DATE: March 20, 2018

TO:

THROUGH: Scott Whitney
      Interim City Manager

FROM: Kymberly Horner
      Economic Development Director

SUBJECT: Oxnard Convention & Visitors Bureau Annual Update. (10/15/5)

CONTACT: Kymberly Horner, Economic Development Director
         Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That City Council receive a report on the Oxnard Convention and Visitors Bureau.

BACKGROUND

The Oxnard Convention and Visitors Bureau (“OCVB”) was initially formed in May 1974 as a nonprofit corporation for the purpose 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 and the Ventura County Coast 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. Going forward, OCVB’s stated goals include continuing to provide connectivity between visitor sectors. Doing this will require City support in implementing their long-term strategic plan.
In using print outreach, the OCVB generated 61 stories from press releases, generating $155,780 in approximate advertising equivalency. During the current fiscal year, OCVB was featured in newspapers, radio, TV, and online sites. Additionally, OCVB has a goal to update the Oxnard visitor guides and brochures for placement in over 600 locations across California.

In addition to their website, VisitOxnard.com, the OCVB is active on social media (Facebook and Instagram). OCVB also oversees the California Welcome Center (“CWC”) at The Collection at Riverpark. The CWC is currently the only state designated CWC in Ventura County.

On February 22, 2018, OCVB submitted a letter (Attachment #1) to the City Council and City Manager, stating their funding needs for the next five years. The Board along with the newly hired President and CEO, Julie Mino, will present their funding request through their annual update presentation at the March 20, 2018, City Council Meeting. Exhibit A of the current contract (Attachment #2), requires OCVB to provide a marketing plan and budget request on or before March 1st of each calendar year. Additionally, the OCVB agreement is set to expire on June 30, 2018. The Agreement was entered into on June 30, 2017 and was set for a one-year term (June 30, 2017-June 30, 2018); however the City has had an ongoing relationship with the agency since 1974. The Agreement entered last year, replaced the long term contract that was last revised in 1994. City Staff is preparing a new Agreement for City Council consideration, which will be presented in spring 2018.

FINANCIAL IMPACT

There is no financial impact in receiving this report.

STRATEGIC PRIORITIES

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

Goal 2. Enhance business development throughout the City.
Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.
Objective 2c. Capitalize on historic, cultural and natural resources.

ATTACHMENTS:
Attachment #1: OCVB Letter

Attachment #2: OCVB Agreement No. A-7968

Attachment #3: 2018 OCVB Presentation
February 22, 2018
City of Oxnard
City Manager’s Office
300 West Third Street
Oxnard, CA 93030

Dear Scott Whitney, and Members of the Oxnard City Council,

The Oxnard Convention & Visitors Bureau (OCVB) is pleased to be a marketing arm of the City, helping to support the City’s efforts to strengthen and build the economic vitality of our region, by stimulating tourism and business travel to Oxnard, through advertising, promotion, networking and a host of additional services. Due to a strong partnership with the City, and through your continued and valued investment in our efforts, OCVB has established an infrastructure of services to support and enhance tourism in our region, including the California Welcome Center, social media, and digital marketing materials, tours, visitor guides and brochures, and cooperative business agreements.

As you are aware, the tourism market in California is highly competitive, and we face significant and growing competition from our neighboring cities in attracting visitors to Oxnard over other potential destinations. Our ability to continue to increase visitors to our region, and the subsequent economic benefits of that growth, will require continued and sustained investment.

Below you will find a historical outlay of the OCVB budget as it has been funded by the City since 2008.

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*City of Oxnard provided a one-time $100k payment towards California Welcome Center Construction

This funding not only supports the efforts of the OCVB, but of the California Welcome Center (CWC) located at The Collection. The OCVB underwrites approximately $200,000 annually to run the CWC.

Since 2013 the annual Transient Occupancy Tax (TOT) has increased year over year, indicating that the efforts are paying off with increased visitor traffic to our Oxnard destination. In order to continue this growth and to remain competitive in the market, the OCVB needs to expand marketing and advertising efforts, through website, social media, rapidly evolving technology trends, and print advertising. These efforts will contribute to the continued growth of the TOT and benefit the City and the many businesses and attractions that are impacted by tourism. In addition to the TOT, our visitors spend an average of $565 during each visit.
Plans are approved, and development is underway for the addition of two new hotel properties at the Collection. The OCVB needs to stay pro-active in selling our community to ensure the success of these new hotels, in addition to the existing hotel properties.

