

**CITY OF MOORPARK**

**REQUEST FOR PROPOSALS FOR**

**A COMPREHENSIVE GENERAL PLAN  
UPDATE AND PROGRAM  
ENVIRONMENTAL IMPACT REPORT**

RFP Submittals Due By:

**NOVEMBER 11, 2019**

**AT 4:30 P.M.**



**Welcome to  
MOORPARK**

**City of Moorpark  
Community Development Department  
Attn: Douglas Spondello, Planning Manager  
799 Moorpark Avenue  
Moorpark, California 93021**

## INTRODUCTION

The City of Moorpark (“City” or “Moorpark”) is seeking to partner with a qualified firm (or managed team of consultants) to: 1) develop a public outreach strategy to engage City residents, businesses, public agencies, and other stakeholders in establishing a community strategic vision that will inform the comprehensive update to the City’s General Plan; 2) to prepare a comprehensive update to the City’s General Plan; and 3) to conduct associated environmental analysis, and produce a Program Environmental Impact Report (“EIR”) pursuant to the California Environmental Quality Act (“CEQA”). This Request for Proposals (“RFP”) differs from a Request for Qualifications in that proposals must include a preliminary (but well-defined) scope, schedule, and budget for all proposed tasks, and list all project subconsultants. Teams are encouraged to consider



A sign on Spring Road welcomes you to Moorpark.

incorporating independent experts, academic institutions, artists, designers, non-profits, and experts drawn from the community whose involvement will enhance and inform the General Plan Update. Each task is described in greater detail in the Project Description and Scope of Work.

The City of Moorpark’s General Plan was originally adopted in 1986. Though the Land Use and Circulation Elements were updated significantly in 1992, the General Plan has not been comprehensively updated since its original adoption. A majority of elements comprising the General Plan are more than 20 years old. As a result, the General Plan does not maintain an internally consistent baseline of existing conditions, nor reliable projections for growth and development of the City. This complicates current and future planning efforts by the City. As an example, a total of six amendments to the Land Use Element are currently pending for various development projects. As a result of the need to amend the General Plan for otherwise routine development, projects are not able to be deemed categorically exempt from CEQA. Therefore, each of these projects requires complex environmental review solely due to the lack of consistency with the General Plan. The focus of this project is to respond to changes in the community and in circumstances that will guide the future direction of the City through the comprehensive update to the existing General Plan.

More than 30 years have elapsed since the City of Moorpark last engaged the community in a comprehensive, Citywide visioning exercise and General Plan scoping effort. Comprehensive public

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*Comprehensive public outreach and inclusive engagement of our residents and businesses in the visioning process will be a fundamental component of the General Plan Update.*

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outreach and inclusive engagement of our residents and businesses in the visioning process will be a fundamental component of the Comprehensive General Plan Update. The City desires the General Plan to reflect the vision and desires of all aspects of our community and the consultant must demonstrate an ability to effectively engage all populations in this project.

## BACKGROUND

The City of Moorpark is located in the southeastern part of Ventura County, approximately an hour's drive from Los Angeles to the south and Santa Barbara to the north. The land area within the City's boundaries is approximately 13 square miles. Moorpark is nestled in a flourishing valley with spacious mountain views, a perpetual vacation climate, beautiful residential neighborhoods, cultural arts, shopping, a variety of restaurants, outstanding schools, and an exceptional Moorpark Community College. The City of Moorpark was incorporated in 1983 and is characterized by a unique blend of natural beauty, historical resources, and contemporary living. Moorpark is regularly recognized as the safest city in Ventura County and one of the safest cities in the state and nation. The City is strongly committed to public safety and was the first in California to establish a shared facility for the California Highway Patrol and local Ventura County Sheriff's Department. Moorpark is a family-oriented community with 19 City parks, abundant open space, hiking and equestrian trails, and a golf course. For our residents, Moorpark is the perfect blend of



The Moorpark High School marching band marches down High Street at the annual Moorpark Country Days Parade

Passengers wait for a train at the Moorpark Metrolink Station, located on High Street in Downtown Moorpark.



country and city living. The City of Moorpark's population is

approximately 37,044, and the City continues to grow with approximately 700 new housing units approved for development and an additional 1,600 new housing units proposed and in the review process. This growth is a relatively recent condition, as the City's historical population in 1980 was only 4,030. Moorpark's historic downtown is currently under study for revitalization that may include mixed-use zoning

along the City's commuter rail corridor. Downtown High Street currently includes an Amtrak/Metrolink station and the surrounding half-mile radius is recognized as a High-Quality Transit Area.

Other notable features of the City of Moorpark include the 2005 discovery of a Southern Mammoth (*Mammothus meridionalis*) estimated to be between 750,000 and 1 million years old. The discovery of this early resident is celebrated annually with the Moorpark Mammoth Run, a 5K/10K event. The City has been active in advocating for a healthy population and is designated as a Healthy Eating Active Living (HEAL) City, committed to promoting physical activity and supporting healthier lifestyle choices. Moorpark is also home to



**Bike/pedestrian bridge over the Arroyo Simi**

several unique environmental settings, including vernal pools, wildlife corridors, and a large portion of the 19-mile Arroyo Simi. The City is also home to several threatened and endangered species and plants, including the coastal California gnatcatcher, the riverside fairy shrimp, and Lyon's pentachaeta.

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## **TOPICS OF COMMUNITY INTEREST**

Additional topics of community interest that may need to be addressed in the General Plan update include:

1. The importance of a multi-modal, robust public outreach in the General Plan process to ensure that the project reflects the community vision;
  2. Improve mobility through transportation and transit improvements Citywide;
  3. Revitalization of the Downtown High Street;
  4. Strategies for revitalization or adaptive reuse of vacant and underutilized commercial space, including a mixed-use development program;
  5. Establishing a plan for the City to address emerging technology, including high-speed internet and smart city strategies;
  6. Establishing the framework for the Arroyo Simi Trail;
  7. Facilitate the development of housing options for all income levels;
  8. Ensuring that law enforcement can provide a quick response to calls for service and facilitate crime prevention, neighborhood patrols, investigations, and graffiti abatement; and
  9. Ensuring that parks, public areas, and landscaping are clean and well maintained.
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## PROJECT DESCRIPTION AND SCOPE OF WORK

As described above, the project consists of the following core components:

1. Development and implementation of a well-defined and robust public outreach strategy;
2. Development of a comprehensive General Plan for the City of Moorpark; and
3. Associated environmental review and documentation that provides future streamlining and tiering opportunities.

