

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO: Honorable City Council**

**FROM: Barry K. Hogan, Community Development Director**  
**By: Laura Stringer, Administrative Services Manager**



**DATE: March 24, 2006 (CC Meeting of 04/05/06)**

**SUBJECT: Consider Request for Proposals (RFP) for Building and Safety and Land Development Engineering Services**

**BACKGROUND/DISCUSSION**

The City of Moorpark, as a contract city, has for many years provided Building and Safety and Engineering services by contract with professional consultants. Since 1989 and 1992 respectively, these services have been provided by Charles Abbott Associates, Inc.

In December 2003, the City retained its first "in-house" City Engineer and has subsequently retained an Assistant City Engineer for Public Works related activities. Staff recommends that the City continue providing Building and Safety and Engineering Land Development Services by contract, but has determined it appropriate at this time to update the scope of services for both functions and to solicit proposals from qualified professional consultants for both, or either, Building and Safety and/or Engineering Services. Unique characteristics of this RFP include the requirement that the consultant maintain an office within the City of Moorpark and conservative conflict of interest requirements.

Should the City Council concur with staff's recommendation, the attached Request for Proposals will be distributed to qualified professional consulting firms that provide municipal Building and Safety and Engineering services.

**STAFF RECOMMENDATION**

Authorize the Community Development Director and City Engineer/Public Works Director to distribute Request for Proposals for Building and Safety and Engineering Services subject to final language approval of the City Manager.

Honorable City Council  
April 5, 2006  
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Attachments:

1. Draft Request for Proposals for Building and Safety and Engineering Services
2. Current Agreement for Engineering Services

**March 24, 2006**

**REQUEST FOR PROPOSALS  
(RFP)**

**BUILDING AND SAFETY SERVICES  
AND/OR  
ENGINEERING SERVICES**

**FOR**

**THE CITY OF MOORPARK**

**BARRY K. HOGAN  
COMMUNITY DEVELOPMENT DIRECTOR  
805-517-6233**

**YUGAL K. LALL  
CITY ENGINEER/PUBLIC WORKS DIRECTOR  
805-517-6255**

**CITY OF MOORPARK  
799 MOORPARK AVENUE  
MOORPARK, CA. 93021**

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### Exhibits:

1. Code Compliance Work Program
2. Draft Professional Service Agreement

## **I. BACKGROUND**

The City of Moorpark is a community situated in the eastern portion of Ventura County, adjacent to the cities of Thousand Oaks and Simi Valley. The City has been characterized by rapid growth within a rural setting, accessed by the 118 and 23 Freeways on the east and south respectively and State Routes 118 and 23 on the north and west. The current population is 35,908.

Moorpark was incorporated in July 1983, as a general law city operating under the City Council/City Manager form of government, with four (4) Councilmembers elected at large for four (4) year staggered terms and mayorial elections every two years. The City Manager is the chief executive officer responsible for directing City affairs as prescribed by City Council policies. Since its incorporation, Moorpark has operated as a contract city, utilizing professional consultant services for Building and Safety and Engineering services. In December 2003, the City retained its first "in-house" City Engineer and has subsequently retained an Assistant City Engineer for Public Works related activities.

The City of Moorpark intends to continue providing Building and Safety and Engineering Land Development Services by contract. The City has determined it appropriate at this time to update the scope of services for both functions and to solicit proposals from qualified professional consultants for both, or either, Building and Safety and/or Engineering Services.

## **II. BUILDING AND SAFETY**

The City intends to select one firm to provide Building and Safety services under the administration of the Community Development Director, and to perform all of the items listed in the Building and Safety Scope of Services. The proposal for Building and Safety services shall be independent of a proposal for Engineering services, even though the City may contract with one firm to provide both Building and Safety and Engineering services. Code Compliance services are not now provided by contract and should be proposed as an option.

The City recognizes that there may be questions prior to a qualified firm preparing its proposal. A pre-proposal meeting is scheduled at \_\_\_\_\_, on April \_\_, 2006, at Moorpark City Hall, 799 Moorpark Avenue, Moorpark California, 93021; at which time Barry K. Hogan, Community Development Director, will be available to answer questions related to Building and Safety and Code Compliance services. The City's objective is to insure an appropriate exchange of information to facilitate proposal submittals that meet the City's requirements.

### **SCOPE OF SERVICES**

Enforcing the provisions of the City's building laws and codes, providing plan checking services, issuance of permits, keeping building permit records, performing inspections, and

acting as the City's Building Official are all a part of the Building and Safety services requested. The following details are the full scope of services requested.

A. Perform the functions of the Building Official

1. Attendance at regular, special and/or adjourned meetings of the City Council and Planning Commission as such is deemed necessary and upon request of the Community Development Director, City Manager or his designee.
2. When requested, provide comment on land development controls, including reports from other agencies.
3. When required, provide technical advice to City staff assigned to code compliance and Building and Safety activities.
4. Establish working relationships and coordination with all other public agencies and private utilities involving Building and Safety matters affecting the City.
5. Attend meetings with City staff, public officials, community leaders, developers, contractors, and the general public, including attendance at countywide meetings of Building Officials.
6. Review and provide comment on regulations, fees and ordinances pertaining to Building and Safety matters. Insure that all Building and Safety related codes used by the City are consistent with and up to date with applicable state and federal laws including, but not limited to, the Uniform Codes; advise of need for and timing to update applicable codes and prepare such updates and revisions to codes with recommendations for City Council consideration.
7. Assemble and maintain such records as are customarily maintained by a City Building and Safety Division in an organized fashion so that periodically such records can easily be scanned for computer imaging and filing. Such records shall at all times be the property of the City and shall be open for City inspection.
8. Provide assistance in the preparation for legal and/or court actions, including arbitration proceedings related to Building and Safety matters including attendance at closed sessions and depositions, preparation of City's legal and or arbitration case, attendance at court and arbitration proceedings.
9. Assist with preparation of annual Building and Safety budgets.
10. Maintain copies of the Flood Insurance Rate Maps (FIRM) in the Building and Safety office for the convenience of the public.
11. Report to the City any public nuisances that are observed.
12. Implement as necessary and maintain computer hardware and software for Building and Safety activities and reports compatible with the City's hardware and software. Microsoft Office is the current software operating on a PC based system.

13. Prepare and submit state required Strong Motion Instrumentation Fund (SMIF) reports to City to allow for timely submission to the State.
14. Prepare and submit the required annual reports related to Building and Safety activities to the State.
15. Provide financial reports, status reports and other documentation and analysis as requested by the City Manager or his or her designee.
16. Prior to permit issuance, calculate and insure payment of all fees required to be paid at the time of issuance of building permit, including but not limited to police facilities, fire facilities, library facilities, tree and landscape fee and general plan update fee.
17. On a monthly basis provide City, in a manner acceptable to the City, a Reconciliation Report of all fees collected on behalf of the City. All fees collected by consultant in carrying out the function as set forth in this Scope of Services shall be collected in the name of the City. Consultant shall employ reasonable record keeping measures acceptable to the City. On a daily basis the consultant shall provide to the City the deposit receipt from the prior business day. In addition, consultant shall inform the City's Finance Department by 3:00 pm on each day in which the daily deposit is \$50,000 or more.
18. Provide computer hardware and software consistent with the City's network for each company employee to the satisfaction of the City of Moorpark Information Systems Division and Community Development Director.
19. Provide, at no charge to the City, plan check and inspection services for building improvements of \$10,000 or less on City property where the improvements do not increase the building square footage.

B. Plan Checking

1. Provide the appropriate licensed engineer to review the plans prepared by or on behalf of the various private developers for compliance with all applicable Building and Safety related ordinances and codes of the City and provide the same services for all public agency sponsored buildings for which the City has jurisdiction.
2. At a minimum, the following turn around times shall apply:
  - a. Initial review - Within ten (10) business days after submission of a completed set of plans.
  - b. Recheck –Within five (5) business days after submission of requested changes.
  - c. Residential remodels and minor additions – Within five (5) business days after submission of a completed set of plans.
3. Coordinate reviews and plan checks by other appropriate agencies including but, not limited to those agencies having jurisdiction for enforcement of fire,

sanitation, health, water and sewer codes and services and Engineering services for grading, soils and geology.

C. Building Permit and Inspection

1. Issue building permits at a minimum between the hours of 8:00 am and 5:00 pm of each work day. At least one (1) clerk or permit technician and one (1) inspector or the Building Official shall be at the Building and Safety office within the corporate boundaries of Moorpark from at least 8:00 am to 5:00 pm each work day and available by appointment unless otherwise approved in writing by the Community Development Director.
2. Provide building inspection services, consistent with the approved plan(s), laws and ordinances in effect at the time of building permit issuance, during the course of construction of private structures and all public agency sponsored buildings for which the City has jurisdiction.
3. Provide prompt inspection for each project at the completion of the various stages of construction on a minimum of next-day basis as long as inspection requests are made by 4:00 pm the previous day.

D. Building Rehabilitation Inspection

1. Diligently pursue a Building Rehabilitation Program to systematically enforce the Building Rehabilitation portions of the City code for the purpose of rehabilitating substandard properties and bringing about the timely demolition or removal of those structures which are unsightly substandard or unsafe beyond repair.
2. Enforce the Uniform Housing Code, Health and Safety Code Section 17000 et. al., and other applicable codes and ordinances pertaining to substandard buildings and properties, and make such inspections and issue such permits as are required.

E. Emergency Services

During a City declared emergency, consultant shall immediately make available the Building Official and as many inspectors as needed to evaluate, report on structural damage locations, magnitude and valuation, consistent with applicable codes, ordinances and industry standards.