The OCVB also plans to invest in hiring a new Sales Associate, whose responsibilities will include: increasing local attraction awareness, and achieving a broader reach in the tourism market, which will result in increased dollars to the City’s bottom line. Plans also call for producing and printing a visitor’s guide on an annual basis, allowing us to stay current and aligned with our neighboring competitors.

As Oxnard continues to grow, we are committed to continue to support the economic vitality of the City. We would like to secure that commitment by entering into a five-year funding agreement and aligning our funding with the performance of the TOT. We are asking for our baseline budget to be increased to $731,095 – a 2.63% increase from FY 17/18 as it correlates to the percentage increase in TOT from FY16/17. Future annual payments will include a 1:1 increase based on the percentage of increased TOT collected in the previous fiscal year, not to exceed a 5% increase from the previous year.

The approval of this funding request will further support the interests of local business and attractions and will add to the City’s efforts in enhancing the quality of life for all of our Oxnard residents. By continuing to develop Oxnard as a premier visitor destination, we build value for the residents of the city, and create a desirable place to live, work and play. On behalf of the Oxnard Convention & Visitors Bureau and California Welcome Center, we are in gratitude for your partnership, as we work together to continue to enhance Oxnard as one of the premier visitor destinations in Southern California.

Sincerely,

Julie Mino
President & CEO

CC: Kymberly Horner, Economic Development Director
OCVB, Board of Directors
AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of June, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Convention & Visitors Bureau ("OCVB"), a California nonprofit corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to market the Oxnard area to attract more visitors and tourists, as more fully described in Exhibit A; and

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

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

1. **Scope of Services**

   Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services").

2. **Method of Performing Services**

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

3. **Standard of Performance**

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

4. **Nonexclusive Services**

   This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. **Coordination of Services**

   The Services shall be coordinated with the, Economic Development Department Director ("Manager"), subject to the direction of the City Manager.
6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Economic Development Department Director and/or the City Manager of such delays.

9. Principal in Charge

Consultant hereby designates the OCVB Executive Director as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City’s Responsibility

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

12. Term of Agreement

a. This Agreement is intended to be a long term Agreement between the City and Consultant to ensure long term commitment of both parties and allow long range planning and programs. This Agreement shall be for a 12-month period commencing July 1, 2017. Therefore the City and Consultant shall mutually determine a new term for this Agreement which may have a maximum period of five (5) years, unless terminated pursuant to section 12(b) or 12(c).

b. This Agreement may be terminated by either party, with cause by either party the Agreement shall terminate within thirty (30) days of written notice or Ninety (90) days without cause.

c. If the Agreement is not terminated pursuant to section 12(b), the Agreement is further subject to the City Council appropriating sufficient funds each year this Agreement is in
effect to fulfill the funding set out in Section 14. If funds are not so appropriated, this Agreement shall automatically terminate on the date any funds that are so appropriated are exhausted.

13. Reserve

14. Compensation

a. For services rendered, OCVB shall be paid a total of $712,360 for the period July 1, 2017 through June 30, 2018, to be paid in four (4) quarterly payments.

b. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

d. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Reserve

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant’s relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its
directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, 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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

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

22. Insurance

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

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.
c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant’s employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers’ compensation insurance benefits.

24. Consultant Not Agent

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

25. Reserve

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of the City, which consent may be withheld for any reason.

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

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

35. Waiver

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

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same Agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices
a. Any notices to Consultant may be delivered personally or by mail addressed to Oxnard Convention & Visitors Bureau, 2775 N. Ventura Road, Suite 208, Ventura, California 93036, Attention: OCVB Executive Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Economic Development Department, 214 S. C Street, Oxnard, California 93030, Attention: Director with a copy to City of Oxnard, City Attorney’s Office, 305 W. 3rd Street, Oxnard, California 93030.

