

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
SAGECREST PLANNING AND ENVIRONMENTAL, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10th day of October, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SAGECREST PLANNING AND ENVIRONMENTAL, LLC, a California limited liability company ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide planning services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$49,999.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through June 30, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually

rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including

exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Sagecrest Planning and Environmental, LLC
2400 E. Katella Ave., Suite 800
Anaheim, CA 92806
Tel: (714) 783-1863
Attn: Amy Vasquez

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5153
Attn: Willa Bouwens-Killeen

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms,

conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due

to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective

successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Amy Vazquez
Signature

Amy Vazquez, Principal
[Name and Title]

Date: *10/10/17*

[Redacted]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Thomas R. Hatch
Thomas Hatch
City Manager

Date: *10/20/17*

ATTEST:



Brenda Green
Brenda Green
City Clerk

APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

Date: 10/20/17

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 10/18/17

APPROVED AS TO CONTENT:

[Signature]
Willa Bouwens-Killeen
Project Manager

Date: 10.16.17

DEPARTMENTAL APPROVAL:

[Signature]
Barry Curtis, AICP
Economic and Development Services
Director

Date: 10.17.17

APPROVED AS TO PURCHASING:

[Signature]
Stephen Dunivent
Interim Finance Director

Date: 10-18-17

EXHIBIT A
CONSULTANT'S PROPOSAL



September 7, 2017

City of Costa Mesa
Attn: Silvia Kennerson
77 Fair Drive
Costa Mesa, CA 92626

Subject: City of Costa Mesa Contract Planning Services

Dear:

Thank you for the opportunity to provide contract planning services to the City of Costa Mesa. The team at Sagecrest Planning+Environmental (Sagecrest) has decades of experience providing planning and environmental services to communities throughout California. Our staff has expertise in discretionary case processing, preparation and review of specific plans and other planning documents, code compliance, project management, customer service and environmental analysis, documentation, and review. Furthermore, we are excited to provide you with a seamless transition with your current contract planner, Ray Pascua- Assocaite Planner (at the same billing rate).

Sagecrest delivers the highest level of service by providing proactive solutions, ongoing communication and dependable coordination. Our company is committed to adapting our services to your planning organization and complementing your services by becoming a member of your staff. Our staff is trained on the latest planning, zoning and environmental legislation and case law and is adept at using public counter permit tracking and GIS systems. The planners within our firm all began consulting after working in various planning positions for local municipalities. As contract planners, we provide cost-efficient solutions for interim staff vacancies, technical expertise for special projects, and management of fluctuating workloads.

With our corporate office headquartered in Anaheim, Sagecrest is a local Southern California based firm that focuses on Orange, San Diego and Los Angeles Counties. This allows us to ensure that we are able to meet the needs of our clients and are accessible at a moment's notice. We are accustomed to being proactive and anticipating the needs of our clients and recommending practical solutions to complex planning issues. In addition, due to our efficient structure, we can be more competitive on price while adhering to stringent budgets and schedules.

Sagecrest looks forward to your favorable review of our firm's proposal. If you require additional information or would like to further discuss our qualifications, please contact me directly at the phone numbers or email below.

Sincerely,

Amy Vazquez, Principal

Office: (714) 783-1863 x705

Mobile: (714) 914-5605

E-mail: avazquez@sagecrest.us

Website: www.sagecrest.us

1. Qualifications, Related Experience and References

Sagecrest is a full service, professional planning firm providing contract planning, land use, and environmental consulting to public agencies throughout California. Our team of Principals is comprised of professional planners who have worked in the public sector for 15 to 35 years. With considerable experience in Orange and Los Angeles Counties, the Sagecrest team has built strong working relationships with key staff, applicants and public officials. Our mission is to provide outstanding service at competitive rates to the clients and communities we serve while adding value and making a positive impression with each assignment. Because of our extensive experience and focus on providing planning staff to public agencies, Sagecrest is uniquely qualified to deliver high-quality on-call services. We have assembled an exceptional team of experienced planners. All of our staff has professional planning experience in the public sector, giving them a unique and thorough understanding of the processes and the challenges faced by planning departments. We employ highly qualified and experienced professionals whose skills, qualifications and previous responsibilities are a strong match to the needs of the City of Costa Mesa. We ensure this high level of quality by employing the following practices:

- Our clients have the opportunity to interview our staff before they are assigned.
- Our planners have experience working for public agencies prior to working with us, allowing them to integrate seamlessly into department operations.
- We know that our reputation is our most valuable asset. With that in mind we do not overcommit our staff and only accept work that our staff has the qualifications to perform.
- Our staff maintains ongoing professional development and we provide extensive training in project management, land use law, California Environmental Quality Act (CEQA), writing and public presentation skills.
- We are based in Anaheim and maintain regular office hours and are accessible and available whenever needed.
- We reliably meet departmental standards, including: deadlines, quality of work products, courtesy and accessibility, accuracy of reports and information given to the public, and responsiveness.
- We ensure we have a clear understanding of expectations and maintain consistent communication with our clients.
- We are committed to providing services that are cost effective while maintaining high standards of quality and productivity.