This project will address the City's desire for consistency in policies across all elements and act as the vision of the City towards a 2040 or 2045 planning horizon. Furthermore, the City intends for the comprehensive General Plan and associated EIR to allow for the tiering of environmental review for subsequent projects involving discretionary actions by the City, pursuant to Sections 15152 and 15168 of CEQA. Streamlining CEQA analysis in this manner will allow for an expedited, consistent and predictable process for the review of the potential impacts associated with new development and major programs, as outlined by Section 21093 of the State Public Resources Code. The City anticipates that the creation and adoption of the General Plan and associated EIR would be accomplished within 18-24 months following approval of the contract, but understands that a longer timeline may be necessary depending on the community input received.

*The City intends for the comprehensive General Plan and associated EIR to allow for the tiering of environmental review for subsequent projects involving discretionary actions by the City*

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### STAGE 1

#### PROJECT FOUNDATION, INITIATION, AND PRELIMINARY COORDINATION (City and Consultant)

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Once the contract is executed, the consultant will attend a kick-off meeting with City staff to accomplish the following:

1. Review and discuss the overall format and organization of the General Plan update and associated work products;
2. Establish the roles and responsibilities of City staff and the consultant team in preparing the General Plan, preparing the EIR, and involvement in public outreach efforts; and
3. Determine a schedule for work products and a method by which comments should be compiled; and determine the planning area and community boundaries.



As part of this task, City staff will lead a tour of the City to highlight specific locations that are experiencing change or are expected to experience change, and other notable locations and issues.



**The High Street Arts Center is an anchor institution along the High Street Corridor.**

Following the kick-off meeting, the consultant will work with City staff to confirm the final overall work program and refined schedule for the project. This will include refining the scope of work, preparing a detailed project schedule, finalizing staff and consultant roles and responsibilities regarding each task, and developing a management structure that will ensure that the project will be completed on schedule and within budget.

The work program shall propose a schedule of Community Workshops, as well as joint Planning Commission and City Council meetings where the community and decision makers will have an opportunity to review and comment on key milestones in the update process, such as the draft General Plan Vision, the Alternatives Concept Report, draft goals, policies, and implementation programs, etc.

The City will hold periodic meetings and check-in calls as needed with consultants to ensure good communication on upcoming tasks and to confirm the project deliverables are on schedule and within budget. The Consultant shall work as an extension of City staff, and shall meet in-person with staff members as needed to gather technical input and track progress of work. It is the consultant's responsibility to ensure that the physical location of the consultant's office does not impede the progress on the project or their ability to effectively coordinate with City staff.

The City will form a Departmental Advisory Committee (DAC) consisting of senior staff from each City department, led by the Community Development Department. The DAC will provide technical input and review of administrative draft documents throughout the General Plan update. The consultant and City staff will facilitate DAC meetings at key phases in the update process, including the Background Report; Issues, Assets, Opportunities, and Vision; Alternatives; General Plan preparation; and Draft EIR.

A Technical Advisory Committee (TAC) will also be formed to provide citizen input on the draft documents throughout the General Plan update. The consultant shall assist City staff with determining those individuals, groups, and stakeholders to be invited to form the TAC. The consultant and City staff will facilitate TAC meetings at key phases in the update process.

**Evaluate Existing General Plan** - The majority of the General Plan elements require significant, comprehensive revision. Along with evaluation of Goals, Policies, and Objectives, the intensity/density of the land use categories, and the categories themselves are also due for a comprehensive update. The consultants and City staff will conduct an evaluation of the existing General Plan strengths and weaknesses and the efficiency and effectiveness of its policies and implementation programs. City staff will detail the experience working with the existing General Plan and prioritize a list of major policy issues.

**Existing Conditions Information Needs** - This task involves the Consultant's review of the existing conditions data produced by City staff and the information collected from City Departments to assess the usefulness of the information to the update effort. The Consultant shall then identify the additional research, data collection, and growth and economic trend analysis tasks necessary to complete the Background Report, General Plan Update, and associated EIR.



**A building façade along High Street contributes to the historic feel.**

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## **STAGE 2**

### **EXISTING CONDITIONS BACKGROUND REPORT (Consultant)**

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**Administrative Draft** - From the information provided by City staff, the Consultant shall produce an Administrative Draft Existing Conditions Background Report that will identify future opportunities and constraints and, where appropriate, lay the groundwork for policy development on the full range of environmental, land use, and public service issues. This report will also act as the Existing Setting section for the General Plan and EIR. The sections of the report will include: land use, population, employment and

housing, circulation and transportation, biological resources, cultural resources, economics, infrastructure, public services, noise, air quality, climate action planning, safety and hazards, geology, hydrology and water quality, and social justice. The report must also evaluate the City's regional context for these topic areas.

**Final Background Report** - The consultant and City Staff will facilitate DAC review of the Administrative Draft Background Report. While DAC members will be encouraged to review the entire Report, they will be principally responsible for reviewing sections of the Report for which they provided data to assure that the information is complete and accurate. Based on DAC comments, the consultant will prepare a Screencheck Draft Background Report for staff to review and provide revisions. Following that review, the consultant will prepare the Final Background Report.

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## **STAGE 3**

### **DEVELOP AND IMPLEMENT AN ONGOING PUBLIC OUTREACH STRATEGY (City and Consultant)**

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Robust and inclusive community engagement is a vital component of all aspects of the General Plan update. The City desires the design of an extensive outreach strategy. Proposals must provide a thoughtful, dynamic, and multi-modal strategy for public outreach that engages our community during each stage of the project. It is also desired that the consultant propose a range of programs to encourage community involvement in the proposal, such as pop-up events



**Members of the City's 2020 Census Complete Count Committee outreach into the community at the City's flagship Arroyo Vista Community Park.**

within the City and the distribution of a community attitudes survey. The consultant must create and maintain a website related to the update as well as establish branding, publicity, and a social media presence related to the project. It is expected that the nature of engagement will evolve as the project advances, generally moving through the following stages:

1. **Visioning Phase** - An extensive community visioning exercise prior to the preparation of the General Plan Update will identify community strengths, priorities for future development, and areas for improvement – thus beginning the process of formulating the vision for the future. In addition, the visioning phase should educate the community regarding the land use planning principles prior to more extensive outreach. The visioning process must be inclusive of all members of the community and the consultant should anticipate the need for



translation services, childcare, multiple venues, and additional strategies to maximize public engagement.

