

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable City Council

**FROM:** Hugh Riley, Assistant City Manager 

**PREPARED BY:** John Brand, Senior Management Analyst 

**DATE:** August 29, 2013 (CC meeting of 9/04/2013)

**SUBJECT:** Consider Resolution Authorizing the City Manager to Negotiate an Agreement with Catholic Charities of Ventura County to Provide a Part Time Day Worker Coordinator for the Day Laborer Site and Amending the Fiscal Year 2013/14 Budget.

**SUMMARY**

The City Council is being asked to consider approving an agreement to provide a Coordinator to support the Day Laborer Site located at the Ruben Castro Human Services Center, and to appropriate \$9,000 to fund the project.

**BACKGROUND**

For over two decades, the City Council has placed a high priority in its Goals and Objectives to seek a solution to the day laborers loitering along High Street and other locations.

Day laborers, congregate wherever they can be visible to potential employers. In Moorpark, they seek casual employment generally in the fields of landscaping, plumbing, roofing, painting, carpentry and domestic work. Most day laborers gather in the vicinity of High Street and Spring Road, at the Topsy Fox Liquor Store and Market. Although it is not unlawful for day laborers to solicit employment adjacent to city streets, the presence of the day laborers in this area has created a conflict with nearby residents and businesses. Public safety issues including defacement of public and private property, public defecation and urination, trespassing, traffic hazards, sexual harassment, drug dealing, public intoxication, theft and in a few circumstances, assault have been reported. Though the day laborers that engage in serious illegal activities are few, their actions stigmatize those that earnestly look for work.

Since its inception, providing an off-street space for day laborers has been a component of the Ruben Castro Human Services Center.

On Monday, May 6, 2013, the day labor room opened at the Ruben Castro Human Services Center located at 612 Spring Road. Outreach for the launch of the project was very localized. Bi-lingual flyers (Exhibit B) were distributed to High Street businesses. The City Newsletter, Recreation Guide, and solid waste bill insert each contained stories on relocating the day laborers, and they both reached Moorpark mail recipients during the first week of May. Small directional signs are posted on the streets pointing to the day labor area.

For the first week staff was stationed on High Street and directed employers and workers to the day labor site. Arrangements were made with Catholic Charities to unlock the vestibule room, which includes a vending machine and an adjacent rest room for the day laborers to use. The day labor room is open 6 am – 12 noon Monday through Saturday, thirty-six (36) hours per week.

Most of the day laborers have been very cooperative, and began compliance after the first day. There have been no complaints from other tenants of the Ruben Castro Human Services Center.

## **DISCUSSION**

Moorpark as a community seems to have embraced the project. A small table had to be placed in the day laborers' vestibule room because local organizations (churches and service clubs) and individuals frequently bring food such as pastries for the day laborers. Catholic Charities has provided forty-four day laborers with new shoes, clothing, and other personal necessities. On Saturday, June 15 volunteers prepared a Fathers' Day dinner for the day laborers. A coffee maker has been donated.

Staff continues to monitor the site and vicinity to deter a return to the old corner sites. Staff has evaluated a possible contract to provide more focused monitoring at the site. Discussions with Catholic Charities resulted in the proposal to provide a Day Labor Coordinator (Exhibit B). To keep costs down, it is proposed that the contract be for two (2) hours per day, six days a week, not to exceed \$9,000.00 per year. \$7,500 would be required for the forty (40) weeks remaining in the 2013-14 Fiscal Year.

General duties of the Day Labor Coordinator would be to keep the day labor area clean, including the rest room, vestibule, patio and driveway, maintain order among the workers and employers, and to discourage loitering near the corner of High Street, and the hazardous area near the railroad crossing. It is anticipated that the agreement may contain other duties for the Coordinator, who would be recruited and hired by Catholic Charities. The Catholic Charities organization has experience operating day labor sites in other cities.

**FISCAL IMPACT**

An additional \$7,500 for ten (10) months this Fiscal Year would be appropriated from the General Fund Reserve, increasing the City's Operating Budget.

**STAFF RECOMMENDATION**

**ROLL CALL VOTE**

1. Authorize the City Manager to execute the agreement with Catholic Charities of Ventura County, subject to City Manager and City Attorney final language approval.
2. Adopt Resolution No. 2013-\_\_\_\_ amending the FY 2013/14 Budget.