F. Other Services

1. Provide additional inspections and services as needed by the City including, but not limited to, preparation of bid documents, contractor bid review, award of contract, pre-construction conference, progress and final inspections, monitor compliance with Davis/Bacon and other Federal regulations, project management, plan check, and inspection services for City sponsored projects.

2. The City may from time to time have the need for other services not specifically listed in this Scope of Services for which the consultant has the necessary experience and capabilities to provide such services. City may authorize the consultant to perform such related services on an as-needed basis.

G. Rental Inspection Program (Optional Proposal)

If the City adopts a Residential Rental Inspection Ordinance provide residential inspection services to ensure that residential rental properties are not substandard and meet minimum Uniform Housing Code, Health and Safety Code Section 17000 et. al., and other applicable codes and ordinances.

H. Code Compliance (Optional Proposal)

Provide Code Compliance staff to conduct code compliance services in accordance with the City of Moorpark Code Compliance Work Program adopted by the City Council including, but not limited to:

1. Conduct scheduled visits to the City's industrial, commercial and residential neighborhoods to insure compliance with the Moorpark Municipal Code.
2. Conduct research, investigations and inspections of potential code violations that are observed by code compliance staff, reported by City staff or public officials, or reported by the general public.
3. Prepare necessary correspondence relating to code compliance cases and maintain required code compliance logs, files and reports and other administrative documents.
4. Assist in the development preparation of educational materials related to code compliance issues.
5. Provide administrative support and coordination to the City Attorney on cases to be prosecuted, and participate as a witness for the City in court actions when necessary.
6. Participate in the development of public awareness materials, Managed Enforcement/Neighborhood Development (MEND) program and other community outreach programs.

### **III. ENGINEERING**

The City intends to select one firm to perform municipal engineering services under the administration of the City Engineer/Public Works Director, and to perform all of the items listed in the Engineering Scope of Services. The proposal for Engineering Services shall be independent of a proposal for Building and Safety Services.

The City recognizes that there may be questions prior to a qualified firm preparing its

proposal. A pre-proposal meeting is scheduled at \_\_\_\_\_, on April \_\_, 2006, at Moorpark City Hall, 799 Moorpark Avenue, Moorpark California, 93021; at which time Yugal K. Lall, City Engineer/Public Works Director and Barry K. Hogan, Community Development Director, will be available to answer questions related to Engineering services. The City's objective is to insure an appropriate exchange of information to facilitate proposal submittals that meet the City's requirements.

## SCOPE OF SERVICES

### A. Development Engineering

1. When requested by the City Engineer/Public Works Director, attend regular and special City Council, Planning Commission meetings and meetings with City staff, public officials, community leaders, developers, contractors, and the general public.
2. Review and provide to the City Engineer/Public Works Director, general comments and/or conditions on private and public development applications, planning programs and land development controls, including reports from other agencies.
3. When requested by the City Engineer/Public Works Director, provide general technical advice on engineering and public works services.
4. Advise the City as to development engineering and construction financing available from other governmental agencies.
5. Establish working relationships and coordination with all other public agencies and private utilities involving development engineering matters affecting City.
6. When required, analyze City's general needs and make general recommendations pertaining to long and short-range maintenance and improvement programs consistent with the economic capabilities of City.
7. When required, provide general engineering consultation in connection with problems such as traffic engineering, traffic congestion, street signs, street maintenance programs, flood control, etc.
8. When required, review and provide general comment on regulations, fees and ordinances pertaining to engineering matters.
9. Provide comments pertaining to land development project control, including scope of work on proposed General Plan amendments and updates to various elements and Subdivision Map Act revisions.
10. Assemble, organize and maintain on site such records as are customarily maintained by a municipal engineering office for its contracted functions. Such records shall at all times be the property of the City and shall be open for City inspection.
11. Cooperate with and respond to inquiries from City and its contractual firms

for investigating claims against the City and provide reports, statements and/or other requested information in a timely manner.

12. Provide assistance in the preparation for legal and/or court actions related to Development Engineering functions including attendance at closed sessions and depositions, but excluding preparation for and attendance at court and arbitration proceedings.
13. Provide general enforcement of Appendix Chapter 33 (Site Work, Demolition and Construction) of the California Building Code.
14. Assist with preparation of annual development engineering, public works and capital improvements budgets.
15. Maintain copies of the Flood Insurance Rate Maps (FIRM) in the Engineering office for the convenience of the public and respond to general public inquiries regarding the Flood Insurance Rate Map (FIRM).
16. Provide financial reports, documentation and analysis as requested by the City Manager or his or her designee.
17. Respond to requests by City's internal and external auditors for information regarding charges, fees, project costs or other services which are provided. Maintain all records in conformance with generally accepted accounting principles and the requirements of OMB Circular A-87.
18. On a weekly basis maintain the Engineering Permit Monitor of the status of all engineering services and comply with all administrative procedures established for preparation of reports and information for the City.
19. Advise City of availability for grant applications for funding from federal, state, and regional agencies for traffic safety studies and improvements.
20. When requested, provide general advice to City's staff in connection with the maintenance and operation of City's traffic signal facilities.
21. When requested by City, assist in communication with general public and School District staff regarding traffic counts, signage, speeding and other traffic enforcement concerns, signal warrants, pavement markings and crosswalks, accident histories, Caltrans permits and improvement projects and with potential developers regarding City approval process and any potential project requirements.
22. Provide general guidelines to City staff regarding signing and striping.
23. When requested, provide brief review of miscellaneous requests for traffic related devices, improvements, preventative and/or corrective measures. The foregoing does not include an engineering analysis, study, report, resolution, exhibit or similar work effort.
24. Provide computer hardware and software consistent with the City's network for each company employee to the satisfaction of the City of Moorpark Information Systems Division and the City Engineer/Public Works Director.

B. Plan And Map Checking (Review)

1. Review and check land divisions, grading plans, and soils reports for compliance with the Map Act, City ordinances, and sound engineering practices.
2. Check all improvement plans for facilities under the jurisdiction of City, prepared by private developers.
3. Establish performance and labor and material bond amounts when required and require the posting of such securities and other development fees within the proper time sequence of such development review.
4. It is the City's intent to have all plans be ready for permit issuance at the conclusion of the third plan check. At a minimum, the following turn around times shall apply:
  - a. First plan check – Within (20) business days after submission of a completed set of plans.
  - b. Second plan check – Within (10) business days after submission of requested changes.
  - c. Third plan check – Within (5) business days after submission of requested changes.

C. Encroachment Permits

Receive, process, issue and provide construction observation for encroachment permits.

D. Land Development Inspection (Construction Observation)

1. Provide field inspection during the construction of public works improvements by private developers and at the proper time, recommend notices of completion and, acceptance of the work including reports concerning exoneration of bonds or other surety.
2. Report to the City Engineer/Public Works Director any obstructions, potholes, unsafe traffic control signing or other easily observable public safety items that may be observed in driving to and from the site of inspections.

E. Geology And Soils Engineering

Provide consulting geology and soils engineering specialties as part of A., B., C., and D. of this section. These services may be provided by using sub-consultants or consultant's in-house personnel. If sub-consultants are used, indemnification and insurance requirements shall be the same as those required by the proposer. Plan check turnaround times for sub-consultants shall conform to the requirement for Plan and Map Checking indicated in B.4. above.

F. Capital Improvement Projects

When requested, perform the following services:

1. Prepare plans, specifications and cost estimates for City projects.
2. Provide design survey; construction survey; and construction administration and observation for City projects.
3. Provide special engineering reports regarding such matters as assessment district formation, annexations, etc.
4. Check plans, specifications and cost estimate, and provide construction administration and observation for City projects designed by others.
5. Process plans, specifications and permits through other agencies for review and approval.
6. Other duties as assigned relating to traffic and transportation engineering.

G. Collection Of Fees From Applicants

All fees to be collected from any applicant in connection with the carrying out of the functions as set forth in this RFP shall be collected in the name of the City. The consultant shall employ record keeping measures acceptable to the City. If fees are collected by the City, the consultant shall review the appropriate ordinances and fee schedules in effect and shall provide to the persons designated by the City for collection of fees, the amount of such fees to be collected.

#### **IV. LIMITATIONS**

- A. All files, plans, reports and pertinent data or materials shall be the sole property of the City of Moorpark and may not be used or reproduced in any form without the explicit written permission of the City. All files shall be stored on-site or in a City approved location and shall not be used for the private purposes of the consultant.
- B. The proponent should expect to have access only to the public records and public files of local government agencies in preparing the proposals or reports. No compilation, tabulation, or analysis of data, definition or opinion, etc., should be anticipated by the proponent from the agencies, unless volunteered by a responsible official of those agencies.
- C. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The City reserves the right at its sole discretion to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and to submit such price, technical or other revisions of their proposals as may result from negotiations.

- D. Responses to this RFP should contain a statement as to what contractual arrangements, if any, exist or have any time in the past existed between the responding firm and the applicant.
- E. The City is not liable for any costs incurred by the Consultant or their sub-consultants in preparing the proposal.

