	6 days
Number of Requests	20	13	9	10	17	11	8	11
Average	61.2 days (delayed by 920.0% over service goal)	6.7 days (delayed by 11.7% over service goal)	1.2 days (exceeded service goal by 80.0%)	8.8 days (delayed by 46.7% over service goal)	4.4 days (exceeded service level by 27.5%)	5.0 days (exceeded service level by 16.7%)	5.0 days (exceeded service level by 16.7%)	10 days (delayed by 66.7% over service goal)

For the majority of requests, staff has consistently met the service level goal. However, Oxnard 311 app software-related issues often take more time to resolve than the service level goal allows. For example, when a user submitted a request regarding issues with uploading pictures, Accela had to release a software update patch that took close to a month to develop and release. With these types of issues, City staff cannot process the request any faster.

Staff completed requests within the service level goal for years five and six. For year 7 and the first half of year 8, the IT Department experienced a major turnover in staff, which caused delays in meeting the service level goals. New leadership as well as some replacement staff has recently been added, and new processes are being put in place to ensure better responsiveness going forward.

Summary Table

A summary of the request types (in alphabetical order), their service level goals, and the performance for each service year can be found in the table immediately below. Each column of the table represents a different

service year. Each row represents a different request type. In each cell of the table, the “goal” represents the service level goal in that year for that request type, and each “avg” or “average” states the average completion time of staff in that year for that request type. For example, in Year 2 for abandoned vehicles, the table lists “Goal: 14 , Average: 9.” This means that in Service Year 2, the service level goal for abandoned vehicles was 14 working days, but staff was responsive to those requests on an average of 9 working days.

Category	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8 (First Half)	
	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg
Abandoned Vehicle	14	12.2	14	9	14	9.3	14	9.9	14	9.2	14	9.1	14	8.1	14	7.8
Animal Safety	2	7.3	2	8.3	2	5.8	7	6.8	7	2.8	7	2.2	7	2.4	7	1.8
Curb and Gutter Repair	60	205.7	60	150.8	60	58.10	60	80.1	60	37.9	60	37.8	60	80.5	60	47.3
General Questions	15	41.5	15	45.9	15	42.2	15	30.7	15	15.2	15	20	15	21.6	15	12.6
Graffiti	3	1.7	3	1.1	3	1.8	3	2	3	2.3	3	2.4	3	2.6	3	1.9
Homeless Encampment	NA	NA	NA	NA	NA	NA	21	7.6	21	6.6	21	4.6	21	3.4	21	3.5
Illegal Dumping	3	4.4	3.	8.6	3	2.7	3	5.5	3	3.5	3	1.2	3	2.1	3	2.1
Litter	3	14.6	3	24.7	3	20.3	10	12.2	10	17.1	10	9.2	10	9.2	10	7.5
Overgrown Landscape	60	73.7	60	92.5	60	75.1	60	36.7	60	47	60	43.2	60	31.5	60	24.8
Pothole	150	73.3	15/30*	113.4	30	81.7	35	100.1	35	135.9	35	49.3	35	28	35	16.4
Sidewalk Repair	60	116	60	121.9	60	58.7	60	65.3	60	43.1	60	34	60	41.5	60	33.6
Special Districts	21	18.9	21	31.6	21	58.6	21	17.9	21	15.4	21	31.7	21	91.5	21	23.2
Street Markings	60	68.3	60	78.9	60	83.2	60	31.2	60	34.3	60	37.4	60	16.2	60	16.8
Street Signs	60	70.5	60	60.9	60	32.3	60	46.6	60	24.8	60	35.7	60	15.7	60	12.3

Streetlight Out	15	123.6	15	55.9	15	28.5	15	19.1	15	7.0	15	16.8	15	32.9	15	20.7
Tech Support and Questions	6	61.2	6	6.7	6	1.2	6	8.8	6	4.4	6	5.0	6	5	6	10
Traffic-General Issues	15	384.7	15	40.5	15	18.2	18	19.1	18	27.1	18	26.7	18	11	18	9.5
Traffic - Signal Issues	3	300.5	3	73.9	3	21.1	15	23.8	15	26.8	15	22.0	15	17.4	15	10
Trash and Recycling Service	2	4.3	2	4.5	2	7.5	3	2.4	3	1.7	3	4.0	3	3.0	3	3.2
Water Waste and Leaks	4	25.7	4	42.9	4	47.1	4	12.5	4	8.9	4	17.6	4	4.9	4	7.4

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

4. Summary

A. Projected Future Use of Oxnard 311

Oxnard staff have communicated with other cities around the country that use the same CRM platform (Accela's PublicStuff) to estimate what future Oxnard 311 use could look like. Most cities reported a large increase in submitted requests between years one and two as more users discovered the system, which Oxnard experienced. The following years display steady request increases between 7 to 30%. Oxnard 311 growth appears to be close to following the same trend.

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

B. Changes to Technologically Improve the System

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

The new ERP system is taking multiple years to implement. As a temporary solution, the City's GIS Division has created custom work order systems to assist staff in responding to high volume request types. One component of these custom work order systems is computer generated smart routing for vehicle efficiency

when responding to requests throughout the City. This technology is still being refined and will ultimately save time and fuel while also reducing response time to requests.

C. Analysis

In both year 7 and the first half of year 8, staff met the service level goals in 12 categories: abandoned vehicles, animal safety, graffiti, homeless encampment, illegal dumping, litter, overgrown landscape, pothole, sidewalk repair, street markings, street signs, traffic - general issues. In just the first half of year 8, staff met the service level goal in another 3 categories. To continue meeting the goals in those three categories:

1. Regarding general questions, staff responsible for this category will follow up more frequently with staff handling the requests, thereby removing any delay.
2. Regarding traffic - signal issues, the first step is in the expansion of the 311 fields to gather more incident information so that our technicians can resolve issues faster. Also, filling more vacancies in Transportation Engineering will help reduce response times.
3. Regarding curb and gutter repair, a priority is placed on filling critical positions to ensure the same volume of work can be accomplished as was done in the first six months of year 8.

This leaves 5 request types for staff to focus on for the remaining months of year 8:

1. Regarding water waste and leaks, the delayed efforts are in the parks, and filling vacant positions including the Parks Manager will help; in the interim, the focus is on closing out 311 requests in a timely manner to achieve the 4-day goal.
2. Regarding trash and recycling services, staff will work to identify service issues to avoid missed pickups of residential carts and commercial bins and work to resolve the customers' service concerns within a three-day response time. To reduce the amount of 311 calls Environmental Resources gets for issues associated with cross-contamination and/or overflowing carts that cause litter, staff will continue educating residential and commercial customers on proper use of three-stream waste/recycle service.and, to encourage less contamination to the recycle streams in an effort to reduce litter around residential carts and trash enclosures.
3. Regarding streetlight out, staff will work to have inventory on-hand to avoid lengthy procurement times, while pursuing funding for a streetlight plan to identify the replacement needs for antiquated equipment.
4. Regarding Special Districts, staff transferred 45 sidewalk-related 311 requests to the Streets Division, completed 36 tree-related requests, and anticipates closing another 65 such requests by the end of the fiscal year. Special Districts has also filled key positions and added ongoing contract services to assist the crews. To address future tree trimming within the LMDs, staff have developed a multi-year grid-pruning schedule in conjunction with the citywide grid-pruning program. However, some 311 requests cannot be addressed until FY 2024-25 because those districts currently do not have sufficient funding from the annual assessments.
5. Regarding technical support and questions, new IT leadership, staff and processes should bring the response times back down below the goal on average.

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.

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.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Presentation

Oxnard 311 - Performance Update Report

Community Services, Public Safety, Housing & Development Committee

January 23, 2024

Rob Ruben, Chief Information Officer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee receive a City of Oxnard 311 constituent relationship management performance update for the period of service year seven (May 1, 2022, through April 30, 2023) and the first half of service year eight (May 1, 2023, through October 31, 2023), and recommend that the City Council receive the same update.