2. Project Approach

The following discussion addresses the various technical services we provide. Our goals are: to be responsive to the public at the counter and to our applicants during the processing of our assigned case files; to be thorough and comprehensive in the review of our assigned projects; to ensure compliance with all applicable codes and CEQA; to write detailed staff reports and findings for each entitlement; to assemble all attachments and required graphics; to prepare and deliver informative and succinct presentations at public meetings; and to maintain ongoing coordination and communication with other staff members, departments and agencies. In order to accomplish these goals, our on-call contract services may include but are not limited to the following tasks:

- 1. Review, analyze and evaluate discretionary case applications for consistency with City codes, policies and standards.**

We provide entitlement processing for general plan amendments, specific plans, reclassifications, CUPs, subdivision maps, variances and other discretionary and administrative applications.

We are skilled project managers and work with applicants to help them find solutions to meet the code and conform to the City's general plan. We provide excellent customer service and are responsive to the needs of both the applicant and the City. We clearly explain the planning process, timelines, the need for technical studies, revisions to the project, and coordinate with other departments to ensure a successful outcome.
- 2. Utilize City electronic and paper files to research previous and/or related cases.**

All of our team members are skilled at reviewing the City's historical files, GIS and permit tracking systems, zoning code and other data and files to respond to inquiries at the public counter and to research cases related to proposed projects.
- 3. Prepare environmental assessments, including, but not limited to, Initial Studies and Negative Declarations, as may be required by the California Environmental Quality Act (CEQA).**

Our professional planners are well versed in current environmental law and documentation. We are qualified to prepare and review the required CEQA documentation for discretionary projects. Our staff is thorough in our approach and prepares documents that are defensible and meet all local, State and Federal requirements. We can prepare Initial Studies, Notices of Preparation, Negative Declarations, MNDs, EIRs and Mitigation Monitoring and Reporting Programs, and various other necessary CEQA documents. We have managed many consultant teams preparing these documents and bring our project management skills to add value to this work as well. Finally, we have reviewed and commented on numerous CEQA documents from outside organizations and adjacent agencies. We review these documents to ensure the City's needs are represented and comments and concerns are raised early and monitored throughout the entire CEQA review process.

4. Route plans to various City departments; consolidate comments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.

Our firm specializes in providing effective and efficient on-call planning services to public agencies. This is our niche. We are experienced in project management which entails routing plans to various City departments; consolidating comments; resolving internal inconsistencies; and presenting recommendations and revisions to the applicant. We understand our clients are looking for professional staff that understand the work and step into the assignments immediately and keep projects on track. Our planners fit seamlessly into the organization and operate as an extension of staff and can integrate fully into a variety of environments to fit the style, communication, and approach to meet the specific character of the client city. Our firm is committed to providing great customer service to other city departments, applicants and the public.

5. Prepare screen check comments, letters to applicants, presentations and staff reports. All services to be performed using City-approved forms and report formats.

Our professional team has experience processing thousands of discretionary cases for many jurisdictions and has developed best practices to manage multiple projects deadlines, maintain responsiveness to applicants and the community, and prepare clear and concise staff reports and letters to applicants. We take time to thoroughly review each case to ensure we understand the history and the policies and procedures of the City. We draft our reports and make our recommendations with clear and accurate findings so appointed officials can easily come to a decision on a project.

6. Maintain communication with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants.

Sagecrest takes pride in our communication and customer service skills. We are very skilled at working with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. We understand the needs and concerns of various stakeholders and we possess the communication skills needed to serve these various participants in the process. We integrate ourselves as members of the staff and collaborate very well with city planners and other city employees. In addition, we quickly learn the frequently asked questions (i.e. business license, special events, building inspection requests, etc.) and we provide as much assistance as possible and help provide "one-stop- shopping" for questions and needs at the public counter.

7. Prepare notices for public meetings and hearings.

Our planners understand the importance of preparing timely, clear, concise and accurate public notices. We are experienced in preparing publications for the newspaper, posting on and/or near the project site and mailing notices to interested parties who may be affected by a proposed action.