## **V. PROPOSAL CONTENT/FORMAT**

The organization of the proposal shall follow this general outline:

- A. **Introduction**- An overall introduction to the proposal, the contents of which be determined by the particular requirements of the consultant.
- B. **Qualifications** – The following information shall be included in identifying the proposed project team that will work on the scope of services:
  - 1. Principal(s) of firm, the project team leader who will be responsible for the overall administration of consultant's services and supervision of consultant's project team members, project team members, and how long proposed project team has worked together.
  - 2. Experience of firm in providing requested scope of services, specifically referencing similar consulting services to other agencies, particularly in Ventura County, along with contact person for an agency that may provide information regarding the firm's work.
  - 3. A listing of other service agreements and references that the firm believes would further support their qualifications for this assignment.
  - 4. A listing of the firm's current projects, service agreements and clients. Please note that the City's contract requirements do not allow the firm to have clients that currently are processing development projects in the City of Moorpark or have had projects in the City of Moorpark processed within the last year.
  - 5. A listing of all consultants/sub-consultants the firm proposes to utilize for these services. The City reserves the right to approve or reject any member of the consultant team, including sub-consultants proposed for these services. After the proposal deadline, substitution of members of the project team, including sub-consultants, may only be made by permission of the City. Experience of each member of the project team, including sub-consultants, should be identified, along with a list of relevant services/projects/references demonstrating their qualifications for this work.
  - 6. A listing of any pending or previous litigation over the past five years related to firm's work in this area.
  - 7. A statement that neither firm nor any officer or principal of the firm have any

interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services; that they shall employ no person having such interest as an officer, employee, agent, or subcontractor; that firm has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnerships and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year; and that firm and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City of Moorpark and for a one-year time period following termination of this Agreement.

- C. Cost for Services - Provide a schedule for each service proposed. Please indicate whether such cost is a one time fee or a deposit and indicate what portion of the fee or deposit will go for the City's administrative costs. For example, building plan check, inspection and permit issuance services shall be 60 percent of the cost of the building permit with 40 percent to be used by the City for administration with the 60 percent covering all cost of staffing the public counter.
- D. Program Management - An explanation of the program management system to be used shall be identified, detailing the operating procedures to be employed and any other management methods to be used to assure that that services are delivered within the scheduled time frame and that quality will be maintained in the required products.
- E. Statement of Offer and Signature
  - 1. The proposal shall be signed by an individual authorized to bind the proponent, and shall contain a statement to the effect that the proposal is a firm offer for a 60-day (or more) period.
  - 2. The proposal shall also provide the following information: name, title, address and telephone number of individuals(s) with authority to negotiate, and contractually bind the company and also who may be contacted during the period of proposal evaluations.

## VI. DUE DATE

The Consultant shall submit three (3) copies of the Qualifications and Proposal to:

Barry K. Hogan, Community Development Director  
Community Development Department  
City of Moorpark  
799 Moorpark Avenue

Moorpark, CA. 93021

**TO BE RECEIVED NO LATER THAN 5:00 P.M., \_\_\_\_\_, 2006**

**VII. PROPOSAL EVALUATION AND SELECTION**

Three copies of the Proposal must be **received before 5:00 P.M., \_\_\_\_\_, 2006 by the Community Development Director**. Each proposal shall be dated and time stamped by the City.

All proposals properly received will be evaluated by a Review Committee. The firms will be ranked and interviews will be scheduled with the top-ranked firms, if determined necessary. The firm(s) ranked as the most qualified to provide the requested services may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm.

RESOLUTION NO. 2004-2165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF MOORPARK, CALIFORNIA, ESTABLISHING  
IMPROVEMENTS IN THE CODE COMPLIANCE WORK  
PROGRAM

WHEREAS, the City Council is desirous of achieving voluntary compliance with the Moorpark Municipal Code; and

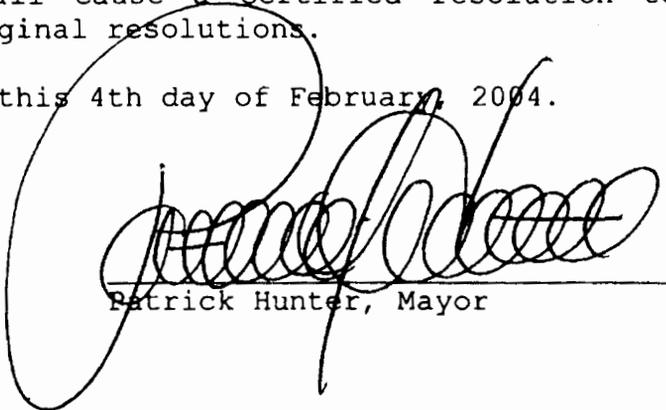
WHEREAS, compliance with the Moorpark Municipal Code will promote the public health, safety, welfare and aesthetics of the city of Moorpark and have a positive affect upon property values.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

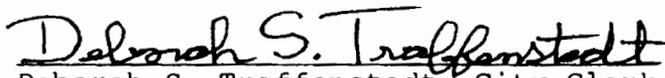
SECTION 1. The City Council of the City of Moorpark does hereby adopt the Code Compliance Work Program as shown in Exhibit A attached.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 4th day of February, 2004.

  
Patrick Hunter, Mayor

ATTEST:

  
Deborah S. Traffenstedt, City Clerk

Attachments: Exhibit A



EXHIBIT 1

000057

## **CODE COMPLIANCE PROGRAM**

**Program Objective:** The objective of this Code Compliance Program is to create a clear, concise guide to achieve compliance with the Moorpark Municipal Code. This Program is designed to promote code compliance through public awareness.

**Program Purpose:** The Moorpark Municipal Code sets minimum property maintenance standards for health, safety, welfare, aesthetics and compliance with development standards and conditions of entitlement approvals. The Code Compliance Officer will be assigned a structured schedule for visits to the City's industrial, commercial and residential neighborhoods to insure compliance with the Municipal Code in such areas as:

- Unkempt yards and overgrown vegetation
- Junk, litter, and debris/illegal dumping
- Storage of inoperable vehicles
- Unpermitted outdoor storage
- Abandoned or unsafe buildings
- General property maintenance issues (broken windows, deteriorated roofs, hazardous properties, broken plaster, peeling paint)
- Excessive noise
- Illegal signs and banners
- Keeping of animals/farm animals in excess of allowed numbers
- Garage conversions
- Structures constructed without a City permit
- Grading without a City permit
- Adherence to entitlement permit conditions, if applicable

The Community Development Director is responsible for the Code Compliance Program. The Director may designate other staff for supervision and implementation of the Program.

### **The Work Program**

This work program is divided into three major categories:

- Administration
- Public Awareness
- Prosecution

Please note that the attachments to this Work Program are shown as representative examples and may be adjusted by staff to increase clarity and efficiencies. The Director may issue additional procedures and guidelines to implement and clarify as determined necessary.

**Administration:** The Community Development Director is responsible for and administers the Code Compliance Program. In that regard a Code Compliance Officer and assigned supervisor are the direct line staff responsible for the implementation of the Code Compliance Program. Standard forms, letters and documents are used to assure consistency in administration. These forms, letters and documents are based upon four types, 1) Investigation Report, 2) Compliance Request Letters, 3) Citations and 4) City Attorney Letter.

**Investigation Report:** The Investigation Report (Attachment 1) is used to document the report of code compliance request and to document ongoing staff actions. A request may be made by telephone; electronic mail; traditional mail; in person or through a field contact; or by city staff, Council or an appointed Committee or Commission member. The reporting party is confidential information unless the investigation leads to the filing of a court case. In that instance, the reporting party becomes part of the public record. Upon receipt of a code compliance request, an Investigation Report is prepared. The purpose of the Investigation Report is to document potential violation. Once the request has been made it is logged in and the Officer schedules a field visit to ascertain if a violation exists. If the Officer determines that a violation does not exist, the complainant may be informed by telephone or by traditional mail. If a code violation is determined, a Code Compliance Case Number will be assigned, a file created, and a Notice of Violation sent to the property owner or responsible party. Contact with the property owner or tenant may be made at the time of the field investigation if the Director or supervisor has determined it to be necessary and appropriate. The complainant may also be informed. All information will be entered into the Code Compliance Log utilizing City approved software.

**Compliance Request Letters:** There are a series of form letters (Attachments 2 a, b, c, d, and e) which are used to inform property owners regarding Municipal Code violation(s) and the progressive course of action to obtain voluntary compliance. The Notice of Violation (see Attachment 2a) is initially sent to indicate that a violation has been verified by the City and voluntary compliance is requested by a specific date, generally within a thirty (30) calendar day time period, depending upon the extent of the violation. A second Notice of Violation may be sent, depending on the circumstances and the extent of the violations. If compliance is achieved within the given period, or within an alternative time period mutually agreed to after the first contact, a Notice of Compliance (see Attachment 2b) is sent and the case is closed. If voluntary compliance is not achieved, a Notice of Office Hearing (see Attachment 2c) is sent setting a date for an Office Hearing, and reminding the responsible party that voluntary compliance is desired. The Office Hearing purpose is to work out a plan of action directly with the property owner in order to obtain compliance and to recover City costs, where possible. A Follow-up letter (see Attachment 2d) is sent after the Office Hearing, documenting the agreed to plan of action. If compliance is still not obtained, a citation is issued, or permission to recommend filing of legal action is requested from the City Council (See "Prosecution" below). If City Council authorizes legal action, Notice of Pending Court Action (see Attachment 2e) is sent to the property owner, certified mail, return receipt requested.

**Citations:** The Citation process can effectively be used in cases of repeat offenders, egregious violations, or non-static violations, such as vendors and peddlers. When authorized by the Community Development Director, the Code Compliance Officer may issue an infraction or misdemeanor citation, depending on the violation. The maximum penalty for a misdemeanor violation is six months in jail and/or a \$1,000 fine. The court may impose probation in lieu of the maximum penalty on condition that the violator remedies all existing code violations. If the violator fails to comply with the Code within a reasonable period of time after the citation, additional citations could be issued until compliance is achieved. A conviction of a violation of the Moorpark Municipal Code may be appealed through the court system.