BACKGROUND

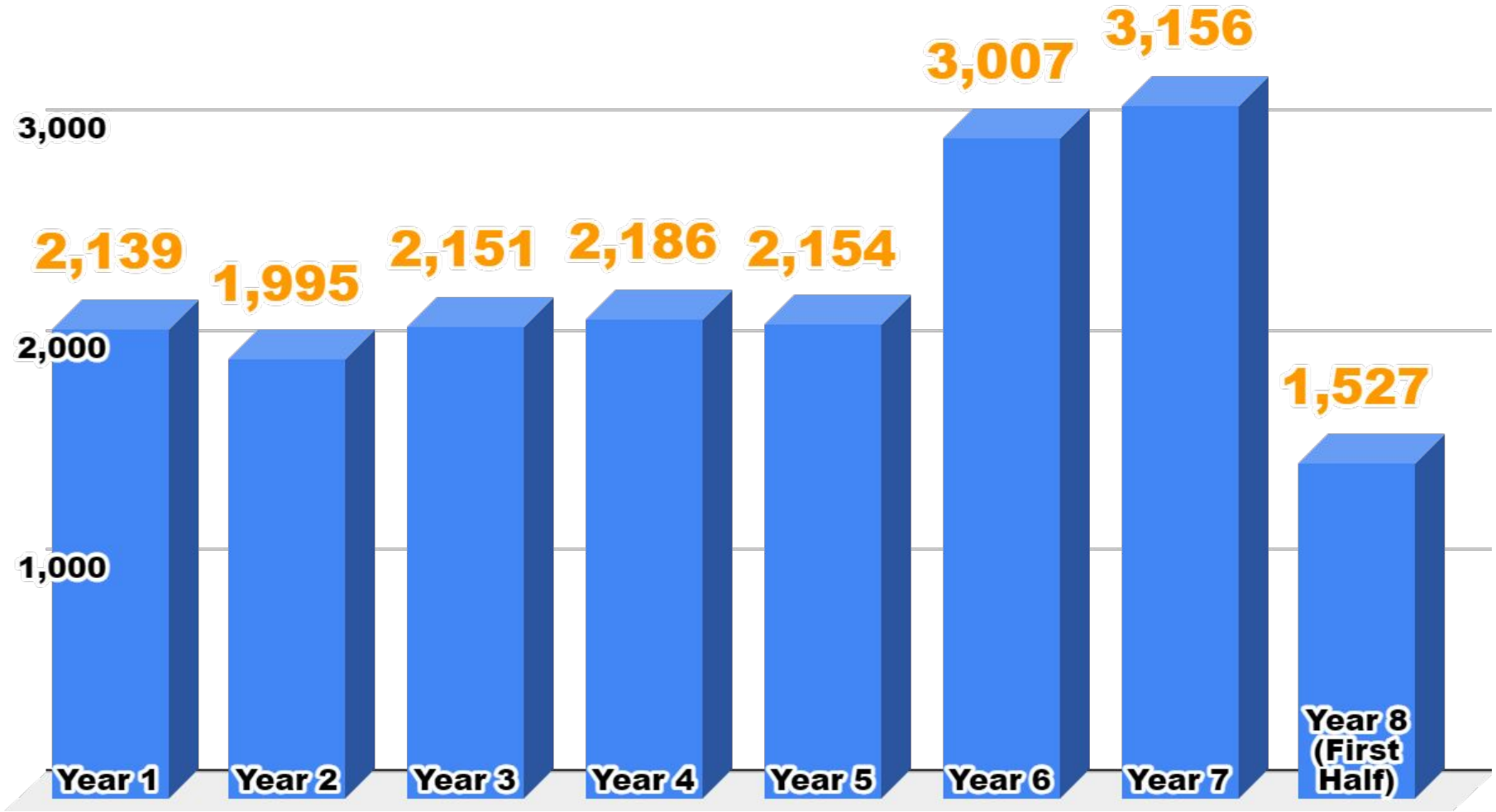
Launched

150,593

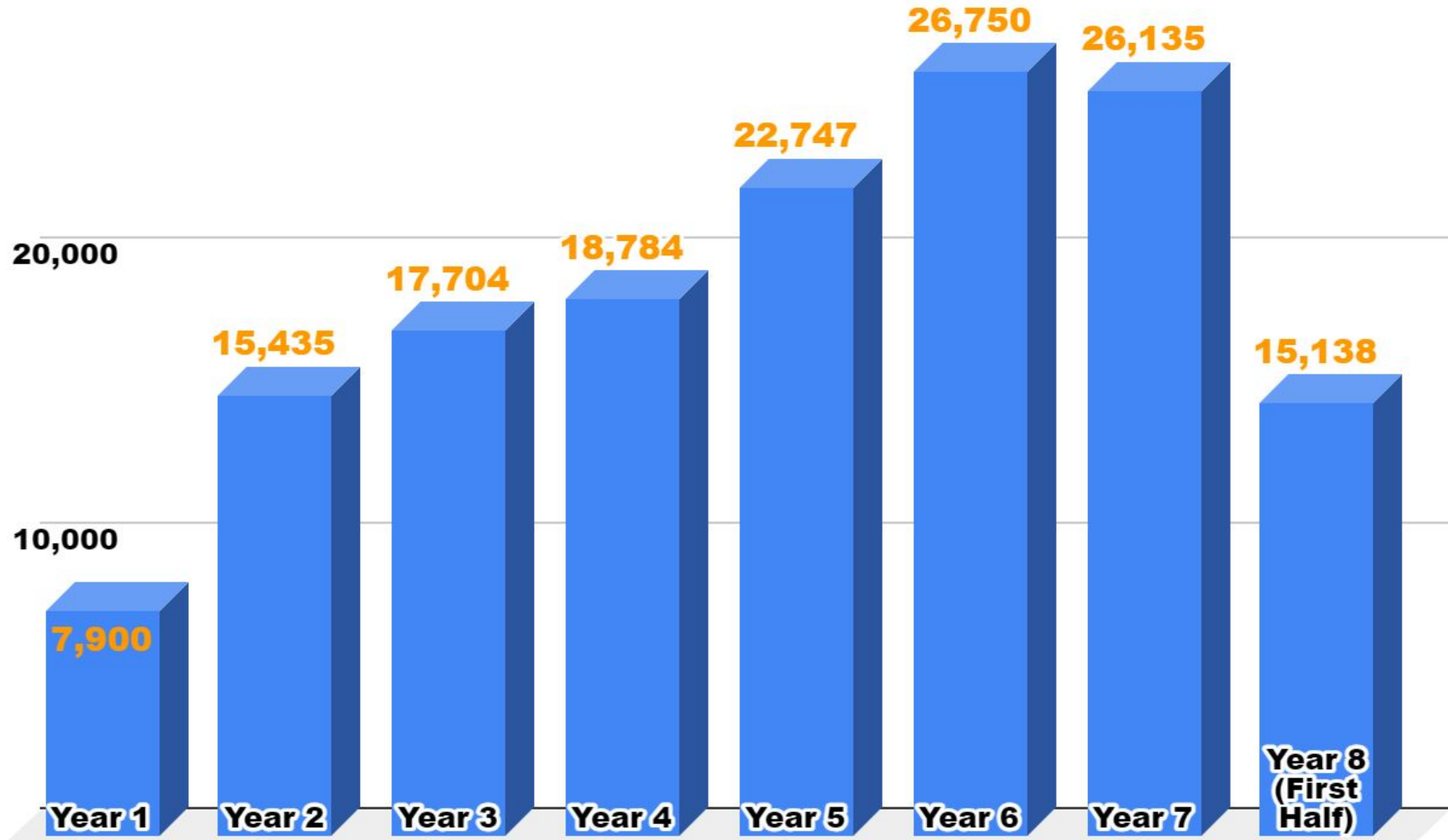
18,315

17 languages supported

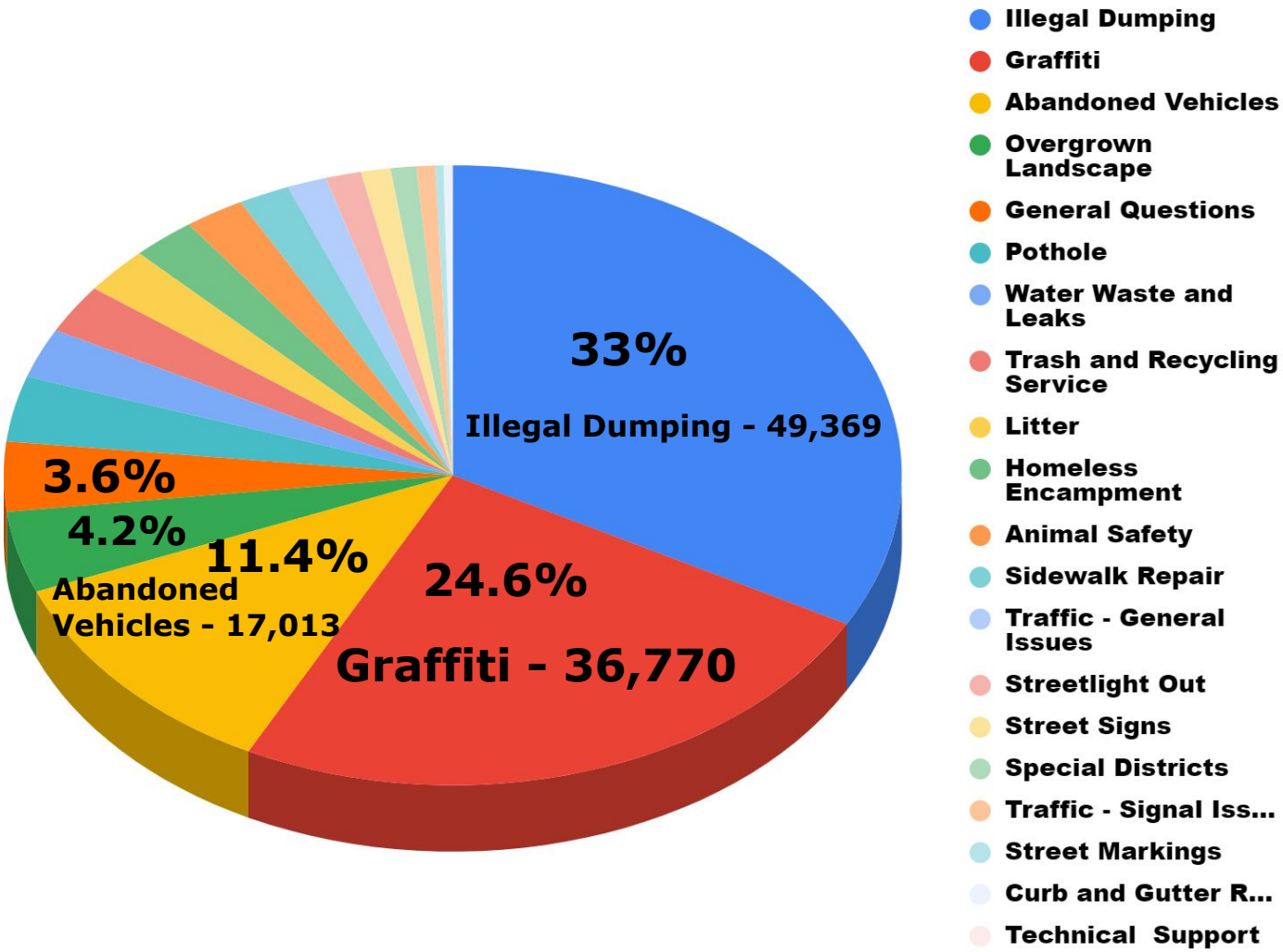
APP DOWNLOADS



REQUESTS SUBMITTED

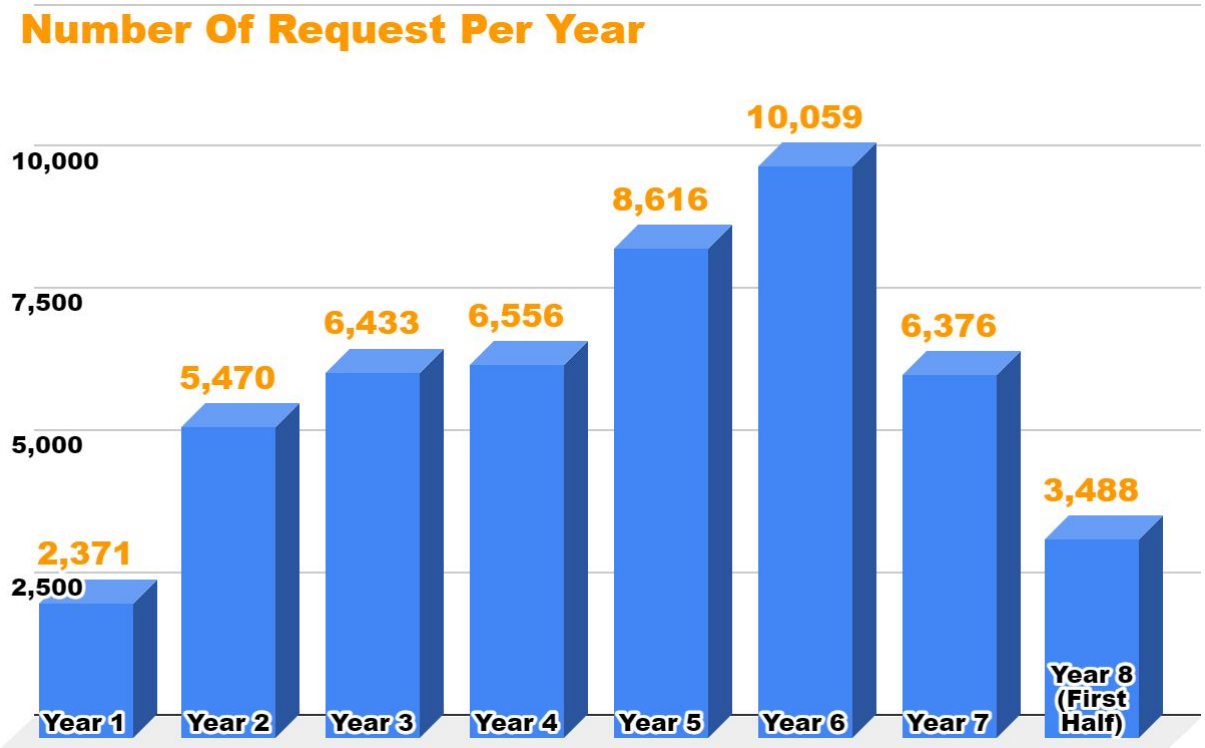


REQUESTS SUBMITTED



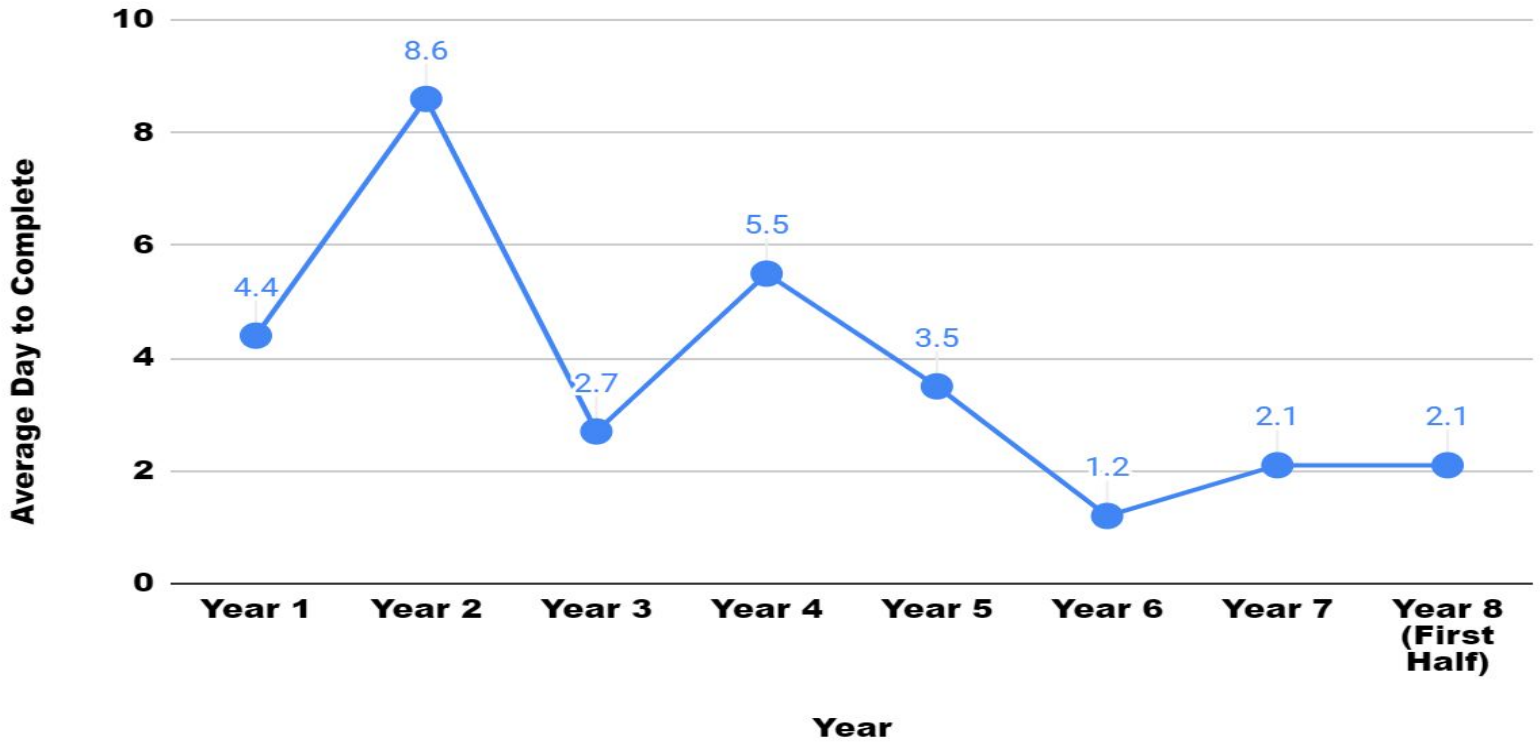
ILLEGAL DUMPING REQUESTS PER YEAR

49,369 Total Illegal Dumping Requests in first 7 ½ years



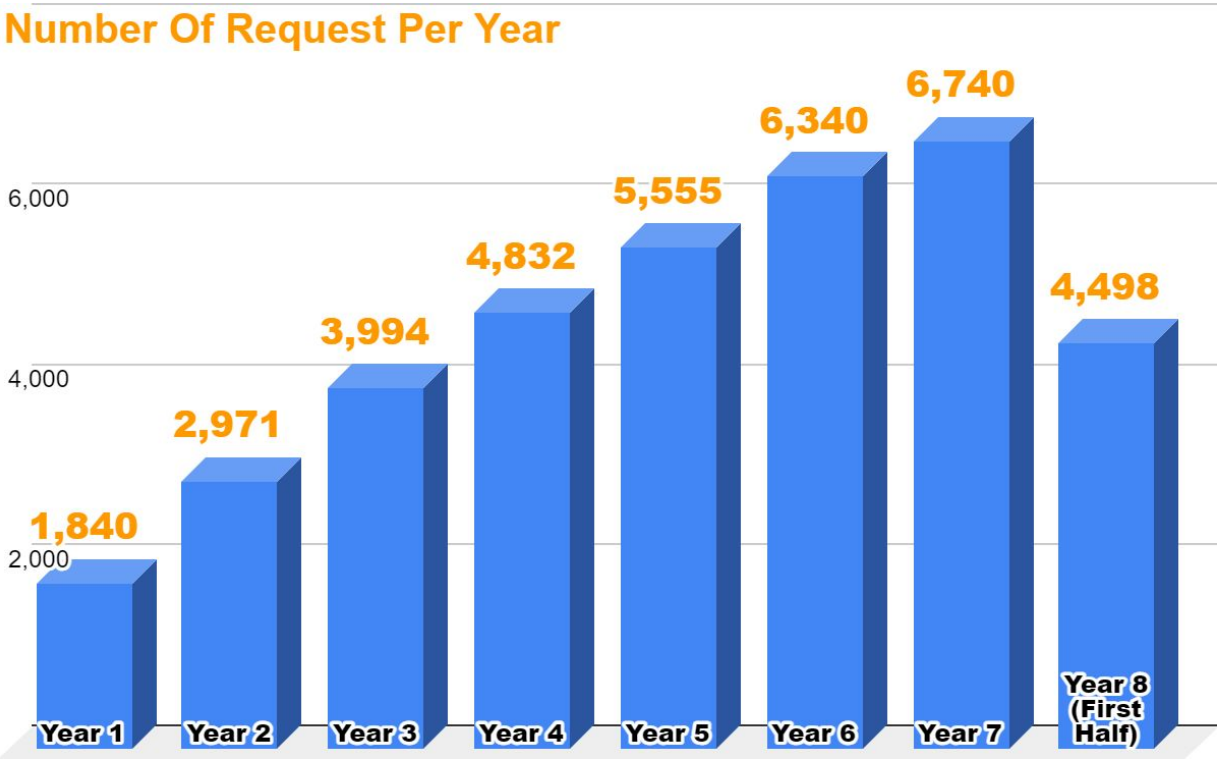
ILLEGAL DUMPING REQUESTS PERFORMANCE PER YEAR