Attachment 1	Resolution
Exhibit A	Budget Amendment Form
Attachment 2:	Day Labor Center flyer
Attachment 3:	Draft Agreement
Exhibit B:	Scope of Work

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2013-2014 BUDGET TO ALLOCATE \$7,500 FROM THE GENERAL FUND (1000) TO THE CITY COUNCIL DIVISION (8675) FOR THE PURPOSE OF CONTRACTING FOR A DAY WORKER COORDINATOR

WHEREAS, on June 19, 2013, the City Council adopted the operating and capital improvement projects budget for Fiscal Year 2013-14; and

WHEREAS, a staff report has been presented to said Council discussing the need to contract for a Day Worker Coordinator at the Ruben Castro Human Services Center; and

WHEREAS, an additional appropriation of \$7,500 is requested from the General Fund (1000) to the City Council Department (8675) to fund this project; and

WHEREAS, Exhibit A hereof describes said budget amendment and its resultant impact to the budget line item.

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

SECTION 1. A budget amendment allocating \$7,500 from the General Fund Reserve (1000) to the City Council Department (8675) for the purpose of paying for a contract for Day Worker Coordinator services particularly described in Exhibit A attached hereto is hereby approved.

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 September, 2014.

ATTEST:

\_\_\_\_\_  
Janice S. Parvin, Mayor

\_\_\_\_\_  
Maureen Benson, City Clerk

ATTACHMENT: Exhibit A - Budget Amendment

EXHIBIT A

BUDGET AMENDMENT FOR GENERAL FUND RESERVE (1000) FOR  
CONTRACTUAL SERVICES FOR A DAY WORKER COORDINATOR  
FY 2013/14

FUND ALLOCATION FROM:

Fund Title	Fund Account Number	Amount
General Fund	1000-5500	\$7,500
Total		\$7,500

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

BUDGET NUMBER	ORIGINAL BUDGET	REVISION	ADJUSTED BUDGET
1000.1100.0000.9102	\$6,500	\$7,500	\$14,000
Total	\$6,500	\$7,500	\$14,000

Approved as to form: Pon Ahlers  
8.28.2013

# Moorpark City News

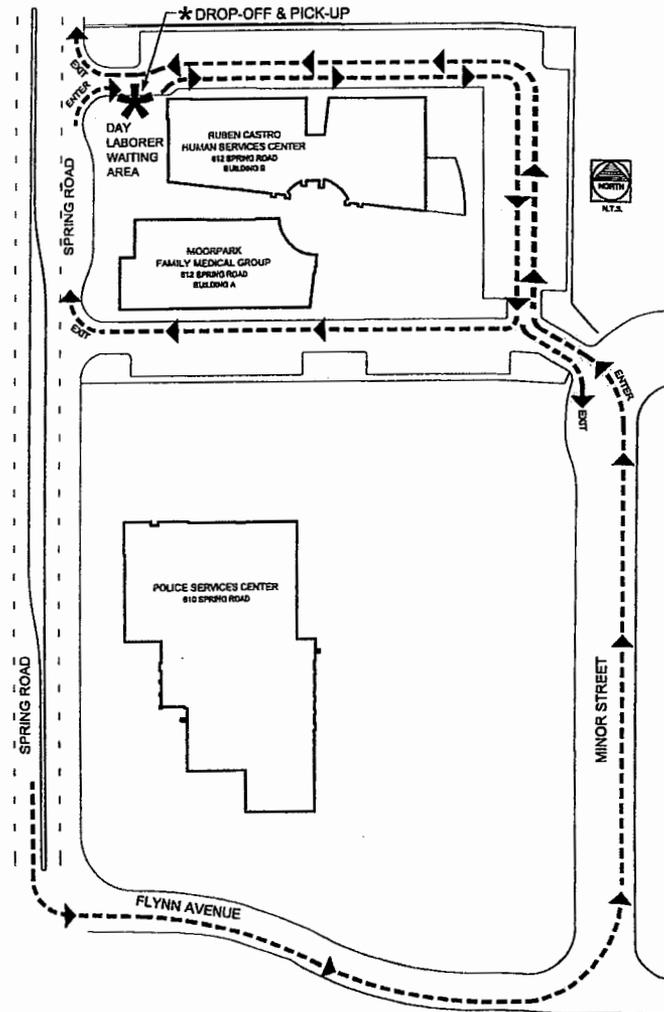
## Day Laborers Relocate to Ruben Castro Human Services Center

The day laborers currently assembling at the corner of Spring Road and High Street, as well as other locations, will be moving to the assembly area at the new Ruben Castro Human Services Center at 612 Spring Road effective May 6, 2013. The workers will be available for casual employment opportunities at the northwest corner of the Ruben Castro Human Services Center, north driveway entrance.