41. Amendment

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

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire Agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.
AGREEMENTS OF $250,000.01 OR MORE

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

CITY OF OXNARD

Tim Flynn, Mayor

Oxnard Convention & Visitors Bureau,
a California nonprofit corporation

Joshua Travers, Executive Director

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney 4/15/17

APPROVED AS TO CONTENT:

Kymberly Horner, Economic Development Director

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager
EXHIBIT A

SCOPE OF SERVICES
EXHIBIT A

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 and the City’s Department of Economic Development, 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’s Department of Economic Development, and/or other City agencies 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 shall manage the California Welcome Center as agreed to with the California Business, Transportation and Housing Agency so that it is an easily accessible and
recognizable facility. Services provided by the California Welcome Center shall include, but are not limited to, displays with information about traveling within California and the immediate region, state and local maps, and graphics that highlight the region as a “must stop” destination. The continuation of the California Welcome Center in the City shall remain as long as it is economically feasible, supports the organization’s mission and vision, and does not cause a financial hardship on OCVB.

8. Present OCVB’s annual budget, future budget requests and Annual Marketing Plan to the City Council, on or before March 1, each year. 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.
EXHIBIT B

COMPENSATION RATES
EXHIBIT INS-B

INSURANCE REQUIREMENTS
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRM ATTTY, NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lisa Leonard Farmers Agency
32107 Lindero Canyon Rd., Suite 230
Westlake Village, CA 91361

INSURED
Oxnard Convention and Visitors Bureau
2775 N Ventura Rd., Unit 208
Oxnard, CA 93036

COVERAGES

COVERAGE NUMBER:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td>PERSONAL &amp; ADV INJURY</td>
<td>ADORER</td>
<td>Y Y 094045294</td>
<td>06/15/2017</td>
<td>06/15/2018</td>
<td>GENERAL AGGREGATE $4,000,000</td>
</tr>
<tr>
<td></td>
<td>PRODUCTS - COMPOET AGG</td>
<td>ADORER</td>
<td>Y Y 094045294</td>
<td>06/15/2017</td>
<td>06/15/2018</td>
<td>PRODUCTS - COMPAG AGG $2,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2775 N Ventura Rd., Unit 208
Oxnard, CA 93036

The City of Oxnard, its City Council, officers, employees and volunteers are named as Additional Insureds.

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
300 W 3rd St.
Oxnard, CA 93030

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lisa Leonard

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

<table>
<thead>
<tr>
<th>Name of Additional Insured Person(s) Or Organization(s):</th>
<th>CITY OF OXNARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of Covered Operation(s):</td>
<td>CITY OF OXNARD</td>
</tr>
<tr>
<td>Effective Date Of Endorsement:</td>
<td>04/17/17</td>
</tr>
</tbody>
</table>

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

A. With respect to the additional insured described in paragraph B. of this endorsement, the following exclusions are added to paragraph 1. Applicable To Business Liability Coverage under Section B. Exclusions:

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.

2. "Bodily injury" or "property damage" occurring after:
   a. Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or
   b. The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed by that additional insured.

4. "Property damage" to:
   a. Property owned, used or occupied by or rented to the additional insured(s);
   b. Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or
c. Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

B. Section C. Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:

1. Your ongoing operations performed for such person or organization at the location designated above;

2. The acts or omissions of your subcontractors acting on your behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or

3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.

C. With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

With respect to the additional insured described in paragraph B. of this endorsement, Section H. Other Insurance is replaced by the following:

H. Other Insurance

1. Primary and Non Contributory Insurance

   The coverage provided to an additional insured under this endorsement shall be primary and non contributory ONLY to any insurance issued directly to the additional insured if:
   a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and non contributory basis;
   b. Such written contract or written agreement referenced in a. above was executed prior to the issuance of this endorsement;
   c. The additional insured designated herein has a policy with an Other Insurance provision making this policy excess; and
   d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

2. Excess Insurance

   If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

E3306
1st Edition

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Effective Date: 04/17/17
Policy Number: 094045284

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

SCHEDULE

Name of Person or Organization:
CITY OF OXNARD

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

Condition K. Transfer Of Rights Of Recovery Against Others To Us in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy,


Page 1 of 1
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONBestS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

HARTFORD FIRE INSURANCE COMPANY
250777 P: F:
PO BOX 33015
SAN ANTONIO TX 78265

INSURED

OXNARD CONVENTION & VISITORS BUREAU
2775 N VENTURA RD UNIT 208
OXNARD CA 93036

COVERAGES

CARETIFICATE NUMBER:

REVISED NUMBER:

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.

