



Council Agenda Report

To: Mayor Stewart and the Honorable Members of the City Council

Prepared by: Maureen Tamuri, Interim Planning Director
Patricia Salazar, Development and Operations Manager

Reviewed by: Joseph D. Toney, Assistant City Manager

Approved by: Steve McClary, City Manager

Date prepared: October 14, 2024 Meeting date: October 28, 2024

Subject: Professional Services Agreements for Contract Planning Services

RECOMMENDED ACTION: 1) Authorize the Mayor to execute a professional services agreement with 4Leaf, Inc. for contract planning services; 2) Authorize the Mayor to execute a professional services agreement with Capstone City Planning for contract planning services; and 3) Authorize the Mayor to execute a professional services agreement with CSG Consultants, Inc. for contract planning services.

FISCAL IMPACT: No additional appropriation is required. Funding for these agreements is included in the Adopted Budget for FY 2024-25 in Account No. 101-2001-5100.00 (Planning Department – Professional Services).

WORK PLAN: This item supports day-to-day operations and priorities identified in the Adopted FY 2023-24 Strategic Priority Project List such as the 2021-2029 Housing Element, Accessory Dwelling Unit Ordinance, and the Malibu Community Labor Exchange Permanent Office. Staff continues to work on ongoing projects and normal business while the FY 2024-25 Strategic Priority Plan is finalized.

DISCUSSION: The Planning Department utilizes contract planners to augment staffing levels to aid in the processing of current planning development applications, long-range planning efforts, and inter-agency projects. For FY 2024-25, the City Council approved \$1,570,000 for Planning Professional Services for a variety of services. The table below shows approximate amounts for each type of service. Attachment 1 includes a detailed breakdown of the professional services budget for this fiscal year.

Table 1 – Planning Professional Services by Category

Category	Budget
Other Services	\$285,000
Long Range Planning	\$425,000
Current Planning	\$860,000
	\$1,570,000

In addition, to the Planning Professional Services, the City Council approved \$300,000 for a dedicated Woolsey Fire rebuild contract planner in a separate account. However, it is important to note that all planners, including contract planners, work on fire rebuild applications.

The existing agreements for contract planning services provide for 12 to 14 contract planners, the equivalent of 4.0 full-time employees, with differing levels of experience from former planning directors to associate planners. Contract planners assist the Department in processing approximately 120 planning applications and managing the Department's digital submittals.

During the process of adopting the FY 2024-25 Budget, it was anticipated that vacancies would continue to be filled, and contract planners would be assisting staff with long-range planning projects and the backlog of planning projects due to staffing turnover. At the time this report was prepared, the Planning Department has 9 planner vacancies, which includes the recent resignations from the Planning Director and Assistant Planning Director. As such, the Department issued an RFP for contract planning services.

In the most recent RFP, staff decided that it would be more efficient to obtain planners with more experience. As a result, the RFP requested contract planning services at the senior planner or higher level and to obtain a planner to manage digital submittals.

In order to obtain the most qualified firms, the RFP was advertised to planning professional associations in addition to the City's website. The City received 15 proposals¹ and is currently interviewing candidates and negotiating agreements. As agreements are negotiated, staff will present agreements for the Council's consideration.

To date, based on the response to the RFP, interviews, and qualifications, staff recommends the Mayor execute two-year professional services agreements with 4Leaf, Inc, Capstone City Planning, and CSG Consultants, Inc.

¹ Responding firms: 4LEAF, Capstone Planning, California Coastal Works, Casswell Consulting, City Advisors, Civic Solutions, Inc., CSG Consultants, Interwest, Joyce Parker-Bozylinski, JLee Engineering, Inc, Michael Baker International, MNS Engineering, Premium Planning Solutions, RFM Land Use Consulting, Rincon Consultants, and The Code Group.

Tracking Progress

In 2022, the City Council increased the Planning Professional Services budget by \$900,000, totaling \$1.5 million. This infusion of funds for contract planners made a significant impact on the Department's ability to complete the Council Strategic Priority Project List, improve the development process, increase the level of customer service, improve staff's response times, and lower the caseload per planner.

As part of the FY 2024-25 budget hearings, staff reported that with the assistance of contract planners, the Department was able to complete the Strategic Priority Project List adopted by the Council including the Permanent Skate Park coastal development permit, ADU Ordinance, Malibu Middle and High School Specific Plan, and significant progress on the Wireless Ordinance Update, Temporary Use Permit Ordinance, Housing Element, and Dark Sky Ordinance.

Also, in 2022, staff reported that the average caseload per planner was 57 cases. Today, the caseload has been reduced to 35 cases per planner, thanks in large part to the addition of contract planning resources. This Department workload is in addition to staffing the public counter, the planning hotline, email inquiries, Planning Commission and City Council attendance, assigned programs and required City and Department training. The Department also supports the planning efforts of other Departments, as well as long-range planning activities and programs.

In March 2023, the Department implemented performance metrics. To date, staff has met 4 of the 9 performance metrics. Most significant is the progress made for Metric 1 (first review within 30 days of the date of application). In 2023, only 35% of applications received a response within 30 days, as of today, staff has met the target at 75% of applications.

In addition, staff reported on efforts to improve the development review process including the implementation of the Development Portal. Since the launch of the portal in April 2024, planning staff has received over 700 new and revised application submittals, totaling over 3,200 documents. This work is handled by a contract planning technician. This has allowed the City planners to focus on processing applications.

Lastly, lowering the number of applications per planner has enabled the Department to offer Associate Planner consultations at the public counter twice per week.

CONCLUSION: Staff recommends the Mayor authorize these agreements to continue the level of service provided while recruitment for full-time planners continues.