Goal = **3 Days** Avg = **2 Days**



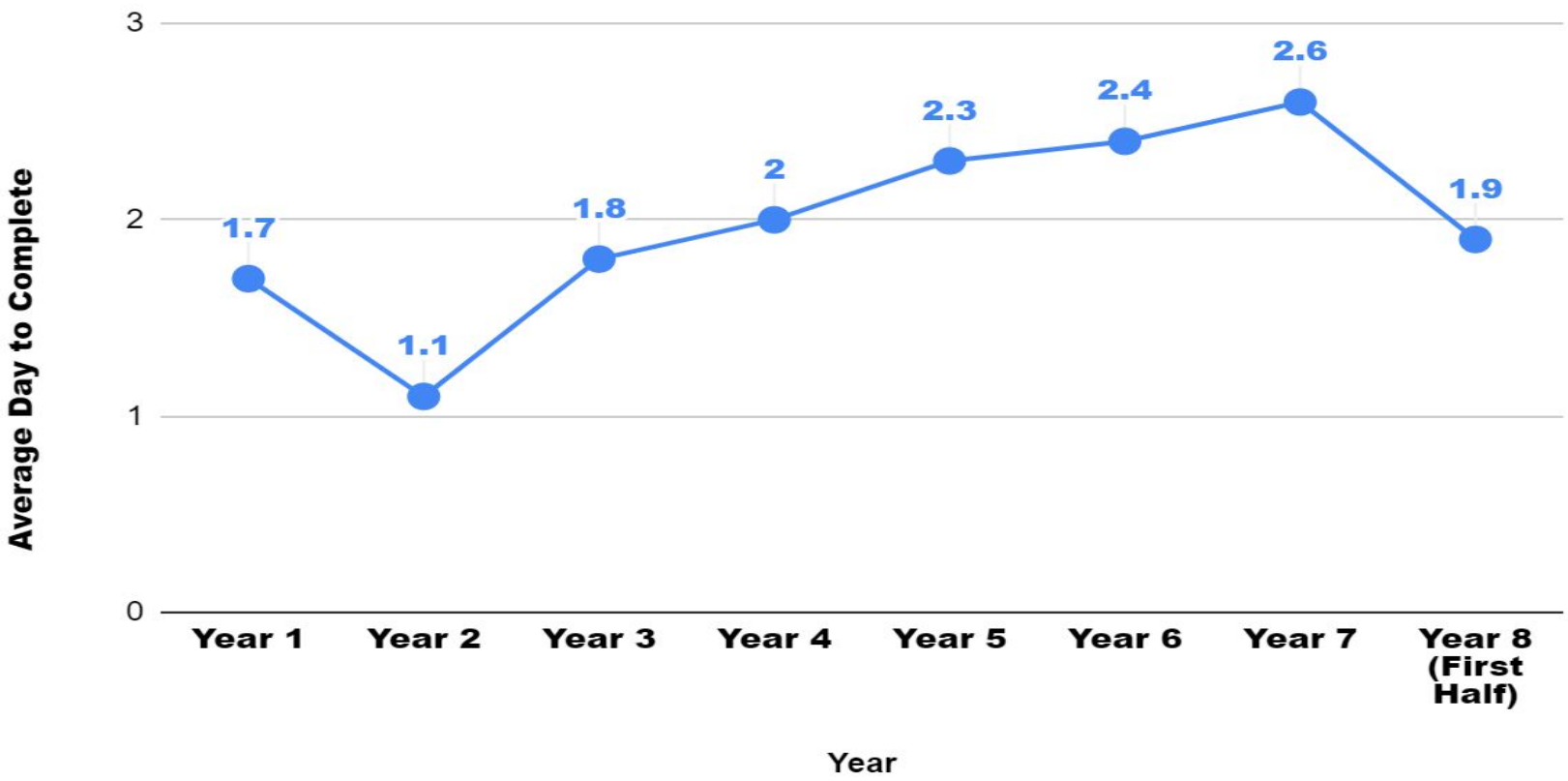
GRAFFITI REQUESTS PER YEAR

36,770 Total Graffiti Requests in first 7 ½ years



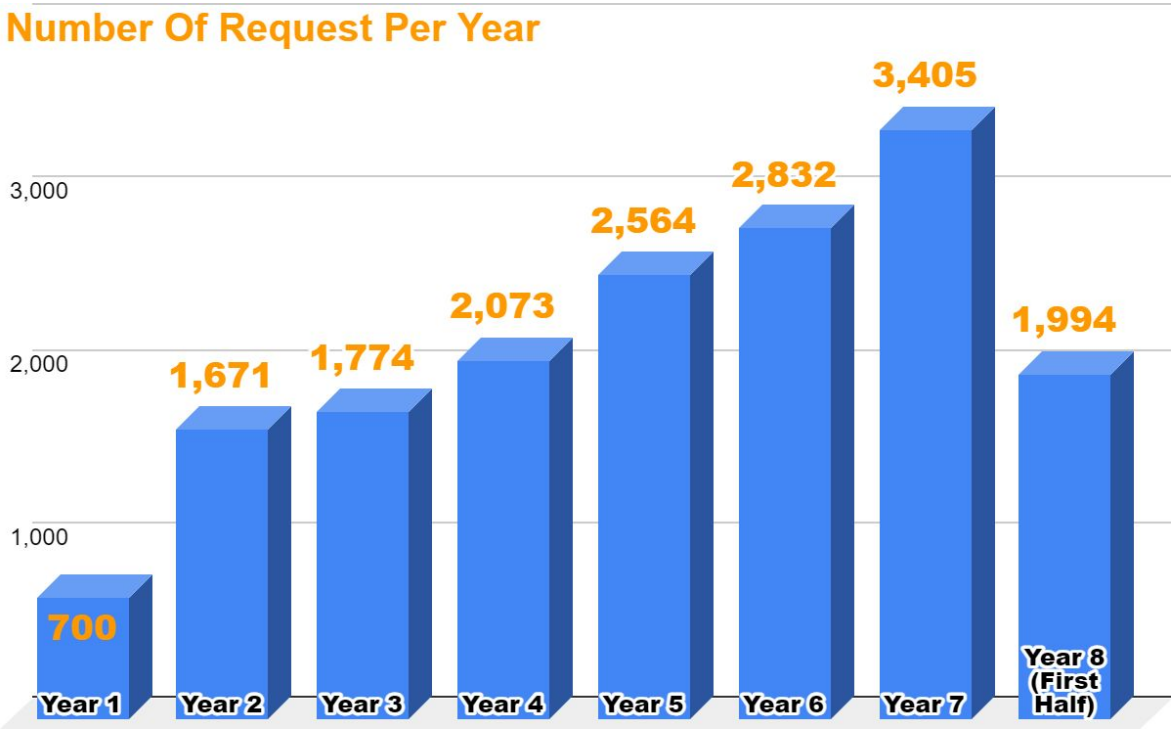
GRAFFITI REQUESTS PERFORMANCE PER YEAR

Goal = **3 Days** Avg = **2.0 Days**



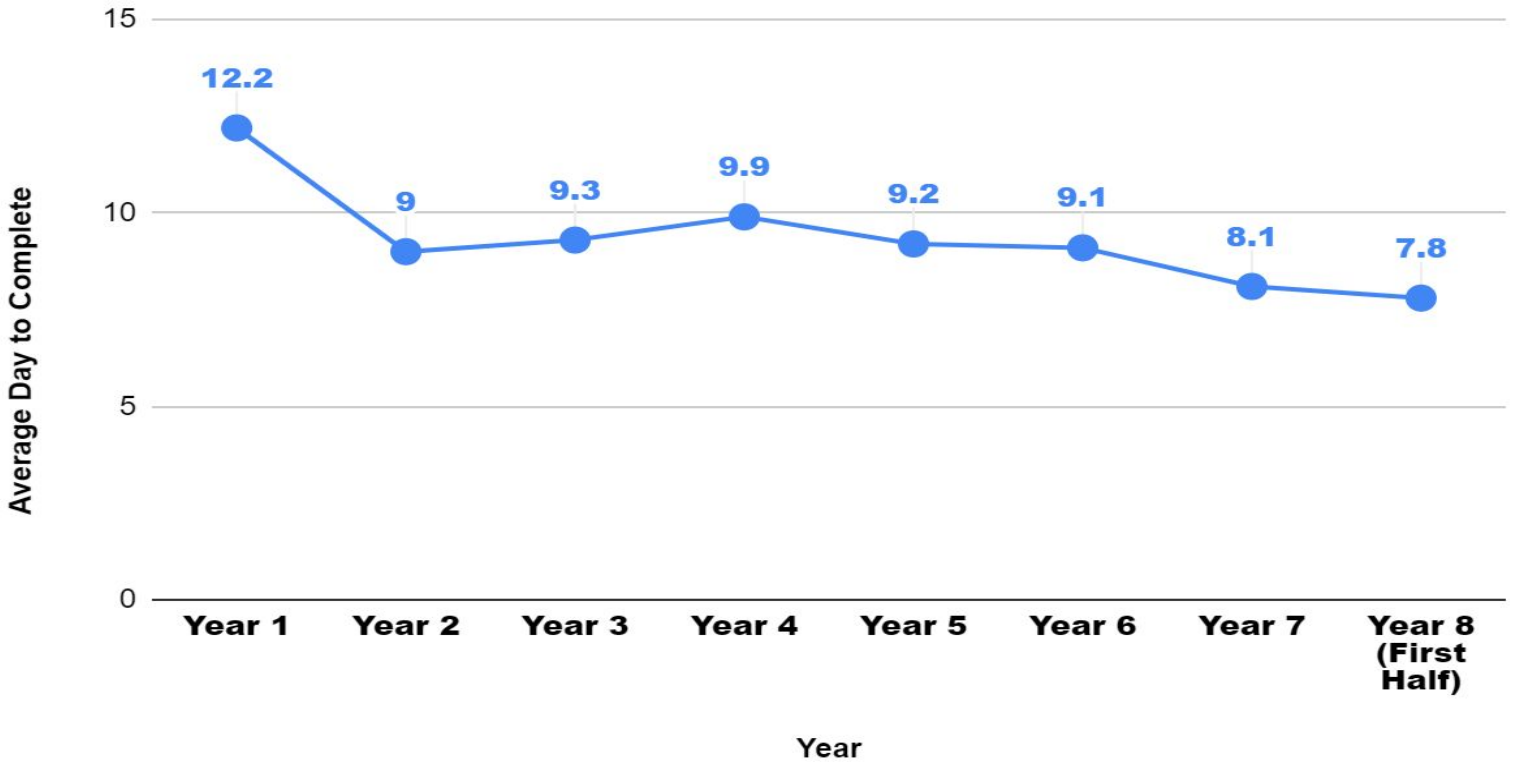
ABANDONED VEHICLE REQUESTS PER YEAR

17,013 Abandoned Vehicle Requests in first 7 ½ years



ABANDONED VEHICLE REQUESTS PERFORMANCE PER YEAR

Goal = **14 Days** Avg = **7.8 Days**



ANALYSIS: WHAT THE CITY IS DOING WELL

In year 7 and the first half of year 8, the City met service level goals in 12 categories:

1. Abandoned Vehicles
2. Animal Safety
3. Graffiti
4. Homeless Encampment
5. Illegal Dumping
6. Litter
7. Overgrown Landscape
8. Pothole
9. Sidewalk Repair
10. Street Markings
11. Street Signs
12. Traffic - General Issues

We aim to continue to succeed in these categories

ANALYSIS: WHERE WE ARE IMPROVING

In the first half of year 8, staff met the goals in another 3 categories. To continue down this path of success:

1. Regarding General Questions, staff responsible for this category will follow up more frequently with staff handling the requests
2. Regarding Traffic - Signal Issues, we will expand 311 fields to gather more incident information and aim to fill more vacancies in Transportation Engineering
3. Regarding Curb and Gutter Repair, we will aim to fill critical positions in Streets Division

ANALYSIS: WHERE WE NEED TO IMPROVE

This leaves 5 request types to focus on:

1. Regarding Water Waste and Leaks, we need to fill vacant positions in Parks Division (e.g., Parks Manager) and close out 311 requests faster
2. Regarding Trash and Recycling Services, staff needs to identify service issues and continue educating customers on proper use of three-stream waste/recycle service
3. Regarding Streetlight Out, staff will work to have inventory on-hand to avoid lengthy procurement times, while pursuing funding for a streetlight plan to identify the replacement needs for antiquated equipment

ANALYSIS: WHERE WE NEED TO IMPROVE (continued)

We need to focus on:

4. Regarding Special Districts, we have transferred or closed out many requests, filled key positions, added ongoing contract services, and developed a multi-year grid-pruning schedule in conjunction with the citywide program; however, some districts do not have sufficient funding in the current fiscal year to address 311 requests
5. Regarding Technical Support and Questions, new IT leadership, staff and processes should bring the response times back down below the goal on average.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee receive a City of Oxnard 311 constituent relationship management performance update for the period of service year seven (May 1, 2022, through April 30, 2023) and the first half of service year eight (May 1, 2023, through October 31, 2023), and recommend that the City Council receive the same update.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

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

REPORTS
AGENDA ITEM NO. D.4

DATE: January 23, 2024

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

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

SUBJECT: Award of Agreement for the Preparation of a Comprehensive Update to the Local Coastal Program (LCP). (15 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a three (3) year agreement with the option for (1) one-year extension (Agreement No. 32400306) with Dudek, in an amount not to exceed $881,875 for the preparation of a comprehensive update to the Local Coastal Program (LCP), which is reflective of updates to the Coastal Land Use Plan (LUP) and Local Implementation Plan (LIP), Chapter 17 of the Oxnard City Code (Coastal Zoning Ordinance).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jtZvT9jl6eo

BACKGROUND

EXECUTIVE SUMMARY

The California Coastal Act of 1976 requires local governments in the State of California to prepare and implement Local Coastal Programs (LCPs) to protect natural and man-made coastal resources and maximize public access to the shorelines. LCPs are planning documents used by local governments to guide development in the coastal zone, in partnership with the California Coastal Commission (CCC). LCPs contain rules and regulations for future development and protection of coastal resources by specifying appropriate location, type, and scale of new or changed uses. LCPs must be in conformance with the broad requirements of the California Coastal Act to reflect the unique and specific community characteristics of the jurisdiction. Each LCP consists of a Land Use Plan (LUP) and Local Implementation Plan (LIP, Coastal Zoning Ordinance); collectively, this is referred to as the City's LCP. The LUP designates land use classifications, goals, and policies guiding development (similar in nature to a City's General Plan, but specifically for the coastal zone). The LIP includes measures to implement the LUP, typically through the City's Coastal Zoning Ordinance.

The City's coastal zone represents approximately 2,626 acres or 15% of the City's overall 17,367 acres. The City of Oxnard adopted its LCP in 1982, inclusive of the City's LUP and implementing LIP (Chapter 17, Coastal Zoning Ordinance of the Oxnard City Code). The City's LCP was certified by the CCC in 1985.

While the components of LCP were amended several times over the years to address the evolution of coastal

planning in Oxnard and the changing needs of the City, a comprehensive LCP amendment has not been completed since 1982.

The City's LCP (LUP and LIP) need to be comprehensively updated to address a range of CCC and State of California Department of Housing and Community Development (HCD) regulations and policies, CCC Sea Level Rise (SLR) guidance, environmental conditions, housing policies and laws, coastal protection, and development protocols. These changes will be required to be submitted to and certified by the CCC as a major LCP Amendment.

BACKGROUND

In 2015, the City received CCC grant funding to study coastal flooding, utilize the best available technical science and model to study flooding issues, and conduct community engagement with residents and technical experts (technical advisory committee) to produce studies necessary to update the LCP. The City fulfilled the terms of the grant by producing two draft studies which were released for public review and input in 2019:

1) Draft Sea Level Rise (SLR) Vulnerability Assessment and Fiscal Impact Report: A report that addresses existing and future coastal hazards and the fiscal impact of future hazards in combination with SLR projections in the Oxnard Coastal Zone; and
2) Draft Sea Level Rise (SLR) Adaptation Strategy Report: A report that informs the LCP update process, City coastal permitting, SLR adaptation planning, and related regulatory processes.

The two draft studies were utilized to begin preparing draft coastal policies, which would be contained in the City's Draft LUP. Following extensive discussion between City and CCC staff between 2019 - 2021 regarding Oxnard's LUP policies, it became evident that CCC 2018 SLR Guidance and approaches were inflexible, were based upon a one-size fits all approach, and did not consider varied costal conditions. In 2021, new SLR modeling projections were developed and approaches to address coastal flooding were presented by jurisdictions due to evolving science, technical approaches, and collaboration. Therefore, the City, as well as many other coastal communities, paused work on updating their LUPs, pending discussion and collaboration with other coastal communities on approaches and methodologies.

Further, through the City's membership in Smart Coast California, a consortium of coastal communities promoting local coastal policy solutions, momentum has been created to allow the City to develop policies and approaches unique to Oxnard. For this reason, as well as CCC and HCD mandates and laws, City staff have determined that now is the time to re-initiate the LCP updates. This work effort will be followed by a comprehensive update to the City's 2030 General Plan.

