

**ITEM 9.B.**

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable City Council

**FROM:** Jeremy Laurentowski, Parks and Recreation Director 

**DATE:** February 7, 2014 (CC Meeting of February 19, 2014)

**SUBJECT:** Consider Report on Drought Measures; Agreement with Penfield and Smith for Base Mapping Services; Amendment to Agreement with Venco Western, Inc. for Landscape Renovation; and Resolution Amending the Fiscal Year 2013/14 Budget

**BACKGROUND**

Estimates seem to vary, but according to the Los Angeles Times, 2013 was the driest year on record in California since 1894. Several other sources state that many California cities received the lowest rainfall since 1850 and the Sierra Nevada snow pack that provides approximately one third of the state's water is only twenty percent of normal. In any case, the news is not good and on January 17, 2014, Governor Jerry Brown declared a drought emergency in the State of California and urged Californians to reduce water consumption by at least 20%. Clearly there will be large scale implications to agriculture and industry over the next several years and water conservation measures will be necessary across the state. On a local level, the City has initiated several long term objectives to address the issue of water conservation.

For several years, the City Council has discussed the need to initiate a City wide plan to address water conservation. On May 15, 2013, the City Council adopted the City of Moorpark Mission Statement, Priorities, Goals, and Objectives for FY 2013/2014. The following are the Departmental objectives that coincide with the Council's desire to reduce water consumption:

- VII. A. 6. Install the second phase of a centralized irrigation system for City facilities, parks and landscape maintenance districts by June 30, 2014.*
- VII. A. 11 Develop a plan to reduce the amount of turf in City parks by ten percent (10%) by March 31, 2014.*
- VII. A. 23. Prepare a demonstration project with community involvement for*

*replacement of turf with native landscaping by June 30, 2014.*

- VII. B. 5. *Develop design plans to refurbish median landscaping and hardscape on Tierra Rejada Road, from Spring Road to Los Angeles Avenue, and Campus Park Drive from Princeton Avenue to Collins Drive, including cost estimates, financing, phasing and water conservation measures.*

**DISCUSSION**

- VII. A. 6. ***Install the second phase of a centralized irrigation system for City facilities, parks and landscape maintenance districts by June 30, 2014.***

On May 18, 2011, the City Council approved an Agreement with HydroPoint Data Systems, Inc. (HydroPoint) for the replacement of 44 existing irrigation controllers with WeatherTRAK ET Pro2 irrigation controllers. WeatherTRAK controllers receive real time weather and evapotranspiration (ETo) data via HydroPoint's system software and adjust irrigation schedules on a daily basis to reduce overall irrigation water consumption. In FY 2009/2010, prior to the installation of the WeatherTRAK controllers, the City reduced water consumption by approximately 16.5%, as compared to the prior fiscal year. Since then, staff has monitored the City's water use and has prepared an analysis of the HydroPoint System relative to actual water use for irrigation purposes.

Phase I of the WeatherTRAK project included replacing 44 irrigation controllers in Landscape Maintenance Assessment District (LMD) Zones 2, 5, 10, 12, 15, and 22, as well as Mammoth Park and Peach Hill Park. This work was completed in August, 2011. Staff has prepared a complete analysis of the HydroPoint System and the City's overall water consumption in the LMD Zones and Parks where the controllers were installed. In order to perform an accurate analysis, a baseline of water use needs to be established. The baseline data that was used for the analysis was obtained in FY 10/11, as this was the last full year that complete water use data was tracked prior to the installation of the HydroPoint System. However, the controllers for the LMD areas within Zone 22 were not accepted by the City for maintenance turnover until October of 2010 and a full year of baseline data was not available prior to the installation of the WeatherTRAK system. An eight month monitoring period from November through June of FY 10/11 will be utilized as the baseline for this zone. The same eight month monitoring period will be used in subsequent years for comparison purposes.

City of Moorpark - Summary of Weather Conditions				
	2010	2011	2012	2013
Annual ETo	53.26"	50.42"	51.65"	52.83"
Precipitation	20.60"	24.03"	11.96"	6.4"

Evapotranspiration (ETo) is the amount of evaporation (water loss from surfaces such as soil), and transpiration (water loss from vegetation) to the atmosphere. In simple terms, it is the amount of water that is lost to the environment, primarily due to weather conditions. The summary on the previous page identifies the fact that the annual ETo in Moorpark is relatively equal. Overall, the average weather conditions in Moorpark do not necessarily fluctuate from year to year, thus ETo is relatively constant. However, as precipitation decreases, most non-native plants require supplemental irrigation to make up the deficit of the water that is lost. The advantage to weather based irrigation systems is that they are able to supplement the water loss only when it is needed, not on a continual basis, typically resulting in water savings. Staff has tracked the City's water use since FY 10/11 and has determined that overall the City saved approximately 18% in irrigation water use in FY 11/12 and 11% in FY 12/13, an average of approximately 14.5%, as compared to the baseline of water use established in FY 10/11. As mentioned previously, the City saved approximately 16.5% of water in FY 09/10, resulting in considerable water savings when combined with the results of this analysis. A summary of each LMD Zone and Park follows:

<b>HydroPoint Data System Water Use Summary</b>						
FY 11/12 & 12/13 Analysis						
	FY 10/11	FY 11/12		FY 12/13		
	HCF (Baseline)	HCF	(%) saving	HCF	(%) saving	Average
Mammoth Park	11,063	7,522	32.0%	7,769	29.8%	30.9%
Peach Hill Park	8,642	8,764	-1.4%	9,164	-6.0%	-3.7%
LMD Zone 2	3,344	2,582	22.8%	2,390	28.5%	25.7%
LMD Zone 5	2,913	2,434	16.4%	2,602	10.7%	13.6%
LMD Zone 10	10,416	7,863	24.5%	7,024	32.6%	28.5%
LMD Zone 12	10,325	8,843	14.4%	11,253	-9.0%	2.7%
LMD Zone 15	6,112	6,591	-7.8%	8,251	-35.0%	-21.4%
*LMD Zone 22	32,677	25,535	21.9%	27,677	15.3%	18.6%
<b>Total LMD/Parks</b>	<b>85,492</b>	<b>70,134</b>	<b>18.0%</b>	<b>76,130</b>	<b>11.0%</b>	<b>14.5%</b>

\* Eight month baseline & comparison from November through June

The resulting savings is proportionate to the general weather conditions over the last several years. The water savings from installing the WeatherTRAK controllers has declined from approximately 18% in FY 10/11, to 11% in FY 12/13, comparable to the drop in precipitation. This would be expected, as the controllers are generally programmed to supplement available precipitation when needed. However, given the severe drought conditions during the latter part of 2012/2013, the controllers have exceeded staff's expectations and have shown substantial overall savings.