**City Attorney Letter:** This letter (see Attachment 3) prepared by the City Attorney, signals to the violator the final opportunity for compliance prior to prosecution. This letter advises that the case has been turned over to the City Attorney, gives a final compliance date, a warning that legal remedies will thereafter be sought, and that a Notice of Violation will be recorded against the property to give prospective future buyers constructive notice that a violation exists on the property at the time of sale.

**Public Awareness:** Violations of the Municipal Code occur due to at least two factors, i.e. the laws are not clear or are not generally known. Pamphlets to inform the public have been prepared, in English and Spanish, on specific topics including, but not limited to garage conversions, property maintenance, grading, signs, and temporary events. These pamphlets are available at City Hall public counter, on the website, and through personal distribution. The City newsletter may be used to advertise the availability of these pamphlets and periodically publish articles on code compliance issues. The City cable channel may also be used to provide information regarding code compliance.

**Prosecution:** When all administrative and awareness remedies have been exhausted without achieving compliance; the case will be submitted to the Community Development Director, who will confer with the City Manager and City Attorney to evaluate the merits of a case prior to presenting it to the City Council. If the City Council concurs with the findings of the Community Development Director that the case should be pursued, the City Council will make a determination as to whether to recommend that the City Attorney seek a civil remedy (injunction, nuisance abatement, etc) or to submit the case to the City Attorney for possible criminal prosecution.

The City Attorney will review the case to determine whether sufficient probable cause exists prior to filing any criminal action and may also be authorized by the City Council or City Manager to seek a Civil Compromise in lieu of a prosecution. The Civil Compromise is a binding agreement between the City and the violator, where the violator agrees to remedy the violation within a certain period of time and reimburse the City for staff costs, attorney costs and other administrative costs. After City Council's election to recommend a case for prosecution, the Code Compliance Officer will prepare a draft complaint for the City Attorney to review, revise and file with the Superior Court. Upon acceptance by the Superior Court, an arraignment is scheduled. Prior to arraignment the Code Compliance Officer, the City Attorney and the party responsible for the violations hold a meeting to discuss the case. At the arraignment, the responsible party may request a continuance to work out a plan of action with the City, plead guilty and agree to a plan of action or, plead not guilty. In those circumstances when a not guilty plea is entered, the case is held over for trial.

#### **Future Programs**

To increase public awareness, decrease code compliance calls, increase efficiencies in code compliance the following programs are suggested:

- ***Public Awareness Refuse Bill Inserts:*** Under the recently approved refuse contract the City has six (6) times a year when it may avail itself of inserting information into the refuse bill. This program would periodically insert public information regarding code compliance, such as awareness of the two times per year that unlimited dumping at the landfill and the four times per year that scheduled free pick up of large items may be arranged. Greater awareness of this kind of refuse program may decrease the amount of illegal dumping and property maintenance issues.
- ***Managed Enforcement/Neighborhood Development (MEND):*** MEND would be implemented to maintain the quality of our neighborhoods. Experience has shown that over time, if left unchecked, small problems develop into major problems that can result in neighborhood decline. The MEND Program is designed to identify problems and intervene early for compliance. MEND would provide proactive awareness and compliance within residential and commercial neighborhoods taking a coordinated multi-agency approach focusing first on existing nuisance properties, one neighborhood at a time. Representatives from Code Compliance, Police, Fire, Building and Safety, Community Services and Public Works would participate in the Program. Staff would develop an inspection schedule for each residential, commercial and industrial neighborhood, eventually covering the entire City. It should be noted that during the 1990's a similar program was implemented but later abandoned due to budget constraints. This program is not anticipated to be as staff intensive and would be implemented within current staffing levels.
- ***Community Outreach:*** Community outreach would be a program to meet with community groups at least annually to discuss the code compliance process, the most common types of violations, ways to educate oneself on what permits are required for various activities. The Code Compliance Officer along with the Community Development Director or the Director's representative would meet with homeowner association boards, the Chamber of Commerce Board, merchant groups, service clubs and the like on at least an annual basis to educate its members on what Code Compliance is, how it works, and why it is beneficial to the City. Copies of our business cards and other material such as Code excerpts and pamphlets would be made available.

**Investigation Report**

<b>City of Moorpark</b>	<b>File# I-2004-_____</b>
<b>Community Development Department</b>	<b>Date:</b>
<b>Code Compliance Division</b>	<b>Received By:</b>
Reporting Party:	
Address:	
Incident:	
Location:	
Property Owner:	Parcel Number:

<b>Code Compliance Case File Opened</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>	<b>File # C-2004-_____</b>
<b>Notes:</b>			



## CITY OF MOORPARK

COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING – BUILDING AND SAFETY – CODE COMPLIANCE

799 Moorpark Avenue, Moorpark, California 93021 (805) 517-6200 fax (805) 529-8270  
[www.ci.moorpark.ca.us](http://www.ci.moorpark.ca.us)

July 10, 2003

John and Jane Smith  
123 Main Street  
Moorpark, CA 93021

**RE: PROPERTY MAINTENANCE VIOLATIONS AT 123 MAIN STREET IN MOORPARK  
CASE NO. C-2003-999**

Dear Mr. and Mrs. Smith:

On June 17 2003, staff received a complaint and confirmed property maintenance violations at the above site, consisting of the following:

- Accumulations of trash, debris and solid waste;
- Unpermitted storage of inoperable/unregistered vehicles; and
- Overgrown weeds and vegetation.

These conditions constitute violations of Section 8.48.020 of the Moorpark Municipal Code related to property maintenance. Your voluntary compliance is requested to resolve these conditions. To achieve compliance without further action by the City, the following actions must be completed by August 10, 2003.

1. Remove and dispose of all accumulations of trash, debris and solid waste from all yard areas and from within all the structures;
2. Remove all inoperable, non-functioning or unregistered vehicles, RV's and trucks from the site; and
3. Abate and dispose of all accumulations of weeds and overgrown vegetation.

Your prompt attention to these conditions will avoid the need for further City action. If you have further questions, please call me at (805) 517-6232 or email me at [mriley@ci.moorpark.ca.us](mailto:mriley@ci.moorpark.ca.us). If you have not already received a copy of the Code section, you can obtain a copy at our public counter or you can access our Code via the internet at [www.ci.moorpark.ca.us](http://www.ci.moorpark.ca.us). Thank you in advance for your attention to this matter.

Sincerely,

Mario A. Riley, Sr.  
Code Compliance Officer II

C: Joseph F. Fiss, Principal Planner  
File

ATTACHMENT 2a

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## CITY OF MOORPARK

COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING – BUILDING AND SAFETY – CODE COMPLIANCE

799 Moorpark Avenue, Moorpark, California 93021 (805) 517-6200 fax (805) 529-8270  
[www.ci.moorpark.ca.us](http://www.ci.moorpark.ca.us)

August 1, 2003

John and Jane Smith  
123 Main Street  
Moorpark, CA 93021

**RE: PROPERTY MAINTENANCE VIOLATIONS AT 123 MAIN STREET IN MOORPARK  
CASE NO. C-2003-999**

Dear Mr. and Mrs. Smith

On July 10 2003, a Notice of Violation was sent to you regarding property maintenance violations at the above-referenced site.

A recent inspection noted that you voluntarily complied with our request for action and the violations have been cleared. We thank you for your prompt attention to this matter. The City of Moorpark is committed to continuous neighborhood improvement and we appreciate your help with this goal. Please consider this issue is resolved and the case closed.

If you have further questions, please call me at (805) 517-6232 or email me at [mriley@ci.moorpark.ca.us](mailto:mriley@ci.moorpark.ca.us).

Sincerely,

Mario A. Riley, Sr.  
Code Compliance Officer II

C: Joseph Fiss, Principal Planner  
File

ATTACHMENT 2b

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## CITY OF MOORPARK

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING – BUILDING AND SAFETY – CODE COMPLIANCE

799 Moorpark Avenue, Moorpark, California 93021 (805) 517-6200 fax (805) 529-8270

[www.ci.moorpark.ca.us](http://www.ci.moorpark.ca.us)

August 15, 2003

John and Jane Smith  
123 Main Street  
Moorpark, CA 93021

**RE: PROPERTY MAINTENANCE VIOLATIONS AT 123 MAIN STREET IN MOORPARK  
CASE NO. C-2003-999**

Dear Mr. and Mrs. Smith:

On July 10, 2003, staff sent you a notice regarding the property maintenance violations on your residential property. An inspection of the site was performed prior to the August 10, 2003, deadline for voluntary compliance, and it was found that compliance had not occurred. Since compliance has not been met and no progress has been made toward compliance, the City is prepared to recommend that the City Attorney initiate legal action by filing charges in Ventura County Superior Court.

However; prior to filing charges, you are requested to attend an office hearing at Moorpark City Hall at 4:00 pm, August 30, 2003, where you may provide a plan and schedule for voluntary code compliance and to reimburse the City for administrative costs related to this case. If you can not attend on this date, please call me at (805) 517-6226 to schedule another time or date that would be more convenient.

If you choose not to attend the hearing or have not complied with the Code by that date, the case will be referred to the City Attorney for legal action.

Should you have any questions or wish to confirm your attendance at the office hearing, you may contact me between 8:30 am and 9:30 am or between 4:30 pm and 5:30 pm Monday through Friday, at (805) 517-6226. Copies of the Municipal Code are available on the City's website at [www.ci.moorpark.ca.us](http://www.ci.moorpark.ca.us) or at the public counter at City Hall.