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| <p>8. Attend community meetings and public hearings as required and present items using MS PowerPoint to the Planning Commission and/or City Council.</p> | <p>Our planners have solid presentation skills and have presented development applications and reports to city councils, commissions, and community groups. We are often commended for the ability our staff has to take complex issues and present them in a way that is clear and concise. We are passionate about working with stakeholders on projects to communicate the direction of the City early in the process so they understand what the goals are and how to be a part of the ultimate solution.</p> |
| <p>9. Review grading and building plans for consistency with discretionary approvals and environmental mitigation, if applicable.</p> | <p>Plan checking is completed in accordance with conditions of approval associated with each discretionary approval and applicable codes, ordinances and standards adopted by the City.</p> |
| <p>10. Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications.</p> | <p>Inspecting a project site to determine compliance with approved plans is a common practice for Sagecrest planners. We believe that site inspections are also critical for case processing. Our planners diligently conduct site visits when a project is assigned, before any recommendation or internal staff meetings and before all public hearings. We also understand the importance of ensuring that the project has been completed consistent with approved plans and conditions of approval, prior to granting final zoning approval.</p> |
| <p>11. Manage the project schedule in accordance with the City's adopted timelines.</p> | <p>We proactively manage our caseload to ensure that all projects stay on schedule and in accordance with the City's adopted timelines. We coordinate with various city departments for comments and build relationships with department representatives to ensure good communication and coordination is maintained throughout the life of each project. We understand the importance to applicants of maintaining established timelines.</p> |
| <p>12. Maintain and close electronic and paper files in accordance with City procedures.</p> | <p>We believe that proper records management and organization is crucial. Our planners have all worked for public agencies and understand the importance of working diligently to maintain the public record, proper publications, filing, indexing, and safekeeping of all proceedings of the Planning Commission and City Council. We have experience working with the City Clerk to ensure the public record is kept permanently and in a manner in which retrieval is efficient.</p> |

13. The City will be responsible for compiling reports into agenda packets for appropriate reviewing authorities. In addition, the City will provide legal services in the review of applications.

We understand this role of the city and our planners have experience working closely with clerical and city attorney staff to ensure that these tasks are completed in an efficient and timely manner.

14. Provide general administrative support services to the Planning Services Division, as directed.

We also provide experienced administrative services contract staff. Services include taking stenographic minutes of public hearings and/or transcribing minutes for official business meetings, ensuring that legal notices and hearing publications are prepared and posted in accordance with state law and city ordinances, and providing support services to city clerical staff.

3. Similar Assignments

The team at Sagecrest includes a collaboration of managing principals and staff who have extensive experience in performing work of a similar nature to that solicited in your request for planning services.

Assignment Description	Term	Location	Client Contact
On-Call Planning Services	July 2017-present	City of Santa Fe Springs	Wayne Morrell Director of Planning WayneMorrell@santafesprings.org (562) 868-0511
On-Call Planning Services	August 2017-present	City of Newport Beach	Jaime Murillo Senior Planner jmurillo@newportbeachca.gov (949) 644-3209
On-Call Planning Services	November 2016-present	City of San Clemente	Amber Gregg City Planner GreggA@san-clemente.org (949) 361-6184
On-Call Planning Services	May 2014-April 2017	City of Anaheim	Jonathan Borrego Planning Services Manager jborrego@anaheim.net (714) 765-5016
On-Call Planning Services	January 2015-November 2016	City of Riverside	Ted White City Planner twhite@riversideca.gov (951) 826-5108
CEQA and Planning Services	2012-2016*	City of Orange	Leslie Roseberry Community Development Director lroseberry@cityoflagunaniguel.org (949) 362-4323

*During this time, Leslie Roseberry was the Planning Manager at the City of Orange.

4. Sagecrest Project Team

Amy Vazquez

Principal/Contract Manager

Amy has been working with public agencies, developers and community members to create well-designed and sustainable communities since 1999. She has been involved in community outreach, project management and client relations. Amy takes pride in managing her team of planners who are skilled in working collaboratively with clients while providing professional insight and exceptional customer service. In addition, Amy has been working as a senior level contract planner in the City of Anaheim and the City of San Clemente. Amy's specialty is managing large scale development projects and expedited case processing. She was instrumental in helping launch the City of Anaheim's "35 Day Expedited CUP Process". She is also board member of the Orange Section of the American Planning Association (APA). Amy would be the contract manager for the City of Costa Mesa.

Joshua Haskins

Principal

Joshua has over 15 years of experience in planning, zoning, CEQA, and project management. He has prepared and managed General Plan Amendments, Zone Changes, Conditional Use Permits (CUPs), Variances, and CEQA/NEPA documents including Initial Studies, Mitigated Negative Declarations (MNDs), (Environmental Impact Reports (EIRs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs), for projects throughout southern California on behalf of federal, state, regional, and local agencies and private clients. Joshua is the lead Principal for all CEQA related client needs and document preparation.

In order to provide a seamless transition to Sagecrest, we will provide the same contract staff (at the City's current billing rates) for the following position:

- **Associate Planner- Ray Pascua**

5. Compensation

Classification/Title and Hourly Rates

Sagecrest will perform consulting services based on the following breakdown of classification of hourly rates for key personnel:

1. Planning Manager	\$140.00
2. Zoning Administrator	\$130.00
3. Principal Planner	\$120.00
4. Senior Planner	\$105.00
5. Associate Planner	\$90.00
6. Assistant Planner	\$70.00
7. Planning Technician	\$55.00
8. Minutes Clerk/Planning Administration	\$45.00