In terms of cost savings, an 18% reduction in water use is equivalent to 15,358 HCF or 11,487,748 gallons of water. In FY 10/11, the City spent \$311,228 in water in the LMD Zones and parks where the WeatherTRAK controllers were installed, including the eight month monitoring period for LMD Zone 22. In FY 11/12, the City spent \$288,468, resulting in a direct cost saving of \$22,760. Even though the City reduced irrigation water use by approximately 18% due to the installation of the WeatherTRAK controllers, the City only saved approximately 7.3% in direct water costs due to relatively proportionate water rate increases. In May, 2011 the Ventura County Water District (VCWD) Board approved a 12% rate increase and tier allocation adjustment, in March, 2012 an 8% increase, and a 4.5% rate increase was approved for 2013.

Several discrepancies were discovered with the water consumption in LMD Zones 12, 15 and Peach Hill Park. The analysis for Zone 15 and Peach Hill shows an overall negative percentage of savings during the monitoring periods. This confirms that more water was used with the HydroPoint System than without it. Staff anticipates that the irrigation schedules established for both of these zones were too low for the type of plant material. Once the HydroPoint System was installed, the controllers provided the necessary irrigation water based on plant types and environmental factors, such as percentage of slope and soil types. Prior to the HydroPoint system, the controllers were manually scheduled by the landscape maintenance contractor, with little regard to actual field or weather conditions. LMD Zone 12 shows a low percentage of savings during FY 12/13. This was most likely due to the landscape improvement project that was completed on Miller Parkway at the beginning of 2012.

Phase II of the project includes installing a total of fifteen (15) controllers at the following City parks: Glenwood Park, Tierra Rejada Park, Campus Park, Poindexter Park, Mountain Meadows Park, Miller Park, Campus Canyon Park, and College View Park. In addition, several controllers at Arroyo Vista Community Park (AVCP) are in need of replacement and staff recommends replacing these controllers as needed over the next several years with ETo based irrigation controllers. It should be noted that the direct cost of the weather based system controllers is comparable to a standard irrigation controller without weather monitoring capabilities. The cost increase of an ETo based system is generally associated with the central system software or hardware, or associated monitoring fees, if any. AVCP utilizes well water for irrigation and the direct costs to the City are minimal. However, staff feels that a centralized irrigation management system with ETo based controllers will not only increase our ability to manage the City's turf maintenance procedures, but will also enable staff to practice responsible irrigation water management by minimizing overwatering and a depletion of our groundwater resources. It should be noted that the water budget for an irrigation system at AVCP that utilizes potable water would be approximately \$250,000 per year without the use of the well.

Currently, staff is in the process of comparing several central irrigation systems, as well as the HydroPoint system, to ensure that the system we choose for Phase II does not

compromise the City's ability to manage the parks. The parks are more difficult to manage than the LMD's, as schedules constantly need to be adjusted to accommodate turf renovation practices, youth sports organizations, rentals and large City events, such as the 3<sup>rd</sup> of July Fireworks Extravaganza. Staff anticipates that a recommendation will be made to the City Council by the end of April, 2014.

***VII. A. 11 Develop a plan to reduce the amount of turf in City parks by ten percent (10%) by March 31, 2014.***

Staff has initiated a citywide plan to reduce the turf in all the City parks by a minimum of 10% and anticipates submitting a comprehensive plan to the Parks Commission by June, 2014 for their review. Staff intends to provide options for park amenities such as walking paths, native landscape area, and sand volley ball courts, and has already initiated several projects, such as the turf reduction project at Mammoth Highlands Park. Phase I of this project was completed by the Helping Hands volunteers in 2013 (see Attachment 1). In April, 2014, the Helping Hands organization will continue with Phase II and start a similar project at Glenwood Park. Staff intends to remove the turf adjacent to Tierra Rejada Road and install a landscape buffer consisting of native landscape material to promote an inward use of the park site. Staff estimates that the Mammoth Highlands Park project will cost approximately \$21,400 in staff time and direct costs and will reduce the total turf area by approximately 26%. The return on investment is approximately 3.2 years based on the reduction in water use.

***VII. A. 23. Prepare a demonstration project with community involvement for replacement of turf with native landscaping by June 30, 2013.***

In addition to the several volunteer projects completed by the Helping Hands volunteers, staff is in the process of scheduling two programs funded by the California Department of Fish and Wildlife through the Summer Camp program at the Arroyo Vista Recreation Center. The programs are not only intended to demonstrate to school aged children the importance of urban waterways, such as the Arroyo Simi, but will also include a native landscaping component where the children will learn about the different types of native landscape plants and learn hands-on how to plant and manage these types of landscapes. This program is still in the early planning stages, but staff is hopeful to have an actual wildlife organization, such as the Ojai Raptor Center, attend the program to exhibit their animals.

In addition, staff plans to prepare a master plan for Monte Vista Park to include drought tolerant demonstration gardens, walkways and seating areas. Staff intends to remove all the non-native landscape material within the park over the next three years and prepare a comprehensive plan of the entire parks site so that volunteer organizations, such as the Boy Scouts of America, can install portions of the park in phases. Staff is hopeful that this park will eventually showcase a wide range of native plant types with identification and interpretative signage.