Sincerely,

Joseph Fiss  
Principal Planner

C: Barry K. Hogan, Community Development Director

Mario A. Riley, Sr. Code Compliance Officer II  
File

ATTACHMENT 2c

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## CITY OF MOORPARK

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING – BUILDING AND SAFETY – CODE COMPLIANCE

799 Moorpark Avenue, Moorpark, California 93021 (805) 517-6200 fax (805) 529-8270

[www.ci.moorpark.ca.us](http://www.ci.moorpark.ca.us)

August 17, 2003

John and Jane Smith  
123 Main Street  
Moorpark, CA 93021

**RE: PROPERTY MAINTENANCE VIOLATIONS AT 123 MAIN STREET IN MOORPARK  
CASE NO. C-2003-999**

Dear Mr. and Mrs. Smith:

On August 15, 2003, you attended an office hearing regarding the property maintenance violations on your residential property. At that meeting, you agreed to the following voluntary compliance actions:

- Overgrown weeds and vegetation will be removed by August 21, 2003;
- Accumulations of trash, debris and solid waste will be removed by August 31, 2003;
- \$176.00 will be paid to the City of Moorpark by August 31, 2003, as reimbursement for administrative costs incurred; and
- Inoperable/unregistered vehicles will be removed by September 30, 2003.

If there are any problems in meeting these agreed upon actions, please contact me as soon as possible, so that we can arrange an alternative course of action. Voluntary compliance is always our desire; however, if compliance is not achieved the City will recommend that the City Attorney file charges in Ventura County Superior Court.

Should you have any questions, comments or concerns, you may contact me between 8:30 am and 9:30 am or 4:30 pm and 5:30 pm, Monday through Friday, at (805) 517-6226.

Sincerely,

Joseph Fiss  
Principal Planner

C: Barry K. Hogan, Community Development Director  
Mario A. Riley, Sr. Code Compliance Officer II  
File

ATTACHMENT 2d

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## CITY OF MOORPARK

COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING – BUILDING AND SAFETY – CODE COMPLIANCE  
799 Moorpark Avenue, Moorpark, California 93021 (805) 517-6200 fax (805) 529-8270  
[www.ci.moorpark.ca.us](http://www.ci.moorpark.ca.us)

November 2, 2003

John and Jane Smith  
123 Main Street  
Moorpark, CA 93021

**RE: NOTICE OF PENDING REFERRAL TO CITY ATTORNEY: PROPERTY  
MAINTENANCE VIOLATIONS AT 123 MAIN STREET IN MOORPARK  
CASE NO. C-2003-999**

Dear Mr. and Mrs. Smith:

The City has tried unsuccessfully, since July 10, 2003, to obtain your cooperation in resolving the above referenced violations. As of November 1, 2003, there are still accumulations of trash, debris and solid waste, unpermitted storage of inoperable/unregistered vehicles; and overgrown weeds and vegetation at the site.

The City is preparing to refer the case to the City Attorney by December 1, 2003, unless all the remaining violations are abated by that date. No extensions will be provided and this is your FINAL notice.

The City intends to recommend that the City Attorney file charges in Ventura County Superior Court. The City Attorney will seek restitution, probation and compliance orders.

Should you have any questions concerning this matter, you may contact me at (805) 517-6258.

Sincerely,

Barry K. Hogan,  
Community Development Director

C: Steven Kueny, City Manager  
John Cotti, City Attorney  
Joseph Fiss, Principal Planner  
Mario A. Riley, Sr. Code Compliance Officer II  
File

ATTACHMENT 2e

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Resolution No. 2004-2165  
Page 13

LAW OFFICES  
**BURKE, WILLIAMS & SORENSEN, LLP**

611 WEST SIXTH STREET, SUITE 2500  
LOS ANGELES, CALIFORNIA 90017-3102

Tel: (213) 236-0600

Fax: (213) 236-2700

[www.bwslaw.com](http://www.bwslaw.com)

ORANGE COUNTY OFFICE  
18301 VON KARMAN, SUITE 1050  
IRVINE, CALIFORNIA 92612-1009  
Tel: (949) 863-3363  
Fax: (949) 863-3350

INLAND EMPIRE OFFICE  
3403 TENTH STREET, SUITE 300  
RIVERSIDE, CALIFORNIA 92501-3629  
Tel: (909) 788-0100  
Fax: (909) 788-5785

SAN DIEGO OFFICE  
402 WEST BROADWAY, SUITE 810  
SAN DIEGO, CALIFORNIA 92101-3553  
Tel: (619) 615-6672  
Fax: (619) 615-6673

SAN FRANCISCO OFFICE  
450 SANSOME STREET, SUITE 1200  
SAN FRANCISCO, CALIFORNIA 94111-3320  
Tel: (415) 955-1160  
Fax: (415) 982-0824

VENTURA COUNTY OFFICE  
2310 EAST PONDEROSA DRIVE, SUITE 25  
CAMARILLO, CALIFORNIA 93010-4747  
Tel: (805) 987-3468  
Fax: (805) 482-9834

Writer's Direct Dial:  
(213) 236-0600  
[xxxx@bwslaw.com](mailto:xxxx@bwslaw.com)

OUR FILE NO:  
01234-0001

December 8, 2003

John and Jane Smith  
123 Main Street  
Moorpark, CA 93021

SUBJECT: Moorpark Municipal Code Violations at 123 Main Street  
Case Number C-2003-999

Dear Mr. and Mrs. Smith,

This office represents the City of Moorpark as its City Attorney. It has come to our attention that you are maintaining the above-referenced property in Violation of Moorpark Municipal Code section 8.48.020.

As part of the City's ongoing efforts to improve the character and aesthetic quality of the City by working with property and business owners, the City staff first contacts individuals who may be in violation and attempts to resolve such matters informally. Where, as here, repeated efforts by City staff have proved unsuccessful, this office has been called in to seek compliance before pursuing legal remedies.

Therefore, the City of Moorpark requests that you take immediate action to rectify the following:

ATTACHMENT 3

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1. Remove and dispose of all accumulations of trash, debris and solid waste from all yard areas and from within all the structures as required by Moorpark Municipal Code § 8.48.020.
2. Remove all inoperable, non-functioning or unregistered vehicles, RV's and trucks from the site as required by Moorpark Municipal Code § 8.48.020.
3. Abate and dispose of all accumulations of weeds and overgrown vegetation as required by Moorpark Municipal Code § 8.48.020.

If the above violations have already been corrected, please contact Officer Mario Riley, Moorpark Code Compliance Division, at (805) 517-6232 to schedule an inspection date to confirm that the above corrections have been completed.

Please be advised, however, that if you fail to bring the property into compliance by **January 7, 2004**, the city will have no alternative but to pursue further legal remedies. Such remedies may include filing a criminal complaint against you pursuing a nuisance abatement action in which all fees and costs incurred by the City, including attorneys' fees, may be imposed as a lien upon your property; or seeking an injunction from court.

Your prompt attention to this matter is greatly appreciated. Again, please contact Officer Riley, Moorpark Code Compliance Division, at (805) 517-6232 on or before January 7, 2004, to confirm that the above violations have been corrected.

Sincerely,

*For* BURKE, WILLIAMS & SORENSEN, LLP

cc: Joseph M. Montes, City Attorney  
Steven Kueny, City Manager  
Barry K. Hogan, Community Development Director  
Joseph Fiss, Principal Planner  
Mario Riley, Code Compliance Officer

ATTACHMENT 3

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STATE OF CALIFORNIA                    )  
COUNTY OF VENTURA                    )     ss.  
CITY OF MOORPARK                     )

I, Deborah S. Traffenstedt, City Clerk of the City of Moorpark, California, do hereby certify under penalty of perjury that the foregoing Resolution No. 2004-2165 adopted by the City Council of the City of Moorpark at a regular meeting held on the 4th of February, 2004, and that the same was adopted by the following vote:

AYES:           Councilmembers Harper, Mikos, Millhouse,  
                  Parvin and Mayor Hunter  
NOES:           None  
ABSENT:        None  
ABSTAIN:       None

WITNESS my hand and the official seal of said City this 4th day of February, 2004.

Deborah S. Traffenstedt  
Deborah S. Traffenstedt, City Clerk  
(seal)



**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN THE CITY OF MOORPARK AND**

**FOR** \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Moorpark, a Municipal Corporation located in the County of Ventura, State of California, hereinafter referred to as "CITY" and \_\_\_\_\_, hereinafter referred to as "CONSULTANT."

**WITNESSETH**

WHEREAS, CITY has the need for certain \_\_\_\_\_ services; and

WHEREAS, CITY desires to contract for such services with a private consultant in anticipation that said private consultant can provide such services in a manner acceptable to the CITY; and

WHEREAS, the CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, CITY wishes to retain the CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY does hereby appoint CONSULTANT in a contractual capacity to perform certain functions of \_\_\_\_\_, and to perform the services in accordance with the terms and conditions hereinafter set forth in Exhibit "A".

**I. COMPENSATION TO CONSULTANT**

The fees in full Compensation to the CONSULTANT for the services rendered shall be as follows: \_\_\_\_\_

Payment to the CONSULTANT shall be made by CITY within thirty (30) days of receipt of invoice, except for those which are contested/questioned and are returned by CITY, with written explanation within thirty (30) days of receipt of invoice.

**II. TERMINATION**

This Agreement may be terminated by the CONSULTANT only by providing CITY with written notice no less than ninety (90) days in advance of such termination. This

Agreement may be terminated with or without cause by CITY at any time with no less than thirty (30) days written notice of such termination. In the event of such termination, the CONSULTANT shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination.