ATTACHMENTS:

1. Planning Department Consultant Budget
2. Professional Services Agreement with 4Leaf, Inc.
3. Professional Services Agreement with Capstone City Planning
4. Professional Services Agreement with CSG Consultants, Inc.
5. Responses to RFP

Planning Consultant Budget

Planning Professional Services	Cateogry of Services	Total Budget for FY 24-25
CDBG-R Multifamily Housing Program	Other	\$ 75,000.00
LEAP - ADU Outreach (Web design and workshop)	Other	\$ -
LEAP - Intra-Department Workflow	Other	\$ 4,134.00
New - WC Hearing Officer	Other	\$ 3,000.00
Misc Services (Cotton Shires)	Other	\$ 10,000.00
City Arborist	Other	\$ 5,000.00
Database Maintenance	Other	\$ 30,000.00
City Biologist- Non-reimbursable reviews	Other	\$ 6,000.00
Jlee Engineering	Other	37,060.00
Premium Planning Solutions	Other	\$ 112,460.00
Capstone - Housing Element Code Amendments	Long-Range Planning	\$ 78,218.00
Rincon - Housing Element	Long-Range Planning	70,908.00
Joyce Parker-Bozylinski	Long-Range Planning	\$ 100,000.00
California CW	Long-Range Planning	\$ 176,000.00
Capstone - Contract Planning Services	Current Planning	\$ 107,000.00
Casswell Consulting	Current Planning	\$ 175,000.00
Civic Solutions	Current Planning	\$ 215,000.00
CSG Consultants	Current Planning	\$ 175,000.00
4LEAF	Current Planning	\$ 115,200.00
Other Contract Planner - TBD	Current Planning	\$ 75,020.00
*Provided current and long-range planning servies		
	Other Services	\$ 282,654.00
	Long Range Planning	\$ 425,126.00
	Current Planning Projects	\$ 862,220.00
	TOTAL BUDGET	\$ 1,570,000.00

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of October 28, 2024 by and between the City of Malibu (hereinafter referred to as the "City"), and 4Leaf, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating contract planning services.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on October 28, 2024, and will remain in effect for a period of two years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall not exceed \$950,000 for the term of the agreement, except for work performed under an Applicant Deposit (as more particularly described in Section 4.2). No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by the City's fee schedule or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B which is incorporated herein.

6.5 Indemnification.
To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

6.5.1. Duty to defend:

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorneys' fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to

any reimbursement of defense costs including but not limited to attorneys' fees, expert fees, and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 92675
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Michael Renner
Chief Business Officer
4Leaf, Inc.
4440 Von Karman Avenue
Suite 330
Newport Beach, CA 92660
TEL (949) 877-5959
mrenner@4Leafinc.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS.

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply

with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

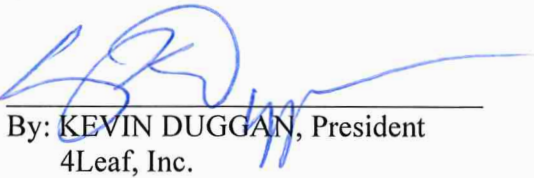
City Initials

Consultant Initials

This Agreement is executed on _____, at Malibu, California, and effective as of October 28, 2024.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CONSULTANT:


By: KEVIN DUGGAN, President
4Leaf, Inc.

CITY OF MALIBU:

DOUG STEWART, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

EXHIBIT A
SCOPE OF WORK

SECTION 1 - SCOPE OF WORK

PART A – CURRENT PLANNING SERVICES

The Consultant shall perform professional municipal planning case management services at the Project Manager / Principal Planner level for applicant-initiated applications as assigned by the Planning Department to include the following services: conformance reviews, discretionary case processing, project management, staff report preparation, CEQA documentation, review of conditions of approval, and attendance at required meetings for the Environmental Review Board (ERB), Planning Commission, and City Council. As part of this work, the selected consultant shall:

- Demonstrate expertise similar to a Project Manager / Principal Planner in municipal planning case management.
- Review applications for complex residential and commercial development; evaluate alternatives and conformance with the City's General Plan, Municipal Code, Local Coastal Program, and State laws; and prepare recommendations for action by City staff, elected or appointed officials.
- Process coastal development permits (CDP), administrative plan reviews (APR), site plan reviews (SPR), minor modifications, variances, conditional use permits, subdivisions, parcel maps, and other entitlements as assigned.
- Confer with and provide information to property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications and codes; explain codes, requirements and procedures, and evaluates alternatives.
- Coordinate with outside agencies and City departments involved as part of the development review process.
- Conduct final planning inspections, story pole visits, and other site visits as necessary.
- Review applications and projects for compliance with CEQA.
- Make presentations to the Planning Commission, City Council, and various committees and commissions, and attend evening meetings as required.
- Prepare staff reports, resolutions, and ordinances for the Planning Commission, Environmental Review Board, and City Council.
- May be requested to work on long-range planning projects.
- Demonstrate an area of expertise with regulatory documents similar to those used by the City of Malibu Planning Department:
 - City of Malibu Local Coastal Program
 - City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)
 - City of Malibu General Plan
 - City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Overlay Districts, etc.
 - Coastal Act
 - CEQA Guidelines
 - Subdivision Map Act
 - Permit Streamlining Act
- Prepare documentation, in a form prescribed by the City, normally associated with case processing.
 - Incomplete/Complete Letters processed within 30 calendar days of project submittal (target goal)
 - Noticing Requirements for CDPs shall be processed before applications are deemed complete
 - Notice of Decisions for APR/SPRs shall be processed no sooner than 21 days no later than 30 calendar days from the date of the issuance of the Notice of Application
 - Ensure that Planning fees are paid and included in incomplete letters
 - Staff reports for the Planning Commission, Environmental Review Board, and City Council shall be submitted to staff in final form including attachments, resolutions, and

ordinances, if applicable. This includes thorough editing and proofreading and preparation of exhibits prior to submittal to staff for review.

- Update Planning long range agenda and keep abreast of pertinent deadlines.
 - The Development Database shall be maintained. All project milestones shall be entered as they are performed. The Note section shall reflect current status of the project and all communications with applicants, owners, appellants, and interested parties.
 - Attend Planning Department staff meetings only upon the request by the Planning Director or his/her designee
 - Attend trainings as requested by the Planning Director or his/her designee
 - Stay abreast of new City and/or departmental policies and procedures as provided in emails, meetings, etc.
 - Provide other services as requested by the Planning Director
 - Review Conditions of Approval prior to final planning approval
 - Stamp plans at appropriate review stages and conform plans accurately to reflect project approval
- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.