2. Collaboration Phase - After establishing a general baseline for community goals in the Visioning Phase, strategic options for reaching these goals and associated policy priorities should be presented for discussion and collaboration.
3. Decision Making Phase - By this point, the Visioning and Collaboration Phases have identified the priorities necessary for achieving the General Plan vision. These priorities will now inform a framework to help identify and select individual policy options and assemble a draft plan.
4. Monitoring and Evaluation Phase – A strategy for continued community engagement following adoption of the General Plan should be included. Ongoing outreach will provide updates on successful policy implementation and implementation challenges. This Phase can be an opportunity to elicit feedback and help evaluate progress toward community goals, all of which will inform subsequent updates to the City’s General Plan.

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## **STAGE 4**

### **EVALUATE ALTERNATIVES (City and Consultant)**

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The majority of land within the City is developed. Future growth may be accommodated through infill and redevelopment of underutilized land and/or annexations. The alternatives phase of the General Plan update will develop and explore different options for how the City of Moorpark could grow in the future and how the General Plan could address major policy issues. The alternatives process will provide an opportunity to facilitate discussions with community members, stakeholders, and decision-makers about land use alternatives, annexation, and policy options. This will provide the community with an opportunity to discuss different options, decide the best way to achieve the vision, and build consensus for preferred land use strategies. This phase would provide the framework for future growth and development and establish the basis for the updated goals, policies, and implementation programs contained in the general plan which will result in efficient growth while minimizing costs to the City and taxpayers. It is anticipated that this stage will consist of the following tasks:

- Evaluate Land Use Alternative Concepts and Policy Options - The consultant and City staff will develop an existing trends scenario and alternative Land Use concepts. The consultant will prepare at least one land use alternative that focuses future growth and development to the existing undeveloped and/or underutilized areas within the City. In addition to land use concepts, the consultants and City staff will identify policy option topics to address key programmatic issues and opportunities. The consultant and staff will review existing land use designations and develop a set of updated land use

designations on which to base the land use alternative concepts. The land use designations will include allowed uses and standards of population density and building intensity, as well as guidelines for urban form. The designations will be illustrated with graphics and images to show the intended development outcome. The consultants will provide technical analysis to estimate a balanced land supply for the different components of the projected market demand through 2040 or 2045.



Several recent infill developments in Moorpark have consisted of duplexes.

- Evaluate Growth Alternatives and Identify Policy Options - Using the Alternatives Concepts, the consultant and staff will develop population and employment projections based on buildout of each alternative. The consultant will evaluate the land use alternatives in terms of impacts on an identified set of topics, such as existing/programmed public facilities or networks, the natural environment, the economy, Greenhouse Gas emission reduction, and City finances. The consultant will address the fiscal implications of each alternative in five-year increments within the 20-year planning horizon. The consultants and staff will develop policy options to address identified key assets, issues, and opportunities.
- Traffic Model Forecasts - The consultant will perform circulation forecasts for the land use alternatives. The consultant will also perform future year buildout traffic operations analyses for each alternative, review future year Vehicle Miles Traveled (VMT) and Level of Service (LOS) forecast results for reasonableness relative to existing conditions, and identify future deficiencies in the City. As part of this analysis, the Consultant shall analyze the possible application of transportation system management strategies for their potential success in reducing existing traffic congestion and vehicle miles traveled as well as providing recommendations for environmental impact thresholds associated with both the LOS and VMT metrics. The City does not maintain a comprehensive traffic model. A regional traffic model currently being developed by the Ventura County Transportation Commission may provide sufficient context to analyze the City's circulation system but the consultant should be able to provide this analysis, if required.



The City's Los Angeles Avenue corridor and its large share of truck traffic present challenges to traffic circulation across the community.

- Fiscal Impact Analysis - The consultants will perform a fiscal analysis and report based on the land use alternatives. Identifying underutilized commercial and industrial land will be key in this analysis. Through economic and fiscal analyses of existing and projected conditions, the draft General Plan shall optimize the mix, amount, types, and location of land uses.
- Alternatives Report - The consultants will compile the land use alternatives evaluation and policy options and key issues into an Administrative Draft Alternatives Report for review by the DAC. Following the review, the consultant will revise the Alternatives Report to reflect changes directed by staff and produce and publish the Alternatives Report.
- Preferred Alternative - Based on direction from a Planning Commission and City Council Study Session, the consultants and staff will prepare a Preferred Alternative Land Use Diagram and Description, as well as a set of preferred policy options to address identified assets, issues, and opportunities. This work product will inform the initial draft of the General Plan.

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## STAGE 5

### Prepare the Draft Comprehensive General Plan (Consultant)

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The City initially desires preparation of the elements listed below as part of the comprehensive General Plan update. The Consultant will work with Staff to identify an appropriate planning period, likely culminating in 2040 or 2045, and depending upon the horizon years of other regional plans that will inform the City's General Plan. Additional content may be identified during the public outreach process or as required by State law. Typically, each element will identify a specific issue or subject area, provide a thorough context and assessments of the current and planned impacts associated with this topic, and identify specific goals, policies, and programs to implement policy goals



related to that topic during the 20-year planning period. The analysis and components of each element must comply with California Government Code (CGC) Section 65302 and generally conform to the State of California - General Plan Guidelines (2017), published by the Governor's Office of Planning and Research. Multiple elements may be presented within a single, broad topic area within the General Plan (i.e. a Land Use Chapter that includes the Land Use and Housing Elements). Final organization of the General Plan will be directed by City staff with the consultant.

1. **A Land Use Element** prepared pursuant to CGC Section 65302(a) that designates the proposed general distribution and general location and extent of the uses of land for housing, business, industry, open space, including agriculture, natural resources, recreation, and enjoyment of scenic beauty, education, public buildings and grounds, solid and liquid waste disposal facilities, greenways, and other categories of public and private uses of land within the City and its defined Sphere of Influence.



The Lucky Fools Pub is a successful part of the redevelopment of the High Street corridor.