### **III. INDEMNIFICATION**

A. Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the full extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same as caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees, subconsultants, contractors and subcontractors (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement.

B. Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, subconsultants, or contractors and subcontractors of CONSULTANT.

C. Indemnification for Employee Benefits. CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, to any claims related to employee benefits, retirement benefits by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, subconsultants, or contractors and subcontractors of CONSULTANT, including if such case if filed and lost.

D. General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, contractor and subcontractor, or any other person or entity involved by, for, with, or on behalf of CONSULTANT in the performance of this

agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns or heirs of CONSULTANT and shall survive the termination of this agreement or this section.

E. City does not and shall not waive any rights that it may have against CONSULTANT by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in Paragraphs A and B of this Section.

#### **IV. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this agreement.

#### **V. GENERAL CONDITIONS**

A. CONSULTANT covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnerships and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that CONSULTANT and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City of Moorpark and for a one-year time period following termination of this Agreement.

B. CITY shall not be called upon to assume any liability for the payment of any salary, wage or other compensation to any person employed by the CONSULTANT performing services hereunder for CITY.

C. The CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its officers, employees or agents shall have control over the conduct of the CONSULTANT or any of the

CONSULTANT'S officers, employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the CITY. Nothing contained in this Agreement shall be deemed, construed or represented by the CITY or the CONSULTANT or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the CITY and the CONSULTANT.

D. In the event of termination of this Agreement, all original documents, plans, designs, drawings, inspection reports, logs, diskettes, computer files, notes and other related materials prepared or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the CITY. Upon written request from the CITY, the CONSULTANT shall deliver in good condition and in a manner prescribed by the CITY all such property within ten (10) working days of the request.

E. The CONSULTANT will provide a Moorpark telephone number to allow calls to their Home office (if outside the local Moorpark calling area) at no charge to the calling party for calls from the Moorpark area. The CONSULTANT will pay for the installation and monthly costs for this service. CITY may cancel this service at any time. The CONSULTANT may cancel the service only with the concurrence of the CITY.

F. The CONSULTANT shall provide at its own expense for the duration of this Agreement, office space within the corporate boundaries of Moorpark at a location and size acceptable to CITY to insure convenient service to the public. The CONSULTANT shall also furnish the office at its sole expense, including all necessary typical business office equipment including but not limited to filing cabinets, telephone, desks, chairs and computer hardware and software. In the event CITY, at its sole discretion, decides to provide office space to the CONSULTANT at City Hall or other CITY owned or leased facilities, the CONSULTANT shall rent from the CITY an approximate 960 square foot area at the same rate at which the CONSULTANT is then paying to rent or lease the office space referenced above. CITY shall provide no less than one hundred eighty (180) days written notice of its intent to exercise this option.

G. The CONSULTANT shall have its office within the corporate boundaries of Moorpark continuously open to the public for the issuance of permits and other related services between the hours of 8:00 a.m. and 5:00 p.m. each workday and shall observe the same holidays as the CITY, unless otherwise approved in writing by the City Manager.

H. During the term of this contract, and for a period of six (6) months after the term of this contract, CONSULTANT agrees not to solicit, recruit, or contact any City employee for purposes of hiring such employee or for purposes of retaining such employee to work for CONSULTANT as a consultant. CONSULTANT agrees that if any City employee submits an unsolicited application for employment or consulting work to CONSULTANT and CONSULTANT hires such City employee as an employee or consultant, CONSULTANT shall pay to City a fee of Seventy-five Thousand Dollars (\$75,000.00) to compensate City for costs associated with recruitment of a replacement,

training, temporary interim employees, and other related expenses.

I. Cases involving a dispute between the CITY and the CONSULTANT may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

J. Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

TO: City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021  
Attn: City Manager

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

K. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

L. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

M. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

N. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

O. This Agreement is made, entered into, executed and is to be performed in Moorpark, Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

P. The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.

**IV. RESPONSIBLE INDIVIDUAL**

The individual in responsible charge for the performance of the duties set forth herein shall be \_\_\_\_\_, and shall be titled \_\_\_\_\_.

Upon mutual written agreement of the parties, other individuals may be substituted in the above capacity as \_\_\_\_\_ in responsible charge.

In the event of a vacancy in the \_\_\_\_\_ position of the City, the City Manager may appoint an employee or officer of CONSULTANT as \_\_\_\_\_ CONSULTANT agrees to perform the responsibilities of CONSULTANT consistent with the terms of this Agreement and applicable state law.

**V. IMPLEMENTATION**

The CITY shall provide the CONSULTANT with written notice in advance of the date at which these services are to be implemented if different than the date of the Agreement.

**ATTACHMENTS:**

- 1. EXHIBIT A – Insurance
- 2. EXHIBIT B – Scope of Work
- 3. EXHIBIT C – Compensation

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF MOORPARK

CONSULTANT

---

Patrick Hunter  
Mayor

ATTEST:

---

Deborah S. Traffenstedt  
City Clerk

## EXHIBIT "A"

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*CONSULTANT shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of CONSULTANT, contractors and subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than

\$2,500,000 per occurrence for commercial general liability insurance.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.}

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by CONSULTANT--CONSULTANT and City agree to the following with respect to insurance provided by CONSULTANT:

1. CONSULTANT agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, servants, agents, and independent consultants ("City indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of subrogation prior to a loss. CONSULTANT agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by CONSULTANT and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City' and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City', as the need arises. CONSULTANT shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONSULTANT's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. CONSULTANT agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CONSULTANT or any subconsultant, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. CONSULTANT agrees to ensure that subcontractors, and any other party involved with the project, who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. CONSULTANT agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If CONSULTANT's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the

CONSULTANT, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City' reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of City to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. CONSULTANT will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONSULTANT's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of CONSULTANT under this agreement. CONSULTANT expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not

intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or CONSULTANT for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. CONSULTANT agrees to provide immediate notice to City of any claim or loss against CONSULTANT arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

**EXHIBIT "B"**  
**SCOPE OF WORK**

**EXHIBIT "C"  
COMPENSATION**

**PERSONNEL SERVICES**

**RATES**

**AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into this 15th day of August, 2005, by and between the City of Moorpark, a Municipal Corporation located in the County of Ventura, State of California, hereinafter referred to as "CITY" and Charles Abbott Associates, Inc., a California Corporation, hereinafter referred to as "CONSULTING ENGINEER."

**WITNESSETH**

WHEREAS, CITY has the need for certain municipal engineering services; and

WHEREAS, CITY desires to contract for such services with a private consultant in anticipation that said private consultant can provide such services in a manner acceptable to the CITY; and

WHEREAS, the CONSULTING ENGINEER is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, this Agreement supersedes the Agreement for City Engineering Services between the City of Moorpark and Charles Abbott Associates, Inc., (CAA), dated March 1, 1991 and any amendments thereto; and

WHEREAS, CITY wishes to retain the CONSULTING ENGINEER for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY does hereby appoint CONSULTING ENGINEER in a contractual capacity to perform certain functions of a municipal engineering office, and to perform the services in accordance with the terms and conditions hereinafter set forth in Exhibit "A".

**I. COMPENSATION TO CONSULTING ENGINEER**

The fees in full Compensation to the CONSULTING ENGINEER for the services rendered shall be as follows:

**A. General Services**

For the services set forth in Exhibit "A", Section A, these functions shall be provided at no cost except those items of work determined by

the City Manager or his or her designee to encompass a level of effort necessitating additional compensation. Such items of work shall be authorized by a written Additional Services Authorization (ASA) signed by the City Manager or by his or her designee.

B. Plan and Map Checking (Review)

For services provided as described in Exhibit "A", Section B, a seventy percent (70%) fixed fee, of the then current fees collected by the CITY. Progress payments shall be made accordingly:

Fifty percent (50%) of fee upon completion of the first plan check review; an additional twenty-five percent (25%) upon completion of the second plan check review; an additional twenty-five percent (25%) upon completion of the final plan check review and signed approval by the City Engineer or such other City employee designated by the City Manager.

C. Land Development Review

For services as described in Exhibit "A", Section C, review and conditioning of tentative maps, development plans, general plan amendments, zone changes and similar projects will be provided for a fee consistent with the schedule of fees adopted by the Moorpark City Council. For projects requiring special, hydrological, geological, or extra traffic engineering or other analysis beyond the usual review, the Consulting Engineer shall receive additional compensation for actual cost for preparation or review of such analysis. For such service, the Consulting Engineer shall provide City with a quotation and shall not proceed until written approval is granted. Determination on whether a project requires special or extra traffic engineering analysis shall be made by the City Manager or his or her designee after consultation with the City Engineer and the Community Development Director. The environmental checklist for a project will be used as a guide on this determination. The services provided by the Consulting Engineer pursuant to this Paragraph C. shall be performed in a timely manner to allow City compliance with the processing requirements of the Permit Streamlining Act.

D. Public Works Encroachment Permits

For services provided in Exhibit "A", Section D, processing and issuance of public works encroachment permits, a seventy percent (70%) fixed fee, of the then current fees collected by the CITY. Payment is to be made based upon the fees collected during each calendar month.

E. Land Development Inspection (Construction Observation)

For services provided as described in Exhibit "A", Section E, a seventy percent (70%) fixed fee, of the then current fees collected by the CITY. Progress payments shall be made according to the then current hourly fee schedule, not to exceed 95 percent of the total

fee, until recommendation of final acceptance of the project is made by the Consulting Engineer to the City Engineer (in the event the City Engineer is not a City employee, then the City Manager or his or her designee), at which time the remainder of the fixed fee shall be paid.