PART B – OTHER

- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.
- Response Turnaround Times: Respond within one (1) business day to questions from City staff and members of the public Record Keeping: Maintain proper record keeping. Files shall be organized, up to date, and ready for public review at all times including digital records. All records shall be date-stamped and properly identified. City records, including planning files, shall not be removed from City Hall without authorization. In addition, the Development Database shall be maintained with all project milestones and reflect current status.
- Meetings: Meetings with applicants and members of the public shall be held in City Hall or on the project site (e.g., onsite visits). In an effort to create a perception of unbiased level of customer service, socializing with applicants is strongly discouraged.
- Demonstrate knowledge of computer applications including Microsoft Office Word, Excel, PowerPoint, Access, Teams, and GIS.

SECTION 2 - SCHEDULE OF FEES

This section describes the rates and general payment terms for the services described in this Scope of Work.

1. AGREEMENT

Scope of Work	Amount
Woolsey Fire Rebuild Contract Planning Services	\$600,000 Not to exceed \$25,000 per month
General Planning Services	\$350,000 Not to exceed \$14,400 per month

*Amounts allocated for Scope of Work are general guidelines and may be changed by the Planning Director or his/her designee.

*Not-to-exceed amounts are general guidelines to maintain services throughout the term of the agreement.

2. FEE

Consultant will perform the services on an hourly basis, in accordance with Schedule 1 below. The Not to Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described in Section 2 below. An itemized invoice of specific tasks shall be provided on invoices.

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel, and office expenses.

COST PROPOSAL FOR THE CITY OF MALIBU

Planning

Housing Policy Director	\$235/hour
Planning Director	\$215/hour
Principal/Planning Manager	\$180/hour
Environmental Planner	\$170/hour
Senior Planner	\$160/hour
Associate Planner	\$140/hour
Assistant Planner	\$120/hour
Planning Technician	\$103/hour

Project Management

Project Manager	\$195/hour
Principal-in-Charge	\$285/hour

Prior to commencing work for the City of Malibu by any consultant staff members, authorization must be granted by the Planning Director or his/her designee.

2. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Planning Director. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

3. NON-BILLABLE ADMINISTRATIVE OVERHEAD

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable, and are therefore, considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract or additional services.
- Travel time to and from the City of Malibu (not related to Scope of Work).
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

EXHIBIT B INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrence of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and

shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements

sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

SECTION 1 - SCOPE OF WORK

PART A – CURRENT PLANNING SERVICES

The Consultant shall perform professional municipal planning case management services at the Project Manager / Principal Planner level for applicant-initiated applications as assigned by the Planning Department to include the following services: conformance reviews, discretionary case processing, project management, staff report preparation, CEQA documentation, review of conditions of approval, and attendance at required meetings for the Environmental Review Board (ERB), Planning Commission, and City Council. As part of this work, the selected consultant shall:

- Demonstrate expertise similar to a Project Manager / Principal Planner in municipal planning case management.
- Review applications for complex residential and commercial development; evaluate alternatives and conformance with the City's General Plan, Municipal Code, Local Coastal Program, and State laws; and prepare recommendations for action by City staff, elected or appointed officials.
- Process coastal development permits (CDP), administrative plan reviews (APR), site plan reviews (SPR), minor modifications, variances, conditional use permits, subdivisions, parcel maps, and other entitlements as assigned.
- Confer with and provide information to property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications and codes; explain codes, requirements and procedures, and evaluates alternatives.
- Coordinate with outside agencies and City departments involved as part of the development review process.
- Conduct final planning inspections, story pole visits, and other site visits as necessary.
- Review applications and projects for compliance with CEQA.
- Make presentations to the Planning Commission, City Council, and various committees and commissions, and attend evening meetings as required.
- Prepare staff reports, resolutions, and ordinances for the Planning Commission, Environmental Review Board, and City Council.
- May be requested to work on long-range planning projects.
- Demonstrate an area of expertise with regulatory documents similar to those used by the City of Malibu Planning Department:
 - City of Malibu Local Coastal Program
 - City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)
 - City of Malibu General Plan
 - City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Overlay Districts, etc.
 - Coastal Act
 - CEQA Guidelines
 - Subdivision Map Act
 - Permit Streamlining Act
- Prepare documentation, in a form prescribed by the City, normally associated with case processing.
 - Incomplete/Complete Letters processed within 30 calendar days of project submittal (target goal)
 - Noticing Requirements for CDPs shall be processed before applications are deemed complete
 - Notice of Decisions for APR/SPRs shall be processed no sooner than 21 days no later than 30 calendar days from the date of the issuance of the Notice of Application
 - Ensure that Planning fees are paid and included in incomplete letters
 - Staff reports for the Planning Commission, Environmental Review Board, and City Council shall be submitted to staff in final form including attachments, resolutions, and

ordinances, if applicable. This includes thorough editing and proofreading and preparation of exhibits prior to submittal to staff for review.

- Update Planning long range agenda and keep abreast of pertinent deadlines.
 - The Development Database shall be maintained. All project milestones shall be entered as they are performed. The Note section shall reflect current status of the project and all communications with applicants, owners, appellants, and interested parties.
 - Attend Planning Department staff meetings only upon the request by the Planning Director or his/her designee
 - Attend trainings as requested by the Planning Director or his/her designee
 - Stay abreast of new City and/or departmental policies and procedures as provided in emails, meetings, etc.
 - Provide other services as requested by the Planning Director
 - Review Conditions of Approval prior to final planning approval
 - Stamp plans at appropriate review stages and conform plans accurately to reflect project approval
- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.