**VII. B. 5.     *Develop design plan to refurbish median landscaping and hardscape on Tierra Rejada Road, from Spring Road to Los Angeles Avenue, and Campus Park Drive from Princeton Avenue to Collins Drive, including cost estimates, financing, phasing and water conservation measures.***

In 2013, staff had an opportunity to coordinate a demonstration project consisting of native landscaping on Tierra Rejada Road, within the property owned by Southern California Edison (SCE), east of Walnut Creek. This project included the installation of communication equipment and infrastructure installed by Verizon. Due to the excessive amount of existing landscaping that was removed, Verizon was required to replace the landscaping in-kind. However, due to the overall large size of the landscape area, staff determined that the applicant needed to meet the requirements of the City's Landscape Design Criteria and install native landscape material within the SCE owned property. The result is a meadow of native grasses and shrubs specifically chosen to compliment the meadow appearance of the streetscape on Tierra Rejada Road.

Since the plant material was installed, staff has had an opportunity to monitor the plant types and has found that they have established well, with minimal water and maintenance. Due to the success of the project, staff is recommending that the City Council approve a 12,000 s.f. project along the north side of Tierra Rejada Road, from the SCE property to Walnut Creek. The existing red fescue along this length of Tierra Rejada has performed poorly, primarily due to the full sun exposure, and several areas are in need of renovation. However, in lieu of replanting these areas with the same red fescue ground cover, staff feels that replacing the plant material with native grasses will reduce the City's overall water consumption. The proposed project will include the same plant types installed within the SCE property, which primarily consists of *Carex pansa* (*Meadow Sedge*), a low growing bunch grass native to central California, and *Rhamnus Californica* (*Coffee Berry*), a mid-height shrub native to the California foothill regions. The project includes retrofitting the existing irrigation system with low precipitation spray nozzles and installing bubblers at each of the remaining healthy Sequoia trees to supplement their water needs.

Staff obtained bids for this work and the low bid was provided by Venco Western, Inc. at a total cost of \$33,216. Staff has obtained an estimate from the current landscape maintenance contractor and has determined that it would cost the City approximately \$12,000 to renovate the parkway with in-kind plant material, without making any additional changes to the existing irrigation system. Staff estimates a 50% reduction in water use based on the type of California native plant material and the installation of the low volume irrigation system. This would equal approximately \$1,790 annually in direct cost savings and a cost recovery of approximately 12 years.

On a larger scale, staff has contacted a civil engineering company, Penfield and Smith, to prepare a proposal for a base mapping survey of Tierra Rejada Road, from

approximately Countrywood Drive to Spring Road. Staff recommends developing a plan to renovate all the landscaping on Tierra Rejada Road, including the slopes, parkways, and median islands, with drought tolerant plant material, or other low water use options. However, a base file in AutoCAD format is not available to prepare a detailed analysis of the Tierra Rejada Streetscape. Once a base file has been developed, staff will prepare an initial cost assessment based on water savings and will evaluate the overall project needs. At that time, staff will determine if this project should be completed with in-house staff or a landscape architect that specializes in native landscaping and streetscape design. Staff anticipates that this will be a combination of both.

The majority of the Tierra Rejada Streetscape lies within LMD Zone 2 (Steeple Hill Area Tract 2865), LMD Zone 5 (Pheasant Run Tracts 3019 & 3525) and LMD Zone 10 (Mountain Meadows Planned Community). LMD Zone 2 is fully funded and there is funding available for normal maintenance procedures, and improvements can generally be made with funding from the LMD reserve account. Funding for general maintenance procedures in LMD zones 5 and 10, which includes the cost of irrigation water, has historically been supplemented by the General Fund. These two zones were accepted by the City prior to the passing of Proposition 218 (*The Right to Vote on Taxes Act*) in 1996. In FY 12/13, LMD Zone 10 had a negative fund balance of \$90,712 and LMD Zone 5 had a negative fund balance of \$43,221, resulting in substantial funding from the general fund to supplement normal maintenance procedures. The actual cost of water for these two zones in FY 12/13 was \$66,972, which is equivalent to approximately 50% of the negative fund balance. Clearly aggressive water conservation measures and a reduction in maintenance procedures will be necessary to lessen the impact on the general fund.

In addition, staff has started to look into water conservation measures for the parkways and median islands on Princeton and Campus Park Drive. Although water use is proportionately low within these LMD Zones, due to the maturity of the existing landscape material, staff is confident that additional water conservation measures can be implemented to reduce the overall water budget. Staff will include an analysis of these areas with the Tierra Rejada Streetscape project and will prepare a follow up report in the fall of 2014.

Once staff has had an opportunity to prepare a study on the LMD areas that currently exhibit negative fund balances, staff will prepare an analysis on the fully funded zones. The larger zones include LMD Zone 12 (Carlsberg Specific Plan), LMD Zone 15 (Toll Brothers Tract 4928), LMD Zone 16 (Cabrillo Tract 5161), LMD Zone 22 (Pardee Tract 5045) and LMD Zone 18 (Colmer Tract 5307). The majority of these zones have also been installed with high to moderate water use plant types and staff feels that there are opportunities to reduce water consumption within these LMD's.

Staff is continuing to look for other opportunities to lower water use. Recently, the irrigation heads at the post office parking lot were replaced with low precipitation nozzles. Staff anticipates that this work will reduce the overall water use at this location by approximately 20%. In 2010, staff initiated a mulching program in the LMD's and City parks that is implemented by the landscape maintenance contractors. Staff estimates that the cost to install the bark mulch is relatively equal to the direct costs of the water saved. However, the overall reduction in water use is equal to approximately 5% of the water budget in the areas that it is installed, or approximately 826,608 gallons/year.

### **FISCAL IMPACT**

The cost for the agreement with Penfield & Smith for the base mapping services is \$18,000.00 plus reimbursable expenses of \$500.00 and a contingency of \$2,700.00 for a total cost of \$21,200.00. As discussed above, the 84-2 Steeple Hill T2865 Fund (2302) for Zone 2 is fully funded so there is enough fund balance to cover 25% or \$5,300.00 of the base mapping cost which is equivalent to the area on Tierra Rejada covered by Zone 2. The remaining costs of \$15,900.00 will be paid from the General Fund (1000). The cost for the amendment to Venco Western, Inc. for the landscape renovation project is \$33,216.00. It is proposed that these costs be paid from the General Fund (1000) as the area to be renovated falls within Zone 10, which has a negative fund balance.

In summary, a budget amendment is needed from the 84-2 Steeple Hill T2865 Fund (2302) in the amount of \$5,300.00 and from the General Fund (1000) in the amount of \$49,116.00 is needed to fund the above described work.

