



VENTURA PORT DISTRICT BOARD OF PORT COMMISSIONERS

Jim Friedman, Chairman
Everard Ashworth, Vice Chairman
Bruce E. Smith, Commissioner
Gregory Carson, Commissioner
Nikos Valance, Commissioner

Oscar Peña, General Manager
Timothy Gosney, Legal Counsel
Dominic Nunneri, Legal Counsel
Jessica Rauch, Clerk of the Board

PORT COMMISSION WORKSHOP MEETING AGENDA WEDNESDAY, MARCH 9, 2016 AT 12:00PM VENTURA PORT DISTRICT OFFICE 1603 ANCHORS WAY DRIVE, VENTURA, CA

*A **Closed Session** of the Board will be held at approximately **11:00AM** in the Port District Office located at 1603 Anchors Way Drive, Ventura, California to discuss items on the Attachment to Agenda-Closed Session Conference with Legal Counsel and then reconvene thereafter to adjourn the Workshop.*

*The Board will convene in **Open Session** at the Port District Office located at 1603 Anchors Way Drive for its Special Meeting-Workshop at **12:00PM***

ADMINISTRATIVE AGENDA:

CALL TO ORDER: *By Chair Jim Friedman.*

PLEDGE OF ALLEGIANCE: *By Chair Jim Friedman.*

ROLL CALL: *By the Clerk of the Board.*

ADOPTION OF AGENDA (5 minutes)

Consider and approve, by majority vote, minor revisions to agenda items and/or attachments and any item added to, or removed/continued from the Port Commission's agenda. Administrative Reports relating to this agenda and materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the Port District's office located at 1603 Anchors Way Drive, Ventura, CA during business hours as well as on the District's website - www.venturaharbor.com (Port Commission). Each item on the agenda shall be deemed to include action by an appropriate motion, resolution or ordinance to take action on any item.

APPROVAL OF MINUTES

The Minutes of the February 24, 2016 regular meeting will be considered for approval.

PUBLIC COMMUNICATIONS (3 minutes)

The Public Communications period is set aside to allow public testimony on items not on today's agenda. Each person may address the Commission for up to three minutes or at the discretion of the Chair.

CLOSED SESSION REPORT (3 minutes)

Closed Sessions are not open to the public pursuant to the Brown Act. Any reportable actions taken by the Commission during Closed Session will be announced at this time.

BOARD COMMUNICATIONS (5 minutes)

Port Commissioner's may present brief reports on port issues, such as seminars, meetings and literature that would be of interest to the public and/or Commission, as a whole. Port Commissioner's must provide a brief summary and disclose any discussions he or she may have had with any Port District Tenants related to Port District business.

STAFF COMMUNICATIONS (5 minutes)

Ventura Port District Staff will update the Commission on important topics if needed.

CONSENT AGENDA: (5 minutes)

Matters appearing on the Consent Calendar are expected to be non-controversial and will be acted upon by the Board at one time, without discussion, unless a member of the Board or the public requests an opportunity to address any given item. Approval by the Board of Consent Items means that the recommendation is approved along with the terms set forth in the applicable staff reports.

A) Amendment to Professional Services Agreement with RRM Design Group

Recommended Action: Motion.

That the Board of Port Commissioners approve Amendment No. 2 to the Professional Service Agreement, dated October 3, 2014 with RRM Design Group for the ADA Phase 2 Project.

B) Award of Bid to J&T Engineering and Construction for the Village Phase 2 Accessibility Improvements

Recommended Action: Motion.

That the Board of Port Commissioners take the following actions:

- a. Award the Ventura Harbor Village Phase 2 Accessibility Improvements to J&T Engineering and Construction in the amount of \$165,200; and
- b. Accept Rasmussen and Associates proposal of February 12, 2016 to provide construction inspection for the accessibility improvements contract mentioned above for a fee not to exceed \$5,500.

C) Memorandum of Understanding between Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) and the Ventura Port District

Recommended Action: Motion.

That the Board of Port Commissioners authorize the General Manager to sign the Memorandum of Understanding (MOU) between Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) and the Ventura Port District for supplemental dredging.

ACTION ITEM: (3 minutes)

1) Update on Emergency Conditions at 1691 Spinnaker Drive

Recommended Action: 4/5ths vote.

That the Board of Port Commissioners determine by a four-fifths vote that there is a need to continue the emergency action adopted by the Board on January 13, 2016 to award a contract to Letner Roofing Company to replace the tile roof system on 1691 Spinnaker Drive without giving notice for bids to let a contract.

WORKSHOP ITEM: (45 minutes)

1) Review of Draft RFP to Lease Ventura Port District Property for Development

Recommended Action: Informational.

That the Board of Port Commissioners provide direction to staff regarding the Draft Request for Proposals to Lease Ventura Port District Property for Development.

REQUEST FOR FUTURE AGENDA ITEMS

ADJOURNMENT

*This agenda was posted on Friday, March 4, 2016 at 5:00 p.m., at the
Port District Office and on the Internet - www.venturaharbor.com (Public Notices).*

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*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this
meeting, please contact the Ventura Port District at (805) 642-8538. Notification 48 hours before the meeting
will enable the District to make reasonable arrangements to ensure accessibility.
(28 CFR 35.102.35.104 ADA Title II)*

**ATTACHMENT TO PORT COMMISSION AGENDA
CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL**

WEDNESDAY, MARCH 9, 2016

1. Conference with Real Property Negotiators - Per Government Code Section 54956.8:

a) Property:	Parcels 3A1 & 3A2
Negotiating Parties:	Oscar Peña, Brian Pendleton, Timothy Gosney
Under Negotiation:	Ventura Harbor Boatyard Real Estate

b) Property:	1691 Spinnaker Drive #104, 105A, 105B
Negotiating Parties:	Oscar Peña, Brian Pendleton, Timothy Gosney
Under Negotiation:	Island Packers New Lease

2. Conference with Legal Counsel - Potential Litigation per Government Code Section 54956.9(d)(2): One case.

MARCH 9, 2016

BOARD OF PORT COMMISSIONERS

APPROVAL OF THE FEBRUARY 24, 2016 MINUTES



Minutes of Regular Meeting of the Ventura Port District Board of Port Commissioners Held February 24, 2016

The Regular Meeting of the Ventura Board of Port Commissioners was called to order by Chairman Jim Friedman at 7:13PM at the Ventura Port District Office located 1603 Anchors Way Drive, Ventura, CA 93001.

Commissioners Present:

Jim Friedman, Chair
Everard Ashworth, Vice Chair
Gregory L. Carson
Bruce E. Smith
Nikos Valance

Commissioners Absent:

None

Port District Staff:

Oscar Peña, General Manager
Brian Pendleton, Business Operations Manager
Jennifer Talt-Lundin, Marketing Manager
John Higgins, Harbormaster
Joe Gonzalez, Facilities Manager
Frank Locklear, Marina Manager
Richard Parsons, Consultant
Jessica Rauch, Clerk of the Board

Legal Counsel:

Timothy Gosney

AGENDA

CALL TO ORDER: By Chairman Jim Friedman at 7:13PM.

PLEDGE OF ALLEGIANCE: By Commissioner Carson.

ROLL CALL: All Commissioners were present.

ADOPTION OF AGENDA

ACTON: Commissioner Valance moved, seconded by Commissioner Carson and carried by a vote of 5-0 to adopt the February 24, 2016 agenda.

APPROVAL OF MINUTES

The Minutes of February 10, 2016 workshop meeting were considered as follows:

ACTION: Commissioner Smith moved, seconded by Commissioner Carson and carried by a vote of 5-0 to approve the minutes of the February 10, 2016 workshop meeting with the following revision:

- Commented that staff engagement with tenants, the webpage, and print ads have vastly improved over the years.
- Page 20 of the staff report talks about personnel expenses going down 4%. It hasn't gone down; it has actually increased by 6.5% per

year over the last 5 years. Make sure to double check information in public reports.

- **For clarification, we Commissioner Smith and Valance did not give direction; staff asked us for our input.**

PUBLIC COMMUNICATIONS: Andrew Cristofono commented that this is his first time attending a Port Commission meeting and is interested in learning more information about the Harbor. Neil Neilson commented that it was also his first time attending a Port Commission meeting and is interested in learning more information about the Harbor. He also mentioned having agenda's available physically and on the website; which staff responded that agendas are always available here at the office and on the website. Sam Sadove commented that there is becoming a problem with derelict boats and instead of crushing them, which is expensive, he suggested sinking them to create artificial reefs. Paul Amaral from Channel Watch Marine thanked the Harbormaster and Harbor Patrol for the way they handled the harbor entrance closure. Michael Wagner expressed his concern over a possible rumor that the marketing budget is going to be moved to the City's Visitors Bureau. He also disclosed that he got Commissioner Valance answers to two questions, what the marketing manager's salaries are what the admin budget percentage of total advertising is. Mr. Wagner suggested the Commission needs to have a discussion on where they stand on the Marketing budget. Commissioner Valance clarified that there was a misunderstanding of his question and he only wanted to know where Mike got the idea that the Commission was going to decrease the budget because that was not the purpose of the workshop. Councilmember Cheryl Heitmann reminded everyone about the City's 150th Anniversary and all the events that will be taking place.

CLOSED SESSION REPORT: Mr. Gosney stated that the Board met in closed session; discussed and reviewed all items on the closed session agenda. Staff was given instructions as to how to proceed as appropriate and there was no action taken that is reportable under The Brown Act.

BOARD COMMUNICATIONS: Commissioner Carson echoed what many have been saying about Harbormaster, John Higgins work on the channel entrance conditions and thanked him for all he has done.

DEPARTMENTAL STAFF REPORTS: Harbormaster, John Higgins, reported that the harbor entrance is now open, but there is still a safety zone in place due to the dredge. Consultant, Richard Parsons reported that 340,000 cubic yards out of a total of 880,000 cubic yards have been dredged. For the 2017 fiscal year, the government has approved \$4.3M for the Ventura Harbor dredging, which is still not enough. The California Coastal Commission approved the dock modifications and the emergency re-roofing of 1691 has started. Business Operations Manager, Brian Pendleton reported on the economic issues to harbor business due to the entrance closure.

GENERAL MANAGER REPORT: Mr. Peña updated the Commission on the Island Packers new lease negotiations.

LEGAL COUNSEL REPORT: None.

CONSENT AGENDA:

A) Amendment to Professional Services Agreement with RRM Design Group

Recommended Action: Motion.

That the Board of Port Commissioners approve Amendment No. 1 to the Professional Service Agreement, dated February 12, 2014 with RRM Design Group.

ACTION: Commissioner Valance moved, seconded by Commissioner Carson and carried by a vote of 5-0 to approve Amendment No. 1 to the Professional Service Agreement, dated February 12, 2014 with RRM Design Group.

B) Approval of Professional Services Agreement with ALC Construction, LLC

Recommended Action: Motion.

That the Board of Port Commissioners approve the Professional Services Agreement with ALC Construction, LLC in the amount of \$11,500.00 to provide architectural design consultant services for restroom accessibility improvements at Harbor Village.

ACTION: Commissioner Valance moved, seconded by Commissioner Carson and carried by a vote of 5-0 to approve the Professional Services Agreement with ALC Construction, LLC in the amount of \$11,500.00 to provide architectural design consultant services for restroom accessibility improvements at Harbor Village.

C) Approval of Out of Town Travel Request

Recommended Action: Motion.

That the Board of Port Commissioners approve the Out of Town Travel Request for Marketing Manager, Jennifer Talt-Lundin.

ACTION: Commissioner Valance moved, seconded by Commissioner Carson and carried by a vote of 5-0 to approve the Out of Town Travel Request for Marketing Manager, Jennifer Talt-Lundin.