ANALYSIS

The City issued a Request for Proposals (RFP) in August 2023 for an update to the LCP, which is reflective of updates to the LUP and the LIP, Chapter 17 of the Oxnard City Code (Coastal Zoning Ordinance). In September, the City received two (2) proposals. Based upon the criteria identified in the RFP, three (3) City representatives, including one (1) from the Public Works and two (2) from the Community Development Departments, evaluated the proposals and interviewed both firms. Following a thorough review and evaluation, Dudek ("Consultant") was selected as the most qualified firm to perform the work due to their overall experience, responsiveness to address local solutions and approaches, competitive timeline, and budget. The scope of work is detailed and therefore, staff has provided a summary of the scope of work within Attachment 1.

The scope of work will ensure compliance with coastal act policies and requirements, advance local coastal solutions, afford robust community engagement through varied engagement efforts, allow for multi-lingual engagement, while meeting the goal to complete the update, and securing CCC certification of the

comprehensive amendment to the LCP documents (LUP and LIP) within three (3) years; the contract affords for one (1) additional year (a maximum of four (4) years) in the event unexpected components arise and additional time is needed. The detailed scope of work is contained in Attachment 2.

The tasks for the update are summarized as follows:

- Task 1 - Project Management and Engagement Work
- Task 2 - Sea Level Rise Vulnerability Assessment (SLR/VA) and Fiscal Impact Analysis
- Task 3 - SLR Adaptation Strategy Report
- Task 4 - Coastal Land Use Plan (LUP)
- Task 5 - Local Coastal Implementation Plan (LIP) Amendment (Coastal Zoning Ordinance)

STRATEGIC PRIORITIES

This agenda item supports Public Safety and Infrastructure and Natural Resources strategies. The purpose of the Public Safety strategy is to prepare the City for response and recovery from potential future flooding and other natural disasters. Infrastructure and Natural Resources strategy is to focus on repair of public infrastructures, such as seawalls and alleys, as well as ensuring adequate future water supply by protecting City's advanced water purification facility, wastewater facility, and an electric generation station from sea level rise.

FINANCIAL IMPACT

The cost of this Agreement No. 32400306 is $881,875 and will be funded by General Plan Maintenance Fee (GPMF) revenue. The adopted Fiscal Year (FY) 2023-24 Community Development Budget includes the GPMF appropriation necessary for this agreement. There is sufficient budget to cover the full cost of the contract.

For Finance Use Only: General Fund (Org. 1014101 Obj. 53200 Project M2401)

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Jasmin Kim, Principal Planner

ATTACHMENTS

1. Contract Scope of Work Task Summary
2. Dudek Agreement LCP Signed
3. Presentation

Attachment 1
Contract Scope of Work Task Summary

- Task 1 - Project Management and Engagement: Work associated with this task will proceed throughout the entire term of the contract. The scope commits the Consultant submitting the LCP and LUP to the CCC for review by year two (2) with work associated with the LIP being completed by the end of year three (3). Stakeholder discussion groups, engagement in South Oxnard, and environmental justice communities, as well as visitor-serving businesses will be engaged throughout the update process. Engagement in a variety of means and methods will occur along with Spanish interpretation at all community meetings; translation of key notices into Spanish and Mixtec will also occur.

- Task 2 - Updated Sea Level Rise Vulnerability Assessment (SLR/VA) and Fiscal Impact Analysis: Consultant will update and build upon the 2019 Draft studies, which are now outdated due to changes in SLR modeling approaches and methodology. Utilizing CCC widely anticipated updated SLR guidance, study updates will consider U.S. Geological Survey's Coastal Storm Modeling System (CoSMos) for Oxnard. Final studies will be developed and discussions with CCC will be conducted. With consideration to new coastal economic values, the sufficiency of the 2019 Draft Fiscal Impact Report will be evaluated and updated as needed. Public engagement and coordination with CCC staff will occur through this task.

- Task 3 - Draft SLR Adaptation Strategy Report: Consultant will update and build upon the City's 2019 Draft Study. The updated SLR Adaptation Strategy Report will utilize the adaptation approaches reflective of typical CCC SLR guidance as amended, but will also look at hybrid approaches to develop creative strategies (i.e., traditional hard engineering strategies, constructing or expanding permanent concrete structures, such as a seawall, with more soft strategies, etc.). The study will also look at other protections and accommodations unique to the central coast and Oxnard. Approaches unique to the coastal areas of the City will be considered. Public engagement and coordination with CCC staff will occur through this task.

- Task 4 - Draft Coastal Land Use Plan (LUP) Update: Based on the outcomes of Tasks 2 and 3, the Consultant will prepare a Comprehensive Draft LUP Amendment, identifying the portions of the existing LUP that require modification to improve the City's resilience to SLR. The policy updates to the LUP will consider specific needs of each of the coastal planning areas (PA's) in Oxnard; the LUP anticipates following the existing four (4) LUP PA boundaries. The LUP update will include monitoring program details, and development and permit standards. Coordination meetings with CCC staff will also occur through this task. Production of a Final LUP Amendment package will be prepared and submitted to the CCC along with the required environmental document. Public engagement through community meetings and focused groups will occur by planning areas.

- Task 5 - Local Coastal Implementation Plan (LIP) Amendment (Coastal Zoning Ordinance): Consultant will prepare a Comprehensive Draft LIP Amendment by

identifying components of the Coastal Zoning Ordinance, Chapter 17 of Oxnard Municipal Code that warrant update and modifications to implement the Final LUP. The Draft LIP Amendments will pay particular attention to City Council policy approaches and legislative regulations regarding HCD guidance and guidelines, Oxnard 6th Cycle Housing Element compliance, as well as rebuilding, and building heights and CCC provisions related to updating the Coastal Zoning Ordinance. Production of a Final LIP Amendment package will be prepared and submitted to the CCC. Public engagement and coordination with CCC staff will also occur through this task.

Agreement No. 32400306

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND DUDEK

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Dudek ("CONSULTANT"), and CONSULTANT 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 CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. **SUMMARY DESCRIPTION OF SERVICES.** Professional services to prepare the Comprehensive Local Coastal Program (LCP) Amendment for the City of Oxnard

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

   Dudek ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 3760 State Street, Suite 101, Santa Barbara, CA 93105

3. **TERM OF AGREEMENT:** From (Date): March 1, 2024 To (Date): March 1, 2027

   3.1 Time is of the essence in this Agreement.

   3.2 The CITY shall have the option for (1) one (1) one-year extension, in accordance with the scope of work and general terms and conditions of the Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

   3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

   3.4 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $881,875.00.

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: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

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, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:
Name: Jeff Pengilley
Title: Director
Phone: 805-385-8208
Email: Jeff.Pengilley @oxnard.org
Mailing Address (if differs from above):
214 South C Street
Oxnard, CA 93030

CONSULTANT Designated Representative:
Name: Carolyn Groves
Title: Project Manager
Phone: 805-308-8507
Email: cgroves@dudek.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, 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 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 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.

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT 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. CONSULTANT'S SERVICES.

8.1 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT 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. CONSULTANT shall submit a payment request to CITY by the 10th of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **ComDevAP@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to CONSULTANT by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered

appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 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 subcontracted consultants.

10.4 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.

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 sections 3.2, then 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 City Code, 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 CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required

by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

15. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, 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.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT 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 CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT 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. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT'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 CONSULTANT 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. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. CONSULTANT 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 CONSULTANT by the CITY or other information to which the CONSULTANT 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 CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT 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. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT'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. Notice shall be given in the manner set forth in section 22.

20. NOTICE.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT's obligations under this section, CONSULTANT 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 CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, 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. CONSULTANT'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 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, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve CONSULTANT 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 CONSULTANT 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, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 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.

24. INSURANCE.

CONSULTANT 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 CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT 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 CONSULTANT is a material element of this Agreement. CONSULTANT'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, CONSULTANT 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, CONSULTANT 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 CONSULTANT.

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 CONSULTANT.

27. [RESERVED]

28. CONFLICT OF INTEREST

CONSULTANT 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 CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT 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 CONSULTANT may result in termination of this Agreement by the CITY.

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 CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar

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

33. ADVERTISING AND PUBLICITY

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

34. 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.

35. FORCE MAJEURE.

Neither the CONSULTANT 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 or electronic 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. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

44. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

Agreement No. 32400306

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Manager[2]

DUDEK

DocuSigned by:
Joseph Monaco
61A12CB5E28F42F...
Joseph Monaco, President, CEO — January 5, 2024 Date

DocuSigned by:
Helder Guimarães
137E17F241F8439...
Helder Guimaraes, CFO [3] — January 5, 2024 Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

1/9/24
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.

Agreement No. 32400306

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and DUDEK)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT:
Jasmin Kim/805-385-3945/Jasmin.Kim@oxnard.org

Methodology and Strategy

Providing the City of Oxnard (City) consulting services as an extension of City staff, acting as subject matter and technical experts, and supporting the City with California Coastal Commission (CCC) certification of a Local Coastal Program (LCP) Amendment requires familiarity with the jurisdiction and the past work to evaluate and address sea level rise (SLR), a strong understanding of the City's currently certified LCP, and working experience with the latest CCC guidance and trends in addressing SLR in LCPs.

The Consultant (Dudek) team has worked on many projects in this region and throughout the state with these requirements and are eager to deploy their capabilities for the City. Dudek has extensive local knowledge of the City and the surrounding areas that will allow them to hit the ground running with this updated LCP. Dudek understands that the City's coastal zone is divided into four planning areas:

– McGrath-Mandalay with predominantly recreational uses

– Oxnard Shores with a concentration on urban residential uses

– Channel Islands made up of the Channel Islands Harbor

– Ormond Beach, an industrial area separated from the rest of the City's coastal zone by the City of Port Hueneme

The City's LCP was fully certified in 1985, and while targeted components of the LCP have been amended over the years, a comprehensive update to the entire LCP has not been done since its original certification.

In 2018, the City began updating the LCP to respond to CCC guidance documents. To that end, a Draft SLR Vulnerability Assessment and Fiscal Impact Report and a Draft SLR Adaptation Strategy Report were both completed in May 2019. Then, the City chose to put the SLR and LCP update work on hold pending a robust analysis of SLR options and policy approaches appropriate for the City. In the meantime, the City has completed several other relevant plans that will need to be consistent and work in concert with the updated LCP, including the Draft Ormond Beach Restoration and Access Plan (2019), Channel Islands Harbor Public Works Plan (2022), Climate Action and Adaptation Plan (2022), and Housing Element (2022).

Dudek's deep bench of experts is prepared to tackle key issues facing the City. For example, past work revealed that substantial residential property, such as in Oxnard Shores, and the City's storm drain outfalls are particularly vulnerable to erosion and flooding impacts due to SLR. Similarly, the City's beaches, coastal dunes, and nearby industrial uses, like large-scale power plants, are susceptible to SLR impacts. Dudek's coastal engineers are

accustomed to being part of multidisciplinary teams where they analyze SLR impacts and work with planners to find ways to implement novel adaptation solutions to respond to vulnerabilities.

In some cases, Dudek coastal planners and engineers have found that projects can get stuck after the vulnerability assessment and adaptation plan have been completed because the next step of implementing adaptation strategies in plans, operations, projects, and funding can seem overwhelming. From involving multiple different stakeholders and communities to navigating the complex landscape of decision-making, updating LCPs to address SLR is complicated. For this reason, the Dudek team's unparalleled coastal permitting and planning experience, as well as established relationships with CCC staff, is what separates Dudek from other firms in the field and will result in successful strategy of communication and collaboration between CCC staff and the City. For example, Dudek is working with the City of Pismo Beach on a comprehensive update to its LCP, including SLR, and have coordinated with CCC staff throughout the process to amend Land Use Plan (LUP) policies and coastal zoning ordinances to proactively address issues, incorporate CCC feedback early, and facilitate a straightforward formal LCP Amendment submittal. The resulting Pismo Beach LCP Amendment reflects local values and conditions as well as complies with the California Coastal Act (CCA) and CCC Guidance. The Pismo Beach LCP Amendment is one of the few examples across the state that has not stalled due to failed negotiations. Therefore, Pismo Beach is close to having an LCP that includes adaptation strategies that can be implemented in a phased approach to mitigate the risks caused by SLR, and Dudek wants to help the City accomplish the same.

Scope of Work

Task 1: Project Timeline, Project Management, and Public Engagement

Task 1.1– Project Timeline

The Dudek team will balance the current workload to make sure that key personnel are available to the City to keep this project on schedule. Prior to project kickoff, the Dudek team will work with City staff to prepare a detailed schedule with clear deadlines, specific action items, and critical milestones, and will implement an agreed-upon project management approach. It is anticipated that this scope of work will cover work for a period of three (3) years, with an option for a one-year extension. Work on Tasks 3 and 4 will be completed and submitted to the Coastal Commission by year two (2). Work associated with Task 5 (LIP) will be completed by the end of year three (3).

Deliverable:

- Project Timeline

Task 1.2– Project Management

Dudek has an effective and proven project management approach involving clear, continuous communication and superior expertise and leadership. Dudek takes client responsiveness seriously, leveraging technology to keep their teams connected, both internally and externally, and maintain productivity. Dudek also has superior knowledge of what it takes to conduct a successful SLR LCP Amendment based on experience as former CCC staff as well as the ongoing analysis of the evolving CCC regional and statewide coastal policy interpretation/implementation practices, as shown in Dudek's involvement in the "Planning for Sea Level Rise on California's Coast: Status, Trends, and Recommendations" (Lester et al. 2023). With these skills, Dudek can understand client's needs, efficiently allocate resources, and develop well-written policies, creative solutions, and equitable plans. Furthermore, with one of the lowest staff turnover rates in the industry, Dudek provides continuity of staff managing and working on projects.

Carolyn Groves will be the project manager and primary point of contact for the City, with Matt Valerio serving as the principle in charge to provide oversight and ensure that the City is provided the highest level of service.

Per the Request for Proposals, Dudek's scope includes an in-person kickoff meeting to confirm the City's goals, discuss relevant issues and concerns, review roles and responsibilities, and agree upon a schedule for ongoing meetings. By gaining a clear understanding of the City's expectations at the project outset, key members of the Dudek team will avoid rework and delays, delivering work products that explicitly meet the City's objectives. Dudek's scope also includes bi-weekly meetings with City staff for the duration of the contract timeline as established in Task 1.1 and refined with the City, not to exceed 24 months (additional duration will necessitate additional project management scope and fee). These meetings will serve as periodic check-ins to discuss the status of ongoing work, reaffirm key milestones and deliverables, flag any anticipated issues that may impact the schedule or budget, and align on solutions. In addition to Ms. Groves and Mr. Valerio, Dudek team task leaders will be invited as needed per the agenda of individual calls. After establishment of the Consultant/City relationship, Dudek will host these calls as virtual meetings, which allows for audio and video conferencing and screen sharing.

In addition to these meetings with City staff, Dudek has also included six (6) community meetings, two (2) focused discussion groups, up to three (3) City Committee meetings, six (6) CCC meetings, two (2) Planning Commission meetings, and two (2) City Council meetings. For all these meetings, the project team will prepare summary meeting notes and identify subsequent action items.

Dudek coastal planners often function as de-facto extension of staff for municipalities when interacting with CCC and developing coastal planning and permitting materials (LCPs, LCP Amendments, and/or Coastal Development Permits [CDPs]). This includes coordination and facilitation of all meetings and preparation of agendas, draft staff reports, resolutions, ordinances, correspondences, and presentations. As described in Task 1.3, Dudek's team will also produce all public engagement materials. Finally, as detailed in subsequent tasks, the scope anticipates one round of review of the Sea Level Rise Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy and two rounds of review of drafts leading to the updated Final LUP/Local Coastal Implementation Plan (LIP).