### **STAFF RECOMMENDATION (ROLL CALL VOTE)**

1. Approve Amendment No. 1 with Venco Western, Inc. for landscape renovation project, and authorize City Manager to sign the amendment subject to final language approval of the City Manager and City Attorney; and
2. Approve Agreement with Penfield & Smith for base mapping services on Tierra Rejada Road, and authorize City Manager to sign the Agreement subject to final language approval of the City Manager and City Attorney, and
3. Adopt Resolution No. 2014-\_\_\_\_\_.

#### Attachments:

- 1- Mammoth Park Turf Reduction Plan
- 2 - Amendment
- 3 - Agreement
- 4 - Resolution

**PLANT PALETTE**  
(QUANTITIES ARE TOTAL FOR ALL SHEETS)



**MAMMOTH HIGHLANDS PARK**  
TURF REDUCTION PLAN

**TREES**

SYM	BOTONICAL NAME	COMMON NAME	QTY	SIZE
AM	ARBUTUS 'MARINA' MULTI-TRUNK	NCN	8	15-GALLON
CO	CERCIS OCCIDENTALIS	WESTERN REDBUD	19	15-GALLON
PA	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	17	15-GALLON
PH	PINUS ELДАРICA	AFGHAN PINE	20	15-GALLON
QA	QUERCUS AGRIFOLIA	COAST LIVE OAK	8	15-GALLON

**SHRUBS & PERENNIALS**

SYM	BOTONICAL NAME	COMMON NAME	QTY	SIZE
A	ARCTOSTAPHYLOS 'SUNSET'	MANZANITA	180	5-GALLON
C	CARPENTERIA CALIFORNIA	BUSH ANEMONE	32	5-GALLON
CH	CEONOTHUS 'YANKEE POINT'	CEONOTHUS	67	5-GALLON
HA	HETEROMELES ARBUTIFOLIA	TOYON	30	5-GALLON
⊙	MIMULUS AURANTIACUS	STICKY MONKEY FLOWER	135	1-GALLON
RO	RHUS OVATA	SUGAR BUSH	35	5-GALLON
⊙	SALVIA CLEVELANDII	CALIFORNIA SAGE	473	1-GALLON

**VINES**

SYM	BOTONICAL NAME	COMMON NAME	QTY	SIZE
▲	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	31	1-GALLON

**SUMMARY:**

ITEM	QTY
TURF (EXISTING)	202,153 S.F.
TURF (REMOVED)	51,791 S.F. (26%)
TREES (REMOVED)	4
TREES (PROPOSED)	72
SHRUBS (PROPOSED)	983

**COST RECOVERY:**

ITEM	COST
WATER REDUCTION	\$6,600/YR. (1.2 ACRES)
	(APPROX. \$5,500/ACRE.)
TOTAL	\$6,600/YR.
ROI	3.2 YEARS
ROI (DIRECT COSTS):	1.5 YEARS

**COST SUMMARY:**

ITEM	COST
TURF REMOVAL	\$5,200 (CITY STAFF: 80 HOURS @ \$65/HR.)
GRADE PREP	\$2,600 (CITY STAFF 40 HOURS @ \$65/HR.)
IRRIGATION INSTALLATION	\$3,900 (CITY STAFF 60 HOURS @ \$65/HR.)
TREE REMOVALS	\$1,200 (CONTRACT TREE MAINT. COMPANY)
BARK MULCH	\$0 (CONTRACT TREE MAINT. COMPANY -INSTALLATION BY VOLUNTEERS)
TREES/SHRUBS	\$0 (BOETHING TREE FARM - INSTALLATION BY VOLUNTEERS)
IRRIGATION	\$8,500 (MODIFICATION BY CITY STAFF)
TOTAL	\$21,400
TOTAL (DIRECT COSTS):	\$9,700 (NOT INCLUDING STAFF TIME COSTS)