F. The Hourly Rates of the CONSULTING ENGINEER shall be as provided in Exhibit "B".

The hourly fee rates for services provided pursuant to Paragraphs C., D., E., and F. of this Agreement shall be those contained in Exhibit "B". Said rates may be adjusted November 1, 2005 and each subsequent November 1 as follows:

The CONSULTING ENGINEER shall notify the CITY in writing at least forty-five (45) days prior to November 1 of the proposed changes in said hourly rates. The proposed change shall not exceed the lesser of seven percent (7%) or the change to the Consumer Price Index, using the U.S. City Average for All Urban Consumers All Items Indexes for the previous 12 month period (August to previous August). Said changes consistent with the above limits shall become effective November 1 unless CITY notifies the CONSULTING ENGINEER in writing of its rejection of the intended changes in hourly rates. Said hourly rates may not be increased more often than once in any twelve month period. Proposed changes in excess of the above limits must be requested in writing at least forty-five (45) days prior to the proposed effective date and requires a decision of the City Council to approve, deny or modify said changes in rates.

G. Payment to the CONSULTING ENGINEER shall be made by CITY within thirty (30) days of receipt of invoice, except for those which are contested/questioned and are returned by CITY, with written explanation within thirty (30) days of receipt of invoice.

## II. TERMINATION

This Agreement may be terminated by the CONSULTING ENGINEER only by providing CITY with written notice no less than ninety (90) days in advance of such termination. This Agreement may be terminated with or without cause by CITY at any time with no less than thirty (30) days written notice of such termination. In the event of such termination, the CONSULTING ENGINEER shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination.

## III. GENERAL CONDITIONS

A. The CONSULTING ENGINEER shall provide no services for any private client who has a project which is subject to review or inspection by the CITY during the period that this Agreement is in effect. The CONSULTING ENGINEER agrees to advise CITY in writing of potential services to be provided to public agency and/or utility clients within

the corporate boundaries of the CITY and/or the CITY'S Sphere of Influence and/or Area of Interest before submitting any proposal to perform such services and prior to proceeding with any such services.

B. CITY shall not be called upon to assume any liability for the payment of any salary, wage or other compensation to any person employed by the CONSULTING ENGINEER performing services hereunder for CITY.

C. The CONSULTING ENGINEER is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its officers, employees or agents shall have control over the conduct of the CONSULTING ENGINEER or any of the CONSULTING ENGINEER'S officers, employees or agents, except as herein set forth. The CONSULTING ENGINEER shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the CITY. Nothing contained in this Agreement shall be deemed, construed or represented by the CITY or the CONSULTING ENGINEER or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the CITY and the CONSULTING ENGINEER.

D. In the event of termination of this Agreement, all original documents, plans, designs, drawings, inspection reports, logs, diskettes, computer files, notes and other related materials prepared or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the CITY. Upon written request from the CITY, the CONSULTING ENGINEER shall deliver in good condition and in a manner prescribed by the CITY all such property within 10 working days of the request.

E. The CONSULTING ENGINEER shall hold harmless, indemnify and defend the CITY and its officers, employees, servants and agents and independent contractors who serve in the role of City Manager, City Clerk, Community Development Director, Public Works Director, City Engineer, or City Attorney from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property resulting from the misconduct, negligent acts, errors or omissions of the CONSULTING ENGINEER or any of its officers and employees in the performance of this Agreement, except such damage as is caused by the negligence of the CITY or any of its officers, employees, servants or agents.

The CITY does not, and shall not, waive any rights that it may have against the CONSULTING ENGINEER by reason of this Paragraph E, because of the acceptance by the CITY, or the deposit with the CITY, of any insurance policy or certificate required pursuant to this Agreement. Said hold harmless and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described in Paragraph E hereof.

F. The CONSULTING ENGINEER shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the duration of this Agreement the policies of insurance required by this Article and shall furnish to the City Clerk of the City certificates of said insurance on or before the commencement of the term of this Agreement. Notwithstanding any inconsistent statement in any of said policies or any subsequent endorsement attached thereto, the protection offered by the policies shall;

1. Name the CITY and its officers, employees, servants and agents and independent contractors who serve in the role of City Manager, City Clerk, Community Development Director, Public Works Director, City Engineer, or City Attorney, as additional insured with the CONSULTING ENGINEER.

2. Insure the CITY and its officers, employees, servants and agents and independent contractors who serve in the role of City Manager, City Clerk, Community Development Director, Public Works Director, City Engineer or City Attorney, while acting in the scope of their duties under this Agreement against all claims, demands, damages, liabilities, losses, costs or expenses arising from, or in any way connected with, the performance of this Agreement by the CONSULTING ENGINEER or the CITY.

3. Bear an endorsement or have attached a rider whereby it is provided that, in the event of cancellation or amendment of such policy for any reason whatsoever, the CITY shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. The CONSULTING ENGINEER shall give CITY thirty (30) days written notice prior to the expiration of such policy.

4. Be written on an occurrence basis unless a Claims Made policy is approved in writing by the CITY. If a Claims Made Basis policy is approved by the CITY, The CONSULTING ENGINEER shall provide total coverage for any claim that may be filed pursuant to statute or court action after expiration of the Claims Made Basis policy in an amount consistent with the provisions of Paragraphs G. and H.

G. Consistent with the provisions of Paragraph F, the CONSULTING ENGINEER shall provide general public liability including automobile liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and annual aggregate.

H. Consistent with the provisions of Paragraph F.2 and F.3, the CONSULTING ENGINEER shall provide professional liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate. In the event the amount of professional liability insurance provided to another public agency client of the CONSULTING ENGINEER is more than One Million Dollars (\$1,000,000.00), this same coverage shall be extended to CITY so long

as it can be provided at no additional cost to the CONSULTING ENGINEER. The CONSULTING ENGINEER shall give CITY thirty (30) days written notice of intent to provide professional liability insurance in excess of One Million Dollars (\$1,000,000.00) to another public agency client and offer the same coverage to CITY at CITY'S expense.

I. Consistent with the provisions of this Agreement, the CONSULTING ENGINEER shall provide workers' compensation insurance as required by the California Labor Code. If any class of employees engaged by the ENGINEER in work under this Agreement is not protected by the workers' compensation law, the CONSULTING ENGINEER shall provide adequate insurance for the protection of such employees to the satisfaction of the CITY.

J. The CONSULTING ENGINEER shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that the CONSULTING ENGINEER is uniquely qualified to perform the services provided for in this Agreement.

K. The CONSULTING ENGINEER will provide a Moorpark telephone number to allow calls to their Torrance office at no charge to the calling party for calls from the Moorpark area. The CONSULTING ENGINEER will pay for the installation and monthly costs for this service. CITY may cancel this service at any time. The CONSULTING ENGINEER may cancel the service only with the concurrence of the CITY.

L. The CONSULTING ENGINEER shall provide at its own expense for the duration of this Agreement, office space within the corporate boundaries of Moorpark at a location and size acceptable to CITY to insure convenient service to the public. The CONSULTING ENGINEER shall also furnish the office at its sole expense, including all necessary typical business office equipment including but not limited to filing cabinets, telephone, desks, chairs and computer hardware and software. In the event CITY, at its sole discretion, decides to provide office space to the CONSULTING ENGINEER at City Hall or other CITY owned or leased facilities, the CONSULTING ENGINEER shall rent from the CITY an approximate 960 square foot area at the same rate at which the CONSULTING ENGINEER is then paying to rent or lease the office space referenced above. CITY shall provide no less than one hundred eighty (180) days written notice of its intent to exercise this option.

M. The CONSULTING ENGINEER shall have its office within the corporate boundaries of Moorpark continuously open to the public for the issuance of permits and other related services between the hours of 8:00 a.m. and 5:00 p.m. each workday and shall observe the same holidays as the CITY, unless otherwise approved in writing by the City Manager.

N. During the term of this contract, and for a period of six months after the term of this contract, Consultant Engineer agrees not to solicit, recruit, or contact any City employee for purposes of hiring such employee or for purposes of retaining such employee to work for Consultant Engineer as a consultant. Consultant Engineer agrees that if any City employee submits an unsolicited application for employment or consulting work to Consultant Engineer and Consultant Engineer hires such City employee as an employee or consultant, Consultant Engineer shall pay to City a fee of \$75,000.00 to compensate City for costs associated with recruitment of a replacement, training, temporary interim employees, and other related expenses.

O. Cases involving a dispute between the CITY and the CONSULTING ENGINEER may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

P. Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

TO: City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021  
Attn: City Manager

TO: Charles Abbott Associates, Inc.  
20532 El Toro Road, Suite 109  
Mission Viejo, CA 92692  
Attn: Rusty R. Reed

Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

Q. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

R. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

S. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

T. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

U. This Agreement is made, entered into, executed and is to be performed in Moorpark, Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

V. The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.

#### **IV. RESPONSIBLE INDIVIDUAL**

The individual in responsible charge for the performance of the duties set forth herein shall be Rusty R. Reed, a Registered Civil Engineer No. C37081; and shall be titled Assistant City Engineer.

Upon mutual written agreement of the parties, other individuals may be substituted in the above capacity as Engineer in responsible charge.

In the event of a vacancy in the City Engineer position of the City, the City Manager may appoint an employee or officer of Consultant Engineer as City Engineer. Consultant Engineer agrees to perform the responsibilities of City Engineer consistent with the terms of this Agreement and applicable state law.