Deliverables:

- One (1) Kick off meeting with City staff (in-person)
- 72 Biweekly meetings with City staff (in-person/virtual)
- Summary meeting notes

Task 1.3– Public Engagement

Kearns & West, working in partnership with City staff, will lead the Dudek team's public outreach efforts for the LCP Amendment. The LCP Amendment needs to be informed by the full range of communities and stakeholders in the City, including coastal residents with questions about SLR adaptation and historically underserved and environmental justice communities of South Oxnard who could benefit from more equitable coastal access but are also impacted by climate-related coastal flooding dynamics. Another important stakeholder group is visitor-serving businesses that contribute both to coastal access and tax revenue that fund important municipal functions. Kearns & West's expertise in inclusive engagement techniques will give voice and input opportunities across the City.

Accordingly, Kearns & West will prepare a Community Outreach Plan that outlines the following:

– Public involvement objectives and how input will be used and considered in the LCP Amendment

– Process chart that shows integration of the engagement activities with the project tasks timeline

– Assessment of inclusive engagement needs for the City's underserved and environmental justice communities, such as community languages like Mixtec in addition to Spanish and English, by reaching out

to local community-based organizations for input on best practices and partnering opportunities

– Consideration of issues and topics that could vary by community and stakeholder interest to customize meeting formats and materials

– Descriptions of engagement methods, including in-person and virtual meetings, successful examples of past experiences communicating coastal hazards and adaptation concepts, and innovative solutions

This approach weaves together Kearns & West knowledge of Oxnard communities and expertise in conducting meaningful engagement in support of, and integrated with, citywide planning projects around coastal land use, access, and resource management as well as climate change and mitigation.

Part of the proposed budget is for compensation to a community-based organization(s) that can partner with the team to increase involvement of community members in South Oxnard. Kearns & West has established procedures for administering compensation agreements. This type of partnership significantly benefited the community engagement for the recent Sustainable Transportation Plan project. Additionally, part of the proposed budget includes Spanish interpretation staff at all community meetings and materials translation, at a minimum, key notices into Spanish and Mixtec. As with all deliverables, documents will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Community Outreach Plan
- Spanish and Mixtec translation

Task 2: Develop an Updated SLR Vulnerability Assessment (SLR/VA) for the City of Oxnard

Task 2.1— Review and Determine SLR Scenarios and Background Data to be Included in the Updated SLR/VA

The Dudek team will update and build upon the 2019 draft SLR Vulnerability Assessment report to complete a final SLR Vulnerability Assessment to inform the updated LCP. The contents of the 2019 draft SLR Vulnerability Assessment report are now outdated in regards to both the SLR values used and the scope of coastal hazards considered. The first step in updating the SLR scenarios and background data will be to identify more recently published data sources that have been adopted by CCC. For example, the 2019 draft report uses SLR values from the National Research Council's 2012 "Sea-Level Rise for the Coasts of California, Oregon, and Washington" report. CCC has most recently adopted the Ocean Protection Council's "State of California Sea-Level Rise Guidance" published in 2018 as the current policy document with applicable SLR values.

CCC has also adopted the U.S. Geological Survey's Coastal Storm Modeling System (CoSMoS) as the best available public numerical model system illustrating coastal hazards over a 2D region-wide mesh grid. The new City LCP maps illustrating SLR and other coastal hazards will be developed using data from the CoSMoS model. The 2019 SLR Vulnerability Assessment references CoSMoS version 3.0, which was implemented in 2016. CoSMoS version 3.0 remains the most up-to-date for Ventura County, despite CoSMoS versions 3.1 and 3.2 being implemented for other regions of California. CoSMoS model map data will be obtained from the Our Coast Our Future website that publicly hosts the CoSMoS model output maps, then ArcGIS software will be used to create new maps for the City's LCP with map area displays corresponding to the City's coastal planning areas. Engineers at Dudek have opened direct dialogue with Patrick Barnard and Li Erikson, the lead geologist and oceanographer developing the CoSMoS models.

Throughout the project, this contact could allow Dudek to directly discuss any complexities present within the CoSMoS data and how it uniquely applies to the City.

All else being equal, CoSMoS is the preferred model, but Coastal Resilience can be used in cases where it offers additional data or their data is more accurate than CoSMoS. Within the Oxnard region, the CoSMoS model sea level rise and flooding values were updated in 2018 as version 3.0, whereas Coastal Resilience Ventura was last updated in 2013. Since the CoSMoS model is more recently updated it is best to assume that it applies the latest science and data inputs, and is therefore the more accurate of the two in terms of coastal hazards. These assumptions can be confirmed through further research and discussions with the two modeling groups.

The Coastal Resilience model data only extends to year 2100, which corresponds to a 77-year time horizon from today, whereas the CoSMoS model data has a 100 year time horizon. The California Coastal Commission's 2018 Sea Level Rise Policy Guidance document requires certain commercial structures to consider a design time frame of 100 years, therefore even if the Coastal Resilience model is more accurate it's insufficient for fully providing sea level rise policy guidance.

The CoSMoS model also includes more coastal hazards than the Coastal Resilience model: CoSMoS has eight different hazards, and Coastal Resilience has five. Examples of CoSMoS models missing from Coastal Resilience are "flood duration" and "groundwater." CoSMoS also has additional sub-model settings. For example, the shoreline position map also has settings for "beach nourishment" and "hold the line" conditions in the case where action is taken to armor the shorelines.

The Coastal Resilience model has two key features that are not present in the CoSMoS model. The first is the illustration of potential adaptation scenarios, which the Coastal Resilience team had peer-reviewed by local experts and decided upon with direct input from the City of Oxnard and County of Ventura planning department. The potential adaptation scenarios will be considered as part of Dudek's research.

The second feature of the Coastal Resilience model that is not present in the CoSMoS model is the "Economics of Nature-Based Adaptation" values (see image below). The economic values were assigned from a 2015 report titled Economic Analysis of Nature-Based Adaptation to Climate Change and will be considered in the economic and adaptation strategy analyses.

Although the CoSMoS model is more recently updated it has potential for error at the level of fine site-specific details since the model is developed on a broad regional scale. Any significant differences between the CoSMoS and Coastal Resilience models will be investigated and reconciled. Since Dudek will be generating their own maps using the data output from each model, Dudek is able to fill gaps or apply the best of both models by selecting the most accurate data results for each. The decision of where to make adjustments will be based upon Dudek's independent investigation of model results and site conditions, and any changes from the CoSMoS base results will be documented and presented to the City for review.

One specific hazard Dudek may adjust based on the Coastal Resilience maps is storm flooding. As described in Revell Coastal's July 2017 Memorandum, the CoSMoS storm flooding map shows maximum sustained flooding corresponding to a centimeter of water depth for at least a minute, which is a smaller flood area than the instantaneous maximum extent of flood water. This mostly has implications for flood maps along the beach, which vary significantly between the CoSMoS and Coastal Resilience models because Coastal Resilience considers wave runup, but the CoSMoS flood area map does not. CoSMoS provides wave runup data but it's separate from the flood area data, so in this case Dudek may adjust the CoSMoS flood areas to apply the analysis method used by Coastal

Resilience. Inland areas not subject to waves are not susceptible to wave runup, and therefore no adjustments would need to be made there. Since one flood mapping method isn't necessarily more right or wrong than the other, it would also be reasonable to just use CoSMoS' maximum sustained flooding maps and add commentary that wave runup causes additional temporary flooding.

Because CCC will review the SLR Vulnerability Assessment and ultimately the LCP Amendment, the data used to update the 2019 SLR Vulnerability Assessment will primarily consist of official data and sources adopted by CCC. There are a number of additional science agencies and organizations that publish valuable coastal hazard analyses and data that may also be referenced in the updated report. Any source not officially adopted by CCC will mainly be referenced for general coastal information, such as the contents of the "Climate Science " section of the SLR Vulnerability Assessment, verses for data values. Guidelines and data from the National Oceanic and Atmospheric Administration's "2022 Sea Level Rise Technical Report" may also be applied, as well as new and emerging sea level trend data from NOAA.

The 2019 SLR Vulnerability Assessment does not include consideration of the combined effects of SLR on groundwater flooding. The groundwater model was a new addition to CoSMoS in 2020 and will need to be added as a new section in the report and a new set of hazard maps. Groundwater hazard data and guidance will also be obtained from the California Department of Water Resources "California's Groundwater Update 2020" publication. The impacts of SLR on groundwater and the associated risks are a newly developing scientific field of understanding. As sea levels rise, groundwater levels also rise. If the groundwater level rises above the ground, then flooding occurs and cannot be prevented using typical flood mitigation methods such as coastal dunes and seawalls; groundwater flooding is unique in that it can have negative impacts far inland from the shoreline. Even if surface flooding does not occur, a rise in groundwater levels can cause saltwater intrusion of the city's aquifers and freshwater resources, and can inundate and damage underground utilities.

Recent papers published in 2017 and 2020 have shown that the risks associated with rising groundwater levels are significantly greater than previously understood. Due to the substantial risks posed by rising groundwater levels, especially due to Oxnard's geographic location within a low-lying agricultural region, it's important that the City's SLR Vulnerability Assessment considers groundwater. The CCC's 2018 Sea Level Rise Policy Guidance includes sections on groundwater, and the CoSMoS model was updated in 2020 to include groundwater mapping, but the current draft of Oxnard's SLR Vulnerability Assessment only briefly mentions the risks related to saltwater intrusion.

Therefore, the following is a preliminary list of coastal hazards that will be analyzed and mapped in the updated report:

- King Tides
- Storm Wave Flooding
- Sea Level Rise
- Erosion
- Rising Groundwater
- Combined hazards

The time horizons of the City's current coastal hazard maps are years 2010, 2030, 2060, and 2100. Year 2010 is now past, and the most distant year (year 2100) only corresponds to a 75-year design life for structures being built now. The CCC SLR guidance requires a 100-year design life for critical infrastructure as well as some residential and commercial structures; therefore, the City's current draft LCP documents are unusable for certain design applications. The City's 2019 SLR Vulnerability Assessment itself states "the SLR scenarios may be a minor underestimate based on the current best available science," which is true. As an example, Table 1 of the SLR Vulnerability Assessment

shows the year 2100 "high" risk SLR value to be 58.1 inches, but the CCC latest guidelines show the year 2100 "medium-high" value to be 79.2 inches. Dudek will update the coastal hazard analyses and maps to at least a 100-year time frame (year 2125). Exact dates to be used in the updated SLR Vulnerability Assessment will be determined through discussions between the Dudek team and City staff.

The Dudek team of coastal engineers, hydrogeologists, coastal planners, and others will collaborate to comprehensively review the latest official published science and policy guidance documents to determine the best data and analysis methods to update the City's SLR Vulnerability Assessment. A preliminary memo will be submitted to the City to determine the key differences between coastal hazard analysis time horizons. The time horizons analysis will document the advantages and disadvantages of different time horizons, including a comparison to the time horizons used in the City's 2019 SLR Vulnerability Assessment. A second preliminary memo will also be submitted to the City to present a list of coastal hazards to be mapped and analyzed. Any hazard that is a change to the 2019 draft SLR Vulnerability Assessment will be labeled as such and accompanied with a statement for why the change is being proposed. Both memos will be reviewed by City staff, and necessary meetings and discussions will be held to determine the best set of time horizons and coastal hazards to be used in the updated report. As with all deliverables, the documents will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Preliminary Coastal Hazards Scope Memo
- Preliminary Time Horizons Memo, including discussion of SLR scenarios
- Sea level rise modeling hazards maps

Task 2.2– Update SLR Vulnerability Assessment (SLR/VA)

Following determination of SLR scenarios and background data, and review with City staff, the Dudek team will develop the Final Sea Level Rise Vulnerability Assessment and Fiscal Impact Report. A comprehensive review of the draft report will be performed to update all sections and contents to the latest standards and to fully tie the report together as clearly as possible. The proposed updates will be reviewed by City staff, and necessary meetings and discussions will be held to determine which changes will be implemented.

In addition to updating the SLR and other coastal hazard contents of the SLR Vulnerability Assessment described in Task 2.1, Dudek has identified a number of important coastal topics that either were not mentioned in the 2019 SLR Vulnerability Assessment, or would improve the report by being covered in greater depth, including:

- Coastal Americans with Disabilities Act (ADA) accessibility
- Coastal scenic and visual resources
- Archaeological/cultural resources
- Wave runup
- Wave overtopping of structures
- Wave impact forces on structures
- Groundwater risks
- FEMA Risk Rating 2.0 pricing methodology

Each of the above topics is either explicitly considered within the laws of the California Coastal Act or is significantly linked to SLR vulnerability in some way. Without going deep into detail, one example is "scenic resources" which Section 30251 of the California Coastal Act seeks to protect, and another example is wave overtopping which increases in risk as sea levels rise but is not factored into any of the CoSMoS or Resilient California models and must be assessed independently.

The above topics are not mandatory; the CCC published a January 2019 memorandum titled "Summary of the steps for conducting sea level rise vulnerability assessments" that outlines general steps for LCP completion but does not have a mandated list of topics. The CCC reviews each local coastal program on a unique case-by-case basis. The only mandate is that all aspects of the LCP documents comply with the provisions of the California Coastal Act. Certain numbered items above that are explicitly included in the CCC's summary of steps memo, including archaeological and scenic resources, should be added to the SLR Vulnerability Assessment. Dudek will investigate which of these topics are suitable for a SLR assessment in Oxnard, and will collaborate with the City to decide which to include.

The SLR Vulnerability Assessment would also benefit from including Social Equity as a topic. Section 30013 of the California Coastal Act establishes Environmental Justice as a legal requirement within the California Coastal Zone for equal access regardless of race, color, religion, etc. The CCC also published its Environmental Justice Policy in 2019, in order to "integrate the principles of environmental justice, equality, and social equity into all aspects of the Commission's program and operations, and to ensure public confidence in the Commission's mission, process, and commitment to coastal equity." In addition to equal access under the law, it's important that coastal policies promote social equity. Like many other coastal cities, Oxnard's population includes a combination of socio-economic demographics, from affluent beachfront property-owners to the 10% of the City's population living below the poverty line according to 2022 Census data. Climate change and sea level rise have a well-documented spectrum of effects that vary by the location, income level, social connections, age, etc. of the affected parties. Two communities exposed to the same amount of flooding due to sea level rise could be impacted quite differently depending on the resources they have available. As such, social equity factors that influence sea level rise vulnerability will be comprehensively assessed to ensure that policies neither exacerbate existing inequalities nor create new ones, and also do not favor citizens that have more economic resources or political representation.

Similarly, all report contents related to the Federal Emergency Management Agency (FEMA) Flood Insurance will be updated to include consideration of the new FEMA Risk Rating 2.0 pricing methodology implemented on April 1, 2023. FEMA Risk Rating 2.0 has significantly impacted flood insurance rates in certain areas, and it would benefit City residents to receive guidance in understanding the new FEMA system in the context of local coastal hazards.

Statistics on vulnerable infrastructure and other pertinent data will be updated by studying and cross-checking all available data sources, including field observations, and public mapping tools. Dudek's data collection and analysis methods will be a collaboration between a team of engineers, coastal planners, geographic information system (GIS) specialists, and others to consolidate various sources of statistical data.