**ATTACHMENT 1**

**PLANT PALETTE**  
(QUANTITIES ARE TOTAL FOR ALL SHEETS)



**MAMMOTH HIGHLANDS PARK**  
TURF REDUCTION PLAN

**TREES**

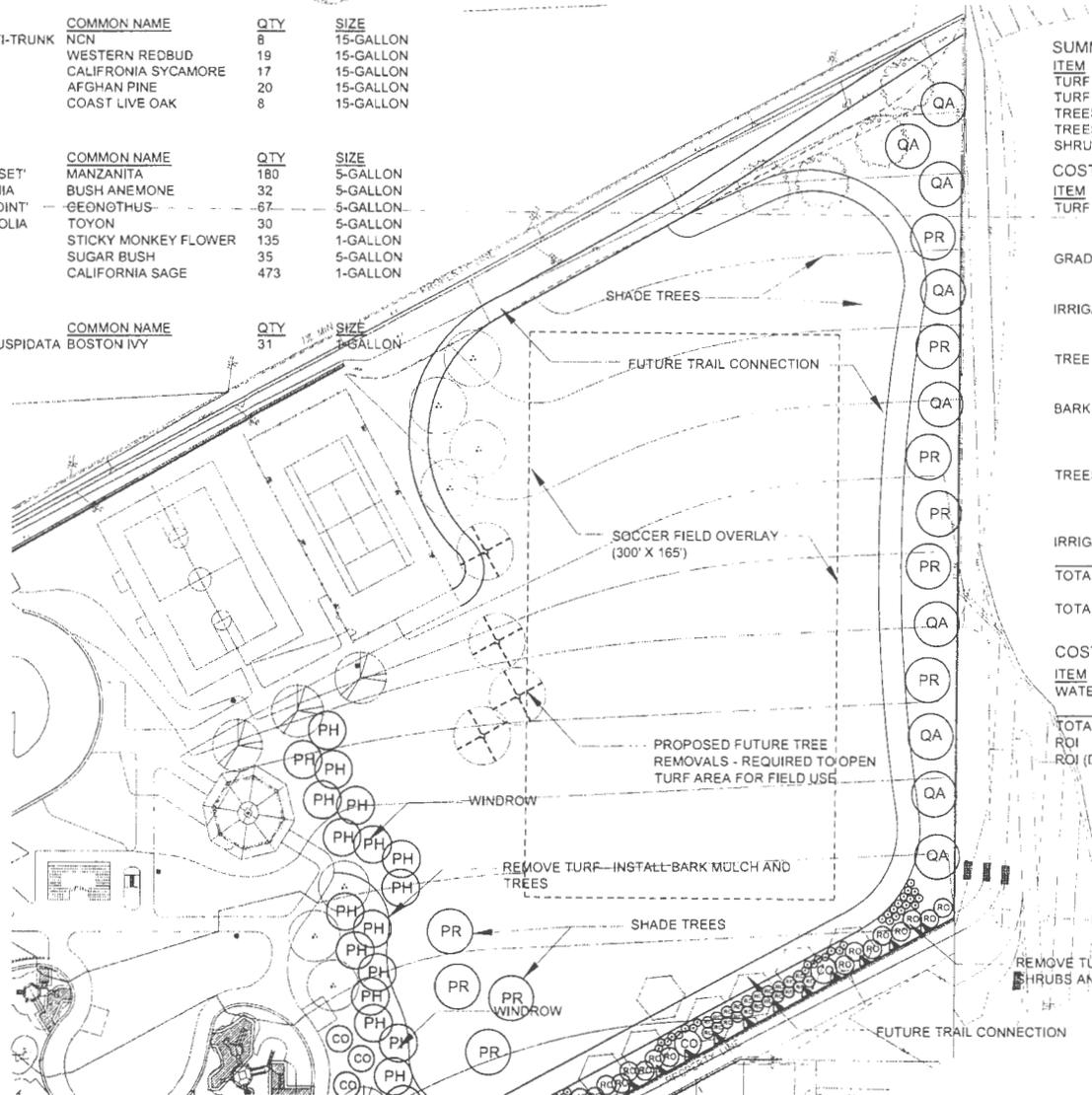
SYM	BOTONICAL NAME	COMMON NAME	QTY	SIZE
AM	ARBUTUS 'MARINA' MULTI-TRUNK	NCN	8	15-GALLON
CO	CERCIS OCCIDENTALIS	WESTERN REDBUD	19	15-GALLON
PA	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	17	15-GALLON
PH	PINUS ELDARICA	AFGHAN PINE	20	15-GALLON
QA	QUERCUS AGRIFOLIA	COAST LIVE OAK	8	15-GALLON

**SHRUBS & PERENNIALS**

SYM	BOTONICAL NAME	COMMON NAME	QTY	SIZE
A	ARCTOSTAPHYLOS 'SUNSET'	MANZANITA	180	5-GALLON
C	CARPENTERIA CALIFORNIA	BUSH ANEMONE	32	5-GALLON
CH	CEONOTHUS 'YANKEE POINT'	GEONOTHUS	67	5-GALLON
HA	HETEROMELES ARBUTIFOLIA	TOYON	30	5-GALLON
⊙	MIMULUS AURANTIACUS	STICKY MONKEY FLOWER	135	1-GALLON
RO	RHUS OVATA	SUGAR BUSH	35	5-GALLON
⊙	SALVIA CLEVELANDII	CALIFORNIA SAGE	473	1-GALLON

**VINES**

SYM	BOTONICAL NAME	COMMON NAME	QTY	SIZE
▲	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	31	1-GALLON



**SUMMARY:**

ITEM	QTY
TURF (EXISTING)	202,153 S.F.
TURF (REMOVED)	51,791 S.F. (26%)
TREES (REMOVED)	4
TREES (PROPOSED)	72
SHRUBS (PROPOSED)	983

**COST SUMMARY:**

ITEM	COST
TURF REMOVAL	\$5,200 (CITY STAFF: 60 HOURS @ \$65/HR.)
GRADE PREP	\$2,600 (CITY STAFF: 40 HOURS @ \$65/HR.)
IRRIGATION INSTALLATION	\$3,900 (CITY STAFF: 60 HOURS @ \$65/HR.)
TREE REMOVALS	\$1,200 (CONTRACT TREE MAINT. COMPANY)
BARK MULCH	\$0 (CONTRACT TREE MAINT. COMPANY -INSTALLATION BY VOLUNTEERS)
TREES/SHRUBS	\$0 (BOETHING TREE FARM. -INSTALLATION BY VOLUNTEERS)
IRRIGATION	\$8,500 (MODIFICATION BY CITY STAFF)
<b>TOTAL</b>	<b>\$21,400</b>
<b>TOTAL (DIRECT COSTS):</b>	<b>\$9,700 (NOT INCLUDING STAFF TIME COSTS)</b>
<b>COST RECOVERY:</b>	
ITEM	COST
WATER REDUCTION	\$6,600/YR. (1.2 ACRES) (APPROX. \$5,500/ACRE.)
<b>TOTAL ROI</b>	<b>\$6,600/YR.</b>
<b>ROI (DIRECT COSTS):</b>	<b>3.2 YEARS</b>
	<b>1.5 YEARS</b>