INSR.

PROPERTY HABITATION LIABILITY

ADJACENT INS

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER

POLICY END

POLICY LIMIT

COVERAGE

CLAIMS-MADE

DATE

ADDITIONAL RISKS

CLAIMS-MADE

LIMITS

EXCESS LIABILITY

CLAIMS-MADE

OTHER

CLAIMS-MADE

LIMITS

WORKERS' COMPENSATION

AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED?

(Mandatory in NY)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others - Endorsement Form WC040306

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Y

Y

X

76 WBG LM8628

08/01/2016

08/01/2017

1,000,000

1,000,000

1,000,000

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 76 WBG LM8628  
Endorsement Number: 06
Effective Date: 06/15/17  
Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address:  
OXNARD CONVENTION & VISITORS BUREAU  
2775 N VENTURA ROAD SUITE 208  
OXNARD, CA 93036

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF OXNARD</td>
<td>COMPANY</td>
</tr>
<tr>
<td>RISK MANAGEMENT</td>
<td></td>
</tr>
<tr>
<td>300 WEST 3RD ST</td>
<td></td>
</tr>
<tr>
<td>OXNARD CA 93030</td>
<td></td>
</tr>
</tbody>
</table>

Countersigned by [Signature]
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: 06/15/17
Policy Expiration Date: 08/01/17
OCVB Mission Statement
To establish the Oxnard area as a recognized destination for tourism and business travel.

Vision
The vision of the Oxnard Convention & Visitors Bureau is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, that brings significant economic and social benefits to our community.
OCVB BOARD OF DIRECTORS

Joe Cabral, Best Western Oxnard Inn, Chair
Steve Buenger, Marine Emporium Landing, Vice Chair
Christian Hellot, Embassy Suites Mandalay Beach, Secretary
Otto Kanny, River Ridge Golf Club, Treasurer
Kymberly Horner, City of Oxnard
Cynthia Azari, Oxnard College
Peter Crabbe, Channel Islands Maritime Museum
Jorge Rubio, Department of Airports
Chelsea Reynolds, The Oxnard Performing Arts & Conference Center
Kim Recharte, Gold Coast Insurance Agency, Inc.
Michael Pynn, The Collection
Bryan Macdonald, Council Member, Oxnard
Nancy Lindholm, Oxnard Chamber of Commerce
Lyn Krieger, Ventura County Harbor Department
Tim Kilcoyne, Scheich Sandwich Center
Peter Crabbe, Channel Islands Maritime Museum
Cynthia Azari, Oxnard College
Kymberly Homer, City of Oxnard
Otto Kanny, River Ridge Golf Club, Treasurer
Christian Helli, Embassy Suites Mandalay Beach, Secretary
Steve Buenger, Marine Emporium Landing, Vice Chair
Joe Cabral, Best Western Oxnard Inn, Chair

STAFF
HOW WE DO IT

Multi-Channel Approach

• Print, online, and through social media to promote Oxnard in our primary markets – tourism, meetings market, and within the community.

• We work collaboratively with neighboring CVBs and Ventura County Coast to promote tourism across our region.

• We stay current on travel trends and markets.
Generated 61 stories from Press Releases, generating $155,780 in approximate advertising equivalency. Featured in newspapers, radio, TV and online sites.

Featured in over 18 advertising publications, including the February 2018 issue of Sunset Magazine as one of the “20-Game Changing Places to Live”
SOCIAL MEDIA & WEB  Stats from July 1, 2017 – February 23, 2018

VisitOxnard.com has had 245,175 sessions with 831,654 total page views

OCVB Facebook has 29,326 followers with 2,666,154 impressions

OCVB Instagram has 10,507 followers with 49,651 impressions.

