

**SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK
AGENDA REPORT**

TO: Honorable Successor Agency Board

FROM: David C. Moe II, Redevelopment Manager *DCM*
Prepared by: Jessica Sandifer, Management Analyst 

DATE: October 9, 2012 (Successor Agency Meeting of October 17, 2012)

SUBJECT: Consider Agreement with R.A. Atmore, Inc. for Weed Abatement at Various Properties

BACKGROUND & DISCUSSION

The Successor Agency to the Redevelopment Agency of the City of Moorpark ("Successor Agency") is responsible for maintaining the properties that were transferred to it upon the dissolution of the Redevelopment Agency. Since most of the properties are vacant land, it becomes necessary throughout the course of the year, to perform weed abatement activities at each of the properties. Staff finds it convenient to maintain an on-call weed abatement agreement in order to take care of the property maintenance in an expeditious manner.

The former Redevelopment Agency used R.A. Atmore, Inc. ("Atmore") to perform weed abatement and is recommending that the Successor Agency continue to use Atmore for on-going weed abatement on an on-call basis. Atmore has the expertise and qualifications to perform these services and is familiar with the Successor Agency's properties. Atmore has performed satisfactorily for the former Redevelopment Agency. The proposed contract will be valid through June 30, 2013.

FISCAL IMPACT

The contract is for a not-to-exceed amount of \$15,000. Funds for these services have been included on the Successor Agency's Recognized Obligation Payment Schedule (ROPS) for the period of July - December 2012 for \$10,000 and on the ROPS for the period of January - June 2013 for \$12,000 in order to ensure sufficient funds are available for the project from the Redevelopment Property Tax Trust Fund (RPTTF) account. If the contract expenditures exceed the amount on the ROPS, the additional funds will be added to future ROPS for repayment from the RPTTF account.

Honorable Successor Agency Board
October 17, 2012
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STAFF RECOMMENDATION

Approve Agreement with R.A. Atmore, Inc. for weed abatement at various properties subject to final language approval of the Executive Director and Agency Counsel, and authorize Executive Director to execute the Agreement on behalf of the Successor Agency.

Attachment - Agreement

.ATTACHMENT

AGREEMENT BETWEEN THE SUCCESSOR AGENCY OF THE REDEVELOPMENT
AGENCY OF THE CITY OF MOORPARK AND R.A. ATMORE AND SONS, INC.
FOR WEED ABATEMENT AT VARIOUS LOCATIONS

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2012, between the Successor Agency of the Redevelopment Agency of the City of Moorpark, a municipal corporation ("Successor Agency") and R.A. Atmore and Sons, Inc., a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, Successor Agency has the need for weed abatement services at various properties throughout the fiscal year; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to Successor Agency a Proposal dated September 28, 2012, which is attached hereto as Exhibit B.

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

1. TERM

The term of this Agreement shall be for the 2012-13 fiscal year and will end on June 30, 2013, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

Successor Agency does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide weed abatement services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibit B. Consultant shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit B.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total contract value of fifteen thousand dollars (\$15,000.00) as stated in Exhibit B, without the written authorization of the Executive Director. Payment by Successor Agency to Consultant shall be in accordance with the provisions of this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between Successor Agency and Consultant shall be Richard Atmore, Jr., and no other individual may be substituted without the prior written approval of the Executive Director.

The Successor Agency's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and Successor Agency, shall be the Executive Director or the Executive Director's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS 1099 form, before payments may be made to vendors.

The Successor Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, based upon actual time spent on the above tasks. This amount shall not exceed fifteen thousand dollars (\$15,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Executive Director. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Executive Director and Consultant at the time Successor Agency's written authorization is given to Consultant for the performance of said services.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the Executive Director. If the Successor Agency disputes any of Consultant's fees or expenses it shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The Successor Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Successor Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing Successor Agency with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the Successor Agency shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the Successor Agency. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Successor Agency pursuant to this Agreement.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Successor Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the Executive Director or the Executive Director's designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, designee shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have seven (7) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Successor Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Consultant fails to complete the work, or any portion thereof, within the time period required by this Agreement, or as duly extended in writing by the Executive Director, Consultant shall forfeit and pay to the Successor Agency, as liquidated damages, the sum of twenty-five dollars (\$25.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion

date. Liquidated damages shall be deducted from any payments due or to become due to the Consultant under the terms of this Agreement. Progress payments made by the Successor Agency after the above specified completion date shall not constitute a waiver of liquidated damages by the Successor Agency.

9. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Successor Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Successor Agency or the Successor Agency's designees at reasonable times to such books and records; shall give the Successor Agency the right to examine and audit said books and records; shall permit Successor Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Successor Agency and may be used, reused, or otherwise disposed of by the Successor Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Successor Agency, at the Consultant's office and upon reasonable written request by the Successor Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, defend and hold harmless Successor Agency, and any and all of its employees, officials 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 or subconsultants of Consultant.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subconsultant, 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 Successor Agency to monitor compliance with these requirements imposes no additional obligations on Successor Agency and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Successor Agency 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.