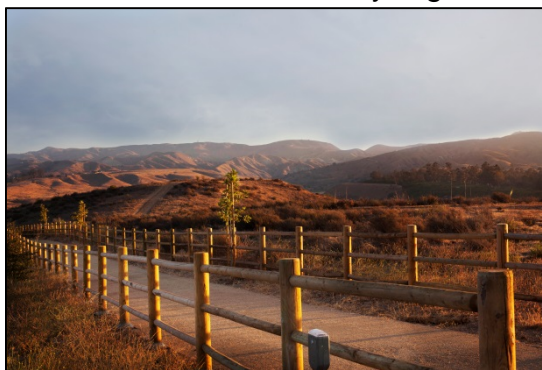
2. **A Circulation Element** prepared pursuant to CGC Section 65302(b) and consisting of the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, all correlated with the land use element of the plan. The Circulation Element must also include plans for a balanced, multi-modal transportation network that meets the needs of all users of streets, roads and highways (including bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors) for safe and convenient travel in a manner that is appropriate within the context of our community.
3. **A Housing Element** prepared pursuant to CGC Section 65302(c) and consisting of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The Housing Element shall identify adequate sites for housing (including rental housing), factory-built housing, mobile homes, and emergency shelters, and shall make adequate provision for the existing and projected needs of all economic segments of the community. The California Department of Housing and Community Development establish deadlines for jurisdictions to complete updates to the Housing Element. For the City of Moorpark, this

tentative deadline is October 15, 2021. As a result, the Housing Element (and associated environmental review) may need to advance ahead of the comprehensive General Plan to be adopted by this deadline and comply with State law.



The City partners with affordable housing developers to construct multi-family projects.

4. **A Conservation Element** prepared pursuant to CGC Section 65302(d) for the conservation, development, and utilization of natural resources including water and its hydraulic force, forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources. The Conservation Element shall consider the effect of development within the jurisdiction, as described in the land use element, on other natural resources located on public lands. That portion of the conservation element, including waters, shall be developed in coordination with any countywide water agency and with all district and City agencies, including flood management, water conservation, or groundwater agencies that have developed, served, controlled, managed, or conserved water of any type for any purpose in the City. Coordination shall include the discussion and evaluation of any water supply and demand information.



The City prides itself as a good steward of its open space resources.

5. **An Open Space Element** (potentially including an agricultural land component) prepared pursuant to CGC Sections 65302(e) and 65560 for the comprehensive and long-range preservation and conservation of open space land within the City. The Open Space Element will include details regarding the preservation of natural resources, the managed production of resources, outdoor recreation, public health and safety, as well as tribal resources, within the context of related state and regional plans.

6. **A Noise Element** prepared pursuant to CGC Section 65302(f), the Noise Element utilizes the most accurate and up-to-date information to model the noise environment, stationary sources of noise, predicted levels of noise, and the impacts of noise on local residents. The Noise Element must include the details necessary to describe the local situation and offer solutions to local noise issues. The analysis must also include the consideration of noise levels from a comprehensive variety of sources, such as: highways and freeways, primary arterials and major local streets, passenger and freight railroad operations and ground rapid transit systems, commercial, general aviation, heliport, and military operations, aircraft overflights, and related functions, local industrial plants, including railroad classification yards.



The Moorpark Police Services Center houses both the Moorpark Station of the Ventura County Sheriff's Office and the California Highway Patrol.

7. **A Safety Element** prepared pursuant to CGC Section 65302(g). The Safety Element is intended to identify all potential short and long-term risk of death, injuries, property damage, as well as economic and social dislocation resulting from fires, floods, droughts, earthquakes, landslides, climate change, and other hazards. Other locally relevant safety issues, such as airport land use, emergency response, hazardous materials spills, and crime reduction may also be included. This element should acknowledge the context of other relevant plans at the regional and state level and align City goals and policies with these efforts, where appropriate. The City is currently included in the Ventura County Multi-Hazard Mitigation Plan (2015). Severe liquefaction issues have also been identified in portions of the City, including Downtown. The City has also taken policy positions on several safety-related issues, including opposition to a 2014 proposal that would have brought a substantial increase in crude oil movement



through the City by rail. The City is also potentially effected by Southern California Edison's new Public Safety Power Shutoff Program that will power off electrical service during high wind events in order to prevent wildfires.

8. **An Environmental Justice Element** *may be required* pursuant to CGC Section 65302(h) if the City is found to include a disadvantage community, as defined by Section 39711 of the Health and Safety Code. There are not currently any disadvantaged communities identified within or adjacent to the City. If required, the Environmental Justice Element would examine environmental hazards and identify strategies to protect communities from poor health. The Environmental Justice Element would also identify goals and policies to ensure that disadvantaged communities have access to government and are able to participate in the public decision-making process. City staff will evaluate the inclusion of this element with the consultant team. Though State law may not require the inclusion of this Element, there may be a desire to incorporate these topics into the General Plan as a focus area, based upon public input.

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### **POTENTIAL GENERAL PLAN FOCUS AREAS IDENTIFIED AS PRIORITIES TO THE CITY OF MOORPARK**

In addition to the mandatory elements outlined above, the following topics should be included as focus areas within the General Plan. These additional topics broaden the scope of the General Plan to address specific issues of community importance. Focus areas may be presented as individual elements of the General Plan or integrated into other elements. Staff will work with the consultant to determine the manner in which this information will be best incorporated into the General Plan.

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**Parks and Recreation** - The Parks and Recreation focus area would include an assessment of the current condition of parks and related facilities, analyze the existing and projected public demand for parks and recreation facilities, establish policies and guidelines for park planning and development, propose future park locations, and identify funding sources for these initiatives. The existing General Plan includes this discussion in a comprehensive Open Space, Conservation, and Recreation (OSCAR) Element. Given the prominence of local parks and recreational programs within the City, a standalone Parks and



Arroyo Vista Community Park is  
the City's flagship park.

Recreation element may be warranted.