Our monthly e-newsletter is sent to 5,350 households.
ADDITIONAL MARKETING STREAMS  Stats from July 1, 2017 – February 23, 2018

Attended 9 group meeting tradeshows & 5 leisure tradeshows, generating 36 meeting leads
Hosted 4 Press and Media visits
Promoted 287 events on our website for our partners
• Including 12 days of Giveaways, Restaurant Week, and Dallas Cowboys
18 themed blog posts and distribution aligning with seasons, attractions, festivals and things to do in Oxnard
881 Visitor Guide requests
Oxnard visitor guides/brochures will be located in 626 locations across California
The Only State designated CWC in Ventura County
Promoting Oxnard through “Hub and Spoke” Tourism for travelers and local residents
2017 Visitor walk-in Traffic to the CWC: 25,468
2017 Phone Calls: 1,781
2017 Welcome Bags for groups staying in Oxnard: 1,581
Total 2017 CWC Contact: 28,830
PLANNING

In 2017 OCVB developed a long-term strategic plan that will allow OCVB to be proactive in our growth, rather than reacting year after year.

**Key Pillars will drive a consistent marketing strategy:**
- Urban excitement
- Cultural attractions
- Outdoor beauty
- Culinary experiences
- Location and regional assets

**Plan focuses on 7 identified strategic imperatives:**
- Secure adequate and stable funding for all plan initiatives
- Reposition OCVB resources so that we can effectively sell, market and promote Oxnard in a highly competitive tourism market
- Increase brand awareness
- Maintain and build demand for mid-week “slow periods”
- Strengthen and grow our partnerships
- Strengthen our role in supporting economic vitality
- Establish strategies and commitment that ensures sound governance and long range organizational leadership stability
ECONOMIC IMPACT FROM TOURISM  It’s in the Numbers

- In 2016 total direct travel spending in California was $126.3 billion
- Travel industry supported over 1.1 million jobs
- Travel spending in 2016 generated 10.3 billion in state & local tax revenue

Ventura County Travel Impacts

- YTD occupancy: 78.1%, up 1.8% over last year
- YTD ADR: $143.90, the highest in Ventura County
- YTD RevPAR: 112.3, the highest in Ventura County & up 2.3% over last year

Oxnard STR Report for 2017

Visitoxnard.com
**TOT & OCVB FUNDING**

**Oxnard Transient Occupancy Tax Totals**

_Oxnard Year End TOT Growth_

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-2014</td>
<td>4,224,585</td>
<td>10.17%</td>
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<tr>
<td>2014-2015</td>
<td>4,654,376</td>
<td>8.32%</td>
</tr>
<tr>
<td>2015-2016</td>
<td>5,041,658</td>
<td>2.63%</td>
</tr>
<tr>
<td>2016-2017</td>
<td>5,174,427</td>
<td></td>
</tr>
</tbody>
</table>

2018/19 Request: $731,095

*a 2.63% increase over last year, per the TOT growth*

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>$247,261</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>$80,878</td>
</tr>
<tr>
<td>Promotion, Marketing, Sales, and Support</td>
<td>$217,316</td>
</tr>
<tr>
<td>California Welcome Center</td>
<td>$185,640</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$731,095</strong></td>
</tr>
</tbody>
</table>

*City of Oxnard provided a one-time $100k payment towards California Welcome Center construction*
GOALS

Continue to Provide Connectivity Between Visitor Sectors

- Downtown Oxnard and Heritage Square
- The Collection – North Oxnard – River Ridge
- Channel Islands Harbor and Beaches

Gain City Support / Implement Long-Term Strategic Plan

- Secure stable and predictable funding that supports a long-term strategic plan
- Maintain and develop the needed resources to achieve organizational goals
- Ensure Oxnard remains as a viable destination of interest in the highly competitive tourism market
- Evaluate, measure and report success!
On Behalf of the Oxnard Convention & Visitors Bureau &
the California Welcome Center Team,

THANK YOU OXNARD CITY COUNCIL MEMBERS!
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