STANDARD AGENDA:

1) Presentation on Pacific Coast Sports Center

Recommended Action: Informational.

That the Board of Port Commissioners receive a presentation from Gary Young, on his proposed Pacific Coast Sports Center.

ACTION: The Board of Port Commissioners received a presentation from Gary Young on his proposed Pacific Coast Sports Center.

Public Comment: John Higgins commented that this facility concept is being used in the Orange County area and they are used very creatively. This would definitely complement the area and be a great help to Ventura Harbor.

2) Approval of Financial Statements and Checks for the month of December 2015

Recommended Action: Resolution No. 3297.

That the Board of Port Commissioners adopt Resolution No. 3297 accepting and approving the Financial Statements, Payroll and Regular Checks for expenses in December 2015.

ACTION: Commissioner Valance moved, seconded by Commissioner Smith and carried by a vote of 5-0 to adopt Resolution No. 3297 accepting and approving the Financial Statements, Payroll and Regular Checks for expenses in December 2015.

3) Update on Emergency Conditions at 1691 Spinnaker Drive

Recommended Action: 4/5ths vote.

That the Board of Port Commissioners determine by a four-fifths vote that there is a need to continue the emergency action adopted by the Board on January 13, 2016 to award a contract to Letner Roofing Company to replace the tile roof system on 1691 Spinnaker Drive without giving notice for bids to let a contract.

ACTION: Commissioner Carson moved, seconded by Commissioner Valance and carried by a vote of 5-0 to determine by a four-fifths vote that there is a need to continue the emergency action adopted by the Board on January 13, 2016 to award a contract to Letner Roofing Company to replace the tile roof system on 1691 Spinnaker Drive without giving notice for bids to let a contract.

4) Extension of Option with Sondermann-Ring Partners

Recommended Action: Motion.

That the Board of Port Commissioners authorize the General Manager to execute the attached Eleventh Amendment to Option Agreement between Ventura Port District ("the Port") and Sondermann-Ring Partners ("SRP").

ACTION: Commissioner Carson moved, seconded by Commissioner Smith and carried by a vote of 5-0 to authorize the General Manager to execute the attached Eleventh Amendment to Option Agreement between Ventura Port District and Sondermann-Ring Partners.

Public Comment: Councilmember Cheryl Heitmann said that the City is very supportive of this project and is trying to move it along as fast as possible.

5) Approval of Notice of Proposed Ordinance for the Del Mar Seafoods, Inc. New Lease

Recommended Action: Resolution No. 3298.

That the Board of Port Commissioners adopt Resolution No. 3298 authorizing the Ventura Port District to publish a Notice of Proposed Ordinance for the Del Mar Fish Company new Lease in a newspaper of general circulation.

ACTION: Commissioner Carson moved, seconded by Commissioner Smith and carried by a vote of 5-0 to adopt Resolution No. 3298 authorizing the Ventura Port District to publish a Notice of Proposed Ordinance for the Del Mar Fish Company new Lease in a newspaper of general circulation.

6) Approval of Contract with Manson Construction Co. for Dredging of the Stub Channel

Recommended Action: Resolution No. 3299.

That the Board of Port Commissioners adopt Resolution No. 3299, authorize the General Manager to enter into an Agreement with Manson Construction Co. for the dredging of the Stub Channel pursuant to Section 20751.2 of the Public Contract Code and making findings related thereto.

ACTION: Commissioner Ashworth moved, seconded by Commissioner Carson and carried by a vote of 5-0 to adopt Resolution No. 3299, authorize the General

Manager to enter into an Agreement with Manson Construction Co. for the dredging of the Stub Channel pursuant to Section 20751.2 of the Public Contract Code and making findings related thereto.

REQUEST FOR FUTURE AGENDA ITEMS: None.

ADJOURNMENT: The meeting was adjourned at 8:46PM.

Secretary

MARCH 9, 2016

BOARD OF PORT COMMISSIONERS

CONSENT AGENDA ITEM A

**AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT WITH RRM DESIGN GROUP**

VENTURA PORT DISTRICT

Board Communication

CONSENT AGENDA ITEM A

Meeting Date: March 9, 2016

TO: Board of Port Commissioners
FROM: Oscar Peña, General Manager
SUBJECT: Amendment to the Professional Service Agreement with RRM Design Group

RECOMMENDATION:

That the Board of Port Commissioners approve Amendment No. 2 (Attachment 1) to the Professional Service Agreement, dated October 3, 2014 with RRM Design Group in the amount of \$16,924 for the Phase 2 ADA construction documents.

SUMMARY:

On October 3, 2014, the Ventura Port District entered into a Professional Services Agreement with RRM Design Group (Attachment 2) to provide conceptual ADA improvement plans throughout Ventura Harbor Village. That effort eventually evolved into the preparation of the construction documents for the Harbor Village Phase 2 ADA Improvement Project that now requires the following modifications to RRM's agreement with the District.

The proposed amendments include:

- A. **TERM OF AGREEMENT.** The term of this Agreement shall commence on October 3, 2014, and shall terminate on or before June 30, 2017.
- B. Task X.04 – Accessibility Improvement Reference Plan, Task X.05 – Opinion of Probable Cost, and Task X.06 – Phase 2 Construction Support shall be added to the Scope of Work as set forth in “Exhibit A to Amendment No. 2.”
- C. The Agreement requires an additional \$16,924 for Fee for Compensation, bringing the Agreement total to \$92,728.40 from \$75,804.40 as set forth in “Exhibit A to Amendment No. 2.”

BACKGROUND:

With the retention of RRM Design Group in October 2014, the Port District embarked on a conceptual design process intended to identify the physical modifications required to be implemented within the Ventura Harbor Village common area in order to achieve compliance with the Americans with Disabilities Act (ADA). Given the scope of the modifications required, it was necessary for RRM, in consultation with the Port District, to prioritize the work areas and develop a phasing strategy for the necessary upgrades.

Upon the completion of that effort in early 2015, RRM was asked to submit a proposal to prepare the construction documents for what is now characterized as the Phase 2 Harbor Village Accessibility Improvements. Their proposal, which was accepted by the Port Commission on April 22, 2015, called for a fee increase of \$47,390, bringing the contract total to \$75,804.40. (Attachment 3)

More recently, in order to finalize the bid package and to provide support services during the construction period RRM has requested additional compensation as follows:

Accessibility Improvement Plan	\$6,624
Opinion of Probable Cost	\$3,500
Construction Support	<u>\$6,800</u>
	\$16,924

These additional services are in order and should be authorized.

ATTACHMENTS:

Attachment 1 – RRM Design Group PSA Amendment No. 2

Attachment 2 – RRM Design Group PSA, dated October 3, 2014

Attachment 3 – RRM Design Group PSA Amendment No. 1, dated April 23, 2015

ATTACHMENT 1

VENTURA PORT DISTRICT

AMENDMENT NO. 2

**TO STANDARD FORM CONTRACT FOR
PROFESSIONAL SERVICES AGREEMENT
(Under \$25,000)**

WITH

RRM DESIGN GROUP

This AMENDMENT NO. 2 amends that certain agreement (the "Agreement") entered into on the third (3rd) day of October 2014, by and between the VENTURA PORT DISTRICT, an independent special district, hereinafter referred to as "DISTRICT" and RRM DESIGN GROUP, hereinafter referred to as "CONSULTANT."

RECITALS

1. The parties now desire to lengthen the term of the Agreement, revise the Scope of Work, and revise the Fee for Compensation.

NOW, THEREFORE, the parties agree as follows:

- A. Paragraph 3, TERM OF AGREEMENT shall be deleted in its entirety and the following inserted in its place:
 - 3. TERM OF AGREEMENT.** The term of this Agreement shall commence on October 3, 2014, and shall terminate on or before June 30, 2017.
- B. Task X.04 – Accessibility Improvement Reference Plan, Task X.05 – Opinion of Probable Cost, and Task X.06 – Phase 2 Construction Support shall be added to the Scope of Work as set forth in "Exhibit A."
- C. The Agreement requires an additional \$16,924 for Fee for Compensation, bringing the Agreement total to \$75,804.40 from \$92,728.40 as set forth in "Exhibit A."
- D. Except for the amendments set forth above in this Amendment No. 2, and set forth in "Exhibit A," the Agreement shall otherwise remain unchanged.

VENTURA PORT DISTRICT

RRM DESIGN GROUP

By: _____
Oscar F. Peña, General Manager

By: _____
Lief McKay, ASLA, LEED, AP, Principal

Date: _____

Date: _____

AMENDMENT NO. 2**EXHIBIT "A"****REVISED SCOPE OF WORK
WITH RATES AND TERMS****TASK AND FEE SUMMARY**

TASK	DESCRIPTION	FIXED FEE (see fee footnote)	REVISIONS
TASK L	ADA CONSTRUCTION PLANS		
L.01	Develop Conceptual Construction Plans	\$27,656.25	
	Estimated Reimbursable Expenses	\$758.15	
	Task L Subtotal:	\$28,414.40	
TASK X	ADA ACCESS IMPROVEMENTS		
X.01	ADA Access Improvement Plans	\$34,500	
X.02	Project Coordination and Team Meetings	\$7,320	
X.03	ADA Accessibility Compliance Review	\$3,570	
	Estimated Reimbursable Expenses	\$2,000	
X.04	<u>Accessibility Improvement Reference Plan</u>	<u>\$6,624</u>	+\$16,924
X.05	<u>Opinion of Probable Cost – Phase 2</u>	<u>\$3,500</u>	
X.06	<u>Phase 2 Construction Support</u>	<u>\$6,800</u>	
	Task X Subtotal:	<u>\$47,390</u> <u>\$64,314</u>	
SUMMARY OF FEES:		<u>\$75,804.40</u> <u>\$92,728.40</u>	
ESTIMATED PROJECT TOTAL:		<u>\$75,804.40</u> <u>\$92,728.40</u>	

TASK X – ADA ACCESS IMPROVEMENTS

The Port District is in the midst of a program to improve accessibility throughout Ventura Harbor Village. This Phase 2 of the program will include the pedestrian walkways and courtyards within much of the Village.

Task X.04 – Accessibility Improvement Reference Plan

RRM will develop a master exhibit that graphically identifies the required ADA improvements for the blue colored areas shown on the Accessibility Plan prepared by RRM. This exhibit will reference the Accessibility Survey Report prepared by Disability Access Consultants in addition to RRM's fieldwork findings. To create this exhibit, RRM will review the report and graphically map out each noncompliant area with a keynote symbol. The exhibit may also include typical construction details and information on how to bring these areas into compliance. This task will also include one (1) site visit.

Deliverables:

- *Accessability Improvement Reference Plan*
- *One (1) site visit*

Fixed Fee:

- *\$6,624 (see footnote A)*

Task X.05 – Opinion of Probable Cost – Phase 2

RRM will work with the cost consultant to create an opinion of probable cost for the improvements scheduled as part of the Phase 2 submittal. Phase 2 comprises of the ADA access improvement construction documents prepared under Task X.01, currently under contract. The probable opinion of cost will include a line item breakdown of construction activities with unit costs.

Deliverables:

- *Opinion of probable cost submitted at Draft and Final*

Fixed Fee:

- *\$3,500 (see footnote A)*

Task X.06 – Phase 2 Construction Support

RRM will assist the District in the bidding and construction stage of Phase 2 accessibility improvements. RRM will review and respond to Requests for Information (RFI), Change Orders (CO), submittals, and contractor-supplied shop drawings. Under this task, RRM will also prepare and issue Supplemental Instructions as necessary to clarify technical details; prepare preliminary and final punch lists. As part of this task, RRM's planning and landscape architecture group will conduct two (2) site visits to observe the contractor's progress and provide any punch list items that arise.

