



Meeting Date: 1 / 15 / 2013

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: Susan L. Martin, AICP, Planning Manager *SM* Agenda Item No. I-4

Reviewed By: City Manager *mmh* City Attorney *SMF* Finance *JCC* Other \_\_\_\_\_

**DATE:** January 9, 2013

**TO:** City Council

**FROM:** Matthew G. Winegar, AICP, Director *MGW*  
Development Services Department

**SUBJECT:** Second Amendment to Agreement with Kathleen Mallory for Planning Services and Energy Consulting Project Management Services.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute the second amendment to the agreement with Kathleen Mallory, Planning and Entitlement Services, to increase the amount by \$100,000 (for a total of \$350,000) for planning services and energy consulting project management services (Agreement No. 4950-09-DS).

**DISCUSSION**

Agreement No. 4950-09-DS was approved in December 2009 with Kathleen Mallory in the amount of \$250,000, to assist both the Planning Division and the Public Works Department with processing of discretionary development projects, environmental analysis, and project management services for energy efficiency grant programs, studies, and capital improvement projects. The first amendment extended the term of the agreement to December 31, 2012.

Staff is now recommending that a second amendment be approved which will increase the agreement by \$100,000 and extend the term of the agreement for one year to December 31, 2013. Within the scope of services and for the term of the agreement, the primary focus is Ms. Mallory's role will be as the City's Project Manager for the Southern California Edison (SCE), Flight 5.6 (Pepma I and II) energy work and completion of the energy efficiency improvement projects, which are part of the City's plan for the Energy Resource Alternatives Program under the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program, as approved by City Council on June 16, 2009. Additionally, she will handle the permit processing related to the Village (Wagon Wheel) and Casden projects. The extension of time will allow staff to evaluate the feasibility of creating an energy and sustainability coordinator or manager position which would be supported by ongoing energy savings and additional grant programs related to energy savings as well as other sustainability and mobility grant programs.

projects are funded by developer deposits and planning fees.

## **FINANCIAL IMPACT**

The cost of the agreement is increased by \$100,000 for a total of \$350,000. The additional work will be funded by a combination of developer deposits and fees, and energy grant programs.

MGW/sm

Attachment #1 - Second Amendment to Agreement No. 4950-09-DS

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Oxnard, a municipal corporation ("City"), and Kathleen M. Mallory, Planning and Environmental Services ("Consultant"). This Second Amendment amends the Agreement entered into on December 8, 2009, by City and Consultant. The Agreement previously has been amended on December 12, 2011, by a First Amendment.

City and Consultant agree as follows:

1. As of \_\_\_\_\_, 20\_\_\_\_, Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A1, attached hereto and incorporated in full herein by this reference.
2. In Section 12 of the Agreement, the date "December 31, 2012" shall be deleted and replaced with the date "December 31, 2013".
3. Subsection a of section 14 of the Agreement is amended as follows:
  - a. The figure "\$250,000.00" is replaced by the figure "\$350,000.00".
  - b. As of \_\_\_\_\_, 20\_\_\_\_, Exhibit C1, attached hereto and incorporated herein by this reference, is substituted for Exhibit C.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

\_\_\_\_\_  
Tim Flynn, Mayor

Kathleen M. Mallory  
Kathleen M. Mallory, AICP /

ATTEST:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Daniel Martinez, City Clerk

James Cameron  
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Alan Holmberg  
Alan Holmberg, City Attorney

\_\_\_\_\_  
Karen R. Burnham  
Interim City Manager

APPROVED AS TO CONTENT:

A handwritten signature in black ink, appearing to read 'MWinegar', is written over a horizontal line. The signature is stylized and somewhat cursive.

Matthew Winegar  
Development Services Director

## **EXHIBIT A1 Scope of Services**

Consultant, Kathleen Mallory, as the Project Manager, shall assist the City of Oxnard on the following tasks:

### **Planning Services:**

- Processing of discretionary and ministerial development projects, including but not limited to: General Plan Amendments, Local Coastal Program Amendments, Specific Plans and Amendments, Zone Changes, Zone Text and Map Amendments, Special Use Permits, and Coastal Development Permits.
- Analysis and updating of City ordinances.
- Environmental analysis and assignments, including but not limited to: Initial Studies and Mitigated Negative Declarations; and management of consultant's selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's).
- Function as the project manager or staff planner on development projects.
- Prepare Planning Commission, City Council, Development Advisory Committee, and Development Design Review reports.
- Preparation of grants and grant management.
- Project manager for energy related planning studies and analysis.
- Perform other services as assigned and directed by the Planning Manager and/or Development Services Director related to other City activities or departments.

### **Energy Consulting Project Management Services:**

- Project Manager for Southern California Edison (SCE) Flight 5.6 Strategic Planning Grant.
  - Management of the City and Community Energy Action Plan, via the Planning Division;
  - Management of the Utility Management Software system, via the Planning Division; and
  - Related tasks to support these work efforts
- Energy Project Manager to:
  - Determine building energy efficiency;
  - Develop and assist in the implementation of programs to enhance

- City and community energy efficiency;
  - Research concerning incentives available to support City and community energy efficiency;
  - Project management providing research, analysis, and completion of applications for funding opportunities pertaining to City and community energy reduction; and
- Project Manager for the Energy Efficiency Conservation Block Grant (EECBG) project;
  - Waste-to-energy research and project management;
  - Project Manager for Power Purchase Agreement (PPA) for energy contracting associated with installation of photovoltaic equipment on city facilities and properties;
  - Energy efficiency, project management, and coordination for the City's Wastewater Treatment Facility;
  - Preparation of grants and grant management;
  - Project Manager for energy efficiency studies and analysis;
  - Perform other services as assigned and directed by the Planning Manager and/or Development Services Director related to other City activities or departments.