**Economic Development** - A focus on economic development recognizes that the achievement of a robust economic base is interrelated to and informed by the associated policies and objectives identified within various elements of the General Plan. This focus ties together the relationships between the City economy and the Land Use, Circulation, and Housing Elements, the goals and policies of which will provide critical foundations for the development of a strong economic base for the community. This includes identification of the contributors that comprise the City's economic base, including retail, commercial, recreation and tourism, and educational institutions. This discussion may be expanded to identify strategies to attract, retain, and expand employment within the City, establish permit streamlining programs and improve the City's facilitation of local and regional economic development, identify transportation, construction and other public works projects necessary to leverage potential economic benefits, and others. The City Council has recently identified economic development as one of six strategic goals for the City and it will likely remain a top priority moving forward.



*A recently renovated industrial building on Princeton Avenue, just south of the 118 Freeway.*

**Public Health** - A focus on public health establishes population-level health policies that seek to improve public health and the supporting natural and built environment. The City of Moorpark is a Healthy Eating Active Living (HEAL) community and provides/sponsors multiple programs aimed at healthy lifestyles. A focus on public health within the General Plan would allow the City to identify and address health inequities, improving health outcomes for everyone in Moorpark.

**Implementation** - A clear focus on implementation demonstrates the City's commitment to the General Plan and all goals and policies included within the General Plan. This includes the specific implementation programs that are included in each of the General Plan's elements, along with a schedule and assignment of responsibility to various City departments. The implementation strategy also identifies potential funding sources for each initiative.

**Relationship Between General Plan Elements:** State law requires that the General Plan discuss interrelated topics across multiple elements of the General Plan. These discussions must be presented in a manner that is internally consistent across the entire document. The table below illustrates the desired relationships between the eight State-mandated General Plan Elements and potential topics addressed in the General Plan. The consultant will be responsible for ensuring that the project maintains internal consistency within the shared context of the Plan and the various topics presented.

Topics, Elements	Land Use	Circulation	Housing	Conservation	Open Space	Noise	Safety	Environmental Justice
Agriculture	IN STATUTE	-	IN STATUTE	RELATED	IN STATUTE	-	RELATED	RELATED
Air Quality	RELATED	RELATED	RELATED	-	RELATED	-	RELATED	IN STATUTE
Airports	RELATED	IN STATUTE	RELATED	-	RELATED	IN STATUTE	RELATED	RELATED
Bicycle and Pedestrian Routes	RELATED	IN STATUTE	RELATED	-	-	-	RELATED	RELATED
Climate Change (Adaptation)	RELATED	RELATED	RELATED	RELATED	RELATED	-	RELATED	RELATED
Climate Change (GHG Emissions)	RELATED	RELATED	RELATED	RELATED	RELATED	-	RELATED	RELATED
Density	IN STATUTE	RELATED	IN STATUTE	-	-	-	RELATED	RELATED
Education	IN STATUTE	RELATED	RELATED	-	-	-	RELATED	RELATED
Social Equity	RELATED	RELATED	RELATED	RELATED	RELATED	RELATED	RELATED	RELATED
Environmental Justice	RELATED	RELATED	IN STATUTE	-	-	-	RELATED	IN STATUTE
Fire	RELATED	-	IN STATUTE	-	IN STATUTE	-	IN STATUTE	RELATED
Fisheries	RELATED	-	-	IN STATUTE	IN STATUTE	RELATED	RELATED	RELATED
Flooding	IN STATUTE	RELATED	IN STATUTE	IN STATUTE	-	-	IN STATUTE	RELATED
Food Access	RELATED	RELATED	RELATED	-	-	-	RELATED	IN STATUTE
Forests/Timber	IN STATUTE	RELATED	-	IN STATUTE	IN STATUTE	-	RELATED	RELATED
Health	RELATED	RELATED	RELATED	RELATED	RELATED	RELATED	RELATED	IN STATUTE
Housing	IN STATUTE	RELATED	IN STATUTE	RELATED	RELATED	RELATED	RELATED	IN STATUTE
Industrial Uses	IN STATUTE	RELATED	RELATED	-	-	IN STATUTE	RELATED	IN STATUTE
Land Reclamation	-	-	-	IN STATUTE	-	-	RELATED	RELATED
Land Use	IN STATUTE	IN STATUTE	IN STATUTE	IN STATUTE	RELATED	IN STATUTE	IN STATUTE	RELATED



Military Compatibility	IN STATUTE	RELATED	RELATED	RELATED	RELATED	RELATED	RELATED	RELATED
Minerals	RELATED	RELATED	-	IN STATUTE	IN STATUTE	-	RELATED	RELATED
Noise Contours	RELATED	IN STATUTE	RELATED	-	-	IN STATUTE	-	RELATED
Public Buildings	IN STATUTE	RELATED	RELATED	RELATED	RELATED	RELATED	IN STATUTE	RELATED
Railways and Yards	RELATED	IN STATUTE	RELATED	-	-	IN STATUTE	RELATED	RELATED
Recreation	IN STATUTE	RELATED	-	RELATED	IN STATUTE	-	RELATED	IN STATUTE
Scenic Resources	IN STATUTE	RELATED	RELATED	RELATED	IN STATUTE	RELATED	-	RELATED
School Siting	IN STATUTE	RELATED	RELATED	-	RELATED	RELATED	IN STATUTE	RELATED
Seismic Hazards	RELATED	RELATED	RELATED	RELATED	IN STATUTE	-	IN STATUTE	RELATED
Soil Conservation	RELATED	RELATED	RELATED	IN STATUTE	IN STATUTE	-	-	RELATED
Soil Instability	RELATED	RELATED	RELATED	-	-	-	IN STATUTE	RELATED
Transportation Routes	RELATED	IN STATUTE	IN STATUTE	RELATED	IN STATUTE	IN STATUTE	IN STATUTE	RELATED
Transportation Terminals	RELATED	IN STATUTE		IN STATUTE	-	RELATED	RELATED	RELATED
Utilities/ Easements	RELATED	IN STATUTE	RELATED	RELATED	IN STATUTE	RELATED	RELATED	RELATED
Waste Facilities	IN STATUTE	RELATED	IN STATUTE	-	-	RELATED	RELATED	RELATED
Water Quality	RELATED	-	-	IN STATUTE	IN STATUTE	-	RELATED	RELATED
Water Supply	RELATED	-	IN STATUTE	IN STATUTE	IN STATUTE	-	IN STATUTE	RELATED
Watersheds	RELATED	-	RELATED	IN STATUTE	IN STATUTE	-	RELATED	-
Waterways/Water Bodies	RELATED	-	RELATED	IN STATUTE	IN STATUTE	RELATED	RELATED	-
Wildlife	RELATED	RELATED	RELATED	IN STATUTE	IN STATUTE	-	-	-

■ Identified in statute ■ Closely related to statutory requirements

## STAGE 6

### PREPARE A PROGRAM ENVIRONMENTAL IMPACT REPORT ASSOCIATED WITH THE GENERAL PLAN (City and Consultant)

The City desires the preparation of an EIR concurrent with the development of the General Plan. The EIR must fully assess environmental impacts associated with implementation of the General Plan pursuant to CEQA. This includes the preparation and distribution of all required technical elements, such as a Notice of Preparation, Scoping Meetings, the Draft EIR and public comment period, preparing responses to comments, Statement of Facts and Findings and potentially a Statement of Overriding Considerations, Final EIR, and Notice of Determination.