A draft report will be submitted to City staff prior to development of the final report. This draft will be equivalent to a preliminary 100% report version. The City will be expected to provide one set of nonconflicting comments before development of the final report. Since all documents will be posted on the City's website, the final version will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Draft *SLR Vulnerability Assessment and Fiscal Impact Report,* including hazards maps
- Final *SLR Vulnerability Assessment and Fiscal Impact Report,* including hazards maps

Task 2.3– Evaluate Sufficiency of Existing Fiscal Impact Report and Update As Needed

Lisa Wise Consulting (LWC) will lead the Dudek team's economic analysis as part of the SLR Vulnerability Assessment and Fiscal Impact Report outlined in Task 2.2. Dudek will leverage its experience in coastal engineering and hydrogeology to convey to LWC the extent of damage that could be caused to various infrastructure as a result of each coastal hazard scenario. LWC will review the sufficiency of the 2019 Draft Fiscal Impact Report, including all

assigned financial values and overall cost benefit analysis methods. For example, the 2019 draft SLR Vulnerability Assessment assigned a spending value of $8.10 per person per day for beachgoers based on a BEACON study dated 2009, and this value almost certainly needs to be updated based on inflation and relevant studies, such as the City of Solana Beach LUP Update regarding public recreation impact fee.

Based on the LWC evaluation of the SLR Vulnerability Assessment and Fiscal Impact Report, LWC will prepare a preliminary memo that contains a recommended timeline and scope for additional updates for City staff's review and approval. The memo will be reviewed by City staff, and necessary meetings and discussions will be held to determine the changes to be made in the updated report. Based on the preliminary memo and concurrent with the Draft and Final SLR Vulnerability Assessment and Fiscal Impact Report process outlined in Task 2.2, LWC will revise the 2019 Draft Fiscal Impact Report. As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- *Preliminary Scope of Changes Memo (Fiscal Impact Report)*

Task 3: Draft SLR Adaptation Strategy Report

Task 3.1– Develop Conceptual/Feasibility SLR Adaptation Options for the City's Four Planning Areas

Dudek will update and build upon the City's SLR Adaptation Strategy Report dated May 2019 to complete a final SLR Adaptation Strategy Report, advance the updated LCP, and support implementation of actions that build coastal resilience.

Dudek proposes that the City's SLR Adaptation Strategy Report and SLR Vulnerability Assessment and Fiscal Impact Report are combined into a single SLR document. There is a significant amount of duplicate report information, including sections describing the four LCP Planning Areas and the SLR values used in the analysis. Additionally, the SLR Adaptation Strategy Report includes a major section titled "Economic Analysis" and the SLR Vulnerability Assessment and Fiscal Impact Report includes a major section titled "Economic and Fiscal Impact Analysis" that are very similar. Merging these two documents would reduce duplicate information, allow the public to more easily navigate the City's SLR analysis by having all the information in one place, and reduce costs to the City to complete this project by minimizing the volume of documents and submittals.

The updated SLR Adaptation Strategy Report will use the following categories of adaptation approaches:

– **Nature-Based Approaches.** Nature-based, soft strategies that restore or enhance a natural feature using components of the environment, such as beach nourishment/dune construction.

– **Hybrid Approaches.** Creative strategies that combine traditional hard engineering strategies that involve constructing or expanding a permanent concrete or steel structure, such as a seawall, with more soft strategies.

– **Other Protections and Accommodations.** Employing methods that modify existing assets or developing new standards to decrease hazard risks, such as using materials to increase the strength of development to handle additional wave impacts or building structures that can easily be removed during storms.

Within these approaches, Dudek will analyze various adaptation strategies because the most appropriate adaptation strategies are dependent on the local SLR risks, existing shoreline geometric shape and form, and the amount of development. To develop a full understanding of what solutions are available and what has or has not been effectively

used in similar coastal areas, Dudek will communicate and collaborate with other agencies as well as non-governmental organizations and stakeholders engaged in SLR adaptation planning. In the preliminary phase, Dudek will strive to come up with a wide range of creative and effective solutions to provide the City with a framework within the LCP Amendment.

The SLR Adaptation Strategy Report will be updated to include the potential suite of adaptation strategies that may be appropriate in each of the four planning areas. Dudek will collaborate with City staff to best understand the intricacies and risks unique to each planning area to determine which solutions would be most effective. The suite of strategies will be presented as adaptation pathways, which are visual representations of potential adaptation options with an estimated timeline for planning and implementation. The adaptation pathways highlight the relationships between adaptation strategies, such as when one might become ineffective and what other strategies could then be implemented to provide continuous protection. Pathways will incorporate specific thresholds that act as triggers for implementation action, such as flooding frequency.

Pathways provide the City a way to identify strategies that are "low-hanging fruit" and can be implemented in the short-term while also planning for longer-term Capital Improvement Program projects that will take decades to finance and implement. This phased approach provides the City an opportunity to think about how adaptation strategies can complement each other, with long-term strategies building on short-term actions. A phased approach also provides the City with the flexibility to adjust to the latest science as it develops in the future, and to learn about what adaptation strategies work best.

Dudek is familiar with the strategies analyzed in the Draft Sea Level Rise Adaptation Strategy Report (2017) and will propose innovations within Areas 2 and 3 given that planning processes for Areas 1 and 4 are already underway through relocation of the McGrath State Beach facilities and eventual decommissioning of the McGrath Peaker Plant/Mandalay Beach Generating Station, and the Ormond Beach Coastal Restoration and Public Access Project, respectively. Within Area 2, Green Protect is the superior choice by a wide margin from a cost-benefit perspective (without including the ecological benefits of maintaining a sandy beach and dune ecosystem) and involves beach and dune management along Oxnard Shores (from 5th Street south). Within Area 3, adaptation is complex because of the multi-jurisdictional context. The beach in this area is under the jurisdiction of the County of Ventura, while policies that guide the development of Channel Islands Harbor are identified within the Channel Islands Harbor Public Works Plan. This area is most vulnerable to coastal storms so coordinating with the County of Ventura is an important first step. Additionally, coordinating with the Channel Islands Harbor is critical to obtain better cost-benefit estimates and develop subsequent implementation plans.

Dudek will research new ideas and concepts to provide the City with the most promising adaptation strategies. Successful adaptation will require a range of strategies that vary across both spatial and temporal scales. Thus, every approach will be some form of a hybrid, i.e., combination of strategies. Examples of new ideas and concepts for Areas 2 are described below:

- Area 2: Adaptation pathway for beach and dune management based on *VC Resilient Coastal Adaptation Project: Sea Level Rise Adaptation Strategies Report* (2019) case studies for Hollywood Beach and Silverstrand, as suggested in the 2019 report.
    - The Draft Sea Level Rise Adaptation Strategy Report (2017) did not include adaptation pathways, which are now considered a best practice (Lester et al. 2023). An adaptation pathway with thresholds that will trigger predetermined planning processes can provide a more acceptable, phased approach for beach and dune management (see example below). Potential triggers for implementation of the

next adaptation strategy could occur when coastal storm flooding reaches the homes that lie behind the existing dunes and any seasonal berms are eroded, or after coastal storm flooding overtops or erodes dunes and damages the homes that lie behind to the extent that there are flood insurance claims.

- Area 2: Sediment management. Successful beach and dune management requires sediment. The Draft Sea Level Rise Adaptation Strategy Report (2017) determines that the amount of beach and dune nourishment required to protect the existing shoreline through 2100 would include 10 beach nourishments and 7 dune treatment events. However, the report does not specify a sediment source nor maintenance program to sustain the strategy. This is not uncommon. Lester et al. (2023) found that more than half of the coastal cities have recommended nourishment as a future adaptation strategy; however, while most jurisdictions (86%) have identified specific sites to target, much fewer have analyzed estimated project cost (38%), the volume of sand required (38%), or specific sand supply locations (43%). Dudek's project team has worked on the renowned Cardiff State Beach Living Shoreline Project and understands part of its success has been the fact that it has an annual sediment source from adjacent lagoon dredging to re-establish the sacrificial erosion zone along the dune toe. Dudek recognizes that sand bypass and dredging projects have been a regular part of sand replenish projects along the South Coast for the past several decades and intend to identify potential sources of beach quality sediment to implement this Green Protect strategy, including supporting BEACON in its effort to review the performance history of the historic South Central Coastal Beach Enhancement Program opportunistic sand program and create a new version with a modified scope as appropriate to support smaller scale projects and increase its utilization within the region.

Within each planning area, Dudek will also work with LWC to provide a discussion of the costs and benefits of the pathway strategies to help inform priorities. Dudek and LWC will use qualitative criteria to evaluate the strategies, such as effectiveness, environment, economy, equity, feasibility, and robustness. For example, since SLR adaptation is an evolving field, an evaluation of feasibility will document which solutions are established and have been used effectively over the years and which are potential new innovative solutions to consider. For example, instead of a traditional concrete seawall, "ECOncrete" could be used to support biotic growth and marine life. The chemical composition of the admixture promotes growth of organisms like oysters, corals, barnacles, etc. that not only support marine life, but also strengthen concrete structures through bioprotection. ECOncrete is a relatively new innovation, with the Port of San Diego implementing an ECOncrete pilot program in 2019. So far ECOncrete has been used on 40 projects in 13 different countries and could provide the City of Oxnard with the opportunity to be on the leading edge of an innovation that promises to decrease the ecological footprint of coastal construction projects.

Another innovative adaptation is the use of olivine as a beach nourishment material with natural carbon-capture properties. Olivine is an abundant mineral that undergoes a natural chemical reaction when weathered and dissolved in ocean water. The chemical reaction directly uptakes carbon dioxide and generates alkalinity which counteracts the ocean acidification effect of carbon dioxide. This technology is also currently in the pilot program phase and could potentially offer a solution to the issues of climate change, carbon dioxide pollution, and shortages of beach nourishment sediment materials.

Other innovative adaptation solutions in addition to construction materials include biofiltration and bioretention technology to address increased flooding from sea level rise, new buoy technologies to accurately collect key ocean data to assist in sea level rise planning, new survey technologies to track beach erosion and highlight problem areas, and many more.

If the City approves merging the two SLR documents, then the SLR Adaptation Strategy Report will be integrated with the SLR Vulnerability Assessment and Fiscal Impact Report. If the City decides to keep the two SLR documents separate, then the SLR Adaptation Strategy Report will be a standalone deliverable. In either case, as in Task 2.2, the draft report will be submitted to City staff prior to development of the final report. This draft will be equivalent to a preliminary 100% report version. The City will be expected to provide one set of nonconflicting comments before development of the final report. Since all documents will be posted on the City's website, the final version will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Summary of Stakeholder Feedback from other City agencies and non-City entities
- Draft *SLR Adaptation Strategy Report*, including cost benefit analysis
- Final *SLR Adaptation Strategy Report*, including cost benefit analysis

Tasks 3.2— Public Engagement on Outcomes from Tasks 2 and 3

Because acceptance by key stakeholders and the public is, ultimately, what sees plans through the approval process, Kearns & West proposes a holistic approach to complement Tasks 2, 3, 4, and 5. Kearns & West recognize that stakeholders bring important ideas and perspectives at every step in the process and will therefore lead community engagement in two rounds that align with various stages in the LCP Amendment process:

– Round 1: Team shares foundational information, specifically, findings from the updated SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report and LCP Amendment process, including how community input will be used

– Round 2: Team shares draft policies and ordinances and solicits feedback that will be used to fine-tune the recommendations.

For tasks 2 and 3, there will be two (2) community meetings (one each for Tasks 2.2 and 3.2). Kearns & West will prepare two fact sheets – one for each of the two rounds of engagement – that provide project information in an interesting, relatable, and understandable format. A one-page document is planned so that it can be printed with a Spanish version on one side and English on the other. As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format so that the content can also be used for the City's website. A Mixtec version can be developed as well.

In Kearns & West's experience conducting engagement for planning projects focused on climate change and SLR adaptation, having both larger meeting formats and small group discussions has proven highly effective and can be conducted in multiple languages. For this reason, for each round, there will be two community meetings for broader public participation (for a total of four meetings, in-person and/or virtual) and four focused discussion groups organized by planning area/common interests, such as underrepresented/environmental justice communities or visitor-serving businesses) or key issues (for a total of eight meetings, in-person and/or virtual). For community meetings, Dudek's initial recommendation is to hold one in the vicinity of the coastal neighborhoods and one in South Oxnard during each round. Kearns & West will develop interactive activities that will yield input that can be meaningfully used by the project team. For the South Oxnard community meetings in particular, attention will be given to making the meetings "multi-language" where translation and interpretation is seamless, so that everyone feels at home when they walk into the meeting space. For focused discussion groups, the goal is for more in-depth conversations with community leaders who can represent the needs and priorities of community members, with an emphasis on social equity considerations.

For all meetings, Kearns & West will do the following:

– Prepare a logistics plan to track all the details involved in successful community meetings, such as date and location information, specific objectives for the meetings, a timeline for notifications and other announcements, annotated agenda, description of engagement and input activities, translation and interpretation strategies, materials list and preparation timelines, and project team roles.

– Coordinate and prepare with interpreter(s).

– Conduct a dry run with the project team, including tips for productive interactions with the public.

– Provide a senior facilitator and two community engagement specialists for the meeting (at least one who speaks Spanish and Mixtec languages and can facilitate in Spanish and Mixtec languages).

– Prepare a meeting summary documenting when, why, who, and what, including descriptions of the comment and engagement opportunities, documentation of all input, and themes synthesized from the input.

This approach assumes that City facilities will be used for community meetings, and that the City will be responsible for meeting notifications and announcements and any paid media.

In this task, Kearns & West will facilitate the community meetings of Round 1 to introduce the project, present key findings of the SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report, and facilitate understanding of adaptation options for the four planning areas to be explored further in Task 4.2.

Deliverables:

- Engagement Approach Fact Sheets (for Rounds 1 and 2)
- Community Meetings No. 1 and 2 (including all preparation and materials)
- Community Meetings No. 1 and 2 Summary

Tasks 3.3– Coordination with CCC and City Staff

The Dudek team believes that coordination and engagement with CCC staff throughout the update process is key to ensuring that the LCP Amendment ultimately presented for CCC consideration represents an effort that, to the greatest extent possible, balances the needs of the residents and visitors of the City with CCA goals. Dudek coastal planners regularly coordinate with CCC staff in all District offices, including the South Central Coast District Office. Policy disputes and differences in interpretation can arise between CCC staff and applicants, particularly local governments, and Dudek has successfully navigated such obstacles in past projects, reaching effective compromises that achieve local goals while honoring CCC authority.

Dudek will provide materials to CCC staff in advance of the meeting and lead the in-person meeting to discuss the SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report as well as outreach efforts. Through CCC coordination, the Dudek team will receive input to verify that CCC staff is comfortable with the documents' methods, detail, and conclusions to support the direction of the LCP Amendment process. Including the CCC early in this process will give the City the opportunity to provide feedback on more controversial and complicated SLR planning policy topics, such as shoreline protection structures. Based on one round of CCC comments, the Dudek team will revise the SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report. As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

As the project timeline may be affected by coordination with CCC staff, Dudek also suggests setting up a protocol with CCC staff to streamline draft document/policy transmittals and to receive CCC comments and feedback. It may be helpful to share the project timeline with CCC staff and set up pre-scheduled CCC review periods/meetings to obtain comments on critical deliverables and keep the project on schedule and budget. Dudek is familiar with the CCC staff review process and will ensure that CCC staff have at least one month to review draft documents.

Ongoing coordination with CCC staff is critical to managing the project schedule because local hearings and approvals can be delayed if feedback on proposed policy language prior to local hearings is not provided in a timely manner by CCC staff. Dudek has found that keeping track of revisions and policy suggestions using a "key issues list" will assist with focusing on important areas of discussion throughout the process.

In addition, the Dudek team will prepare a staff report and PowerPoint presentation and attend one relevant City Committee meeting to discuss findings of the SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report as well as CCC coordination.