#### **V. IMPLEMENTATION**

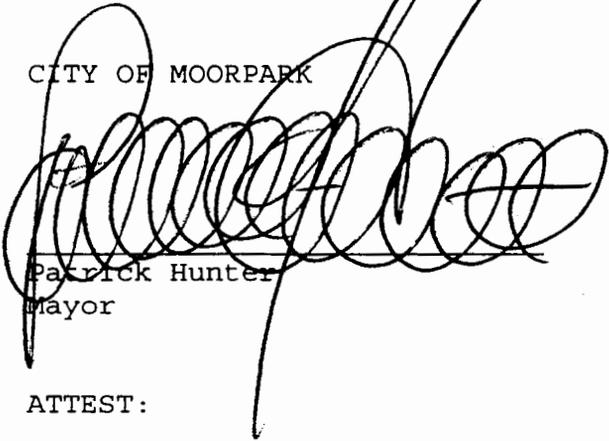
The CITY shall provide the CONSULTING ENGINEER with written notice in advance of the date at which these services are to be implemented if different than the date of the Agreement.

*(Signature page follows.)*

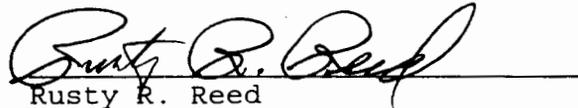
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF MOORPARK

CHARLES ABBOTT ASSOCIATES, INC.

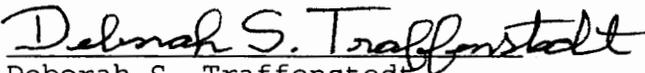


Patrick Hunter  
Mayor



Rusty R. Reed  
President

ATTEST:

  
Deborah S. Traffenstedt  
City Clerk



**EXHIBIT "A"**  
**SCOPE OF WORK**

**A. GENERAL SERVICES**

1. When directed, attend regular and special City Council and Planning Commission meetings. Any costs associated with attendance shall be charged as part of City Engineering Fees under Sections I., C., and E. of this Agreement unless otherwise authorized in writing by the City Manager or his or her designee.
2. When directed, review and provide general comment on planning programs and land development controls, including reports from other agencies.
3. When directed, provide general technical advice for City personnel assigned to engineering and public works activities.
4. Advise the City as to engineering and construction financing available from other governmental agencies.
5. Establish working relationships and coordination with all other public agencies and private utilities involving engineering matters affecting City.
6. In the capacity of Assistant City Engineer and when so directed, attend meetings with City staff, public officials, community leaders, developers, contractors, and the general public. The CITY will endeavor to schedule such meetings on days on which the City Council or Planning Commission meetings are scheduled.
7. When directed, analyze City's general needs and make general recommendations pertaining to long and short-range maintenance and improvement programs consistent with the economic capabilities of City.
8. When directed, provide general engineering consultation in connection with problems such as traffic engineering, traffic congestion, street signs, street maintenance programs, flood control, etc.
9. When directed, review and provide general comment on regulations, fees and ordinances pertaining to engineering matters.
10. Provide comments pertaining to land development project control, including scope of work on proposed General Plan amendments and updates to various elements and Subdivision Map Act revisions.
11. Assemble and maintain such records as are customarily maintained by a municipal engineering office for its contracted functions. Such records shall at all times be the property of the City and shall be open for City inspection.

12. The CONSULTING ENGINEER shall cooperate with and respond to inquiries from CITY and its contractual firms for investigating claims against the CITY and shall provide reports, statements and/or other requested information in a timely manner.

13. For matters related to services performed pursuant to this Agreement, provide assistance in the preparation for legal and/or court actions related to City Engineer functions including attendance at closed sessions and depositions, but excluding preparation for and attendance at court and arbitration proceedings. For matters not related to services performed pursuant to the Agreement but related to City Engineer matters, provide assistance in the preparation for legal and/or court actions including attendance at closed sessions but excluding depositions, preparation for and attendance at court and arbitration proceedings. If there is a dispute concerning whether a matter relates to services performed pursuant to this Agreement, the City Manager at his sole discretion shall make the determination.

14. General enforcement of Appendix Chapter 33 of the Uniform Building Code.

15. Assist with preparation of annual engineering, public works and capital improvements budgets.

16. Respond to general public inquiries regarding the Flood Insurance Rate Map (FIRM).

17. Provide financial reports, documentation and analysis as requested by the City Manager or his or her designated representative.

18. Respond to requests by CITY'S internal and external auditors for information regarding charges, fees, project costs or other activities which the CONSULTING ENGINEER has specific knowledge.

19. Maintain all records in conformance with generally accepted accounting principles and the requirements of OMB Circular A-87.

20. Comply with all administrative procedures established for preparation of reports and information for the CITY.

21. Advise City of availability for grant applications for funding from federal, state, and regional agencies for traffic safety studies and improvements.

22. When requested, provide general advice to City's staff in connection with the maintenance and operation of City's traffic signal facilities.

23. When directed, assist in communication with general public and School District staff regarding traffic counts, signage, speeding and other traffic enforcement concerns, signal warrants, pavement markings

and crosswalks, accident histories, Caltrans permits and improvement projects and with potential developers regarding City approval process and any potential project requirements.

24. Provide general guidelines to City staff regarding signing and striping.

25. When requested, provide brief review of miscellaneous requests for traffic related devices, improvements, preventative and/or corrective measures. The foregoing does not include an engineering analysis, study, report, resolution, exhibit or similar work effort.

**B. PLAN AND MAP CHECKING (REVIEW)**

1. Perform the statutory functions of City Engineer pertaining to the review and checking of land divisions.

2. Check all improvement plans for facilities under the jurisdiction of CITY, prepared by private developers.

3. Establish performance and labor and material bond amounts when required and require the posting of such securities and other development fees within the proper time sequence of such development review.

**C. LAND DEVELOPMENT REVIEW**

1. When requested, review proposed tentative maps and other submittals for proposed developments and make recommendations as to engineering matters.

2. Provide such necessary and related functions as are the normal practice of a municipal engineering office in the review of private developments.

**D. PUBLIC WORKS ENCROACHMENT PERMITS**

Receive, process, issue and provide construction observation for public works encroachment permits.

**E. LAND DEVELOPMENT INSPECTION (CONSTRUCTION OBSERVATION)**

Provide field inspection during the construction of public works improvements by private developers and at the proper time, recommend notices of completion and, acceptance of the work including reports concerning exoneration of bonds or other surety.

**F. CONSULTING ENGINEER** shall be responsible for providing consulting geology and soils engineering specialties as part of B., C., and E. of this Exhibit A. CONSULTING ENGINEER may provide these services by using consultants or in-house personnel. If consultants are used, CONSULTING ENGINEER shall provide the same indemnification and

insurance requirements per Items E., F., G., and I. of Section III of this Agreement.

**G. CAPITAL IMPROVEMENT PROJECTS**

When requested, perform the following services:

1. Prepare plans and specifications for CITY projects.
2. Provide design survey; construction survey; and construction administration and observation for CITY projects.
3. Provide special engineering reports regarding such matters as assessment district formation, annexations, etc.
4. Check plans and specifications and provide construction administration and observation for CITY projects designed by others.
5. Process plans, specifications and permits through other agencies for review and approval.
6. Other duties as assigned relating to traffic and transportation engineering.

**H. COLLECTION OF FEES FROM APPLICANTS**

All fees to be collected from any applicant in connection with the carrying out of the functions as set forth in this Agreement, if collected by the CONSULTING ENGINEER, shall be collected in the name of the CITY. The CONSULTING ENGINEER shall employ record keeping measures acceptable to the CITY. If fees are collected by the CITY, the CONSULTING ENGINEER shall review the appropriate ordinances and fee schedules in effect and shall provide to the persons designated by the CITY for collection of fees, the amount of such fees to be collected.

**I. Item A.1. of Exhibit "A"** of the referenced March 1, 1991 Agreement required CAA to credit the CITY with four hours for each City Council and Planning Commission meeting not attended and in the event of termination of the March 1, 1991 Agreement, to pay the City the amount of any such credit. The City and CONSULTING ENGINEER agree that this amount as of June 15, 2005 is \$151,256.00. The parties further agree that the CITY may use this credit at the rates as specified in Exhibit "B" of the Agreement, which shall not be increased for this purpose until the credit is exhausted, for the appropriate personnel for services the CITY may request under A. General Services, and G. Capital Improvement Projects, of Exhibit "A", Scope of Work of this Agreement. In the event of termination of this Agreement for any reason, any credit still due CITY shall be deducted from any compensation due to the CONSULTING ENGINEER with any remaining credit to be paid to City by CONSULTING ENGINEER within 30 calendar days of the effective date of said termination.

EXHIBIT 'B'  
HOURLY RATES

PERSONNEL SERVICES	RATES
Principal .....	\$146.00
Project Supervisor .....	\$117.00
Project Manager .....	\$102.00
Senior Engineer .....	\$110.00
Traffic Engineer .....	\$96.00
Civil Engineer .....	\$96.00
Designer .....	\$82.00
Sr. Draftsman .....	\$55.00
Draftsman .....	\$44.00
Asst. Civil Engineer .....	\$68.00
Engineering Technician .....	\$46.00
Construction Adm. ....	\$110.00
Construction Inspector .....	\$69.00
Building Official .....	\$96.00
Sr. Building Inspector .....	\$77.00
Building Inspector.....	\$66.00
Permit Technician .....	\$58.00
2-Person Survey Crew.....	\$183.00
3-Person Survey Crew.....	\$232.00
Secretarial/word Proc.....	\$41.00

Effective 12/1/03