It is also desired that the EIR identify major points of intersection between the General Plan and EIR. The CEQA process should be integrated into the planning process and inform development of the General Plan itself. Furthermore, the EIR must facilitate implementation of the General Plan, by streamlining and tiering of subsequent environmental review of projects that are consistent with the General Plan (including land development, capital improvement projects, subdivisions, etc.).



A local boy scout troop plants trees as part of the City's annual Arbor Day events.

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## **STAGE 7**

### **PUBLIC REVIEW OF FINAL DOCUMENTS AND ADOPTION (City and Consultant)**

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The consultant will be required to attend all public meetings and hearings regarding the General Plan and EIR, as directed by City staff. The Community Development Department will conduct a public hearing with the Planning Commission to review the Draft General Plan and Draft EIR. At the hearing, the Planning Commission will consider all public comments and make recommendations to the City Council regarding the Draft General Plan and Draft EIR.

Following conclusion of the Planning Commission public hearing, the City Council will conduct a public hearing to review the Draft General Plan and Draft EIR. At the hearing, the City Council will consider the Planning Commission's recommendation and all public comments. The Council will then direct City staff to incorporate its recommendations and prepare the Final General Plan and Final EIR and return for final approval.

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## **STAGE 8 (OPTIONAL)**

### **UPDATE TO CITY ZONING CODE (Consultant)**

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Following approval of the General Plan and certification of the EIR, the consultant shall prepare amendments to the City Zoning Code necessary to provide consistency between the Land Use and Housing Elements of the General Plan and the City's Zoning Code. This task includes modifications to the zoning of individual properties to align with the General Plan. This task will involve associated environmental review, public outreach, and public hearings required for implementation.

## **ADDITIONAL AND RELATED TASKS TO BE PERFORMED**

The Consultant will be expected to perform all tasks related to the project scope outlined above. These include, but are not limited to: creating and maintaining geographic information system (GIS) data in support of the General Plan and EIR; creating and maintaining maps, exhibits, and associated visuals for inclusion in the General Plan, EIR, and public outreach efforts; the preparation of technical plans and studies related to the General Plan and EIR; preparing mailing labels and notices; distributing notices and updates by mail, online, in local newspapers, and by similar methods; compiling and maintaining stakeholder lists; the administration of all subconsultants performing tasks related to the General Plan and EIR, including technical and practical review of all work products, reports, and presentations; attending

and presenting at various meetings and public hearings; the preparation of staff reports, presentations, notices, ordinances, and resolutions related to the General Plan and EIR; and all other related functions associated with the project.



Fountain Hall at Moorpark Community College

## PROPOSAL CONTENT AND ORGANIZATION

The organization of the proposal should follow the general outline below. Each proposal must include a Technical Proposal (items 1-6 below) and a Cost Proposal (item 7). The Cost Proposal must be provided in a separate, sealed envelope. It is recommended that the elements of each proposal are clearly indicated, where possible. When relevant, responding firms may include additional information beyond that requested below.

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### A. TECHNICAL PROPOSAL

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#### 1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals. Proposal transmittal letter shall also affirmatively state the consultant's ability to comply with the contract provisions as outlined in the City's sample professional services agreement and insurance



requirements (Attachment 2), or indicate which provisions will require amendments during contract negotiations

## 2. Introduction

In this section, the consultant should demonstrate an adequate understanding of the role and relationships of the City and an awareness of issues specific to expectations outlined in the RFP. The Introduction shall include:

- a. A brief description of the consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualifications (as opposed to the qualifications of staff) for performing the subject consulting services; and
- b. A brief description of the firm's experience with similar projects.

## 3. The Technical Approach

The consultant shall detail a technical approach for the project consisting of the following elements:

- a. A thorough explanation of the consultant's proposed course of action relative to the scope of work. References should be made to the RFP requirements and the consultant's plans for meeting those requirements, while including tasks for review of work products by City staff; and
- b. An itemized description of the proposed project schedule and the final work products to be produced.

## 4. Project Management

The consultant must prepare an explanation of the project management system and specific practices to be used to assure that the consultant will remain responsive to the City, that the proposed services will be completed in a timely manner, and that the quality of all work products will meet the City's requirements.

## 5. Consultant Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included, preferably identifying the topic areas of each staffing assignment.

## 6. Consultant Qualifications and References

The proposal must include a list of references for similar clients and similar projects. References should include client contact names, addresses, phone numbers, a description of the type of work performed, approximate dates when the work was completed, and identification of the professional staff that performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be

provided for each subcontractor. Web links to the work products associated with each reference should also be included for review, when available.

Subcontracts must also meet all requirements requested of the selected Consultant and be approved by the City. The proposal must also include a full and complete disclosure of any actual, apparent, or potential conflicts of interest.

#### 7. Project Scope

Preparation of a draft work plan identifying and describing in detail: tasks, meetings, products, City staff commitment needed, key personnel involvement, length of time to complete tasks, and budget.

#### 8. Project Schedule

A project schedule shall indicate the logical breakdown of project tasks and associated completion deadlines. The schedule should also be designed to provide time for staff input. The Consultant should specify all scheduled meetings with staff. The schedule shall indicate all milestones, the critical path necessary for the project, and the anticipated completion timeframe upon notice to proceed. Timeframes should be stated in terms of the number of calendar days required to complete the specified tasks using the City's Notice to Proceed as the start date. Timing for the preparation of the General Plan update and the EIR shall be overlapping.