PART B – OTHER

- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.
- Response Turnaround Times: Respond within one (1) business day to questions from City staff and members of the public Record Keeping: Maintain proper record keeping. Files shall be organized, up to date, and ready for public review at all times including digital records. All records shall be date-stamped and properly identified. City records, including planning files, shall not be removed from City Hall without authorization. In addition, the Development Database shall be maintained with all project milestones and reflect current status.
- Meetings: Meetings with applicants and members of the public shall be held in City Hall or on the project site (e.g., onsite visits). In an effort to create a perception of unbiased level of customer service, socializing with applicants is strongly discouraged.
- Demonstrate knowledge of computer applications including Microsoft Office Word, Excel, PowerPoint, Access, Teams, and GIS.

SECTION 2 - SCHEDULE OF FEES

This section describes the rates and general payment terms for the services described in this Scope of Work.

1. AGREEMENT

Scope of Work	Amount
Woolsey Fire Rebuild Contract Planning Services	\$600,000 Not to exceed \$25,000 per month
General Planning Services	\$350,000 Not to exceed \$14,400 per month

*Amounts allocated for Scope of Work are general guidelines and may be changed by the Planning Director or his/her designee.

*Not-to-exceed amounts are general guidelines to maintain services throughout the term of the agreement.

2. FEE

Consultant will perform the services on an hourly basis, in accordance with Schedule 1 below. The Not to Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described in Section 2 below. An itemized invoice of specific tasks shall be provided on invoices.

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel, and office expenses.

COST PROPOSAL **FOR THE CITY OF MALIBU**

Planning

Housing Policy Director	\$235/hour
Planning Director	\$215/hour
Principal/Planning Manager	\$180/hour
Environmental Planner.....	\$170/hour
Senior Planner	\$160/hour
Associate Planner	\$140/hour
Assistant Planner	\$120/hour
Planning Technician.....	\$103/hour

Project Management

Project Manager	\$195/hour
Principal-in-Charge	\$285/hour

After execution of the agreement, the City will submit a Notice to Proceed to the Consultant which will include an agreed upon Not to Exceed Per Month amount. This amount shall not be exceeded without the express permission of the Planning Director or his or her designee.

Prior to commencing work for the City of Malibu by any consultant staff members, authorization must be granted by the Planning Director or his/her designee.

2. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Planning Director. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

3. NON-BILLABLE ADMINISTRATIVE OVERHEAD

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable, and are therefore, considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract or additional services.
- Travel time to and from the City of Malibu (not related to Scope of Work).
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of October 28, 2024 by and between the City of Malibu (hereinafter referred to as the "City"), and Capstone City Planning hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating contract planning services.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on October 28, 2024, and will remain in effect for a period of two years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall not exceed \$200,000 for the term of the agreement, except for work performed under an Applicant Deposit (as more particularly described in Section 4.2). No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by the City's fee schedule or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice from Consultant regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to immediately terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B which is incorporated herein.

6.5 Indemnification.
To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys’ fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant’s duty to indemnify and hold harmless City shall not extend to the City’s sole or active negligence or willful misconduct.

6.5.1. Duty to defend:
In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant’s cost or at City’s option, to reimburse City for its costs of defense, including reasonable attorneys’ fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant’s negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys’ fees, expert fees, and

costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Allison Cook
Owner/Principal
Capstone City Planning
253 Camino Toluca
Camarillo, CA 93010
TEL: (805) 415-1991
EMAIL:
Capstonecityplan@gmail.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS.

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges

his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials AC

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This Agreement is executed on _____, at Malibu, California, and effective as of October 28, 2024.

CONSULTANT:

Allison Cook

By: ALLISON COOK, Owner/Principal
Capstone City Planning

CITY OF MALIBU:

DOUG STEWART, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

EXHIBIT A
SCOPE OF WORK

SECTION 1 - SCOPE OF WORK

PART A – CURRENT PLANNING SERVICES

The Consultant shall perform professional municipal planning case management services at the Project Manager / Principal Planner level for applicant-initiated applications as assigned by the Planning Department to include the following services: conformance reviews, discretionary case processing, project management, staff report preparation, CEQA documentation, review of conditions of approval, and attendance at required meetings for the Environmental Review Board (ERB), Planning Commission, and City Council. As part of this work, the selected consultant shall:

- Demonstrate expertise similar to a Project Manager / Principal Planner in municipal planning case management.
- Review applications for complex residential and commercial development; evaluate alternatives and conformance with the City's General Plan, Municipal Code, Local Coastal Program, and State laws; and prepare recommendations for action by City staff, elected or appointed officials.
- Process coastal development permits (CDP), administrative plan reviews (APR), site plan reviews (SPR), minor modifications, variances, conditional use permits, subdivisions, parcel maps, and other entitlements as assigned.
- Confer with and provide information to property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications and codes; explain codes, requirements and procedures, and evaluates alternatives.
- Coordinate with outside agencies and City departments involved as part of the development review process.
- Conduct final planning inspections, story pole visits, and other site visits as necessary.
- Review applications and projects for compliance with CEQA.
- Make presentations to the Planning Commission, City Council, and various committees and commissions, and attend evening meetings as required.
- Prepare staff reports, resolutions, and ordinances for the Planning Commission, Environmental Review Board, and City Council.
- May be requested to work on long-range planning projects.
- Demonstrate an area of expertise with regulatory documents similar to those used by the City of Malibu Planning Department:
 - City of Malibu Local Coastal Program
 - City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)
 - City of Malibu General Plan
 - City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Overlay Districts, etc.
 - Coastal Act
 - CEQA Guidelines
 - Subdivision Map Act
 - Permit Streamlining Act
- Prepare documentation, in a form prescribed by the City, normally associated with case processing.
 - Incomplete/Complete Letters processed within 30 calendar days of project submittal (target goal)
 - Noticing Requirements for CDPs shall be processed before applications are deemed complete
 - Notice of Decisions for APR/SPRs shall be processed no sooner than 21 days no later than 30 calendar days from the date of the issuance of the Notice of Application
 - Ensure that Planning fees are paid and included in incomplete letters
 - Staff reports for the Planning Commission, Environmental Review Board, and City Council shall be submitted to staff in final form including attachments, resolutions, and

ordinances, if applicable. This includes thorough editing and proofreading and preparation of exhibits prior to submittal to staff for review.