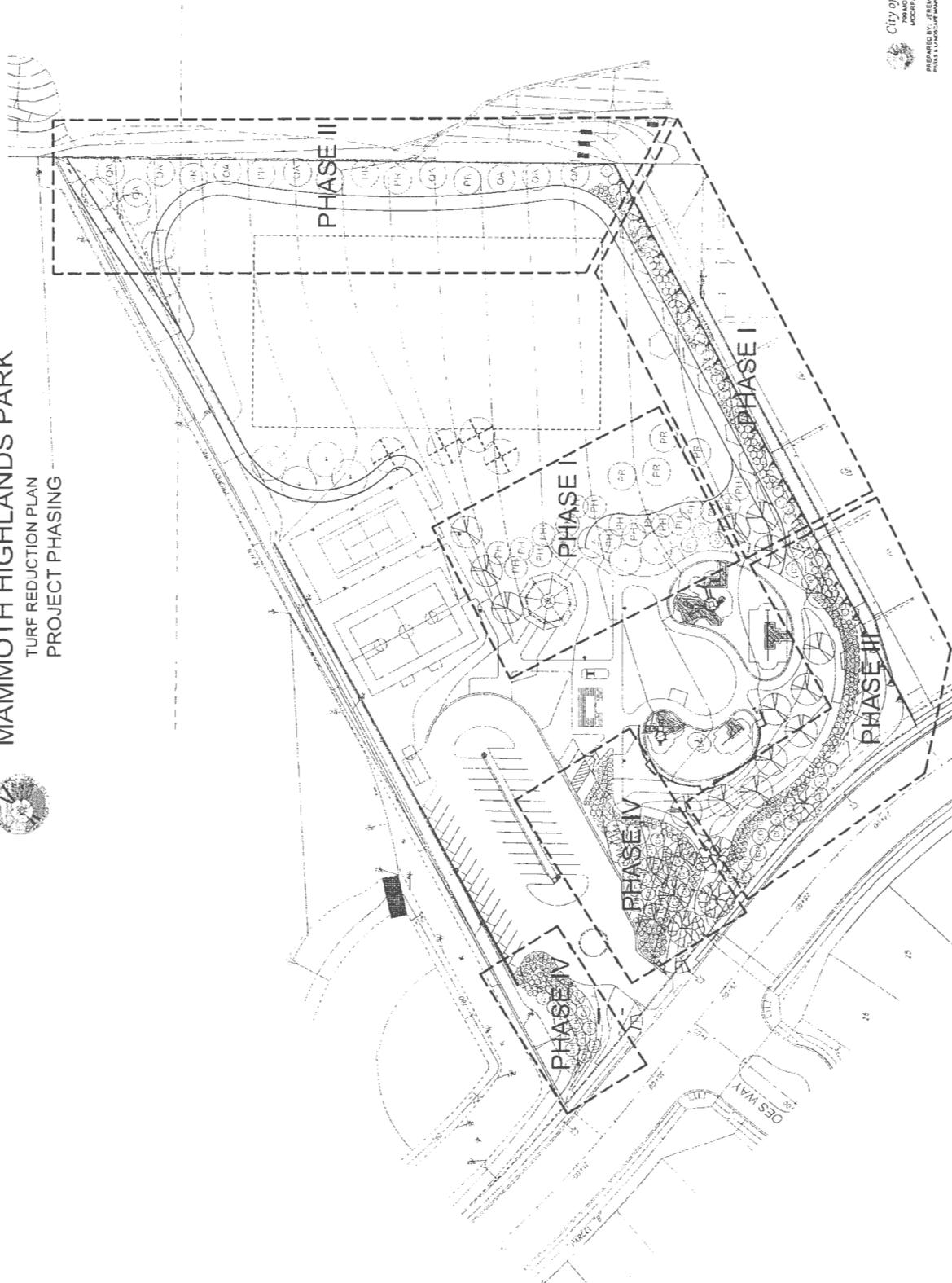
**ATTACHMENT 1**

City of Moorpark  
798 MOORPARK AVE.  
MOORPARK CA 93021  
PREPARED BY: JEREMY LAURENTOWSKI  
PARKS & LANDSCAPE MANAGER

SCALE: 1"=60'-0"  
DATE: MAY 18, 2012  
SHEET 1 OF 3

# ATTACHMENT 1

## MAMMOTH HIGHLANDS PARK TURF REDUCTION PLAN PROJECT PHASING



 **City of Mammoth**  
MAMMOTH, CALIFORNIA 93271  
PREPARED BY: JERRY LAURENCEWSKI  
PAVING & LANDSCAPE MAINTENANCE

 **MIT**  
1"=60'-0"  
MAY 18, 2012  
SHEET 3 OF 3

## ATTACHMENT 2

### AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND VENCO WESTERN, INC. FOR LANDSCAPE REFURBISHMENT ON TIERRA REJADA ROAD

This Amendment No. 1 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Venco Western, Inc., a California corporation, ("Contractor") for landscape refurbishment on Tierra Rejada Road ("Agreement"), is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

#### RECITALS

WHEREAS, on June 27, 2013, the City and Contractor entered into an Agreement for landscape maintenance services at City parks; and

WHEREAS, the City and Contractor now desire to amend the Agreement to increase the compensation for landscape refurbishment services to be performed by Contractor by a total contract value of thirty-three thousand two hundred sixteen dollars (\$33,216.00), and document said agreement to amend by jointly approving Amendment No. 1 to the Agreement.

**NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:**

I. Section 2, SCOPE OF SERVICES, is amended by replacing the first three (3) paragraphs as follows:

"City does hereby retain Contractor in a contractual capacity to provide landscape maintenance services, plus additional repair and installation services, related to City parks and miscellaneous City properties, as set forth in Exhibits A, B, C, D, E, F, G, and H: Contractor's Proposals, which exhibits are attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal". Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibits A, B, C, D, E, F, G, and H. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibits A, B, C, D, E, F, and G.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibits A, B, C, D, E, F, G and H. Compensation is increasing for the additional landscaping services by thirty-three thousand two hundred sixteen dollars (\$33,216.00) from four hundred and thirty-one thousand five dollars (\$431,005.00) to four hundred and sixty-four thousand two hundred twenty-one dollars (\$464,221.00) which includes a twenty-five thousand dollar (\$25,000.00) contingency, for the initial fifteen (15) month term of the Agreement, and shall not exceed three hundred forty-nine thousand eight hundred four dollars (\$349,804.00) annually, which includes a twenty-

five thousand dollar (\$25,000.00) contingency, for every subsequent year that the contract is extended, which extensions require a written Amendment to this Agreement executed by both parties. Compensation shall not exceed the rates shown on Exhibit D and Exhibit H. Approval of additional related maintenance, repair, and installation services during the term of this Agreement to be paid out of the contingency funding shall require a written Work Order executed by both parties. Payment by City to Contractor shall be as described in this Agreement.”

II. Section 5, PAYMENT, is amended by replacing paragraph one in its entirety as follows:

“The City agrees to pay Contractor monthly, in accordance with the terms as set forth in Exhibit D and Exhibit H, based upon actual time spent on the above tasks. This amount shall not exceed the rates or total contract value four hundred and sixty-four thousand two hundred twenty-one dollars (\$464,221.00), which includes a twenty-five thousand dollar (\$25,000.00) contingency, for the initial fifteen (15) month term of the Agreement, and shall not exceed three hundred forty-nine thousand eight hundred four dollars (\$349,804.00) annually, which includes a twenty-five thousand dollar (\$25,000.00) contingency, for every subsequent year that the contract is extended.”