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## **B. COST PROPOSAL**

### **SUBMIT IN SEPARATED SEALED ENVELOPED**

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The cost proposal shall be submitted in a separately sealed envelope and will not be opened until the consultants' proposals have been ranked based on their qualifications.

The proposer shall prepare a detailed cost proposal for the work to be performed, listed by task. The cost proposal shall identify the hourly billing rates by classification, as well as any other cost factors that the firm would need to price extra work. The same cost proposal detail is required for subconsultants. Furthermore, the cost proposal must identify a total project budget "not-to-exceed" amount for this proposal and identify any conditions that could affect your firm's costs.

## **PROPOSAL EVALUATION CRITERIA**

The City of Moorpark intends to evaluate and rank the technical proposals received by utilizing the criteria below.

CRITERIA	SCORE
Understanding of the project purpose and objective.	20
Familiarity with the project area and the type of issues that may be relevant to the project and environmental review.	10

CRITERIA	SCORE
Approach to be followed and the tasks to be performed, including detailed steps, resources identified, and proposed project schedule.	25
Prior experience of the firm and consultant staff in drafting General Plans, performing community outreach and engagement efforts, complex environmental analysis and reporting, and knowledge of related California State laws.	25
Quality and experience of the firm and consultant staff assigned to the project.	20
<b>TOTAL</b>	<b>100</b>

The proposal submitted by each firm will be ranked using the evaluation method described above. City staff will interview the highest ranked firm(s). The technical ranking may be adjusted subsequent to the completion of these interviews.

The final evaluation and ranking of the proposals will consider the scores from the technical review and interviews, with the final selection being based upon qualification, experience, resources, understanding of the City's requirements, approach, methods and procedures, and schedule. The highest ranked firm will be selected to negotiate an Agreement utilizing the submitted cost proposal as a starting point. Authorization to execute the negotiated agreement shall be subject to the approval of the City Council.

The City is not bound to select any of the firms submitting proposals, may waive any irregularities in proposals and their submittal that may be advantageous to the City, and is not liable for any costs of preparation and submittal of proposals, including any presentations made to the City.

### **SELECTION COMMITTEE**

The RFP Selection Committee will be appointed by the Community Development Director and consist of senior staff representing each City department.

### **GENERAL INFORMATION**

- The City reserves the right to reject any and all submittals.
- The Consultant shall provide the City with any exceptions, additions, or suggestions that will aide in the selection process.
- The proposal and this RFP shall jointly become part of the Agreement for Professional Services for this project when said agreement is fully executed by the Consultant and City.
- Consultant is obligated to provide evidence of insurance liability pursuant to City requirements.
- Consultant shall obtain a City of Moorpark Business Registration prior to commencing any work.



- Subcontractors/Subconsultants (subcontractors): The Proposer may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by the Proposer, Proposer is representing to City that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the proposal, the Proposer shall not award work to any unlisted subcontractor without prior written approval of the City. The proposer shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractor and the City.

The following is the City's tentative schedule for selection of the Consultant:

1.	Issuance of RFP:	September 25, 2019
2.	Deadline for RFP Submittal:	November 11, 2019
3.	City Review of Qualifications:	November 27, 2019
4.	Consultant Interviews (if necessary)	December 2-3, 2019
5.	Award of Agreement & Notice to Proceed:	December 18, 2019

**Five (5) hard copies of each proposal and one electronic copy of all proposal materials provided on a USB flash drive must be received by 4:30 p.m. on November 15, 2019 at:**

City of Moorpark  
Community Development Department  
Attn: Douglas Spondello, Planning Manager  
799 Moorpark Avenue  
Moorpark, CA 93021

**Please clearly mark the envelope as follows:**

**RFP – City of Moorpark General Plan Update Proposal**

**The consultant's cost proposal shall be submitted in a separate sealed envelope from the submittal documents and clearly marked "COST PROPOSAL".**

Attachment 1 - Background and Resource List

Attachment 2 – Sample Professional Services Agreement and Insurance Requirements

## ATTACHMENT 1: Background and Resource List

1. General Plan (Elements): <https://www.moorparkca.gov/212/General-Plan>
2. Bidding opportunities: <http://www.moorparkca.gov/Bids.aspx>
3. Resource List Hyperlinks:
  - a. Quarterly Development Activity Report: <https://www.moorparkca.gov/189/Status-Reports>
  - b. Quarterly Status Report: <http://www.moorparkca.gov/189/Status-Reports>
  - c. Moorpark's Geoviewer (GIS): <http://www.moorparkca.gov/205/GeoViewer--GIS>
  - d. Adopted Budget FY 19/20: <http://www.moorparkca.gov/229/Budget>
  - e. Moorpark Municipal Code: <http://qcode.us/codes/moorpark/>
  - f. General Plan: <http://www.moorparkca.gov/212/General-Plan>
  - g. Zoning Map: <http://www.moorparkca.gov/215/Zoning-Map>
  - h. Downtown Specific Plan: <http://www.moorparkca.gov/190/Specific-Plans>
  - i. Arroyo Simi Trail Study: <http://www.moorparkca.gov/190/Specific-Plans>
  - j. Local Utilities: <http://www.moorparkca.gov/382/Local-Utilities>
  - k. California Pepper Tree Maintenance Plan: <http://www.moorparkca.gov/673/California-Pepper-Trees-Maintenance-Plan>
  - l. Demographics: <http://www.moorparkca.gov/386/Population-Income-Education-Housing>
  - m. Moorpark Mammoth (Prehistoric finding): <http://www.moorparkca.gov/747/Moorpark-Mammoth>
  - n. Ventura County Habitat Connectivity and Wildlife Corridors (Tierra Rejada Critical Wildlife Passage Area): <https://vcrma.org/habitat-connectivity-and-wildlife-movement-corridors>
  - o. Park Locations: <http://www.moorparkca.gov/businessdirectoryii.aspx?bid=242>
  - p. Parks & Rec Master Plan: [Not available on the web](#)
  - q. Landscape Design Standards and Guidelines: <http://www.moorparkca.gov/Search?searchPhrase=landscape>
  - r. Moorpark Commercial Market Analysis: <http://www.moorparkca.gov/234/Economic-Development>
  - s. City Council Adopted Strategic Goals and Objectives: <http://www.moorparkca.gov/DocumentCenter/View/9430/2019-2021-Goals-and-Objectives-July-30-Draft?bidId=>
  - t. Healthy Eating Active Living (HEAL) Resolution: <https://www.moorparkca.gov/DocumentCenter/View/225/Healthy-Eating-Active-Living-Resolution?bidId=>
4. Waste Management GI Industries: <https://www.wm.com/location/california/ventura-county/moorpark/index.jsp>
5. Moorpark Unified School District: <https://www.mrpk.org/>
6. Moorpark Police Department: <http://www.venturasheriff.org/divisions/patrol-services/moorpark/>
7. Ventura County Fire Department: <https://vcfd.org/station-42> and <https://vcfd.org/station-40>
8. Ventura Council of Governments (VCOG): <https://www.venturacog.org/>
9. Ventura Local Agency Formation Commission: <https://www.ventura.lafco.ca.gov/>