- Update Planning long range agenda and keep abreast of pertinent deadlines.
 - The Development Database shall be maintained. All project milestones shall be entered as they are performed. The Note section shall reflect current status of the project and all communications with applicants, owners, appellants, and interested parties.
 - Attend Planning Department staff meetings only upon the request by the Planning Director or his/her designee
 - Attend trainings as requested by the Planning Director or his/her designee
 - Stay abreast of new City and/or departmental policies and procedures as provided in emails, meetings, etc.
 - Provide other services as requested by the Planning Director
 - Review Conditions of Approval prior to final planning approval
 - Stamp plans at appropriate review stages and conform plans accurately to reflect project approval
- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.

PART B – OTHER

- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.
- Response Turnaround Times: Respond within one (1) business day to questions from City staff and members of the public Record Keeping: Maintain proper record keeping. Files shall be organized, up to date, and ready for public review at all times including digital records. All records shall be date-stamped and properly identified. City records, including planning files, shall not be removed from City Hall without authorization. In addition, the Development Database shall be maintained with all project milestones and reflect current status.
- Meetings: Meetings with applicants and members of the public shall be held in City Hall or on the project site (e.g., onsite visits). In an effort to create a perception of unbiased level of customer service, socializing with applicants is strongly discouraged.
- Demonstrate knowledge of computer applications including Microsoft Office Word, Excel, PowerPoint, Access, Teams, and GIS.

SECTION 2 - SCHEDULE OF FEES

This section describes the rates and general payment terms for the services described in this Scope of Work.

1. FEE

Consultant will perform the services on an hourly basis, in accordance with Schedule 1 below. The Not to Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described in Section 2 below. An itemized invoice of specific tasks shall be provided on invoices.

Schedule 1 – Hourly Rate

Allison Cook, Principal	\$165/hr (consultant rate)
-------------------------	----------------------------

Not-to-Exceed Monthly amount: \$8,000

*Not-to-exceed amount is a general guideline to maintain services throughout the term of the agreement.

This agreement is for a sole proprietor and as such no employees are authorized to conduct work under this agreement. Should the Consultant desire to add employees, an amendment to the agreement is required.

After execution of the agreement, the City will submit a Notice to Proceed to the Consultant which will include an agreed upon Not to Exceed Per Month amount. This amount shall not be exceeded without the express permission of the Planning Director or his or her designee.

2. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Planning Director. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

3. NON-BILLABLE ADMINISTRATIVE OVERHEAD

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable, and are therefore, considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract or additional services.
- Travel time to and from the City of Malibu (not related to Scope of Work).
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

EXHIBIT B

INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and

umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of October 28, 2024 by and between the City of Malibu (hereinafter referred to as the "City"), and CSG Consultants, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating contract planning services.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on October 28, 2024, and will remain in effect for a period of two years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall not exceed \$300,000 for the term of the agreement, except for work performed under an Applicant Deposit (as more particularly described in Section 4.2). No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by the City's fee schedule or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B which is incorporated herein.

6.5 Indemnification.
To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

6.5.1. Duty to defend:

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorneys' fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to

any reimbursement of defense costs including but not limited to attorneys' fees, expert fees, and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Ethan Edwards
Vice President,
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
TEL (714) 568-1010
EMAIL ethane@csgengr.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS.

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder,

the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

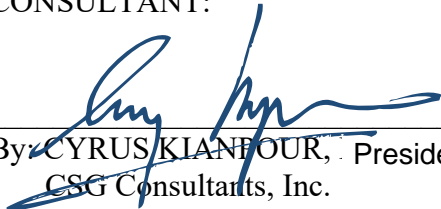
City Initials _____

Consultant Initials CK

This Agreement is executed on _____, at Malibu, California, and effective as of October 28, 2024.

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CONSULTANT:


By: CYRUS KIANFOUR, President
CSG Consultants, Inc.

CITY OF MALIBU:

DOUG STEWART, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

EXHIBIT A
SCOPE OF WORK

SECTION 1 - SCOPE OF WORK

PART A – CURRENT PLANNING SERVICES

The Consultant shall perform professional municipal planning case management services at the Project Manager / Principal Planner level for applicant-initiated applications as assigned by the Planning Department to include the following services: conformance reviews, discretionary case processing, project management, staff report preparation, CEQA documentation, review of conditions of approval, and attendance at required meetings for the Environmental Review Board (ERB), Planning Commission, and City Council. As part of this work, the selected consultant shall:

- Demonstrate expertise similar to a Project Manager / Principal Planner in municipal planning case management.
- Review applications for complex residential and commercial development; evaluate alternatives and conformance with the City's General Plan, Municipal Code, Local Coastal Program, and State laws; and prepare recommendations for action by City staff, elected or appointed officials.
- Process coastal development permits (CDP), administrative plan reviews (APR), site plan reviews (SPR), minor modifications, variances, conditional use permits, subdivisions, parcel maps, and other entitlements as assigned.
- Confer with and provide information to property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications and codes; explain codes, requirements and procedures, and evaluates alternatives.
- Coordinate with outside agencies and City departments involved as part of the development review process.
- Conduct final planning inspections, story pole visits, and other site visits as necessary.
- Review applications and projects for compliance with CEQA.
- Make presentations to the Planning Commission, City Council, and various committees and commissions, and attend evening meetings as required.
- Prepare staff reports, resolutions, and ordinances for the Planning Commission, Environmental Review Board, and City Council.
- May be requested to work on long-range planning projects.
- Demonstrate an area of expertise with regulatory documents similar to those used by the City of Malibu Planning Department:
 - City of Malibu Local Coastal Program
 - City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)
 - City of Malibu General Plan
 - City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Overlay Districts, etc.
 - Coastal Act
 - CEQA Guidelines
 - Subdivision Map Act
 - Permit Streamlining Act
- Prepare documentation, in a form prescribed by the City, normally associated with case processing.
 - Incomplete/Complete Letters processed within 30 calendar days of project submittal (target goal)
 - Noticing Requirements for CDPs shall be processed before applications are deemed complete
 - Notice of Decisions for APR/SPRs shall be processed no sooner than 21 days no later than 30 calendar days from the date of the issuance of the Notice of Application
 - Ensure that Planning fees are paid and included in incomplete letters
 - Staff reports for the Planning Commission, Environmental Review Board, and City Council shall be submitted to staff in final form including attachments, resolutions, and

ordinances, if applicable. This includes thorough editing and proofreading and preparation of exhibits prior to submittal to staff for review.