III. Remaining Provisions:

Except as revised by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

VENCO WESTERN, INC.

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

By: \_\_\_\_\_  
Linda Burr, President

Attest:

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

# EXHIBIT H



## Venco Western, Inc.

February 3, 2014

Allen Walter  
City of Moorpark  
799 Moorpark Ave.  
Moorpark, CA 93021

**Re: Tierra Rejada Road Fescue Removal, Regrading, Irrigation Modification and Planting Phase I  
SCE Easement to Walnut Creek Rd. – Landscape and Irrigation Proposal**

Dear Allen,

Per your request, below please find our proposal to remove fescue, fine-grade parkway, modify irrigation, and replant new groundcover and shrubs in the City parkway located on north side of Tierra Rejada Rd. between Walnut Creek Rd and the SCE power line easement.

Site Preparation (remove existing g/c, fine-grade & amendments)	LS	\$7,328.00
Irrigation	LS	\$12,668.00
Planting	LS	\$13,220.00
<b>Total</b>		<b>\$33,216.00</b>

Sincerely,

*Linda Burr/JB*

Linda Burr/Julie Bracamontes

#### Exclusions and Qualifications

Site to be received at +/- 1'.  
No import or export.  
Price does not include permits and fees.  
Price does not include 110v electrical.  
Prices based on total package order.  
All sleeving prior to paving and concrete.  
Water/point of connection by others  
Irrigation backflow preventer by others  
No rough grading  
No clear and grub.  
No cut, patch or boring.  
No traffic control.  
No maintenance.  
No tree removal.  
Price does not include drainage.  
Bid as state prevailing wage  
We are a non-union company.  
Does not include performance bond. Add 2% if required.  
Excludes jute matting.  
Survey by others.

2400 Eastman Avenue, Oxnard, CA 93030 • Phone 805.981.2400 • Fax 805.981.2480  
CA LIC NO. C27-582295  
[www.vencowestern.com](http://www.vencowestern.com)

### ATTACHMENT 3

#### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOORPARK AND PENFIELD & SMITH FOR BASE MAPPING SERVICES OF TIERRA REJADA ROAD

THIS AGREEMENT, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Moorpark, a municipal corporation ("City") and Penfield & Smith, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for base mapping services of Tierra Rejada Road from Spring Road to Los Angeles Avenue; 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 February 11, 2014, 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 base mapping 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.

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 eighteen thousand dollars (\$18,000.00) as stated in Exhibit B, plus reimbursable expenses of five hundred dollars (\$500.00) and contingency of two thousand seven hundred (\$2,700.00) for a total contract amount of twenty-one thousand two hundred dollars (\$21,200.00), without a written Amendment to the Agreement executed by both parties. Approval of contingency funding shall require a written Work Order executed by both parties. 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 James Fallon, 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 as set forth in Exhibit B, based upon actual time spent on the above tasks. This amount shall not exceed eighteen thousand dollars (\$18,000.00) as stated in Exhibit B, plus reimbursable expenses of five hundred dollars (\$500.00) and contingency of two thousand seven hundred (\$2,700.00) for a total contract amount of twenty-one thousand two hundred dollars (\$21,200.00), 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 or the City Manager's designee. 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 or the City Manager's designee. If the City disputes any of Consultant's fees or expenses, City

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 his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she 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 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 one hundred and fifty dollars (\$150) 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 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 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

Indemnity for professional liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest 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 legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnity 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 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 legal counsel 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 agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here 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 or employees, or agents of the City except as set forth in this Agreement. 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, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration 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 Section 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 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: Hady Izadpanah, Principal Engineer  
Penfield & Smith  
1327 Del Norte Road, Suite 200  
Camarillo, California 93010

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, including attorneys' fees, 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

PENFIELD & SMITH

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

By: \_\_\_\_\_  
Hady Izadpanah, Principal Engineer

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.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error 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.

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:

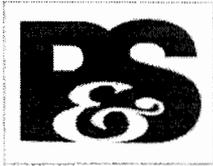
1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors 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 thirty (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 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 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. 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 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.



# Penfield & Smith

111 East Victoria Street  
Santa Barbara, CA 93101

tel 805-963-9532  
fax 805-966-9801

www.penfieldsmith.com

Santa Barbara  
Camarillo  
Santa Maria  
Lancaster

Civil Engineering

Land Surveying

Land Use Planning

Construction  
Management & Inspection

Traffic & Transportation  
Engineering

Transportation Planning

Structural Engineering

Water Resources  
Engineering

GIS

W.O. 21319.01

February 11, 2014

Jessica Sandifer  
City of Moorpark  
799 Moorpark Ave.  
Moorpark, CA 93021

*via email: jsandifer@moorparkca.gov*

**Subject: Proposal for Base Mapping  
Tierra Rejada Road Landscaping/Water Study**

Dear Ms. Sandifer:

As you requested, Penfield & Smith is pleased to submit this proposal for base mapping of Tierra Rejada Road.

### UNDERSTANDING OF PROJECT REQUIREMENTS

It is our understanding that the City of Moorpark will be performing a landscape and water use study along Tierra Rejada Road to comply with recent water use restrictions and goals. Based on our conversations, we understand that this is not a civil design effort at this stage, rather a review and report on the existing landscape conditions by the City and a yet to be named Landscape Architect for potential solutions to water intensive landscaping. Please note that while our scope will provide the overall base map, supplemental surveys may be required as the design team determines areas of greater importance and/or more critical areas for review.

Our scope of work, as outlined below, provides a reasonably quick and cost effective base map to perform this work on the project corridor (see attached exhibit for limits). The corridor is approximately 2.4 miles long, as shown and will reach the rights of way on both sides of Tierra Rejada Road.

### SCOPE OF WORK

#### Aerial Topographic Mapping

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 40 feet, with a one foot contour interval as an AutoCAD drawing file.