Deliverables:

- *RFI, CO, submittal reviews, shop drawings responses, supplemental instructions and general record keeping documents.*
- *Up to (2) two site visits to observe construction process*

Estimated Fee:

- *Time and Materials – Hourly; \$6,800 (see footnote B)*

Fee Footnotes:

- A. Fixed fee tasks will be billed as the work progresses until the task is completed, and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

AMENDMENT NO. 2

Exhibit "B"
Proof of Insurance Requirements

VENTURA PORT DISTRICT PROFESSIONAL SERVICES AGREEMENT
WITH
RRM DESIGN GROUP

The Consultant shall procure and maintain for the duration of the term of the Agreement limits against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the work covered by the Agreement by the Consultant, her/its employees, agents, representatives, sub-consultants or subcontractors. Evidence of adequate insurance coverage in the form of a Certificate of Insurance naming the Ventura Port District as additional insured on the policy(ies) of insurance which shall not be canceled without first giving the District ten (10) days' written notice. The actual policy(ies) shall have the following minimum limits of insurance:

<u>COVERAGE PER OCCURRENCE</u>	<u>COMBINED ISO FORM</u>	<u>SINGLE LIMIT</u> (Not less than)
Commercial General Liability	GL 00 02 01 73REV	\$1,000,000
Broad Form General Liability	GL 04 04 05 81	\$1,000,000
Business Auto	CA 00 01 01 87	\$1,000,000
Workers' Compensation		Statutory
Employers' Liability		\$1,000,000
Professional Liability/Errors and Omissions		\$1,000,000

Consultant shall provide certificates of insurance naming as additional insured the Ventura Port District ("District"), its officers, officials, employees and representatives.

VENTURA PORT DISTRICT
STANDARD FORM CONTRACT FOR
PROFESSIONAL SERVICES AGREEMENT

With

RRM DESIGN GROUP

THIS AGREEMENT, entered into this 3rd day of October, 2014, by and between the VENTURA PORT DISTRICT, an independent special district, hereinafter referred to as "DISTRICT" and RRM DESIGN GROUP, hereinafter referred to as "CONSULTANT."

DISTRICT AND CONSULTANT AGREE AS FOLLOWS:

1. **CONSULTANT'S SERVICES.** CONSULTANT agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A."
2. **PAYMENT FOR SERVICES.** DISTRICT shall pay CONSULTANT for the services performed by CONSULTANT pursuant to the terms of this Agreement the compensation set forth in Exhibit "B", "STANDARD RATES & TERMS" and at the time and manner set forth in Exhibit "B."
3. **TERM OF AGREEMENT.** The term of this Agreement shall commence October 3, 2014, and shall terminate on or before October 3, 2015.
4. **TIME FOR PERFORMANCE.** CONSULTANT shall not perform any work under this Agreement until CONSULTANT furnishes proof of insurance as required under paragraph 9 of this Agreement
5. **STATUS OF CONSULTANT.** The DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other persons or entities while under contract with DISTRICT. CONSULTANT is not an agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees.
6. **DESIGNATED REPRESENTATIVES:**
 - a) RRM DESIGN GROUP shall be the designated CONSULTANT Representative and shall be responsible for job performance, negotiations, contractual matters, and coordination with the DISTRICT Representative. CONSULTANT'S professional services shall be actually performed by, or shall be immediately supervised by, the CONSULTANT Representative.
 - b) Oscar F. Peña shall be the designated DISTRICT Representative.
7. **ASSIGNMENT.** This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without prior written approval of DISTRICT shall be prohibited and shall be null and void.

8. **RECORDS AND INSPECTIONS.** The CONSULTANT shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The DISTRICT shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.
9. **INSURANCE.** CONSULTANT shall procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements (including , but not limited to the Proof of Insurance requirements) set forth in the attached Exhibit "C" and incorporated into this Agreement.
10. **HOLD HARMLESS.** CONSULTANT shall save harmless and indemnify, and, at the DISTRICT'S request, defend the DISTRICT, its officers, officials, employees, agents, representatives, and volunteers from and against any and all claims, demands, actions, damages, expenses, suits, accidents, injuries, liability, or proceedings of any character whatever (including without limitation, reimbursement of reasonable attorney's fees), brought for or on account of, or to the extent resulting from or arising out of or in connection with, any negligent act, error or omission, negligence, wrongful conduct, or other negligent action by CONSULTANT or any of CONSULTANT'S officers, agents, employees, representatives, subconsultants, or subcontractors in connection with or in the performance of this Agreement.
11. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.
12. **TERMINATION.** At any time, with or without cause, the DISTRICT or CONSULTANT shall have the right to terminate this Agreement by giving written notice pursuant to Paragraph 19 of this Agreement. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice as provided in Paragraph 19 of this Agreement.
13. **EFFECT OF TERMINATION.** Upon termination as stated in Paragraph 12 of this Agreement, DISTRICT shall be required to compensate CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law.
14. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT.** DISTRICT shall be the owner of any and all computations, plans, correspondence and/or other pertinent data and information gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to possession of the same upon reasonable notice and upon completion of the work under this Agreement, or upon reasonable notice at any earlier or later time when the same may be requested by DISTRICT.
15. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT shall provide DISTRICT with a complete Request for Taxpayer Identification Number and Certification, Form V-9 (Rev. 12-87), as issued by the Internal Revenue Service.
16. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the DISTRICT. In the event the DISTRICT has not

appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement shall cover only those payments for services incurred up to the conclusion of the current fiscal

17. **MODIFICATION OF AGREEMENT.** The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of DISTRICT and CONSULTANT.
18. **USE OF TERM "DISTRICT".** Reference to "DISTRICT" in this Agreement includes General Manager or any authorized representative acting on behalf of DISTRICT.
19. **NOTICES.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

TO DISTRICT: **Ventura Port District**
 Attention: General Manager
 1603 Anchors Way Drive
 Ventura, CA 93001-4229

CONSULTANT: **RRM Design Group**
 Attention: Jeff Ferber
 3765 South Higuera Street, Suite 102
 San Luis Obispo, CA 93401

and, when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

20. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
21. **WAIVER.** A waiver by the DISTRICT of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
22. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.
23. **INTEGRATED AGREEMENT.** This Agreement represents the entire Agreement between the DISTRICT and the CONSULTANT and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

24. **CUMULATIVE REMEDIES.** All right and remedies of either party hereto are cumulative of each other and of every other right or remedy such party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent of subsequent exercise of other rights or remedies.
25. **SEVERABILITY.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.
26. **CONFLICT.** Consultant hereby certifies that it has no business or contractual relationship with any current member of the DISTRICT'S Board of Port Commissioners:
Gregory Carson, Chairman
Jim Friedman, Vice Chairman
Everard Ashworth, Secretary
Robert Bravo, Commissioner
Bruce E. Smith, Commissioner

VENTURA PORT DISTRICT

By: _____

Oscar F. Peña, General Manager

RRM DESIGN GROUP

By: _____

Jeff Ferber, Principal

EXHIBIT "A"

SCOPE OF WORK

The DISTRICT proposes to:

Provide ADA accessible improvements in various locations within the Port District property.

CONSULTANT agrees to perform the following scope of work:

Provide conceptual plans in various parts of the common area at Harbor Village to provide sufficient detail for design evaluation and construction plans. The areas for priority improvements are not known at this time, however, the Consultant will work with the District staff to establish priorities to consider potential changes to the hardscape at Harbor Village

ADA Construction Plans

CONSULTANT will prepare construction plans to address access issues for the various areas at Harbor Village, at a suitable scale, that clearly shows the path of travel with finish grade elevations of "issue areas" that will provide the basis for construction bids and direction.

Exhibit "B"**Bill Rate Ranges***Subject to change effective March 1st each year*

Administrative Assistant	\$ 35 - \$ 75
Architect	\$ 100 - \$ 150
Assistant Manager of Architecture	\$ 120 - \$ 150
Chief Executive Officer	\$ 170 - \$ 220
Construction Inspector	\$ 105 - \$ 140
Design Director	\$ 105 - \$ 150
Designer	\$ 60 - \$ 100
Engineer I	\$ 75 - \$ 100
Engineer II	\$ 90 - \$ 115
Engineer III	\$ 100 - \$ 145
Intern	\$ 35 - \$ 60
Job Captain	\$ 70 - \$ 145
Landscape Architect	\$ 90 - \$ 140
Manager of Architecture	\$ 150 - \$ 195
Manager of Engineering Services	\$ 140 - \$ 185
Manager of Planning	\$ 120 - \$ 175
Office Coordinator	\$ 35 - \$ 75
Party Chief	\$ 100 - \$ 130
Planning & Landscape Architecture Assistant	\$ 60 - \$ 90
Planning & Landscape Architecture Associate	\$ 75 - \$ 110
Principal	\$ 140 - \$ 250
Principal Landscape Architect	\$ 110 - \$ 175
Principal Planner	\$ 100 - \$ 185
Project Manager	\$ 90 - \$ 175
Senior Civil Designer	\$ 110 - \$ 145
Senior Designer	\$ 115 - \$ 170
Senior Landscape Architect	\$ 105 - \$ 145
Senior Planner	\$ 100 - \$ 140
Supervisor of Surveying	\$ 120 - \$ 160
Survey Technician II	\$ 70 - \$ 100

Survey Crew Rates**REGULAR**

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 235
Three person	\$ 235 - \$ 335

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 300
Three person	\$ 325 - \$ 425

Exhibit "C"
Proof of Insurance Requirements

VENTURA PORT DISTRICT PROFESSIONAL SERVICES AGREEMENT

With

The Consultant shall procure and maintain for the duration of the term of the Agreement limits against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the work covered by the Agreement by the Consultant, her/his employees, agents, representatives, sub-consultants or subcontractors. Evidence of adequate insurance coverage in the form of a Certificate of Insurance naming the Ventura Port District as additional insured on the policy(ies) of insurance which shall not be canceled without first giving the District ten (10) days' written notice. The actual policy(ies) shall have the following minimum limits of insurance:

<u>COVERAGE PER OCCURRENCE</u>	<u>COMBINED ISO FORM</u>	<u>SINGLE LIMIT</u> (Not less than)
Commercial General Liability	GL 00 02 01 73REV	\$1,000,000
Broad Form General Liability	GL 04 04 05 81	\$1,000,000
Business Auto	CA 00 01 01 87	\$1,000,000
Workers' Compensation		Statutory
Employers' Liability		\$1,000,000
Professional Liability/Errors and Omissions		\$1,000,000

Consultant shall provide certificates of insurance naming as additional insured the Ventura Port District ("District"), its officers, officials, employees and representatives.

VENTURA PORT DISTRICT

AMENDMENT NO. 1

**TO STANDARD FORM CONTRACT FOR
PROFESSIONAL SERVICES AGREEMENT
(Over \$25,000)**

WITH

RRM DESIGN GROUP

This AMENDMENT NO. 1 amends that certain agreement (the "Agreement") entered into on the third (3rd) day of October 2014, by and between the VENTURA PORT DISTRICT, an independent special district, hereinafter referred to as "DISTRICT" and RRM DESIGN GROUP, hereinafter referred to as "CONSULTANT."


RECITALS

1. DISTRICT and CONSULTANT agreed that CONSULTANT would perform during the term of October 3, 2014 until or before October 3, 2015 the tasks, obligations, and services set for in the Agreement, which is still in effect.