Deliverables:

- One (1) CCC Meeting regarding the updated SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report as well as public engagement
- Revised *Final SLR Vulnerability Assessment*, Fiscal Impact Report, and Adaptation Strategy Report
- City Committee Meeting

Task 4: Draft Coastal Land Use Plan (LUP) Update

Task 4.1– Prepare Updated Draft LUP Policy Document

Building off the preliminary policy updates drafted in 2019 and outcomes of Tasks 2 and 3 of this project, the Dudek team will work with City staff to identify the portions of the existing LUP that require modification to improve the City's resilience to SLR and prepare an Administrative Draft LUP Amendment. Example policy updates include monitoring program details; development and permit standards, such as hazard overlay zones, site-specific technical analyses, shoreline protection device requirements, flood hazard avoidance and mitigation measures, and redevelopment criteria; and SLR adaptation strategies to address vulnerable coastal resources, such as public coastal access and recreation areas, beaches and environmentally sensitive habitat areas, as well as critical public infrastructure, such as energy and wastewater facilities, and transportation and stormwater infrastructure. These policy updates will consider the specific needs of each planning area.

Dudek will also coordinate with Kearns & West to continue the Round 1 public engagement effort through the second community meeting. This meeting will give a basic overview of what LCPs are, why the update is needed, and how the update process works, including how community feedback will be obtained throughout the project.

The Administrative Draft LUP Amendment will undergo two rounds of City review (internal and interdepartmental). Following each round of review, the City will be expected to provide one set of nonconflicting comments. Based on the City's comments on the second Administrative Draft, Dudek will finalize the Administrative Draft LUP Amendment for CCC review (Task 4.2). As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Finally, as policy updates to the LUP are being developed, Dudek will also compile a list of relevant components of the LIP that will need to be updated as part of Task 5.

Deliverables:

- Community Meeting No. 3 (including all preparation and materials)
- Community Meeting No. 3 Summary
- Administrative Draft LUP Amendment

Task 4.2– Review of Updated Draft LUP Policy Document

As described in Task 3.3, Dudek will solicit CCC comments and feedback on mutually agreed deliverables. CCC review of the Administrative Draft LUP Amendment will provide recommendations on how to approach the most complicated coastal resource policy decisions facing the City. It is considered best practice to obtain CCC review at this stage of the update process because waiting longer can result in more substantive changes to address key issues, causing project delays. As needed, Dudek will attend one meeting with the City and CCC staff to discuss CCC staff comments on the Administrative Draft LUP Amendment.

The Dudek team will compile CCC comments received on the Administrative Draft LUP Amendment and develop a summary of comments and responses for consideration. These comments will also become a required component of the record for the LCP Amendment materials for submittal to CCC. Dudek will work closely with the City to address and incorporate CCC feedback into the document. This task assumes two rounds of City review (internal and interdepartmental) to appropriately revise and clarify policy language. The City will be expected to provide one set of nonconflicting comments following each round of review.

In addition, Kearns & West will facilitate two focused discussion groups concluding Round 1 outreach to further explore the adaptation options for the four planning areas. There will be a meeting for each planning area so attendees can review how these options are captured in the draft LUP policy, ask questions, and provide input to the project team.

Through project check-ins with City staff outlined in Task 1.2, all changes to the Administrative Draft LUP Amendment based on CCC, City, and public comments will be integrated into the Public Review Draft LUP Amendment. Following incorporation of all comments, Dudek's technical editing and publications staff will format the Public Review Draft LUP Amendment. As with all previous deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Community Meeting No. 4 (including all preparation and materials)
- Community Meeting No. 4 Summary
- One (1) Focused Discussion Group (including all preparation and materials)
- Focused Discussion Group Meeting Summary
- One (1) CCC Meeting
- Public Review Draft LUP Amendment

Task 4.3– Prepare Comprehensive LUP Document

While CCC review of the Administrative Draft LUP Amendment provided preliminary guidance, CCC review of the Public Review Draft LUP Amendment is critical to provide more detailed feedback in advance of Planning Commission and City Council hearings and thereby ensure a streamlined review and resolution of issues upon submittal to the CCC for required approval and certification. As needed, Dudek will attend one meeting with the City and CCC staff to discuss CCC staff comments on the Public Review Draft LUP Amendment.

Similar to Task 4.2, the Dudek team will compile CCC comments received on the Public Review Draft LUP Amendment and develop a summary of comments and responses for consideration. Again, these comments will also

become a required component of the record for the LCP Amendment materials for submittal to CCC. Dudek will work closely with the City to address and incorporate CCC feedback into the document. This task assumes two rounds of City review (internal and interdepartmental) to appropriately revise and clarify policy language. The City will be expected to provide one set of nonconflicting comments following each round of review. All changes to the Public Review Draft LUP Amendment will be integrated into the Final LUP Amendment.

The Dudek team will prepare staff reports, resolutions, and presentations, including one round of City review, for one Planning Commission public hearing and one City Council public hearing to approve the Final LUP Amendment. One member from the Dudek team will attend these meetings in person to present the Final LUP Amendment and answer any questions.

To initiate Round 2 of the public engagement effort, Kearns & West will facilitate the first community presenting the Final LUP Amendment. The meeting will provide attendees a comprehensive look at the City's policy document to address SLR, provide an opportunity to ask questions, and prepare for the transition to development standards needed to implement the updated LUP in the LIP.

Including any final text edits, Dudek will assist the City in preparing the formal LUP Amendment submittal package for CCC. The formal submittal package will be prepared in accordance with the requirements of the CCA and Article 7 of Title 14 of the California Code of Regulations, including the proposed text and map changes to the LCP and supporting technical studies and necessary administrative processing requirements (City resolutions and staff reports). Dudek's experience is that SLR LCP Amendments in particular can experience time delays associated with receiving and resolving CCC comments. Dudek's positive working relationships with CCC staff and in-depth understanding of CCC concerns will help to overcome this obstacle and facilitate continued progress operationalizing the City's resilience goals in this LCP Amendment. As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Final LUP Amendment (digital version and five (5) hard copies)
- Planning Commission hearing staff report, resolution, and presentation
- City Council hearing staff report, resolution, and presentation
- Community Meeting No. 5 (including all preparation and materials)
- Community Meeting No. 5 Summary
- One (1) Focused Discussion Group (including all preparation and materials)
- Focused Discussion Group Meeting Summary
- One (1) CCC Meeting
- LUP Amendment application package for CCC submittal

Task 4.4– Prepare Necessary Environmental Document for Update Draft LUP

The California Environmental Quality Act (CEQA) does not apply to the preparation and approval of LCPs by local agencies, Statutory Exemption per CEQA Guidelines §15265 [CEQA section 21803 PRC and §21080.9 PRC]. Furthermore, while the burden for CEQA is shifted to CCC, the CCC staff report process is seen as a 'functional equivalent' to CEQA, and as such, CCC does not conduct formal CEQA documentation. As the LUP, and the LIP, are constituent parts of the LCP, no separate CEQA documentation is required. The necessary environmental documentation is captured in the evaluation of consistency of the LCP (LUP and LIP) by CCC.

That being said, at the request of the City, Dudek will prepare a CEQA Notice of Exemption. This scope assumes that the City will be responsible for filing, noticing, and/or associated fees therein.

Deliverables:

- CEQA Notice of Exemption

Task 5: Local Coastal Implementation Plan (LIP) Amendment (Coastal Zoning Ordinance)

Task 5.1— Review and Prepare Update to the LIP

LWC will work with Dudek and City staff to identify components of the Coastal Zoning Ordinance, Chapter 17 of Oxnard Municipal Code that warrant updates and modifications to implement the final LUP and prepare an Administrative Draft LIP Amendment. The Administrative Draft LIP Amendment will include particular attention to state regulations, City Council policy approaches, and legal requirements addressing Housing Element compliance, mandates, and regulations addressing rebuilding, building height, and CCC provisions integrating LCP provisions relative to updating the Coastal Zoning Ordinance. Example ordinance updates include expansion of flood hazard areas to include areas of potential future flooding with SLR and standards consistent with the SLR Vulnerability Assessment, such as application requirements and design considerations that address current and future flood risk with SLR, such as limitations on basements.

The Administrative Draft LIP Amendment will undergo two rounds of City review (internal and interdepartmental). Following each round of review, the City will be expected to provide one set of nonconflicting comments. Based on the City's comments on the second Administrative Draft, Dudek will finalize the Administrative Draft LIP Amendment for CCC review (Task 5.2).

Deliverable:

- Administrative Draft LIP Amendment

Task 5.2— Public Engagement Pertaining to LIP

Similar to Task 4.2, Dudek will solicit CCC comments and feedback on the Administrative Draft LIP Amendment. The Dudek team will compile all comments received from CCC on the Administrative Draft LIP Amendment and develop a summary of comments and responses for consideration. These comments will also become a required component of the record for the LCP Amendment materials for submittal to CCC. Dudek will work closely with the City to address and incorporate CCC feedback into the document. This task assumes two rounds of City review (internal and interdepartmental) to appropriately revise and clarify code language. The City will be expected to provide one set of nonconflicting comments following each round of review.

In addition, LWC will prepare an executive summary outlining changes by Coastal zoning district and assist Kearns & West in facilitating four focused discussion groups to further explore key issues. The meetings will be organized by key issues so attendees can better understand the implications, ask questions, and provide input to the project team.

Through project check-ins with City staff outlined in Task 1.2, all changes to the Administrative Draft LIP Amendment based on CCC, City, and public comments will be integrated into the Public Review Draft LIP Amendment. Following incorporation of all comments, Dudek's technical editing and publications staff will format the Public Review Draft LIP Amendment. As with all previous deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Executive summary of changes in Coastal zoning district and supporting community engagement materials
- Community Meeting No. 6 (including all preparation and materials)

- Community Meeting No. 6 Summary
- One (1) CCC Meeting
- Public Review Draft LIP Amendment

Task 5.3– Approval of Final LIP

Similar to Task 4.3, CCC review of the Public Review Draft LIP Amendment is critical to provide more detailed feedback in advance of Planning Commission and City Council hearings. As needed, Dudek will attend one meeting with the City and CCC staff to discuss CCC staff comments on the Public Review Draft LIP Amendment.

Similar to Task 5.2, the Dudek team will compile CCC comments received on the Public Review Draft LUP and develop a summary of comments and responses for consideration. Again, these comments will also become a required component of the record for the LCP Amendment materials for submittal to CCC. Dudek will work closely with the City to address and incorporate CCC feedback into the document. This task assumes two rounds of City review (internal and interdepartmental) to appropriately revise and clarify code language. The City will be expected to provide one set of nonconflicting comments following each round of review. All changes to the Public Review Draft LIP Amendment will be integrated into the Final LIP Amendment.

The Dudek team will prepare staff reports, resolutions, and presentations, including one round of City review, for one Planning Commission public hearing and one City Council public hearing to approve the Final LIP Amendment. One member from the Dudek team will attend these meetings in person to present the Final LIP Amendment and answer any questions.

To conclude Round 2 of the public engagement effort, Kearns & West will facilitate the second community presenting the Final LIP Amendment. The meeting will provide attendees a comprehensive look at the various new and updated development standards that would apply in the City and provide an opportunity to ask questions.

As in Task 4.3, the project team will assist the City in preparing the formal LIP Amendment submittal package for CCC, including any final text edits, in accordance with the requirements of the CCA and Article 7 of Title 14 of the California Code of Regulations.

Deliverables:

- Final LIP Amendment (digital version and five (5) hard copies)
- Planning Commission hearing staff report, resolution, and presentation
- City Council hearing staff report, resolution, and presentation
- One (1) CCC Meeting
- LIP Amendment application package for CCC submittal

Task 5.4– As needed, and dependent upon the approach implemented in Task 4.4, Prepare Necessary Environmental Document

As described under Task 4.4, based on the tasks identified in the RFP no separate environmental document for Task 5.4 would be necessary (see Task 4.4).

Agreement No. 32400306

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and DUDEK)

SCHEDULE OF COMPENSATION

[Schedule on next page]

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Agreement No. 32400306

City of Oxnard

Comprehensive Local Coastal Program Amendment Cost Estimate

		Dudek Labor Hours and Rates														Subconsultant Fees				
	Project Team Role:	Specialist II	Specialist V	Specialist I	Project Director/Environmental	Project Director/Environmental	Senior Engineer III	Specialist V	Creative Services IV	Sr. Hydrogeologist I/Engineer	Principal Hydrogeologist/Engineer	Publications Specialist I	Analyst II			CCC Strategy Collaborative Land Use	Outreach Kearns & West	Zoning and Economics Lisa Wise Consulting		
	Team Member:	Carolyn Groves	Sarah Richmond	Henry Eckold	Matthew Valerio	Asha Bleier	Patrick Miskel	Eric Schniewind	Raoul Ranoa	Amy Lynn-Williams	Jill Weinberger	Publications Specialist I	Analyst II	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Fee	Fee	Fee	OTHER DIRECT COSTS	TOTAL FEE
	Billable Rate:	$160.00	$195.00	$150.00	$280.00	$280.00	$260.00	$195.00	$170.00	$230.00	$310.00	$100.00	$110.00							
Task 1	**Project Timeline, Management, and Public Engagement**																			
1.1	Project Timeline	16	8		4		4							32	$6,280					$6,280
1.2	Project Management	240	96		24	24	48							432	$83,040		$8,015	$19,009		$110,064
1.3	Public Engagement	48	16				8							72	$12,880		$15,801		$15,000	$43,681
	Subtotal Task 1	**304**	**120**		**28**	**24**	**60**							**536**	**$102,200**					**$160,025**
Task 2	**SLR VA**																			
2.1	SLR Scenarios and Data	10	10				40	40		8	4			112	$24,830					$24,830
2.2	Update SLR VA	20	20				80	80	24	16	4	4		248	$52,900					$52,900
2.3	Evaluate FIR	10	10				20					4		44	$9,150			$64,883		$74,033
	Subtotal Task 2	**40**	**40**				**140**	**120**	**24**	**24**	**8**	**8**		**404**	**$86,880**					**$151,763**
Task 3	**SLR Adaptation Strategy Report**																			
3.1	Develop Conceptual Adaptation Options	40	20				80	20	24	10	8	4		206	$44,260			$48,564		$92,824
3.2	Public Engagement for Tasks 2 and 3	60	20				10							90	$16,100		$17,250			$33,350
3.3	City/CCC Coordination	40	10				10							60	$10,950	$17,250		$2,541		$30,741
	Subtotal Task 3	**140**	**50**				**100**	**20**	**24**	**10**	**8**	**4**		**356**	**$71,310**					**$156,915**
Task 4	**LUP Amendment**																			
4.1	Prepare Updated Draft LUP	100	60	60		4	10		8			12		254	$42,980		$17,250			$60,230
4.2	Review Updated Draft LUP	60	20	40		4	8		8			12		152	$25,260		$25,875			$51,135
4.3	Prepare Final LUP	40	20	20		4	8		8			12		112	$19,060		$25,875			$44,935
4.4	Prepare Environmental Document				2								6	8	$1,220					$1,220
	Subtotal Task 4	**200**	**100**	**120**	**2**	**12**	**26**		**24**			**36**	**6**	**526**	**$88,520**					**$157,520**
Task 5	**IP Amendment**																			
5.1	Prepare Updated Draft LIP	40	10			4	16					8		78	$14,430			$83,582		$98,012
5.2	Public Engagement	16					8							24	$4,640		$17,250			$21,890
5.3	Approve Final LIP	20	12			4	8					8		52	$9,540			$46,040		$55,580
5.4	Prepare Environmental Document																			
	Subtotal Task 5	**76**	**22**			**8**	**32**					**16**		**154**	**$28,610**					**$175,482**
	Total Hours	760	332	120	30	44	358	140	72	34	16	64	6	1976						
	Total	$121,600	$64,740	$18,000	$8,400	$12,320	$93,080	$27,300	$12,240	$7,820	$4,960	$6,400	$660		$377,520	$17,250	$127,316	$264,619	$15,000	$801,705
	Percent of Hours (Base)	*38%*	*17%*	*6%*	*2%*	*2%*	*18%*	*7%*	*4%*	*2%*	*1%*	*3%*	*0%*							
																			10% CONTINGENCY	**$80,170**
																			TOTAL CONTRACT BUDGET	**$881,875**

Compensation Terms

Table 1 outlines hourly billing rates for staff to be used on this project as well as all potential reimbursable costs. Hourly rates include all potential reimbursable costs and are guaranteed for a three-year period.