The designated day laborer site in the City of Moorpark is designed to allow persons seeking casual labor work to safely congregate and be matched with employers seeking temporary workers. The main objective of the day laborer site is to reduce the number of sites where day laborers congregate in the various corners within the community.

Persons wishing to hire workers can drive into the service center, stop at the pick-up location, and hire the workers. Northbound traffic on Spring Road can turn right at the north entrance of the site and pull into the pick-up area. To exit, continue around the parking lot to Spring Road or exit at Minor Street. Exiting onto Spring Road is a "Right Turn Only."

The City does not intervene in the employment transaction between the day laborer and employer. There are no fees to employers or day laborers to utilize the services at the site. Other than providing the site and basic amenities such as water, sanitary facilities, and vending machines, there is no cost to the City. We express our appreciation to the Moorpark Food Pantry for assisting in opening and closing the day laborer site. **The day labor area will be open from 6:00 a.m. until noon, Monday through Saturday.**



# Moorpark City News

## LOS JORNALEROS SE REUBICAN AL CENTRO DE SERVICIOS HUMANOS RUBÉN CASTRO

Los jornaleros que actualmente se reúnen en la esquina de Spring Road y High Street y en otros lugares se trasladarán al área de reunión en el nuevo Centro de Servicios Humanos Rubén Castro en 612 Spring Road comenzando a partir del 6 de mayo de 2013. Los trabajadores estarán disponibles para oportunidades de empleo informal en la esquina noroeste del Centro de Servicios Humanos Rubén Castro, en el camino de entrada al norte.

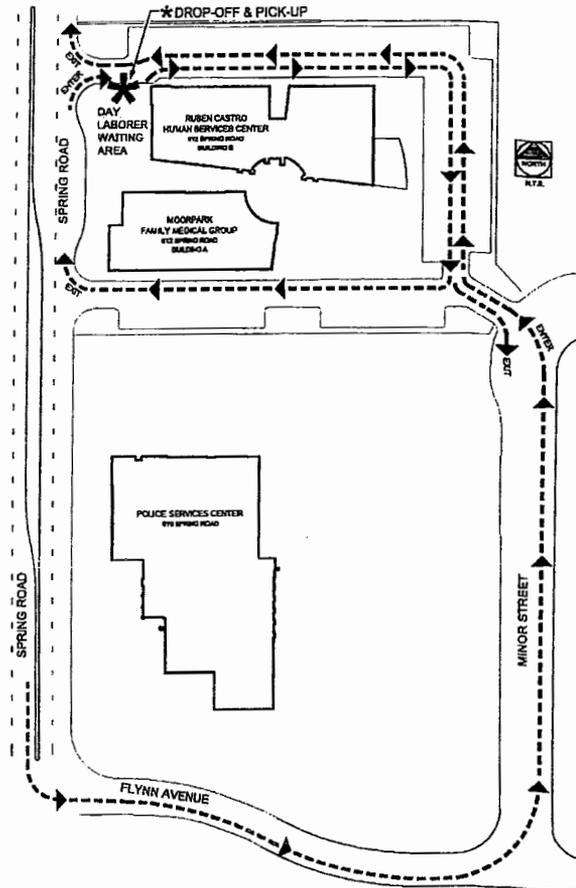
El sitio destinado para los jornaleros en la Ciudad de Moorpark fue diseñado para permitir que aquellas personas que buscan trabajo informal se reúnan sin peligro y se encuentren con empleadores que buscan trabajadores temporales.

Las personas que deseen contratar a los trabajadores pueden dirigirse al Centro de Servicio, detenerse en la parada y ahí contratar a los trabajadores. El tráfico con dirección norte sobre Spring Road puede dar vuelta a la derecha en la entrada norte del lugar y acercarse a la parada. Para salir, continúe rodeando el estacionamiento hacia Spring Road o salga en Minor Street. La salida a Spring Road es "Sólo Vuelta a la Derecha."

El objetivo principal del sitio para jornaleros es reducir el número de lugares donde los jornaleros se reúnen en varias esquinas dentro de la comunidad.

En este lugar se proporcionan los servicios básicos como agua, instalaciones sanitarias, máquinas expendedoras y albergue.