NOW, THEREFORE, the parties agree to the following additions to the Agreement, dated October 3, 2015, as follows:

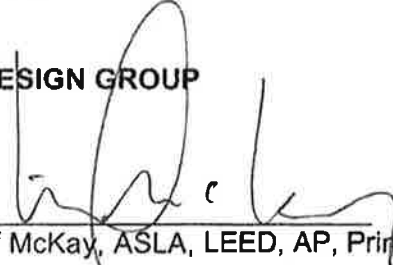
- A. Task X.01 – ADA Access Improvement Plans; Task X.02 – Project Coordination and Team Meetings; and Task X.03 – ADA Accessibility Compliance Review shall be added to the Scope of Work as set forth in "Exhibit A."
 - B. The Agreement requires an additional \$47,390 for project compensation, bringing the Agreement total to \$75,804.40 from \$28,414.40 as set forth in "Exhibit A."
3. Except for the amendments set forth above in this Amendment No. 1, and set forth in "Exhibit A," the Agreement shall otherwise remain unchanged.

VENTURA PORT DISTRICT

By: 
Oscar F. Peña, General Manager

Date: 4/23/15

RRM DESIGN GROUP

By: 
Lief McKay, ASLA, LEED, AP, Principal

Date: 4/23/15

AMENDMENT NO. 1**EXHIBIT "A"****REVISED SCOPE OF WORK
WITH RATES AND TERMS****TASK AND FEE SUMMARY**

TASK	DESCRIPTION	FIXED FEE (see fee footnote)	REVISIONS
TASK L	ADA CONSTRUCTION PLANS		
L.01	Develop Conceptual Construction Plans	\$27,656.25	
	Estimated Reimbursable Expenses	\$758.15	
	Task L Subtotal:	\$28,414.40	
TASK X	ADA ACCESS IMPROVEMENTS		
X.01	ADA Access Improvement Plans	\$34,500	
X.02	Project Coordination and Team Meetings	\$7,320	
X.03	ADA Accessibility Compliance Review	\$3,570	
	Estimated Reimbursable Expenses	\$2,000	
	Task X Subtotal:	\$47,390	
SUMMARY OF FEES:		\$28,414.40 \$75,804.40	
ESTIMATED PROJECT TOTAL:		\$28,414.40 \$75,804.40	

TASK X – ADA ACCESS IMPROVEMENTS

The Port District is in the midst of a program to improve accessibility throughout Ventura Harbor Village. This Phase 2 of the program will include the pedestrian walkways and courtyards within much of the Village.

Task X.01 – ADA Access Improvement Plans

RRM will develop a set of construction documents for demolition and hardscape improvements for providing ADA route(s) as proposed in the Ventura Harbor Village Proposed Path of Travel Accessibility Plan. It is understood that the ADA improvements will be phased and not all improvement areas will be included as part of this construction document package. This task includes Areas A, G, H, I, J, K, L, M, O, and Q as illustrated in the Draft Accessibility Plan. The construction document package will be submitted at 90% and Bid-Ready Submittals and will include the following items:

- Demolition Plan(s)
RRM will prepare demolition plans, at an appropriate scale, for hardscape path elements identified for removal based on ADA upgrades. The plans will identify and describe the removal items, and provide instructions for the safe disposal of the demolished work.
- Grading Plan(s)
RRM will prepare a grading plan to provide key elevation grades for reconstructing the concrete pathways in the selected areas. The grading plan will convey both spot elevations and contours at a one-foot contour interval. The grading plan will also include construction keynote callouts on the plans. The construction keynotes will call out items to be constructed as part of the ADA improvements. In support of this

construction keynote plan, we will prepare construction details that specify the method of construction and proper installation procedures.

- Technical Specifications
RRM will prepare technical specification (CSI Division 02 through 32 as applicable) for sections relevant to the project improvements provided on the plans. This scope assumes that all general provision specification sections related to this project will be provided by others.

Deliverables:

- *Construction Document Package submitted at 90% and Bid-Ready Submittal stages*

Fixed Fee:

- *\$34,500 (see footnote A)*

Task X.02 – Project Coordination and Team Meetings

RRM will provide on-going project coordination and attend project team meetings during the construction document stage. Additionally, this task will include further site visits if they are deemed necessary as part of this effort.

Deliverables:

- *On-going project management*
- *Three (3) Project Team Meetings*
- *One (1) site visit*

Estimated Fee:

- *Time and Materials – Hourly; \$7,320 (see footnote B)*

Task X.03 – ADA Accessibility Compliance Review

RRM's sub-consultant, Central Coast Access Specialists, LLC, will perform a plan review to ensure compliance with ADA regulations.

Deliverables:

- *One (1) site visit*
- *Eight (8) hours of plan review*
- *Sixteen (16) hours of phone/email consultation*
- *One (1) client meeting at Ventura Harbor*

Fixed Fee:

- *\$3,570 (see footnote A)*

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and/or administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that

ATTACHMENT 3

normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile, lodging, meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Estimated Fee:

- **\$2,000**

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Limitations

The following items are specifically excluded from this scope of services:

- Stormwater Pollution Prevention Plan (SWPPP)
- Stormwater management plan
- Utility plans
- Storm drainage plans
- Structural engineering
- Permits and fees
- Construction cost estimating
- Materials testing and inspection
- Construction administration
- Construction management

MARCH 9, 2016

BOARD OF PORT COMMISSIONERS

CONSENT AGENDA ITEM B

**AWARD OF BID TO J&T ENGINEERING AND
CONSTRUCTION FOR THE VILLAGE PHASE 2
ACCESSIBILITY IMPROVEMENTS**

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

CONSENT AGENDA ITEM B
Meeting Date: March 9, 2016

TO: Board of Port Commissioners
FROM: Richard Parsons, Project Manager
SUBJECT: Award of Bid to J&T Engineering and Construction for the Village Phase 2 Accessibility Improvements

RECOMMENDATION:

That the Board of Port Commissioners take the following actions:

- a. Award the Ventura Harbor Village Phase 2 Accessibility Improvements to J&T Engineering and Construction in the amount of \$165,200; and
- b. Accept Rasmussen and Associates proposal of February 12, 2016 to provide construction inspection for the accessibility improvements contract mentioned above for a fee not to exceed \$5,500.

BACKGROUND:

On March 2, 2016, the following competitive bids for the Ventura Harbor Village Phase 2 Accessibility Improvements were received and opened:

J&T Engineering and Construction	Tomar Construction	Toro Enterprises
\$165,200.00	\$315,000.00	\$341,520.00

RRM Design Group's cost estimate for the project was \$380,000. The District's current capital improvement budget includes funding for the work.

J&T Engineering and Construction is the Camarillo based firm that satisfactorily completed the first phase of the Harbor Village Accessibility Improvements. While their bid for this phase of the work is extremely low, they insist that they will accomplish the work for the bid price.

ATTACHMENTS:

Attachment 1 – Rasmussen and Associates Proposal, dated February 12, 2016

Architecture
Planning
Interiors

12 February 2016

Ventura Port District
1603 Anchors Way Drive
Ventura, CA 93001

Attention: Ricard Parsons

Re: Ventura Harbor Village Phase 2 Improvement Plans
Construction Phase Services

Dear Richard,

In accordance with your request, Rasmussen & Associates (Architect) proposes to provide architectural services to Ventura Port District (Client) for the above referenced project. We outline below our understanding of the project scope and our proposed scope of services and the associated fees.

I. Project Scope

The scope of the project consists of the ADA upgrades at the Ventura Harbor Village in the Ventura Harbor. The work will be per the drawings prepared by RRM Design Group, dated January 18, 2016.:

II. Proposed Scope of Services

Architect proposes to provide Construction Phase Inspection Services consisting of the following:

- A. Architect will be "on-call" make periodic visits, or as requested by the Client, to the site to observe the progress of the work and will advise Client as to its conformance with the documents. If discrepancies are discovered, Architect will notify Client, Contractor, and Engineer in writing. Architect will, at the Client's request, suggest solutions to mitigate the deficiencies. However, as the Architect is not the design professional of record, any changes to the documents required, will be performed by RRM Design Group.
- B. Architect will review RFI's as submitted by the contractor. If the anticipated response to the RFI affects the project design, Architect will forward the RFI to RRM Design for their subsequent review and response.
- C. Architect will attend on-site construction meetings as required.

Architecture
Planning
Interiors

III. Architect's Compensation

A. Architect's compensation shall be at standard hourly rates with estimates as indicated in item B., below.

B. Fee

Architect	<u>\$5,500</u>
Total Estimated Fee	\$5,500

C. Hourly Rate Schedule

Senior Principal	\$175.00/hour
Principal	\$152.50/hour
Associate	\$142.50/hour
Senior Architect	\$120.00/hour
Architect	\$110.00/hour
Job Captain	\$90.50/hour
Senior CADD Technician	\$75.00/hour
CADD Technician	\$60.00/hour
Clerical	\$60.00/hour

D. Reimbursables

The Architect is to be reimbursed at 1.15 times direct cost for all photocopying, printing, governmental fees, long distance telephone charges, postage/handling, auto mileage, and messenger charges. Automobile mileage will be charged at \$0.60/mile. Out-of-town travel including airfare, automobile rental, parking fees, meals and accommodations shall be reimbursable expenses.

In-house reproduction services shall be charged as follows:

Large Document Copies (LDC) B&W	\$0.50/sq. ft.
Large Document Copies (LDC) Color	\$3.50/sq. ft.
Large Document Scan	\$1.00/sq. ft.
Computer Plots on Bond	\$1.00/sq. ft.
Computer Plots on Vellum/Coated Paper	\$1.35/sq. ft.
Computer Plots on Mylar	\$2.50/sq. ft.
CD ROM Copy	\$20.00 each
8-1/2 x 11 Photocopies	\$0.10 each
8-1/2 x 11 Color Copies on Bond	\$1.00 each
8-1/2 x 11 Color Copies on Semi-Gloss	\$2.00 each
8-1/2 x 11 Color Copies on Glossy	\$4.00 each

E. Additional Services

Work requested and authorized by the Client beyond the Scope described herein will be considered as Additional Services; i.e., renderings, computer-generated perspectives, leasing area plans, signage programs, models, brochures,

Architecture
Planning
Interiors

government-required as-builts, photographs, award packages, and special presentations. Record drawings, based on input provided by the Client, can be provided at the end of construction and will be considered Additional Services.

Additional services including, but not limited to, those described above shall be billed at the standard office rates listed above.

F. Changes

Changes requested by the Client or Agency after criteria are established for each phase of work, or after acceptance of work as each phase progresses, shall be compensated according to Additional Services. Such compensation shall be in addition to the compensation specified under "Fee" listed above. Payments to be made on a monthly basis.

Changes related to revised governmental design criteria or the updating of zoning ordinances, building codes and regulations after the start of this project and other items out of the direct control of the Architect are considered Additional Services.

G. Payment Schedule

The Architect will invoice the Client on a monthly basis in proportion to work completed and reimbursable expenses accumulated. Invoices are payable upon receipt by the Client. Accounts over 30 days old shall incur a service charge of 1% per month and Architect may cease work on the project. Any payment will first be applied to service charges incurred; the remainder of the payment will then be applied to professional fees.

The Architect will assume that the Client finds the invoicing to be accurate and without question unless notified to the contrary within thirty (30) days of the invoice date. The Architect shall be entitled to compensation based on the standard hourly rates for any invoice summaries and/or breakdowns requested by the Client after this thirty (30) day period.

The Architect hereby notifies the Client of his lien rights if payments are not received. In the event fees and expenses are not paid within 30 days of billing, the Architect, at his option, may terminate the contract.