Table 1. Hourly Billing Rates

Project Team Roles/Titles	Hourly Rate
Project Manager – Specialist II	$160
Senior Coastal Planner – Specialist V	$195
Principal In Charge – Project Director/Environmental	$280
Planning, LEED AP BD+C – Project Director/Environmental	$280
Planning – Specialist I	$150
Engineering – Senior Engineer III	$260
Engineering – Specialist V	$195
Engineering – Sr. Hydrogeologist I/Engineer I	$230
Groundwater – Principal Hydrogeologist/Engineer II	$310
Graphics – Creative Services IV	$170
Publications Specialist I	$100
Analyst II	$110
Outreach - Principal (Kearns & West)	$330
Outreach – Director & Facilitator (Kearns & West)	$215
Zoning & Economics-President (Lisa Wise Consulting)	$295
Zoning & Economics –Director (Lisa Wise Consulting)	$250
Zoning & Economics–Senior Associate (Lisa Wise Consulting)	$195
Zoning & Economics- Lead Associate (Lisa Wise Consulting)	$175
Coastal Strategist (Collaborative Land Use Solutions)	$200

Agreement No. 32400306

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and DUDEK)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "CONSULTANT") 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.

[Exhibit on next page]

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. 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.

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

Agreement No. 32400306

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

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

Agreement No. 32400306

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:

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.

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.

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.

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.

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.

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

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

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: _____

Agreement No. 32400306

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.

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.

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.

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.

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.

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

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

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 _____

EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and DUDEK)

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 Consultant/Professional services contracts that may be governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT 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 CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. CONSULTANT 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 CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and DUDEK)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT 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. CONSULTANT shall perform the Project as a public work. CONSULTANT 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. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.

3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. CONSULTANT 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. CONSULTANT 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 CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT

and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT 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, CONSULTANT must immediately notify CITY.

8. CONSULTANT 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. CONSULTANT 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. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by CONSULTANT 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 CONSULTANT'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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT 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 CONSULTANT, 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 CONSULTANT under this Section shall survive Agreement termination.

Award of Agreement for the Preparation of a Comprehensive Local Coastal Program Amendment

Kathleen Mallory, Planning & Sustainability Manager
Jasmin Kim, Principal Planner
Community Development Department

Community Service, Public Safety, Housing & Development Committee
January 23, 2024

CITY OF OXNARD CALIFORNIA

EXECUTIVE SUMMARY

- California Coastal Act (1976) requires local governments to prepare and implement Local Coastal Programs (LCPs) to protect natural and man-made coastal resources and maximize public access to the shorelines.

PUBLIC RESOURCES CODE
DIVISION 20
CALIFORNIA COASTAL ACT
(2023)

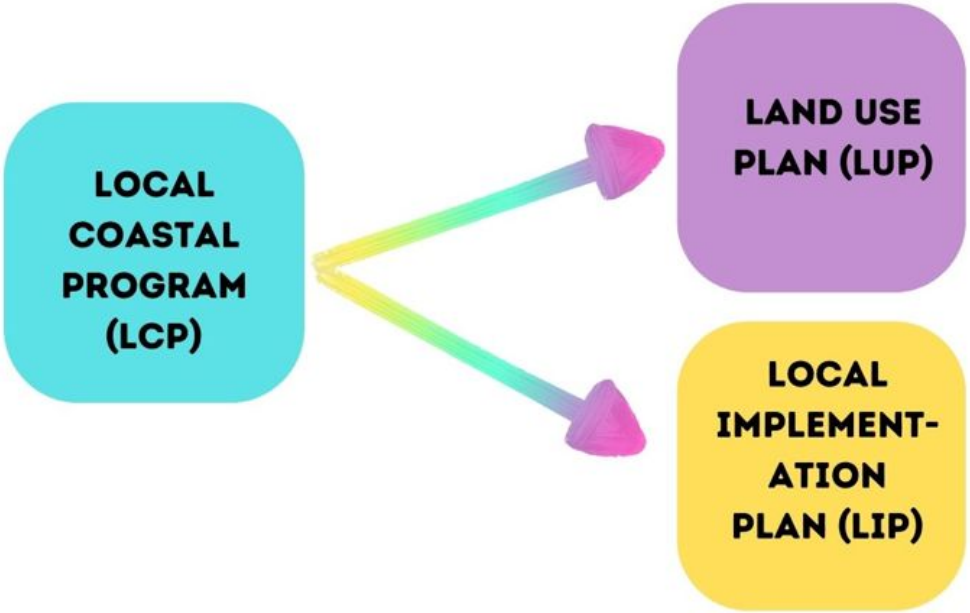
		Section	Page
Chapter 1	Findings and Declarations and General Provisions	30000	1
Chapter 2	Definitions	30100	8
Chapter 2.5	Revisions to the Coastal Zone Boundary	30150	17
Chapter 3	Coastal Resources Planning and Management Policies Article 1. General Article 2. Public Access Article 3. Recreation Article 4. Marine Environment Article 5. Land Resources Article 6. Development Article 7. Industrial Development Article 8. Sea Level Rise	30200	35
Chapter 4	Creation, Membership, and Powers of Commission and Regional Commissions Article 1. Creation, Membership of Commission and Regional Commission Article 2. Qualifications and Organization Article 2.5. Fairness and Due Process Article 3. Powers and Duties Article 4. Local Coastal Program Implementation Costs	30300	54
Chapter 5	State Agencies Article 1. General Article 2. State Agencies	30400	82
Chapter 6	Implementation Article 1. Local Coastal Program Article 2. Procedure for Preparation, Approval, and Certification of Local Coastal Programs Article 3. Coastal Public Access Program	30500	93

EXECUTIVE SUMMARY

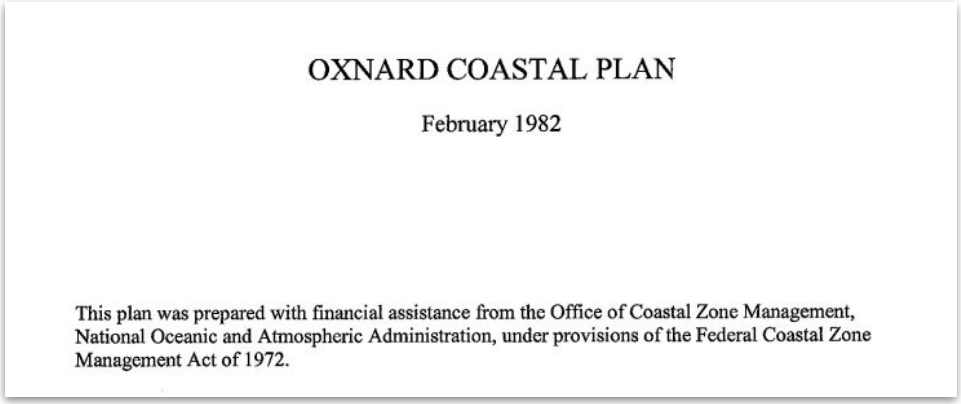
- LCPs - planning documents used by local governments to guide development in the coastal zone, in coordination with the California Coastal Commission (CCC).
- LCPs must be in conformance with California Coastal Act requirements; reflect the unique and specific community characteristics of the jurisdiction.
- LCPs contain regulations for future development and protection of coastal resources by specifying appropriate location, type, and scale of new or changed uses.

Background

- LCP consists of a Land Use Plan (LUP) and Local Implementation Plan (LIP, Coastal Zoning Ordinance - Chapter 17 of the Oxnard City Code).
- Collectively, these two documents reflect the City's LCP.
- Substantial degree of Amendments anticipated = necessitate these two documents be submitted and certified by CCC as major LCP Amendments.

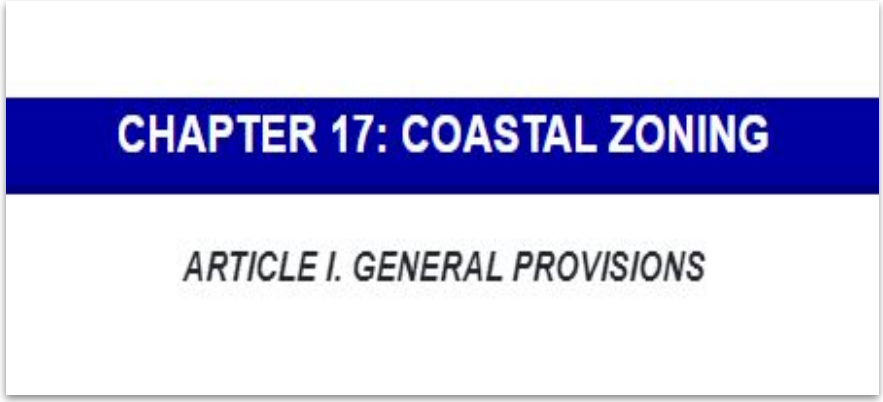


Background


OXNARD COASTAL PLAN

February 1982

This plan was prepared with financial assistance from the Office of Coastal Zone Management, National Oceanic and Atmospheric Administration, under provisions of the Federal Coastal Zone Management Act of 1972.

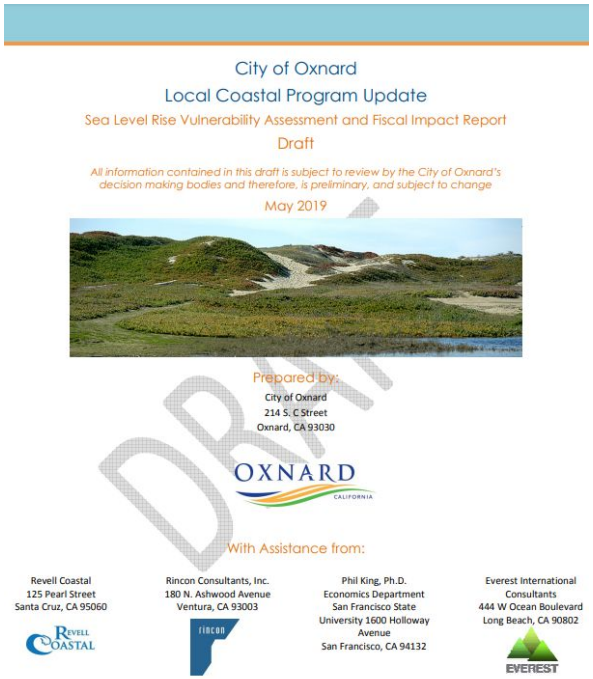

CHAPTER 17: COASTAL ZONING

ARTICLE I. GENERAL PROVISIONS

- City adopted LCP in 1982, which consists of the City's LUP and LIP (Chapter 17, Coastal Zoning Ordinance).
- City's coastal zone represents approximately 2,626 acres or 15% of the City's overall 17,367 acres.
- City's LCP was certified by the California Coastal Commission (CCC) in 1985.
- Comprehensive LCP amendment has not been completed since its original certification.

Background

- 2015 City received a CCC grant, and in 2019 produced a Draft Sea Level Rise (SLR) Vulnerability Assessment and Fiscal Impact Report; and Draft Sea Level Rise Adaptation Strategy Report.
- Community, technical advisory, and CCC engagement on Draft Studies.



City of Oxnard
Local Coastal Program Update
Sea Level Rise Vulnerability Assessment and Fiscal Impact Report
Draft

All information contained in this draft is subject to review by the City of Oxnard's decision making bodies and therefore, is preliminary, and subject to change

May 2019

Prepared by:
City of Oxnard
214 S. C Street
Oxnard, CA 93030

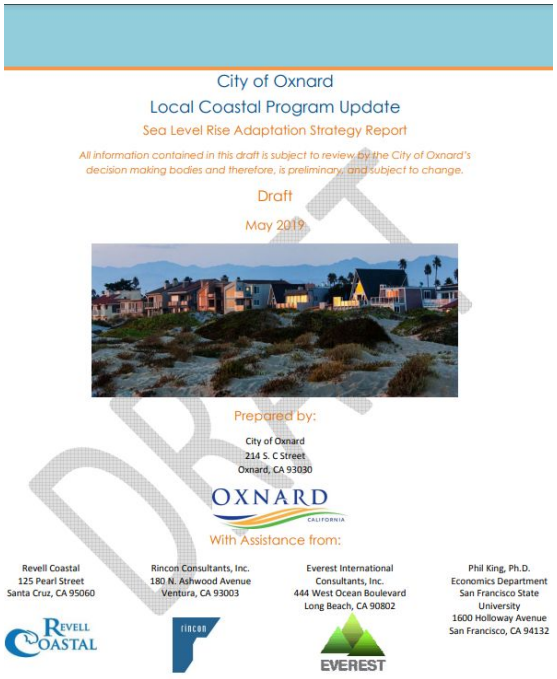
With Assistance from:

Revell Coastal
125 Pearl Street
Santa Cruz, CA 95060

Rincon Consultants, Inc.
180 N. Ashwood Avenue
Ventura, CA 93003

Phil King, Ph.D.
Economics Department
San Francisco State University 1600 Holloway Avenue
San Francisco, CA 94132

Everest International Consultants
444 W Ocean Boulevard
Long Beach, CA 90802



City of Oxnard
Local Coastal Program Update
Sea Level Rise Adaptation Strategy Report

All information contained in this draft is subject to review by the City of Oxnard's decision making bodies and therefore, is preliminary, and subject to change.

Draft

May 2019

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Long Beach, CA 90802

Phil King, Ph.D.
Economics Department
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

Analysis

- Request for Proposals (RFP) issued in Aug. 2023; received two proposals.
- Review by three staff members; and additional interviews, scope, and cost negotiations.
- Dudek was selected due to overall experience, responsiveness, local solution/approach, timeline, and budget.
- Three (3) year agreement with one (1) year extension to account for unexpected components arise.
- Inclusion of 10% contingency for a full agreement of $881,875 (not to exceed).

Analysis

Scope of Work:

- Task 1 - Project Management and Engagement Work
- Task 2 - Update Sea Level Rise Vulnerability Assessment (SLR/VA) and Fiscal Impact Analysis
- Task 3 - Draft SLR Adaptation Strategy Report Update
- Task 4 - Draft Coastal Land Use Plan (LUP) Update
- Task 5 - Local Coastal Implementation Plan (LIP) Amendment (Coastal Zoning Ordinance)

Financial Impact

- Agreement No. 32400306 has a not to exceed amount of $881,875, over four years (including an option for a one-year extension).
- The Agreement is funded through the General Plan Maintenance Fee (GPMF) revenue.
- The FY 2023-24 Community Development Department Budget includes a GPMF appropriation to cover the full amount of the Agreement ($881,875).

Recommendation

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a three (3) year agreement with the option for (1) one-year extension (Agreement No. 32400306) with Dudek, in an amount not to exceed $881,875 for the preparation of a comprehensive update to the Local Coastal Program (LCP), which is reflective of updates to the Coastal Land Use Plan (LUP) and Local Implementation Plan (LIP), Chapter 17 of the Oxnard City Code (Coastal Zoning Ordinance).

CITY OF
OXNARD
CALIFORNIA

Questions?