



Meeting Date: 10 / 06 /09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: *Cyndi Hookstra*, Management Analyst III

Agenda Item No. I-2

Reviewed By: City Manager *[Signature]*

City Attorney *[Signature]*

Finance *[Signature]*

Other (Specify) _____

DATE: September 25, 2009

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Office *[Signature]*

SUBJECT: Ventura County Work Release Contract # A-7212 for Services at River Park

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with the Ventura County Probation Agency in the amount not to exceed \$200,000 per year for five years for landscaping services at River Park.

DISCUSSION

The River Park development contains 112 acres of parks and open spaces. Through the community facilities district, the City is currently maintaining 87 acres and 10 acres will be added in fiscal year 09-10. This work release contract will allow for flexible staffing for landscape maintenance at a lower cost during peak demand periods. The tasks these crews will be performing do not require a great deal of landscaping knowledge or experience. This agreement is for five years and is not to exceed \$200,000 in a single year.

The Ventura County Work Release Program has several benefits for the City of Oxnard. Each crew comes with its own transportation and supervision. The City does not pay overhead costs associated with City staff. The County pays for all medical treatment and Workers' Compensation claims required.

FINANCIAL IMPACT

The funding for the work release contract is currently budgeted in 174-5702-805-8209 of the FY09-10 River Park budget. No further financial impact is anticipated.

MH/ch

Attachment #1 - Agreement # A-7212

AGREEMENT FOR TRADE SERVICES

Contract No. A-7212

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 1st day of August 2009, by and between the City of Oxnard ("City") and County of Ventura ("Vendor") for the services of County Work Release labor program subject to the following terms and conditions:

1. Vendor shall provide to City the following services per Exhibit A.
2. Vendor shall provide such services according to the following schedule as needed. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.
3. This Agreement shall begin on August 1, 2009 and shall end on July 31, 2014. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.
4. City shall pay Vendor \$540 per crew per day. This rate shall be recomputed annually and revised accordingly as determined by the County. The total annual amount of the agreement is not to exceed \$200,000 per year for the services, as follows in Exhibit A. Vendor shall invoice the City monthly for the services provided under this agreement.
5. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.
6. Insurance
 - a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-B, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B.
 - c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

7. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

8. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

9. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business license.

10. This Agreement may be amended only by a written document signed by both City and Vendor.

11. Any notices to Vendor may be delivered personally or by mail addressed to:

County of Ventura Probation Agency
345 Skyway Drive, Camarillo, CA 93010
Attention: Robert Barna, Sr. Deputy Probation Officer

12. Any notices to City may be delivered personally or by mail addressed to

City of Oxnard
1060 Pacific Avenue Bldg. #3, Oxnard, CA 93030
Attention: Dean Yamamoto, Parks Supervisor, RiverPark
(805) 385-7950

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

VENDOR-County of Ventura

Dr. Thomas E. Holden, Mayor

Karen J. Staples
Karen J. Staples,
Director/Chief Probation Officer
800 South Victoria Avenue
Ventura, Ca 93009
Date 9-10-09

APPROVED AS TO FORM:

Alan Hohnberg
Alan Hohnberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Michael Henderson
Michael Henderson
General Services Superintendent

Dean Yamamoto
Dean Yamamoto
Parks Maintenance Supervisor
Project Manager

ATTEST:

Daniel Martinez, City Clerk

EXHIBIT A

Vendor shall provide labor and transportation services for the purpose of general landscaping and maintenance services as directed and authorized by city staff. The services described, but not limited, to those listed below:

1. Weed abatement within City maintained areas. This includes City parks, detention basins, trail systems and medians.
2. Trash abatement within City maintained areas.
3. Landscape renovation within City maintained areas to include but not limited to:
Removal of dead/dying plant material, soil preparation, planting of replacement plant material, trimming of plant material.
4. Work with the City's Irrigation crews performing maintenance and repair.
5. Work with the City's Mow Crew performing the following tasks: Use of string trimmer, edger and blower.

county of ventura

COUNTY EXECUTIVE OFFICE
RISK MANAGEMENT

John K. Nicoll
Assistant County Executive Officer
Director of Human Resources

August 26, 2009

City of Oxnard
Attn: Risk Manager
Reference # A-7212
300 West Third Street, Suite 302
Oxnard, CA 93030

Proof of Workers' Compensation Insurance

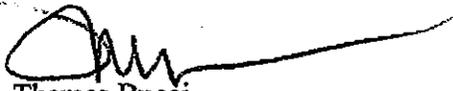
RE: As respects to the County of Ventura's Work Release Program Crews working within the City of Oxnard

To Whom It May Concern:

Please accept this letter in place of a Certificate of Insurance, as the County of Ventura is self-insured for Workers' Compensation.

The County of Ventura has complied with the requirements of the Director of Industrial Relations under the provisions of the Section 37—to 3705 of the Labor Code of the State of California. The County of Ventura has been granted a "Certificate of Consent to Self-Insure" under Number 7015 effective July 1, 2002.

Respectfully,


Theresa Bucci
Subrogation & Insurance Specialist
(805) 654-3127

ATTACHMENT NO. 1

PAGE 5 OF 7



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/09**PRODUCER**CHIVAROLI & ASSOCIATES INC
200 N Westlake Blvd #101
Westlake Village, CA 91362
(805) 371 - 3680

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSUREDCounty of Ventura
Risk Management Department
800 South Victoria Avenue, L1970
Ventura, CA 93009**INSURERS AFFORDING COVERAGE**

NAIC#

INSURER A: Princeton Excess Surplus Lines Ins. Co.
INSURER B: Ins. Co. of the State of PA
INSURER C:
INSURER D:
INSURER E:**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADOL NSRP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Subject to a \$500,000 SIR	N1A3RL0000053-02	07/01/09	07/01/10	EACH OCCURENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$500,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$500,000 PRODUCTS - COM/PO/AGG \$500,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500,000 SIR	N1A3RL0000053-02	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$1 Mil	6907936	07/01/09	07/01/10	EACH OCCURENCE \$500,000 AGGREGATE \$500,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of coverage as respects the operations of the named insured. The City of Oxnard is included as additional insured in connection with the County of Ventura Probation Department having the County's Work Release Crews work within the City of Oxnard.**CERTIFICATE HOLDER**City of Oxnard
Attn: Risk Manager
Reference No. A-7212
300 West Third Street, Suite 302
Oxnard, CA 93030**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE *Richard Sachs*