IV. Outline of Responsibilities of the Client

The following services, information, surveys and reports shall be furnished by the Client (at the Client's expense) to effectuate progress on the project. The Architect shall be entitled to rely upon the accuracy and completeness of all reports and data presented.

- A. Legal work (including condominium, use easement, C C & R's and other legal documents that may be required).
- B. Fees required for approvals by agencies having jurisdiction over the project, including surveys, plan check, permits and other fees.
- C. As-built drawings.

Architecture
Planning
Interiors

The foregoing is mutually agreed to by:

Client: Ventura Port District

Architect: Larry Rasmussen, Inc.,
dba Rasmussen & Associates
License #C-4848

By: _____

By:



Title: _____

Title: Associate

Date: _____

Date: 12 February 2016

/j/

m:\client\ventura harbor village phase 2 improvements 02-12-16.docx

MARCH 9, 2016

BOARD OF PORT COMMISSIONERS

CONSENT AGENDA ITEM C

**MEMORANDUM OF UNDERSTANDING BETWEEN
BEACON AND THE VENTURA PORT DISTRICT**

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

CONSENT AGENDA ITEM C
Meeting Date: March 9, 2016

TO: Board of Port Commissioners
FROM: Richard Parsons, Project Manager
SUBJECT: Memorandum of Understanding between Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) and the Ventura Port District

RECOMMENDATION:

That the Board of Port Commissioners authorize the General Manager to sign the attached Memorandum of Understanding (MOU) between Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) and the Ventura Port District for supplemental dredging.

SUMMARY:

This Memorandum sets forth the terms and understanding between BEACON and the Harbor Districts regarding supplemental dredging at the Santa Barbara, Ventura and Channel Islands harbors. The MOU defines the common interest of BEACON and the Harbors in maximizing the dredging of sand from the three harbors. The term of this MOU is effective upon signature by BEACON and the Harbors and shall end on June 30, 2018 or unless otherwise amended.

BACKGROUND:

The Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) is a California Joint Powers Agency (JPA) established in 1986 to address coastal erosion, beach nourishment and clean oceans within the Central California Coast from Point Conception to Point Mugu. The member agencies of BEACON include the Counties of Santa Barbara and Ventura as well as the coastal cities of Santa Barbara, Goleta, Carpinteria, Ventura, Oxnard and Port Hueneme.

Santa Barbara Harbor, Ventura Harbor and Channel Islands Harbor are located within BEACON's jurisdiction. The three harbors are dredged on an annual or biannual basis through individual contracts issued by the US Army Corps of Engineers. The cost of the dredging is born by the Federal Government. Sand dredged from each harbor is usually deposited on down coast beaches.

One of BEACON's missions is to enhance the supply of sand onto beaches within the BEACON jurisdiction. BEACON can support this mission by seeking grant funding for projects that support the delivery of sand onto beaches within the BEACON jurisdiction. While there is no guarantee BEACON will be successful in securing grant funding for supplemental dredging, should they be successful, it certainly could be beneficial for Ventura Harbor.

ATTACHMENTS:

Attachment 1 – Memorandum of Understanding

ATTACHMENT 1

Supplemental Dredging Project

Memorandum of Understanding between BEACON, The City of Santa Barbara Waterfront Department, The Ventura Port District, and Channel Islands Harbor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into on _____, is between the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), and the City of Santa Barbara Waterfront Department, the Ventura Port District, and the Channel Islands Harbor (HARBORS).

This MOU sets forth the terms and understanding between BEACON and the HARBOR DISTRICTS regarding supplemental dredging at the Santa Barbara, Ventura and Channel Island harbors.

BACKGROUND

1. BEACON is a Joint Powers Authority representing the coastal interests of the counties of Santa Barbara and Ventura and the coastal cities Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme.
2. One of BEACON's missions is to enhance the supply of sand onto beaches within the BEACON jurisdiction. BEACON can support this mission by seeking grants funding for projects that support the delivery of sand onto beaches within the BEACON jurisdiction.
3. Santa Barbara Harbor, Ventura Harbor and Channel Islands Harbor are located within BEACON's jurisdiction. The three harbors are dredged on an annual or biannual basis through individual contracts issued by the US Army Corps of Engineers. The cost of the dredging is born by the Federal Government. Sand dredged from each harbor is pumped to the nearest down-coast beach as a beneficial by-pass.
4. Each of the harbors has sand deposits that require dredging that are in excess of the limits set forth in its normal Federal dredging contract. In some cases this dredging may be within the harbor's authorized Federal limits; in other cases it is outside but adjacent to those limits.

PURPOSE

This MOU defines the common interest of BEACON and the HARBORS in maximizing the dredging of sand from Santa Barbara, Ventura and Channel Island harbors.

This common interest will be accomplished by the following activities:

1. BEACON will apply for grant funding for supplemental dredging of the harbor sand traps.

Secured grant funding will be used to fund supplemental dredging of the Federal Channel and/or harbor sand traps.

FUNDING

1. Agreements will be executed between BEACON and the HARBORS detailing the mechanism by which grant funding secured by BEACON will be provided to the HARBORS for use in implementing the supplemental dredging activities.

ATTACHMENT 1

Supplemental Dredging Project

Memorandum of Understanding between BEACON, The City of Santa Barbara Waterfront Department, The Ventura Port District, and Channel Islands Harbor

2. Grant funding will be assigned to each of the individual HARBORS based on a mutually agreeable ratio relative to the respective dredging volumes of each harbor or by another mutually agreeable method.
3. Individual HARBORS receiving the benefit of the grant funded supplemental dredging will be required to provide any matching funds required of the grant funding.
4. There is no guarantee that BEACON will be successful in securing grant funding.

DURATION

1. This MOU may be amended or modified by mutual consent of BEACON and the HARBORS.
2. This MOU shall become effective upon signature by BEACON and the HARBORS and will remain in effect until amended, modified or terminated by BEACON or any one of the HARBORS by mutual consent.
3. Unless otherwise amended this MOU shall end on June 30, 2018.

ATTACHMENT 1

Supplemental Dredging Project

Memorandum of Understanding between BEACON, The City of Santa Barbara Waterfront Department, The Ventura Port District, and Channel Islands Harbor

//IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

	BEACON 123 East Anapamu Street Santa Barbara CA 93101
By:	
Title:	Chair, BEACON
Date:	
	City of Santa Barbara Waterfront Department 132 Harbor Way Santa Barbara, CA 93109
By:	
Title:	
Date:	
	Ventura Port District 1603 Anchors Way Drive Ventura, CA 93001
By:	
Title:	
Date:	
	Channel Islands Harbor 3900 Pelican Way Oxnard, CA 93035
By:	
Title:	
Date:	
	Attest and Approved as to Form:
By:	
Title:	Rachel Van Mullem, Chief Assistant County Counsel, Santa Barbara County
Date:	

MARCH 9, 2016

BOARD OF PORT COMMISSIONERS

STANDARD AGENDA ITEM No. 1

UPDATE ON EMERGENCY CONDITIONS AT

1691 SPINNAKER DRIVE

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

STANDARD AGENDA ITEM 1
Meeting Date: March 9, 2016

TO: Board of Port Commissioners
FROM: Joe Gonzalez, Facilities Manager
SUBJECT: Update on Emergency Condition at 1691 Spinnaker Drive

RECOMMENDATION:

That the Board of Port Commissioners determine by a four-fifths vote that there is a need to continue the emergency action adopted by the Board on January 13, 2016 to award a contract to Letner Roofing Company to replace the tile roof system on 1691 Spinnaker Drive without giving notice for bids to let a contract.

SUMMARY:

The dangerous condition at 1691 Spinnaker Drive still exists. The high winds at the end of January have caused more problems at 1691. The purchase order with Letner Roofing Company for emergency tile roof work was sent January 27, 2016. Letner has mobilized their equipment and material for replacing the tile roof on February 18th. Weather permitting; they will commence work on February 22nd.

UPDATE:

All clay tiles have been removed on the upper level roof with two layers of waterproofing materials having been installed. Letner will start laying the new clay tiles the beginning of next week. Letner is also currently removing the clay tiles on the small first floor areas, along the sides of the second level exterior balcony's.

I've been communicating with the 1691 tenants, daily, to make sure the project is not interfering with their daily tasks. As of March 1st, all 1691 tenants are very pleased with the communication and support that Letner Roofing Company has provided.

I met with Letner's field Supervisor the morning of March 1st and he anticipates that the project will be completed on the third week of March. However, since there is rain forecasted for the coming weekend, the completion date could be push to the beginning of the fourth week of March.

MARCH 9, 2016

BOARD OF PORT COMMISSIONERS

WORKSHOP AGENDA ITEM NO. 1

**REVIEW OF DRAFT RFP TO LEASE VENTURA PORT
DISTRICT PROPERTY FOR DEVELOPMENT**

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

WORKSHOP AGENDA ITEM 1
Meeting Date: March 9, 2016

TO: Board of Port Commissioners
FROM: Brian Pendleton, Business Operations Manager
SUBJECT: Review of Draft RFP to Lease Ventura Port District Property for Development

RECOMMENDATION:

That the Board of Port Commissioners provide direction to staff regarding the Draft Request for Proposals to Lease Ventura Port District Property for Development.

SUMMARY:

On January 13, 2016 Commissioners held a workshop to discuss possible new hotel development at Ventura Harbor stemming from Brighton Management's (Brighton) letter to the Ventura Port District. The Commission directed staff to prepare a Request for Proposals (RFP) for visitor serving uses for two Port District properties. Those sites include Parcel 5 (grass lawn portion) and Parcel 8.

BACKGROUND:

The portion of Parcel 5 under consideration is generally the grass area portion adjacent to the former Blackbeards space at 1591 Spinnaker Drive. Parcel 8 is immediately adjacent to National Park Visitors' Center at the end of Spinnaker Drive. The grass lawn is approximately 30,250 sq. ft. or .69 acres and Parcel 8 is approximately 90,169 square feet or 2.07 acres. The grass lawn is used periodically for events while parcel 8 is unimproved.

The RFP is divided into the following Sections: Introduction, Overview, RFP Considerations, Existing Lease or Easements, Proposal Process and Selection Process. The introduction provides a quick synopsis of the development opportunity, site location and description. The Overview provides detail about Ventura Harbor, current and proposed uses, zoning and local costal program (LCP) analysis and parking discussion. RFP considerations include a discussion of Development Team obligations including the need to secure necessary entitlements and project financing without Port District financial participation. The Port District would be leasing the sites "as-is". The Existing Leases or Easements section discusses one existing agreement for the placement of public art on Parcel 8. The agreement does allow for the relocation of the statue if necessary. The Proposal Process section covers the submission requirements and format. The Selection Process section outlines the proposal review process and goals of the RFP, which as proposed is to select one or more development teams for Commission consideration of option agreements and ground leases.

Circulation of the final RFP, if approved by the Commission at a future meeting, would include placement on the Port District website, distribution to our existing master and village tenants, and interest list. Advertising could include local, regional newspapers (e.g. Ventura County Star, Pacific Coast Business Times; Los Angeles Times) statewide organizations (e.g. California Association for Local Economic Development CALED) and national trade organizations (e.g. American Planning Association APA; Urban Land Institute ULI; International Council of Shopping Centers; ICSC) based on advertising prices, timing, etc.

FISCAL IMPACTS:

New visitor serving uses at the Harbor can provide new ground lease revenue and other benefits to the Port District such as increased Harbor Village visitation and spending, and activation of underutilized Port District real property assets. Community benefits could include creation, retention, or expansion of job opportunities, and increased property (possessory interest), sales and/or transient occupancy tax revenues depending upon use. Other potential benefits include increased City-wide tourism, improved public coastal access and related visitor serving amenities.