**EXHIBIT C1**  
**Rates**

Consultant, Kathleen Mallory (Project Manager) and associated sub-consultants shall perform professional planning and grant management services for the City of Oxnard Planning Division at the following hourly rates, on an as needed basis:

Project Manager/Principal Planner	\$82.00
Project Manager/Principal Planner – grant funded projects as stipulated in the grant contract	\$105.00 or
Associate Planner	\$78.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (805) 681-0505 Fax: (805) 681-0054 <b>HOLMES &amp; HOLMES INSURANCE AGENCY, INC.</b> 299 N. FAIRVIEW AVE. 2ND FLOOR GOLETA CA 93117	CONTACT NAME: <b>HOLMES &amp; HOLMES INSURANCE AGENCY, INC.</b> PHONE (A/C. No. Ext): <b>(805) 681-0505</b> FAX (A/C. No.): <b>(805) 681-0054</b> E-MAIL ADDRESS: PRODUCER ID: <b>2525</b> CUSTOMER ID:
Agency Lic#: OC17316	INSURER(S) AFFORDING COVERAGE
INSURED <b>MALLORY, KATHLEEN</b> 651 VIA VISTA NEWBURY PARK CA 91320	INSURER A : <b>Sequoia Insurance Company</b>
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 19273 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SBP214320	06/16/12	06/16/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY			SBP214320	06/16/12	06/16/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				OTH ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Oxnard, its City Council, officers, employees, agents and volunteers are named as an additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles hired or borrowed by Consultant. (Additional Insured Endorsement from Carrier supersedes any Acord Certificate.)

<b>CERTIFICATE HOLDER</b>  City of Oxnard Risk Manager Reference No. 4950-09-DS 300 West Third Street, Suite 302 Oxnard, CA 93030  Attention:	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE   Kay A. Holmes
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**ENTERPRISE INSURANCE POLICY**

Effective 06/16/2012

Declaration Number 001

Policy Effective from 06/16/2012 to 06/16/2013 at 12:01 AM Local Time

**Mail To:**

City Of Oxnard  
\*\*\* See Name Addendum \*\*\*  
300 West Third Street, Suite 302  
Oxnard, CA 93030

**Insured:**

Kathleen Mallory  
651 Via Vista  
Thousand Oaks, CA 91320

**Additional Insured Policy Declaration**

You are listed as an Additional Insured under this policy as per the attached.

**Agent:**

Holmes & Holmes Insurance Agency  
299 North Fairview Avenue  
2nd Floor  
Goleta, CA 93117  
(805) 681-0505

**NOTE:** In the event of CANCELLATION of this policy for non-payment of premium, a written notice will be given to the Additional Insured ten (10) days prior to the effective date of cancellation. If this policy is cancelled for any other reason, a written notice will be given to the Additional Insured thirty (30) days prior to the effective date of cancellation.

In the event of NON-RENEWAL of this policy, a written notice will be given to the Additional Insured sixty (60) days prior to the expiration date of the policy.

Any loss is payable to the Named Insured and the Additional Insured, as their interest appears on this policy.

Declaration Number: 001  
Effective Date: 06/16/2012

Policy Number: SBP214320-4  
Kathleen Mallory

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## LIABILITY DECLARATIONS

Coverage	Limit
Liability and Medical Payment Limit - per occurrence	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury - any one person or organization	Included
Damage to Premises Rented to You Limit - any one fire	\$ 300,000
Medical Expense Limit - any one person	\$ 10,000
Bodily Injury and Property Damage Deductible	Not Applicable
Hired Auto & Non-Owned Auto	Included

### Business Liability Classifications

Location: 1 651 Via Vista, Thousand Oaks, CA 91320  
Risk: 1 Consulting Office

Class: Engineering Services  
Code: 5413300  
Exposure: \$ 16,800 Contents Limit

### Business Liability Coverages

Location: 1 651 Via Vista, Thousand Oaks, CA 91320  
Risk: 1 Consulting Office

Form Number and Coverage:  
BP 0003 Business Liability

Location: All Locations  
Risk: All Risks

Form Number and Coverage:  
BP 0404 Hired/Non-Owned Auto

### Referenced Descriptions and Schedules

Exclusion - Designated Professional Services (SEQ 0561)  
Excluded Designated Professional Services:  
Consulting

**ADDITIONAL INSURED NAME ADDENDUM**

**Additional Insured Name:**

**Loan Number:**

City of Oxnard, its City Council, officers, employees, agents and volunteers are named as an additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant Risk Manager Reference No. 4950-09-DS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES  
OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE \***

<p>Name of Person or Organization:</p>
<p>* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.</p>

The following is added to Paragraph C. Who is an Insured in Section II – Liability:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations performed for that insured.