La Ciudad no interviene en la transacción de empleo entre el jornalero y el patrón. *No se cobra ninguna cuota ni a los patrones ni a los jornaleros por el uso de los servicios de este lugar.* Además de suministrar este sitio, no hay ningún coste para la Ciudad. Expresamos nuestro agradecimiento al Banco de Alimentos de Moorpark por su ayuda en la apertura y cierre del sitio para los jornaleros. ***Este sitio para jornaleros estará abierto de las 6:00 am hasta el mediodía de lunes a sábado.***



AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
CATHOLIC CHARITIES VENTURA COUNTY REGION FOR DAY LABOR SITE  
COORDINATOR SERVICES

THIS AGREEMENT, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Moorpark, a municipal corporation ("City") and Catholic Charities Ventura County Region, a 501c(3) Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for Day Labor Site Coordinator services; 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 City a Proposal dated August 28, 2013, 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 from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide Day Labor Site Coordinator 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 seven thousand five hundred dollars (\$7,500.00) as stated in Exhibit B, without the written authorization of the City Manager. Payment by City 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 City and Consultant shall be Pat Esseff, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager'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 City 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 seven thousand five hundred dollars (\$7,500.00) 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 City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City'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 City Manager. If the City 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 City 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 City 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 City 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 City 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 City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City 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, City 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 City Manager or the City Manager'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 thirty (30) 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 City 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 City Manager, Consultant shall forfeit and pay to the City, 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 City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City 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 City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City 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 five (5) 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 City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, 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 Agency, and any and all of its officers, employees, and agents ("Agency Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this Agreement or out of the operations conducted by Consultant, including the Agency's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the Agency. In the event the Agency Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the Agency Indemnitees or at the Agency's option reimburse the Agency Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

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 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.

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 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 City 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 City 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 City. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City 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, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City 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 City, 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 City 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 City 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 City 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 City, 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 City 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: City Manager  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, California 93021

To: Pat Esseff  
Associate Program Director  
Catholic Charities Ventura County Region  
303 N. Ventura Avenue  
Ventura, California 93021

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 City 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 City 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 City 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 City'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.

CITY OF MOORPARK

CATHOLIC CHARITIES VENTURA  
COUNTY REGION

By: \_\_\_\_\_  
Steven Kueny, City Manager

By: \_\_\_\_\_  
Pat Esseff, Program Director

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk

## 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 City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

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 City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the City 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 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 the City, 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 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 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 City 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 City 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 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 the City's protection without the 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 or reduced at any time and no replacement coverage is provided, the 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 the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City 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 City.
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 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, 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 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 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 City will negotiate additional compensation proportional to the increased benefit to the 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 the City to inform Consultant of non-compliance with an insurance

requirement in no way imposes any additional obligations to the 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 the 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 the 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. 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 City 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 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 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 City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the 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. The

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 the City.

## Proposal for a Day Labor Site Coordinator

**Day Labor Program:** To provide staff coordination for the Day Labor site and support to the City of Moorpark’s Day Labor activities.

**Background:** The Day Labor location is adjacent to Catholic Charities site at 612 Spring Road, Suite 101. Catholic Charities and the City of Moorpark have discussed a cooperative venture in providing a sanctioned day labor site on an occasional basis for many years. The Ruben Castro Human Services Center (RCHSC) was designed with this possibility in mind.

During the past several weeks, the City has successfully transitioned the long time gathering spot for day laborers from 2 sites on the corner of High Street and Spring Road to the RCHSC Day Labor location. As part of the City’s long term plan, the City would like to implement a coordinated program to insure an orderly, fair interaction between the Day Laborers, the hirers and the neighbors.

**Costs:**

• Day Labor Coordinator (1-2 positions) \$10.00/hour. 2 hours per day/ 6 days a week + (20% taxes/benefits)	Weekly \$144.00	FY 2013-14 (40 Weeks) \$5,760.00
• Overhead/Administration:	\$43.50	\$1,740.00
<b>Total:</b>	<b>\$187.50</b>	<b>\$7,500.00</b>

**Coordinator’s Responsibilities**

- Open Day Labor office at 6:00am
- Maintain order, and ensure that all participants understand and cooperate with the site rules.
- Encourage DL’s to use this site as their only point of contact with employers.
- Clean and re-stock office bathroom, office, patio, and pick up area.
- Intervene in disputes/disagreements and assist in fair resolution
- Discourage loitering near the corner of High Street, and the hazardous area near the railroad crossing
- Promptly report any incidents to Catholic Charities
- Prepare a weekly summary of significant events
- Bilingual and some experience in construction highly desired