NEXT STEPS:

VPD is coordinating a joint meeting with staff from the Coastal Commission and City to further discuss visitor serving uses at the Harbor. Staff could bring the RFP back in final form after that meeting for Board consideration. This could be as soon as April 13, 2016 with a proposed RFP issuance date of April 18, 2016 and submission date of June 13, 2016.

ATTACHMENTS:

Attachment 1 - Draft Request for Proposals to Lease Ventura Port District Property for Development

VENTURA PORT DISTRICT

REQUEST FOR PROPOSALS TO LEASE VENTURA PORT DISTRICT DISTRICT PROPERTY FOR DEVELOPMENT



KEY RFP DATES

RFP Issued – April 18, 2016 (Proposed)
Proposal Due Date – June 13, 2016 (Proposed)

VENTURA PORT DISTRICT

REQUEST FOR PROPOSALS TO LEASE VENTURA PORT DISTRICT PROPERTY FOR DEVELOPMENT

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REQUEST FOR PROPOSALS TO LEASE FORMER REDEVELOPMENT PROPERTY FOR DEVELOPMENT

1. INTRODUCTION

1.1 Development Opportunity

The Ventura Port District ("District") is seeking visitor serving proposals for the lease and development of two non-contiguous parcels totaling approximately 120,419 square feet in Ventura, CA (the "Site(s)") which may lead to negotiations of an option agreement and ground lease or similar agreement with the selected Development Team. Proposals may include lease and development of one or both parcels and should seek to capitalize and/or leverage the Site(s) with existing Harbor visitor serving properties and uses in order to achieve the greatest economic impact, development quality, use and design efficiency for Ventura Harbor.

1.2 Location

The Site(s) is located in the South Peninsula of the harbor at Parcel 5, generally the grass lawn area portion of Parcel 5; and Parcel 8, containing undeveloped land at the end of Spinnaker Drive. The Parcel 5 grass lawn area is bounded by Harbor Village parking, Island Packers, and National Park Services offices to the north; Harbor Village commercial businesses to the South; the Harbor to the east; and Harbor Village parking to the West. Parcel 8 is bounded by the Harbor to the North; Spinnaker Drive to the South; National Parks Visitors' Center to the east, and Harbor to the West. See Exhibit 1.

1.3 Size

The Site(s) is comprised of two separate unimproved and non-contiguous parcels. Parcel 5 (grass lawn area) portion is approximately 30,250 sq. ft. or .69 acres and roughly rectangular in shape. Parcel 8 is approximately 90,169 square feet or 2.07 acres and irregularly shaped.

1.4 Property Status

The District owns both parcels and has the legal authority to lease the Site(s) for a maximum period of 50 years under the Harbors & Navigations Code Section 6271.

Development of the Site(s) is guided by the City's Municipal Code zoning regulations, and 1989 Comprehensive Plan ("Comp Plan"). The Comp Plan also functions as the Local Coastal Plan, the policy document along with coastal zoning ordinance that make up the District's Local Coastal Program (LCP).

1.5 Community Benefits

The District is seeking visitor serving development proposals that provide both District and community benefits. Typical benefits are discussed in greater detail in Section 5.

ATTACHMENT 1



View of Parcel 5 (grass lawn area) looking North



View of Parcel 5 (grass lawn area) looking East

ATTACHMENT 1



View from Parcel 8 looking Northwest



View from Parcel 8 looking East

2. OVERVIEW

2.1 The Opportunity

The Site(s) is located at Ventura Harbor which is a premier recreational harbor in Ventura County offering a variety of amenities for boater enthusiasts and visitors including easy access to the Channel Islands, recreational fishing activities, boatyards, fuel docks, tours, rentals, cruises, vibrant yacht clubs and a new public launch ramp. Ventura Harbor has five marinas with 1,500 boat slips.

The Ventura Harbor is also home to a large amount of commercial fishing activity, which is made possible by its deep-water capabilities and proximity to the international trade centers in Los Angeles, making it a key offloading harbor on the West Coast.

Three of the most prominent fish companies in the US reside in Ventura Harbor selling California Market Squid and other seafood types around the globe, with market squid remaining California's largest and most lucrative commercial fishery. For over 45 years, fisherman have utilized Ventura Harbor as their port to offload a variety of fish including tuna, halibut, lobster, crab, sea cucumber, prawn, rockfish and sea bass.



The District owns and operates Harbor Village with seaside dining and shopping, scenic beaches, and the five islands of the Channel Islands National Park just off the coast. Harbor Village has a diverse collection of restaurants, boutiques and art

ATTACHMENT 1

galleries. The District is currently in the middle of a multi-phased accessibility and common area enhancement capital improvement project. See Exhibit 2.

Proposed developments in the vicinity of the Site(s) include the Sondermann Ring Partners ("SRP") project on Parcels 15, 16 and 18. The mixed-use development project consists of:

- 300 apartment units
- 20,000 sq. ft. of commercial space
- Marina
- Public park and promenade
- Public launch ramp (e.g. kayaking and paddle boarding)

SRP is fully entitled and in plan check. Ground breaking is anticipated in 2016.

Holiday Inn Express expansion on Parcel 1 will add 40 guest rooms, new lobby and amenities to the existing hotel. Entitlements are near completion.

Ventura Harbor Marina and Yacht Yard on Parcel 20 has plans for expansion of its existing operations that include a restaurant, sport fishing, dry dock storage, and repair facilities. Plans call for doubling of boat slips from 40 to 80 and constructing a new two story retail and office building w/ handicap access. Entitlements are underway.

The Ventura Port District has been awarded a two year, approximately \$265,000 Sea Grant fund in collaboration with the Ventura Shellfish Enterprise (VSE), a multi-stakeholder initiative that seeks to permit and manage a commercial shellfish culture as a technically proven method for the production of high value seafood to be landed at Ventura Harbor. Specifically, VSE is seeking entitlements for aquaculture leases in state waters off the Santa Barbara Channel to expand Ventura Harbor fisheries.

2.2 The Site(s)

The Site(s) is located within the Ventura Harbor. Development in the Harbor is guided by the City's Municipal Code zoning regulations, and 1989 Comprehensive Plan (Comp Plan). The Comp Plan also functions as the Local Coastal Plan, the policy document along with coastal zoning ordinance that make up the District's Local Coastal Program (LCP). The Site(s) is located in the Comp Plan's South Peninsula area where generally water-oriented recreation, second story office, an aquarium/research center, the National Park Service Headquarters, tour boat services, recreational marinas, a yacht club and restaurants with various limitations are existing and/or permitted uses. It is incumbent upon the Development Team to fully review and consider the City's Municipal Code zoning regulations, and 1989 Comprehensive Plan (Comp Plan). Proposed Development Programs may seek amendments to the City's LCP. Any proposed amendments to the LCP will require a

ATTACHMENT 1

consistency analysis of the proposal against the State Coastal Act, where public access, public coastal parking and coastal-related recreation are all maximized while coastal sensitive habitats are protected. Other potential limitations regarding height, number of stories and lot coverage should be fully reviewed and may require additional Comp Plan/LCP policy and coastal zoning amendments.

California Coastal Commission (“CCC”) drafted and approved the Sea Level Rise policy in 2015 as “guidelines”. Since this is a new policy, and they are guidelines it is unknown how they would apply to proposed development projects. However, new LCP amendments may trigger the guidelines.

The following development types will **not** be considered:

- Residential
- Timeshare
- Waterside development (e.g. marinas)

Parking

One of the challenges associated with increasing the land use intensity at or near Harbor Village, regardless of the type of visitor serving use, is the likely need for additional parking availability. Parking surveys were conducted during summer 2015 by Associated Transportation Engineers (ATE) on behalf of the District. The surveys demonstrated that many Harbor Village parking lots were at or near capacity on weekend afternoons during the peak season times studied. This was not the case on weekdays, where parking availability was much greater. Also there was significant parking availability in the private marinas throughout the week and weekend, but not for general public use. As a result of these surveys, the District’s Commission has engaged ATE to prepare a parking management strategy.

2.3 Background Information

History - The Ventura Port District was established on April 8, 1952, by an election and majority vote of the citizens of Ventura. On April 15, 1952, the Board of Supervisors of Ventura County, ordered formation of the District pursuant to the Harbors and Navigation Code of the State of California. The District was organized for the purpose of acquiring, constructing and operating a commercial and recreational boat harbor within the City of Ventura. The District’s legal boundaries encompass all of the City of Ventura as well as some small areas outside the City limits. The Ventura Port District is what is known as an Independent “Special District.” State law defines a special district as “any agency of the state for the local performance of governmental or proprietary functions within limited boundaries.” A special district is a separate local government that delivers public services. The District is the owner/operator of the Ventura Harbor. The Harbor is a 274 acre multiple use recreational and commercial fishing small craft harbor. Other than a 2.74 acre site owned by the Department of Interior, National Park Service, the District is the sole landowner within the Harbor. The District’s current property holdings include approximately 152 acres of land and 122 acres of water area. The voters of the District approved a general obligation bond issue of \$4,750,000 on

ATTACHMENT 1

February 13, 1962 to be used for construction of the Harbor. Construction was completed and the Harbor commenced operations June 16, 1963.

Mission Statement - The Ventura Port District, home to the Channel Islands National Park, provides a safe and navigable harbor and a seaside destination that benefits residents, visitors, fisherman, and boaters to enjoy Ventura Harbor's exceptional facilities, events, and services.

Goals - The Ventura Port District will provide a rewarding and vibrant coastal marine experience to our residents and visitors through efficient and timely execution of these District Goals.

- 1) Maintain and enhance a safe and navigable harbor by:
 - securing funding through the Army Corps of Engineers in coordination with agencies and our elected officials;
 - dredging the Inner Harbor and preserving infrastructure;
 - providing superior Harbor Patrol, Maintenance, and related Port District services;
 - upgrading infrastructure, equipment and facilities for a modernized, efficient and safe working harbor
- 2) Support and promote commercial and recreational boating and fishing.
- 3) Increase economic development, vitality, and diversity of the District through effective leasing and marketing strategies.
- 4) Promote sustainable use of our natural environment through business practices and programs designed in concert with our tenants, educators, agencies, and interest groups.
- 5) Build respectful, productive, and mutually beneficial business relationships with our tenants, public agencies, elected officials and the community.
- 6) Provide exceptional public service and transparency at all levels within the organization through effective leadership, training, mentoring, and oversight. This promotes accountability, increased public trust, and a more efficient, effective and public focused organization.

2.4 Development Program Goals and Objectives

Development Team proposals should seek to further the District's mission and goals as well as provide District and community benefits. Development Teams may submit proposals including lease and development of one or both Site(s). Proposals should seek to capitalize and/or leverage the Site(s) with existing Harbor visitor serving properties and uses in order to achieve the greatest economic impact, development quality, use and design efficiency for Ventura Harbor. In this context, capitalize and/or leverage means that proposed development should benefit from existing and

ATTACHMENT 1

proposed Harbor uses, as well as, provide benefit to existing and proposed Harbor uses. Financial and other benefits could be achieved through collaboration with other Master Tenants, Harbor Village Tenants, the National Parks Service, etc. Benefits could also be achieved through control of existing or proposed Site control of other parcels, agreements for shared parking, transportation, and by proposed operational relationships between existing Harbor properties and uses and the proposed Development Program with one or both Site(s). The Development Team should clearly articulate the proposed Development Program goals and objectives.