- At this time, no supplemental field surveys are proposed. All base mapping will be prepared from the aerial survey as is visible from the photography.
  - Once the Landscape Architect is selected, we can coordinate with the City and their design team to identify specific areas of interest that may require additional field surveys. This approach, as opposed to a full supplemental field survey without the design team input, will be more cost effective for the City.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables (electronic): Penfield & Smith will provide AutoCAD drawing files via email, CD/DVD, or posting to our FTP site for this project. We will include a PDF of a project information sheet, including the reduced scaled overall site limits, location map, surveyor's notes, control point listing, and record control references suitable to be plotted at a 24" x 36" sheet. This informational sheet will be signed and sealed by a California Licensed Land Surveyor. The actual mapping product is intended to be the electronic (digital) version only for the use of the landscape design team.

#### **Digital Orthophotography**

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.12 feet (each pixel will represent approximately 2" on the ground) suitable for plotting at a scale of 1" = 40'. Images will be inserted into the AutoCAD base map drawing.

#### **Boundary Mapping (Compiled)**

- Due to the nature of the project area, length of the project corridor, number of properties involved and the presences of existing fences and walls along the tracts, we propose to use the Ventura County Assessor GIS data for location of right of way lines. For a developed area such as this project, the assessor data together with long standing subdivision walls and fences will provide reasonably accurate enough right of way information for landscape analysis and review.
  - Upon City and design team review of the project conditions and base mapping, it may be determined additional right of way determination is required due to suspected encroachments. These critical concern areas will be handled as necessary and as directed by the City as additional services. Again, the goal is be as cost friendly as practical.

#### **SERVICES NOT INCLUDED**

The following services and all other services not specifically listed herein are excluded:

- Title Company reports, services and fees.
- Boundary or right of way establishment
- Sub-surface utility detection or potholing services.

- Setting boundary or right-of-way monuments.
- Preparing and filing Corner Records or maps of any kind.
- Reimbursable expenses.
- Services not listed herein.

**ASSUMPTIONS**

Our estimate and scope is based on the following assumptions:

1. We will have permission and safe access to and around the project area in question.

**PROPOSED FEE AND METHOD OF PAYMENT**

Our proposed services will be performed on a time and materials basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Penfield & Smith. "Materials" include all reimbursable expenses, such as photocopies, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees. Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately as follows, not including reimbursable expenses.

**Base mapping (aerial imagery, mapping, rights of way) ..... \$18,000**

**TIME OF PERFORMANCE**

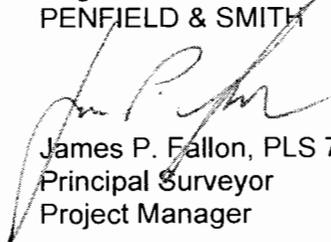
Based on our current workload, we estimate that the basemap can be completed in approximately 25 business days from receiving your authorization to proceed, weather permitting. Note that time does not include review time by Client or permitting agency.

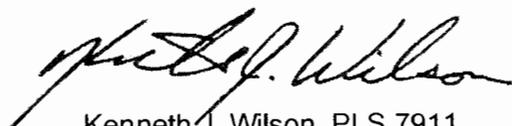
**AUTHORIZATION**

Should you require additional information or wish to discuss this proposal further, please give me a call. My direct line is (805) 981-0706, extension 136. If the proposal is satisfactory, please contact me to arrange for issuance of the necessary authorization documents.

Thank you for considering Penfield & Smith for this project.

Regards,  
PENFIELD & SMITH

  
James P. Fallon, PLS 7807  
Principal Surveyor  
Project Manager

  
Kenneth J. Wilson, PLS 7911  
Principal Surveyor  
Quality Control Manager



Exhibit



## ATTACHMENT 4

### RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2013/2014 BUDGET BY APPROPRIATING \$49,116.00 FROM THE GENERAL FUND (1000) AND \$5,300.00 FROM THE 84-2 STEEPLE HILL T2865 FUND (2302) TO FUND BASE MAPPING SERVICES AND LANDSCAPE REFURBISHMENT ON TIERRA REJADA ROAD

WHEREAS, on June 5, 2013, the City Council approved an Agreement with Venco Western, Inc. for park maintenance services; and

WHEREAS, on June 19, 2013, the City of Moorpark adopted the Operating and Capital Improvement budget for Fiscal Year 2013/14; and

WHEREAS, a staff report has been presented to the City Council requesting approval of Amendment No. 1 with Venco Western, Inc. and additional appropriation to fund landscape refurbishment on Tierra Rejada Road between the SCE easement and Walnut Creek Road; and

WHEREAS, the same staff report requested approval of an agreement with Penfield & Smith to provide base mapping services of Tierra Rejada Road and additional appropriation to fund the work; and

WHEREAS, a budget adjustment in the amount of \$49,116.00 from the General Fund (1000) and \$5,300.00 from the 84-2 Steeple Hill T2865 Fund (2302) is requested for this work; and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, describes said budget amendment and the resultant impact to the budget line items.

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

SECTION 1. A budget amendment in the amount of \$49,116.00 from the General Fund (1000) and \$5,300.00 from the 84-2 Steeple Hill T2865 Fund (2302) as more 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 19<sup>th</sup> day of February , 2014.

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

ATTEST:

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

Exhibit A – Budget Amendment

**EXHIBIT A**

**BUDGET AMENDMENT FOR**

General Fund (1000) and 84-2 Steeple Hill T2865 Fund (2302) for base mapping services and landscape refurbishment on Tierra Rejada Road  
 2013/14

**FUND ALLOCATION FROM:**

Fund	Account Number	Amount
General Fund	1000-5500	\$ 49,116.00
84-2 Steeple Hill T2865 Fund	2302-5500	\$ 5,300.00
Total		\$ 54,416.00

**DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:**

Account Number	Current Budget	Revision	Amended Budget
2302.7900.7901.9103	\$ 1,000.00	\$ 5,300.00	\$ 6,300.00
1000.7900.7901.9103	\$ -	\$ 15,900.00	\$ 15,900.00
1000.7900.7901.9331	\$ -	\$ 33,216.00	\$ 33,216.00
Total	\$ -	\$ 54,416.00	\$ 55,416.00

Approved as to Form: 