## ATTACHMENT 1: Background and Resource List

- a. Guidelines for Orderly Development:  
<http://opengov.slocity.org/WebLink/DocView.aspx?dbid=1&id=23483&page=10&cr=1>
- b. Tierra Rejada Greenbelt Agreement:  
[https://docs.vcrma.org/images/pdf/planning/programs/greenbelts/TierraRejada\\_Nov09\\_Ord\\_County.pdf](https://docs.vcrma.org/images/pdf/planning/programs/greenbelts/TierraRejada_Nov09_Ord_County.pdf)
- 10. Ventura County Waterworks District No. 1: <https://www.vcpublicworks.org/wsd/>
- 11. Moorpark Historical Society: <http://moorparkhistoricalsociety.org/>
- 12. Moorpark Chamber of Commerce: <https://moorparkchamber.com/>
- 13. Amtrak Information: <https://www.amtrak.com/stations/mpk>
- 14. Calleguas Municipal Water District: <http://www.calleguas.com/>
- 15. Southern California Edison – Public Safety Power Shutoff Program:  
<https://www.sce.com/safety/wildfire/psps>
- 16. Southern California Association of Governments (SCAG):
  - a. Community Profile: <https://www.scag.ca.gov/Documents/Moorpark.pdf>
  - b. Regional Transportation Plan (incl'd Sustainable Communities Strategy):  
<http://rtpscs.scag.ca.gov/Pages/About-the-RTP.aspx>
- 17. United States Fish and Wildlife Service – Critical Habitat for Threatened and Endangered Species Map:  
<https://fws.maps.arcgis.com/home/webmap/viewer.html?webmap=9d8de5e265ad4fe09893cf75b8dbfb77>



The City recently took over a preschool program,  
based at its Arroyo Vista Recreation Center.



**ATTACHMENT 2: Sample Professional Services Agreement and Insurance Requirements**

**SAMPLE AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
FOR DEVELOPMENT OF THE COMPREHENSIVE GENERAL PLAN UPDATE AND  
PROGRAM ENVIRONMENTAL IMPACT REPORT**

THIS AGREEMENT, made and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Moorpark, a municipal corporation ("City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for development of a comprehensive update to the City's General Plan and a Program Environmental Impact Report to guide the City's long-range planning efforts through the 2040 planning horizon; 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 \_\_\_\_\_, 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 the necessary services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

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

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit C. Compensation shall not exceed the rates or total contract value of \_\_\_\_\_ dollars (\$\_\_\_\_\_), as stated in Exhibit B, without a written Amendment to the Agreement executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

## ATTACHMENT 2: **Sample Professional Services Agreement and Insurance Requirements**

### 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 \_\_\_\_\_, 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 by Consultant on an IRS W-9 form before payments may be made by City to Consultant.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, based upon actual time spent on the above tasks. This amount shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) 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 and compensation are authorized, in advance, in a written amendment to this Agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

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

## ATTACHMENT 2: **Sample Professional Services Agreement and Insurance Requirements**

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

[This section intentionally left blank.]



## **ATTACHMENT 2: Sample Professional Services Agreement and Insurance Requirements**

### **9. OWNERSHIP OF DOCUMENTS**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

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

### **10. INDEMNIFICATION AND HOLD HARMLESS**

Consultant shall indemnify, defend and hold harmless City, and any and all of its officers, employees, and agents ("City Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, 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

## ATTACHMENT 2: **Sample Professional Services Agreement and Insurance Requirements**

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

## **ATTACHMENT 2: Sample Professional Services Agreement and Insurance Requirements**

Americans with Disabilities Act and Occupational Safety and Health 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 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; or any other basis protected by applicable federal, state, or local law, except as provided in Section 12940 of the Government Code. Consultant shall have responsibility for compliance with this Section.

### **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**

The Contractor covenants and agrees that if Contractor and/or its subcontractors intends to provide service or enter into any contract with any developer(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, during the Term of this Agreement, Contractor shall immediately notify the City, in writing, informing the City of the nature of the contract, prior to commencing with any work or entering into such contract. The City Manager shall determine whether a potential conflict of interest exists, and if his/her determination is that a conflict of interest is applicable, he/she will either deny the Contractor's request to provide service or enter into any contract in violation of this Agreement, or will assign any work related to the conflict to an alternate contractor.



## ATTACHMENT 2: **Sample Professional Services Agreement and Insurance Requirements**

### 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 Ave.  
Moorpark, CA 93021

To:

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

## ATTACHMENT 2: **Sample Professional Services Agreement and Insurance Requirements**

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.

**ATTACHMENT 2: Sample Professional Services Agreement and Insurance Requirements**

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

CONSULTANT

\_\_\_\_\_  
Troy Brown, City Manager

\_\_\_\_\_  
Name, Title

Attest:

\_\_\_\_\_  
Ky Spangler, City Clerk

## **ATTACHMENT 2: Sample Professional Services Agreement and Insurance Requirements**

### **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 \$1,000,000 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, errors 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.



## **ATTACHMENT 2: Sample Professional Services Agreement and Insurance Requirements**

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 but in no event less than \$1,000,000 aggregate.

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 and CG 2037 with edition acceptable to the City. 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.

## **ATTACHMENT 2: Sample Professional Services Agreement and Insurance Requirements**

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

## **ATTACHMENT 2: Sample Professional Services Agreement and Insurance Requirements**

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.

**ATTACHMENT 2: Sample Professional Services Agreement and Insurance Requirements**

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.