3. RFP CONSIDERATIONS

3.1 Respondent Considerations

Information to be considered in making a proposal includes the following:

3.1.1 Proposals shall include an offer to ground lease one or both Site(s) for Development Program purposes.

3.1.2 Ability to capitalize and/or leverage the Site(s) with existing Harbor visitor serving properties and uses.

3.1.3 Proposals shall include at a minimum, specific option and lease terms, including length of option and ground leases and monthly option fee and ground lease revenues to the District. The District may require a good faith deposit from the Developer as part of the option and ground lease process.

3.1.4 The District will not consider proposals involving District financial participation in the ground lease or development of the Site(s). Developer at its own cost is responsible for the ground leasing and developing the property including any and all fees (e.g. entitlements, permits). No fees or other costs are waived by selection through this RFP process and should be calculated as part of the proposed Development Program expenses.

3.1.5 Developer will be responsible for obtaining any and all governmental approvals (e.g. entitlements, permits, etc.). Selection through the RFP process does not guarantee outcomes relative to necessary governmental approvals and should be considered in the Development Program Time Schedule.

3.1.6 The Site(s) is located within the Ventura Harbor. Development in the Harbor is guided by the City's Municipal Code zoning regulations, and 1989 Comprehensive Plan (Comp Plan). The Comp Plan also functions as the Local Coastal Plan, the policy document along with coastal zoning ordinance that make up the District's Local Coastal Program (LCP).

ATTACHMENT 1

3.1.7 The District is ground leasing the Site(s) "As Is" and is not obligated to repair, improve, or otherwise incur any expense with regard to improving the property or funding any additional environmental testing or remediation. If any prior testing has occurred, any reports on file are available for public inspection.

3.1.8 Developer will be responsible directly to the serving entities for all utilities required for the use of the Site(s). Developer will agree to order, obtain, and pay for all utilities and services and installation charges in connection with the development and operation of the property.

3.1.9 The developer will be required to pay any and all property taxes or possessory interest taxes (e.g. Ventura County) when due.

3.1.10 Developer will be required to provide insurance coverage as required by the District.

Developers shall consider these factors in the proposed Development Program.

4. EXISTING LEASES OR EASEMENTS

4.1 Donation and Indemnification Agreement

There are no existing lease agreements. However, there is an existing Donation and Indemnification Agreement regarding the "Mermaid Playing Cello" Statue. See Exhibit 3.

5. PROPOSAL PROCESS

5.1 Submission Requirements

The submission consists of the following elements, which shall be answered as completely as possible and in the outlined organizational order. Please submit information in appropriate detail on each of the items described below to allow adequate review and evaluation of your proposal.

5.1.1 Cover Letter – Maximum of two (2) single-spaced pages, signed by an authorized officer of the lead firm, summarizing the major deal points, and providing the name, address, email address, telephone number and fax number of the key contact person.

5.1.2 Development Team Qualifications and Financial Capacity - The Development Team's ability to see a Development Program through from concept to fruition is especially important to the District. Strong weight in the evaluation process will be given to a Development Team that has experience and track record in each of the following areas listed below. Keeping each project description and pictures limited to two pages, please provide:

ATTACHMENT 1

5.1.3 A list of current projects in the Developer's pipeline, including pre-development, construction, and lease-up activities underway. This list should include the location, project type, size and total development cost for each project.

5.1.3.1 A list of similar or related projects in which the Development Team and proposed associates have participated. Describe the relationships to these projects (i.e., developed, owned, operated and/or managed) and provide a general description of each project. These projects shall be of a similar magnitude or related to the proposed Development Program. Identify the location, total project costs, land uses, length of time to complete, and actual completion dates. (Submit specific project information.) Of particular importance to the District, is the Development Team's experience in entitling and developing project's in coastal California subject to Local Coastal Programs, and related regulatory bodies such as local municipalities such as the City of Ventura, the California Coastal Commission and U.S. Army Corps of Engineers.

5.1.3.2 Descriptions and illustrations of the proposed architect's or architects' work on development projects that have been built or are under construction. These projects shall be of a similar magnitude or related to the proposed Development Program and shall include either the Developer's or the architect's experience in designing similar projects to the proposed Development Program. If possible, include photographs of these projects. (Submit specific project information.)

5.1.3.3 Description of prior public-private partnerships in which the Development Team participated in projects of similar type, magnitude or related to the proposed Development Program.

5.1.3.4 For each project or relevant experience, a name and phone number of a contact person familiar with this project who can act as a reference.

5.1.3.5 Description of the ownership entity for the Development Program, including an organizational chart and percentages of ownership of each entity involved. To be furnished upon request.

5.1.3.6 All organizational documents for the ownership entity for the Development Program, if available (i.e., Articles of Incorporation, By-Laws, Partnership Agreement, Operating Agreement, Limited Liability Company Certificate, Good Standing Certificate issued within previous 90 days). To be furnished upon request.

ATTACHMENT 1

5.1.3.7 Financial statements for Developer and/or principals (last two years, audited; and most recent interim, unaudited). To be furnished upon request.

5.1.3.8 Federal and State tax returns of Developer and/or principals (last three years). To be furnished upon request.

5.1.3.9 Statement regarding prior bankruptcy and all outstanding judgments, pending or final, against the Developer or any related individual or entity. To be furnished upon request.

5.1.3.10 Explanation of how the Development Team proposes to finance the Development Program by providing a description of how the Developer(s) financed projects of similar type, scope or related to the proposed Development Program, including total project costs, sources and uses for similar projects. (Submit specific project information)

5.1.4 Proposed Development Program

5.1.4.1 A general overview of the proposed Development Program including the type of development/use that the Development Team considers appropriate for one or both Site(s) and all leveraged real property. Discuss the role/importance each parcel plays in implementing the overall proposed Development Program.

5.1.4.2 Approach to obtaining Site(s) control of any other property in the Harbor in order to implement the proposed Development Program. If Developer already controls property as described above, identify each parcel, legal interest in it (e.g. owned, leased, etc.) and current use. Identify previous or current experience with property acquisition or leasing for proposed, completed or related projects.

5.1.4.3 If the proposed Development Program includes commercial uses, indicate which tenants have been identified for the Site(s) and leveraged real property, and the Development Team's working relationship and/or ability to secure a lease/letter of intent with tenants.

5.1.4.4 A site plan, floor plans and elevations as applicable for the Site(s) and total proposed Development Program.

5.1.4.5 Concept renderings, images, photographs and maps to convey the vision for the Site(s) and total proposed Development Program.

ATTACHMENT 1

5.1.4.6 Description of how the Developer's vision addresses and maximizes fulfillment of the District's stated Development Program Goals and Objectives (see Section 2.4)

5.1.5 Financial Feasibility of the Proposed Development Program. Please provide the following:

5.1.5.1 Sources and Uses of Funds for each phase of the Development Program, as applicable.

5.1.5.2 Development Program Budget (total development cost).

5.1.5.3 Development Program Operating Pro Forma, including 10-year cash flow analyses with clear explanations of all assumptions, as applicable.

5.1.5.4 Market data which demonstrates the feasibility of projected revenue streams, as applicable.

5.1.6 Business Terms. Business Terms must include, at minimum, the following:

5.1.6.1 Proposed deal structure: Price and terms of option and ground lease.

5.1.6.2 Indicate division of responsibilities for the Development Program's successful completion.

5.1.6.3 Initial conditions: Indicate any initial conditions or requirements that are needed to be granted by a government entity, including the District, City of Ventura, California Coastal Commission and other regulatory bodies. These initial conditions include, but are not limited to technical assistance, City local coastal plan amendments, variances or special entitlement processing, and any similar contingency which could result in additional time and resources on the District's behalf to complete the proposed Development Program.

5.1.6.4 Development Program Time Schedule: A schedule of performance outlining the estimated time for each step and phase, including a summary "timeline" or other similar graphic representation of the Development Program process. The schedule should recognize the time involved in finalizing development agreements, receiving Development Program entitlements, designing the Development Program, financing the Development Program, commencing and completing construction, commencing and completing tenant lease negotiations, marketing, and final occupancy.

ATTACHMENT 1

5.1.6.5 District and Community Benefits: Proposal of specific benefits, which will come from implementation of the proposed Development Program. Examples of Site(s) relevant District benefits include ground lease revenues, increased Harbor Village visitation and spending, and activation of underutilized Port District real property assets. Community Benefits could include: creation, retention, or expansion of job opportunities, and increased property (possessory interest), sales and/or transient occupancy tax revenues. Proposed projects may generate additional funds to the Ventura County Lodging Association (VCLA), a tourism business improvement district. Other potential benefits include increased City-wide tourism, improved public coastal access and related visitor serving amenities, implementation of sustainable development methods, and improving public parking opportunities as part of a proposed Development Program. As discussed, proposals may include lease and development of one or both Site(s) and should seek to capitalize and/or leverage the Site(s) with existing Harbor visitor serving properties and uses in order to achieve the greatest economic impact, development quality, use and design efficiency for Ventura Harbor.

5.1.7 References

5.1.7.1 Provide a list of at least three (3) references (if different from those in Sections 5.1.3.4); include contact, title, address, email address and telephone number for the agency/business which your firm provided similar services. Also indicate the year in which your firm provided the service(s) for the agency/business. Provide at least one reference from a lender and one from a public agency with which you have worked.

5.2 Format of Submittal

Submit three hard copies of the Proposal and one electronic version.

Proposals will be received at District administrative offices located at 1603 Anchors Way, Ventura, CA 93001-4229, attn.: Brian Pendleton, Business Operations Manager until 5:00 P.M., Monday, June 13th, 2016. Proposals received after this date and time will be considered late and shall not be accepted.

6. SELECTION PROCESS

6.1 Proposal Review

The District's staff is responsible for managing the RFP selection process. All proposals, submitted in response to this RFP, will be reviewed for their relative strengths and weaknesses, based on the submission requirements and evaluation criteria described herein. District staff may consider one or more Development

ATTACHMENT 1

Teams for further consideration. Further consideration may include, but is not limited to such tasks as conducting Development Team interviews, requesting follow-up responses to proposal questions, performing reference checks, gathering additional Development Team information as described in the RFP, etc. The District prefers that the composition of the Development Teams remain the same during the RFP process. The goal will be to recommend one or more Development Teams to the District's Board of Port Commissioners ("Commissioners"). This may lead to negotiations of an option agreement and ground lease or similar agreement for Board consideration for the development of the Site(s) as part of a proposed Development Program. The District may also choose to reject any or all proposals at its' sole discretion.