Successor Agency does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by Successor Agency, or the deposit with Successor Agency, 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 this Section.

11. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the Successor Agency a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Successor Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. 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 officers, employees, or agents of the Successor Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability against Successor Agency, or bind Successor Agency in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Successor Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Successor Agency. Successor Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times

observe and comply with all such laws and regulations. The Successor Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Consultant shall have responsibility for compliance with this Section [Labor Code Sec. 1735].

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Successor Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Successor Agency will receive compensation, directly or indirectly from Consultant, or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Successor Agency to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the Successor Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

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 subconsultant. 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 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, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants 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 Successor Agency and for a one (1) year time period following termination of this Agreement.

18. NOTICE

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: Executive Director
Successor Agency of the Redevelopment Agency of the
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: Richard Atmore, Jr.
R.A. Atmore and Sons, Inc.
2977 Sexton Canyon Road
Ventura, California 93003

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the Successor Agency in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

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

21. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in 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. The Successor Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. COST RECOVERY

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 from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

24. ARBITRATION

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

25. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. CAPTIONS OR HEADINGS

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

27. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

28. PRECEDENCE

In the event of conflict, the requirements of the Successor Agency's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

29. INTERPRETATION OF AGREEMENT

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.

30. WAIVER

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.

31. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

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

THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF MOORPARK

R.A. ATMORE AND SONS, INC.

By: _____
Steven Kueny, Executive Director

By: _____
Richard Atmore, Jr., President

Attest:

Maureen Benson
Successor Agency Secretary

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of 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 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 the Successor Agency in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the Successor Agency.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "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 \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

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 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. 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 the Successor Agency for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the Successor Agency following receipt of proof of insurance as required herein. Limits are subject to review.

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 of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the Successor Agency 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 the Successor Agency, its officials, employees, and agents, using standard ISO endorsement 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 to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the Successor Agency 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 Contractor 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 Successor Agency or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the Successor Agency and approved 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 of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the Successor Agency, 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 the Successor Agency's protection without the Successor Agency'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 Successor Agency 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 or reduced at any time and no replacement coverage is provided, the Successor Agency 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 the Successor Agency shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the Successor Agency's option.

8. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to the Successor Agency of any cancellation or reduction 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 or reduction of coverage 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 subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the Successor Agency.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance 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 Work will be submitted to the Successor Agency 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, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the Successor Agency. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the Successor Agency. At that time, the Successor Agency 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 Successor Agency reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Successor Agency will negotiate additional compensation proportional to the increased benefit to the Successor Agency.
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 the Successor Agency to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the Successor Agency nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the Successor Agency, 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 the Successor Agency 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. As 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 specification applicable to the renewing or new coverage must be provided to the Successor Agency within five days of the expiration of coverage.
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 the Successor Agency, 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 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 Work reserves the right to charge the Successor Agency or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Successor Agency. It is not the intent of the Successor Agency to reimburse any third party for the cost of complying with these requirements.

There shall be no recourse against the Successor Agency for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to Successor Agency of any claim or loss against Consultant arising out of the work performed under this Agreement. The Successor Agency 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 the Successor Agency.

EXHIBIT B

R.A. Atmore and Sons, Inc.
dba Foothill Weed Abatement
BID PROPOSAL

Date: 9/28/2012

To: Kathy Priestly

With: City / Successor Agency Properties

Phone: 805-517-6243

Fax: 805-532-2530

SCOPE OF WORK: Annual Weed Abatement

<u>Property Address</u>	<u>Parcel</u>	<u>Description</u>	<u>Amount</u>
347 Moorpark Ave	511-0-101-350	Mow	210.00
467 High Street	512-0-081-110	Mow	260.00
412/450 High Street	512-0-082-020 & 030	Mow	435.00
15404 Princeton Ave	513-0-024-105 & 135	Clear weeds 100 ft from structure	260.00
192 High Street	512-0-090-105	Mow west side and front of bldg. only	210.00
* 161 Second Street	512-0-102-210	Mow	210.00
Total			<u>\$1,585.00</u>

*An additional charge of \$200.00 will be added to all requests to clear three (3) job sites or less.
No additional charge will be added if four sites or more are requested.



Submitted By: _____

DATE: 9/28/2012

Accepted By: _____

DATE: _____

Please sign, date, and fax back. Thank you for your business!

** not included in agreement*

Actual price may vary by 10%
Contractor's License No. 778147 / 2977 Sexton Canyon Road, Ventura, CA 93003
Phone: (805) 644-6851 / Fax (805) 642-2127