- Update Planning long range agenda and keep abreast of pertinent deadlines.
 - The Development Database shall be maintained. All project milestones shall be entered as they are performed. The Note section shall reflect current status of the project and all communications with applicants, owners, appellants, and interested parties.
 - Attend Planning Department staff meetings only upon the request by the Planning Director or his/her designee
 - Attend trainings as requested by the Planning Director or his/her designee
 - Stay abreast of new City and/or departmental policies and procedures as provided in emails, meetings, etc.
 - Provide other services as requested by the Planning Director
 - Review Conditions of Approval prior to final planning approval
 - Stamp plans at appropriate review stages and conform plans accurately to reflect project approval
- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.

PART B – OTHER

- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.
- Response Turnaround Times: Respond within one (1) business day to questions from City staff and members of the public Record Keeping: Maintain proper record keeping. Files shall be organized, up to date, and ready for public review at all times including digital records. All records shall be date-stamped and properly identified. City records, including planning files, shall not be removed from City Hall without authorization. In addition, the Development Database shall be maintained with all project milestones and reflect current status.
- Meetings: Meetings with applicants and members of the public shall be held in City Hall or on the project site (e.g., onsite visits). In an effort to create a perception of unbiased level of customer service, socializing with applicants is strongly discouraged.
- Demonstrate knowledge of computer applications including Microsoft Office Word, Excel, PowerPoint, Access, Teams, and GIS.

SECTION 2 - SCHEDULE OF FEES

This section describes the rates and general payment terms for the services described in this Scope of Work.

1. FEE

Consultant will perform the services on an hourly basis, in accordance with Schedule 1 below. The Not to Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described in Section 2 below. An itemized invoice of specific tasks shall be provided on invoices.

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel, and office expenses.

HOURLY RATE SCHEDULE

CSG's fee schedule for Planning personnel is provided in the table below.

PERSONNEL / ROLE	HOURLY RATE
GIS Technician	\$133
GIS Analyst	\$145
GIS Manager	\$192
Planning Technician	\$125
Planning Technician	\$125
Assistant Planner	\$145
Associate Planner	\$166
Senior Planner	\$182
Principal Planner	\$197
Planning Manager	\$223
Planning Director	\$239
Assistant Environmental Planner	\$151
Associate Environmental Planner	\$171
Senior Environmental Planner	\$187
Environmental Director	\$223
Sustainability Programs Analyst	\$156
Sustainability Programs Manager	\$208
Principal-in-Charge	\$244

*Not-to-exceed monthly: \$12,375

The not-to-exceed amount is a general guideline to maintain services throughout the term of the agreement.

Prior to commencing work for the City of Malibu by any consultant staff members, authorization must be granted by the Planning Director or his/her designee.

2. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Planning Director. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

3. NON-BILLABLE ADMINISTRATIVE OVERHEAD

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable, and are therefore, considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract or additional services.
- Travel time to and from the City of Malibu (not related to Scope of Work).
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

EXHIBIT B INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrence of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and

shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements

sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

PROPOSAL TO PROVIDE
CONTRACT PLANNING
SERVICES

TO THE
CITY OF MALIBU



4LEAF, INC.
4440 VON KARMAN AVE, SUITE 300
NEWPORT BEACH, CA 92660
(949) 877-9432

JULY 8, 2024

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4LEAF, INC.

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PROPOSAL TO PROVIDE
CONTRACT PLANNING SERVICES
TO THE
CITY OF MALIBU

SECTION 1

COVER LETTER



4LEAF, INC.



City of Malibu
Planning Department
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: Patricia Salazar,
Development & Operations Manager

July 8, 2024

RE: Proposal to Provide Contract Planning Services

Dear Ms. Salazar,

4LEAF, Inc. (4LEAF), a California “C” Corporation, is pleased to present our proposal to provide Contract Planning Services to the City of Malibu (City). 4LEAF is a full-service firm and we have been providing professional consulting services to over 350+ clients throughout California for more than 23 years. We expand our services organically as industry and client needs fluctuate and have built a qualified Planning team capable of providing strong, experienced, and professional Planning and Environmental services that will excel in meeting the City’s Planning needs. 4LEAF is the ideal firm of choice for the following reasons:

☑ Familiar & Local Consultant

4LEAF is currently work with the City of Malibu’s Planning Department and other local clients, providing a full range of services from our regional office in the City of Newport Beach. Our personnel are already exceedingly familiar with local codes, standards, and ordinances, and we have the local personnel available to service the City’s project and staffing needs. 4LEAF is supplying similar services to clients throughout Southern California, including, but not limited to:

- | | | |
|-------------------------|-------------------------|-------------------------|
| • City of Laguna Beach | • City of Moreno Valley | • City of Ventura |
| • City of Santa Clarita | • City of Culver City | • City of San Diego |
| • City of Santa Ana | • City of Norwalk | • County of Los Angeles |
| • City of Fullerton | • City of Hesperia | • County of San Diego |

☑ Flexible Staffing Model

One of the biggest strengths of our team is in our depth and history of providing flexible-staffing options to our clients. By having 6 California offices and 500+ employees (including 90+ planning personnel), 4LEAF has the dedicated resources to provide the appropriate levels of staffing to the task/work orders issued by the City. This positions our firm to provide a cost-efficient business model that allows our team to be budget-conscious while simultaneously serving each assignment. 4LEAF offers a comprehensive list of Planning personnel including:

- | | |
|----------------------|-------------------------------|
| ➤ Principal Planners | ➤ Assistant Planners |
| ➤ Senior Planners | ➤ Planning Technicians |
| ➤ Associate Planners | ➤ Housing Element Specialists |

☑ On-Call Expertise

4LEAF is the most reliable provider of on-call, as-needed staff augmentation services for Current and Long-Range Planning including project processing support, technical analysis, specific development projects,

preparation of various planning documents, planning counter support, General Plan Updates, Specific Plans, Housing Element Updates, Zoning Ordinances, Municipal Code, and Environmental review. Our highly adaptable proprietary network of qualified professionals is consistently able to fulfill the unique, localized needs of our many municipal clients. We're committed to tackling staffing challenges head on, providing our clients with 24-hour turnaround staffing placement options and expedited on- and off-site services full- or part-time as needed.

☑ Project Understanding

After reading the City's proposed Scope of Work, 4LEAF understands what the City of Malibu is looking for and can provide experienced Planner's to assist with processing land use entitlement applications, customer support, and current/long-range planning as needed. The scope of work includes project management and communication by the 4LEAF Project Manager. Our staff duties encompass ministerial and discretionary case processing, including California Environmental Quality Act (CEQA) documentation and mitigation, Coastal Development permits, General Plan, and Zoning conformance reviews. Our team will provide hearing support to the City by preparing complete hearing packets that incorporate staff reports, ordinances, findings, conditions of approval, responding to comments, PowerPoint presentations, and attendance at required meeting of City advisory committees, the Planning Commission, the Environmental Review Board (ERB), and the Malibu City Council.

☑ Leadership

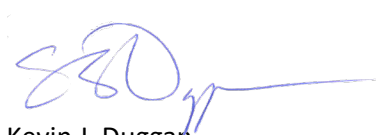
The contract with the City of Malibu will be managed by Michael Renner, CBO. Michael will handle all contractual details and project discussions. Michael has a proven record of success managing projects for cities and counties throughout California and will be available to the City for any needs involving this contract.

☑ Contact

Executive Project Manager	Director of Planning	4LEAF Managing Office
Michael Renner, CBO Office: (949) 877-9432 Mobile: (925) 785-3581 Email: MRenner@4leafinc.com	Daniel Hortert, AICP Office: (949) 877-9432 Mobile: (925) 999-6184 Email: DHortert@4leafinc.com	4440 Von Karman Ave, Ste 300 Newport Beach, CA 92660 Office: (949) 877-9432 Website: 4LEAFINC.COM

As President of 4LEAF, I am authorized to bind the firm. We appreciate this opportunity to provide our proposal. Should you have any questions, please do not hesitate to reach out using the contact information provided above.

Respectfully submitted,



Kevin J. Duggan
President



Michael Renner, CBO
Executive Project Manager

PROPOSAL TO PROVIDE
CONTRACT PLANNING SERVICES
TO THE
CITY OF MALIBU

SECTION 2

PROFILE OF THE FIRM



4LEAF, INC.



SECTION 2: PROFILE OF THE FIRM

4LEAF, Inc., is a California “C” Company, that was established in 1999 and incorporated in 2001. Our extensive team of engineers and managers are fully equipped with training and experience to provide complete services including planning, plan check, inspection, permit technician assistance, code enforcement, professional development training, and other related professional and technical services to the City. Our goal is to set the industry standard for excellent customer service. Over the past 23 years, our firm has grown to over 500 personnel and ten (10) office locations throughout California, Washington, Nevada, Arizona, Hawaii, and New England, and are able to serve any full-time or part-time need the City may have, regardless of scope and duration.

4LEAF employs 90+ professional planning personnel with a variety of skills and experience necessary to meet the City’s needs. 4LEAF approaches client relationships differently than what you might encounter with a large corporation. **The 4LEAF philosophy is to be the best firm by providing our clients with outstanding customer care and first-rate customer service**—we put our philosophy into action by building relationships and prioritizing the needs of our clients. This has led us to become the industry leader in providing planning services to public agencies.

Primary Contacts within the Firm

President – Kevin J. Duggan

Phone: (925) 462-5959 - Office

Email: KDuggan@4leafinc.com**Principal Planner – Tonya Ward, AICP**

Phone: (949) 877-9432

Email: TWard@4leafinc.com**Executive Project Manager – Michael Renner, CBO**

Phone: (925) 785-3581

Email: MRenner@4leafinc.com**Director of Planning – Daniel Hortert, AICP**

Phone: (925) 999-6184

Email: DHortert@4leafinc.com

Office Locations (*Office contract/personnel will be managed from)

***Southern California**

4440 Von Karman Way, Suite 300
Newport Beach, CA 92660

Sacramento

8896 North Winding Way
Fair Oaks, CA 95628

San Diego

402 West Broadway, Suite 400
San Diego, CA 92101

Santa Rosa

2235 Mercury Way, Suite 120
Santa Rosa, CA 95407

Bay Area (HQ)

2126 Rheem Drive
Pleasanton, CA 94588

San Bernardino

424 Vanderbilt Way, Ste A
San Bernardino, CA 92408

Washington

1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

4LEAF Consulting, LLC

125 E. Reno Ave., Suite 3
Las Vegas, NV 89119

New England

132 Central St., Suite 210
Foxboro, MA 02035

Professionals

Title	# of Staff	Title	# of Staff
Senior Planners	15	Principal Planners	7
Environmental Planners	8	AICP Accredited Planners	6
Planning Technicians	30+	Associate Planners	12+



4LEAF provides a complete range of Planning Services including Current Planning, Long-Range Planning, On-Call Planning, Specific Plans, General Plan Amendments, Updates of Housing and Safety Elements, and Environmental Compliance Review, and has worked with clients on Long-Range initiatives related to fire resiliency and disaster recovery.