6.2 Contact Information

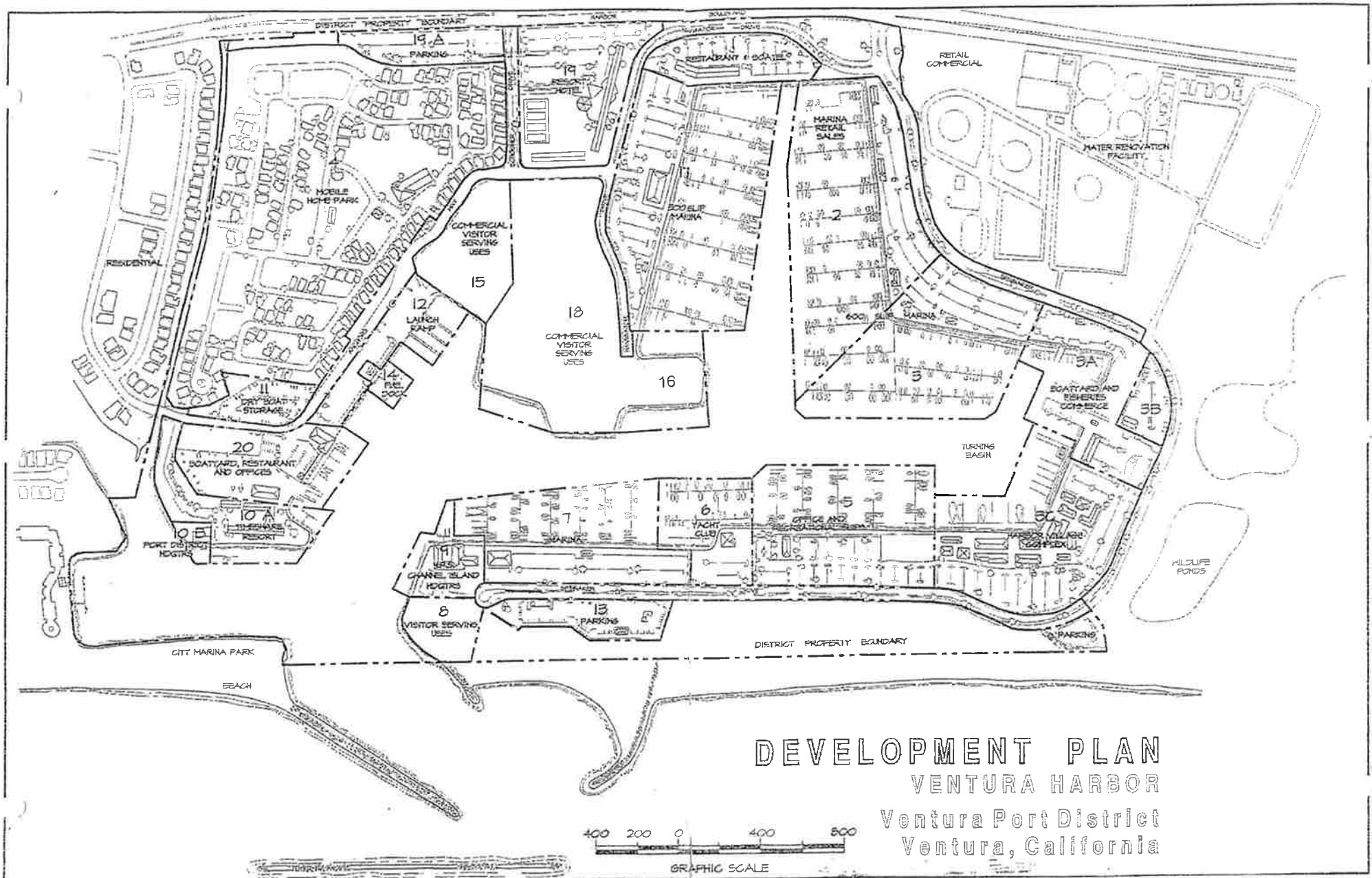
If you have questions concerning this request for proposal process please contact:

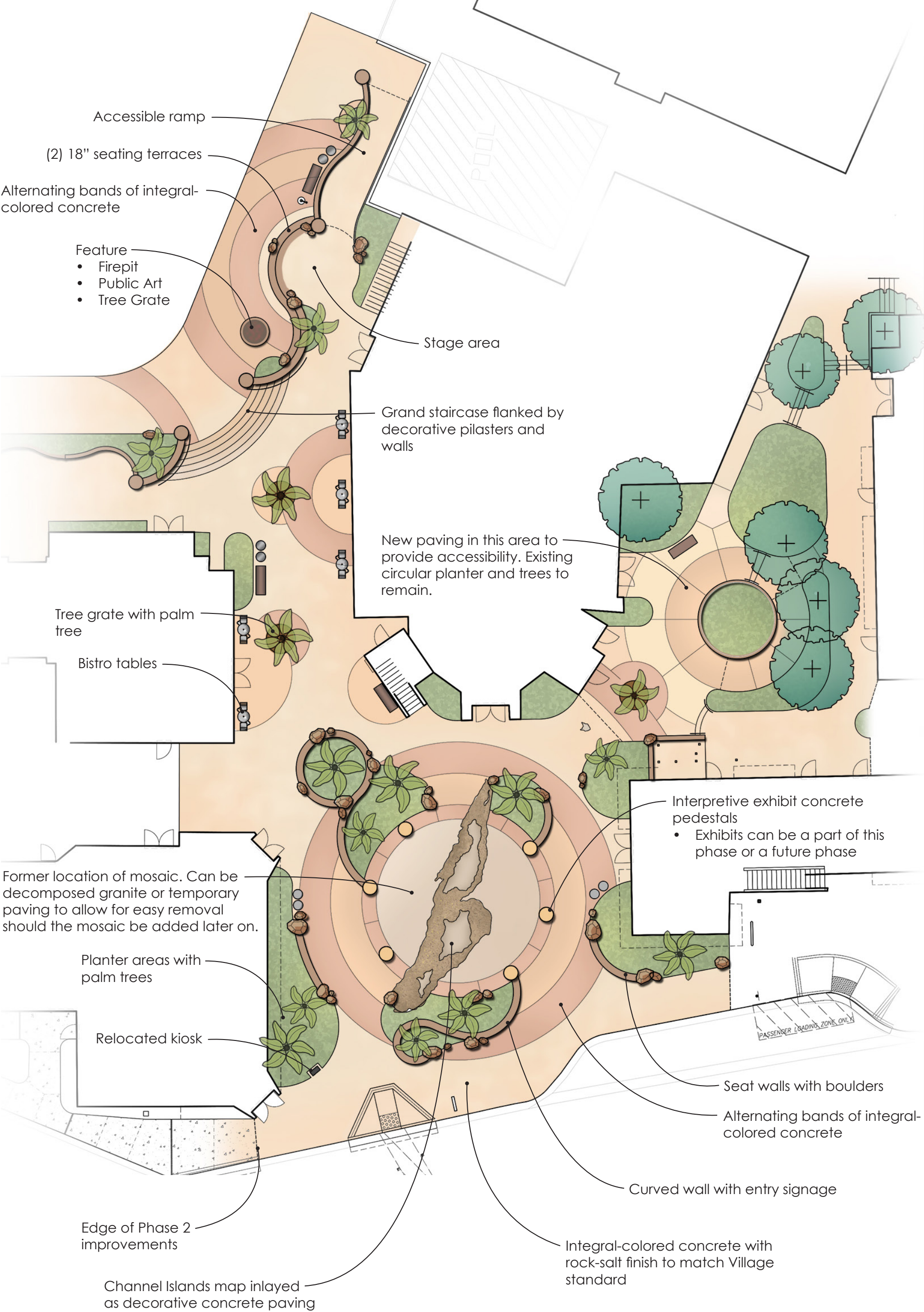
Brian Pendleton, Business Operations Manager
1603 Anchors Way, Ventura, CA 93001-4229
(805) 642-8538
bpendleton@venturaharbor.com

EXHIBITS

Exhibit 1 - District Parcel Map
Exhibit 2 - Phase 3 Enhancement Plan
Exhibit 3 - Donation and Indemnification Agreement

EXHIBIT 1





VENTURA HARBOR VILLAGE PHASE 3 PROPOSED IMPROVEMENTS

Donation and Indemnification Agreement

[“Mermaid Playing Cello” Statue]

This Donation and Indemnification Agreement (“Agreement”) is made, entered into and effective May 8, 2015, by and between Alec Benke, an individual (“Donor”) and VENTURA PORT DISTRICT, a California port district (“District”), with respect to the following facts:

RECITALS

- A. Donor owns that certain sculpture known as the “Mermaid Playing Cello,” as depicted on **Exhibit A** attached hereto and referenced herein as the “Artwork”;
- B. Donor desires to donate the Artwork to the District;
- C. Donor is willing to incur all costs necessary to install the Artwork at a location designated by the District; and
- D. Donor is willing to release his rights in the Artwork to the District and the District is willing to accept the donation, but only on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises, conditions and covenants set forth herein, the parties have mutually agreed to enter into this Agreement as follows:

AGREEMENT

1. **Gift.** Donor irrevocably gives, delivers, transfers, assigns, and licenses to the District all rights, title and interest in the Artwork, including but not limited to, any proprietary and moral rights Donor may have in the Artwork or in any additions or modifications made to the Artwork. Donor understands, acknowledges, and agrees that the Artwork shall become the property of the District of even date hereof. The Artwork is donated “as is” without warranty of any kind.

2. **Installation.** Donor shall pay all costs related to the installation of the Artwork on the Artwork Premises, as defined below, including but not limited to any additions or modifications made to the Artwork for purposes of providing a base or foundation to the Artwork. Prior to installation, Donor must submit design drawings, plans, and specifications of the proposed installation to the District’s General Manager for approval. Donor must obtain all required city, county, and state permits prior to the installation.

3. **Location.** The Artwork will be installed within the premises commonly referred to as Parcel 8 within District property, as identified on the site plan attached hereto as **Exhibit B** (“Artwork Premises”).

EXHIBIT 3

4. **Maintenance and Repair.** Upon completion of the installation, District will assume responsibility for any further maintenance and repair of the Artwork, as the District deems necessary in its sole and absolute discretion, and any costs incurred in connection therewith.

5. **Relocation/Modification.** Donor understands, acknowledges, and agrees that at some future time, it may be necessary to relocate the Artwork to accommodate future development in the Ventura Harbor where the Artwork is located. The District reserves the right to relocate, move, or transport the Artwork to another location as the District deems appropriate in its sole and absolute discretion. The District shall give due consideration to relocating the Artwork to a comparable location as the original Artwork Premises. The District further reserves the absolute right to change, modify, remove, destroy, or replace any additions or modifications made to the Artwork, in whole or in part, in District's sole discretion.

6. **Waiver and Release.** Donor and Donor's successors and assigns, forever release and discharge the District, its employees, agents, contractors, officers, and directors, from any and all claims, liens, judgments, settlements, orders, demands, actions, causes of action, suits, proceedings, hearings, charges, attorneys' fees, costs, damages, expenses, losses or liabilities (each a "Claim" and collectively the "Claims"), in law or in equity, of every kind and nature whatsoever, arising from, resulting from or relating to the Artwork, any additions or modifications made to the Artwork, the Artwork's installation or its replacement, removal, or relocation, including but not limited to any Claim under the Visual Artists Rights Act ("VARA"), 17 U.S.C. §§106A and 113(d), the California Art Preservation Act ("CAPA"), Cal. Civil Code §§987 and 989, and any other rights arising under federal or state law.

7. **Indemnification.** Donor shall indemnify and defend, through counsel of District's choosing, the District, its employees, agents, contractors, officers, and directors, against any and all Claims (as defined in Section 6, above), in law or in equity, of every kind or nature whatsoever, arising out of, resulting from, or relating to the Artwork, any additions or modifications made to the Artwork, the Artwork's installation or its replacement, removal, or relocation, including but not limited to any claim under the Visual Artists Rights Act ("VARA"), 17 U.S.C. §§106A and 113(d), the California Art Preservation Act ("CAPA"), Cal. Civil Code §§987 and 989, and any other rights arising under federal or state law, and Donor shall be responsible for payment of all reasonable attorneys' fees and expenses in connection therewith.

8. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any purposes shall be deemed to lie in Ventura County, California, and any action to enforce this Agreement for any remedies, damages or other relief shall be brought only in the courts of the State of California for the County of Ventura or in the United States District Court, Central District of California.

9. **Successors and Assigns.** This Agreement shall be binding on the parties to the Agreement, and on each of their heirs, executors, administrators, successors, and assigns.

10. **Severability.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

EXHIBIT 3

11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly approved and executed by each of the parties.

Executed at Ventura, California as of the dated set forth above.



ALEC BENKE
Donor

VENTURA PORT DISTRICT,
a California Port District



Oscar Peña,
General Manager

EXHIBIT 3

EXHIBIT A





EXHIBIT 3