We realize that budgets and staffing are a challenge, and that's why 4LEAF is willing to explore cost-saving opportunities for our clients. We regularly partner with other consulting firms who share our philosophy. We are proud of our reputation as a collaborative team that is willing to jump in and do the work to deliver quality products on time and on budget. Our flexibility is key to providing our public agency clients with services that are truly responsive to their needs and their budgets. To this end, we welcome adjustments to our proposed approach. We believe the collaborative partnerships we foster with municipal staff and other consulting firms is the best approach to meet the requirements specific to the projects we undertake.

Our Planners possess the technical writing and report preparation abilities needed to convey the greatest detail in a manner that is easy to understand with solid recommendations of findings rooted in the plans, policies, and codes that reinforce the City's vision. We are dedicated to understanding the vision of a community and rigorously working towards that vision. We utilize application checklists as the foundation of our review and translate policies and regulations as they apply to planning development applications. We transpose our findings into informative, concise, and simple to understand staff reports and environmental compliance documentation. These endeavors cannot be accomplished in a vacuum and our staff are well-versed in project management and will work diligently with other City departments and agencies, including regional agencies, to ensure that the highest levels of review and feedback are achieved.

Planning

- | | |
|---|------------------------------|
| • Current Planning | • Site Inspections |
| • Phase I & II Environmental Assessment. | • Application Processing |
| • CEQA Review | • Developing Submittal Forms |
| • Initial Studies | • Property Research |
| • Environmental Impact Reports (EIR) | • Land Use Applications |
| • Emer. Ordinance & Policy Drafting | • Design Review |
| • Review for Rebuilds and Temporary Housing | • Cannabis Regulations |
| • Housing & Safety Elements | • Long-Range Planning |

Our proposed Planning team for the City is composed of professionals with a management team whose members individually have many years of On-Call Planning, Housing and Environmental Review experience, including providing project and program levels services from both the public and private sector perspectives. This experience enables our team to provide insight to successfully manage our Planning and Environmental Review services to the City.

PROPOSAL TO PROVIDE
CONTRACT PLANNING SERVICES
TO THE
CITY OF MALIBU

SECTION 3

ORGANIZATION & STAFFING



4LEAF, INC.



SECTION 3: ORGANIZATION & STAFFING

As your consultant, we understand that our role is to be an advocate on behalf of the City and represent the City's best interests. 4LEAF's team will function as an extension of City staff, seamlessly integrating with City personnel and practices, adding perspective and expertise that only 4LEAF can offer. 4LEAF holds its employees in high regard and can ensure the City that all staff involved have the knowledge, training, experience, and competencies to fulfill the roles and responsibilities of their assigned positions. We are confident in the quality team we can provide to the City and guarantee high-quality service in conformity with the City and project standards. Our team members are results- and detail-oriented and uphold the values of our company to the utmost extent—the success of which can be reviewed in the quality of past projects we have worked on. Our Planning team includes:

Management Team

Michael Renner, CBO – Executive Project Manager

Michael has successfully guided development department staff in Planning, Inspection, and Plan Review through all phases of complex and capital-intensive projects. He is experienced utilizing Planning and Development Department permitting software and directing all department responsibilities, including plan review, multi-discipline inspections, office and field supervision, regulatory compliance, code interpretation, and project acceptance.

Michael will assist the City with contractual or project needs.

Office – (949) 877-9432 | Cell – (925) 785-3581 | Email – MRenner@4leafinc.com



Daniel Hortert, AICP – Director of Planning

Daniel has over 30 years of Planning and Development services experience including over 20 as a public servant for municipalities with populations ranging from 3,500 to over 3.5 million. Daniel's experience covers a range of municipal planning and development functions including Planner, Senior Planner, Planning Manager/Principal Planner, and Department Director for municipal, county, and private sector agencies. He is experienced in land development, construction, community engagement/education, project management, project budget control and oversight, residential, commercial, and industrial site planning and compliance review, and entitlements from single-lots to large complex master-planned communities.

Office - (949) 877-9432 | Cell - (925) 999-6184 | Email - DHortert@4leafinc.com



Supporting Staff

Tonya Ward, AICP – Principal Planner

Tonya is a skilled Principal Planner with over 22 years of professional experience in the realm of current and long- range land use projects, environmental permitting, urban design, General Plan preparation and implementation, municipal code updates, economic development, historic preservation, and housing program implementation. She also has extensive public sector experience that progressed her management and processing of projects, leading her into a seasoned Principal role.

Office - (949) 877-9432 | Cell - (925) 667-0547 | Email - TWard@4leafinc.com





Buddy Burch – Environmental Planner

Buddy is a Land Use Planner and Environmental Specialist with 4LEAF. She has more than five years of experience in her field. Buddy is proficient in document preparation, specializing in the management, research, and analysis of projects subject to compliance with the California Environmental Quality Act (CEQA). She provides analytical support for a diverse client base consisting of public and private entities and has assisted such jurisdiction as Auburn, Rohnert Park, and Alameda.

Office: (949) 877-9432 | Email: BBurch@4leafinc.com



Jose Torres – Associate Planner / GIS Specialist

Jose provides expertise in data analysis and visualization and direct experience with coastal planning amid sea level rises. His experience with the Georgia-Alabama Land Trust included actions to preserve and protect Gulf Coast wetlands from environmental degradation, and proactively mitigate against the growing implications of coastal changes. His expertise in creating compelling visuals supports public understanding of spatial research and complex geographic data.

Office: (949) 877-9432 | Email: JTorres@4leafinc.com



Aakash Shah – Associate Planner

Aakash has 7 years of hands-on experience in understanding and interpreting City Codes, analyzing policies, and reviewing site plans. He also understands municipal bylaws, legislations and development regulations and has a background in City Planning, Higher Education, and Multifamily Housing. Aakash has been working with the **City of Malibu** on behalf of 4LEAF since 2019 and is locally available to provide support for this contract as needed.

Office - (949) 877-9432 | Email – AShah@4leafinc.com



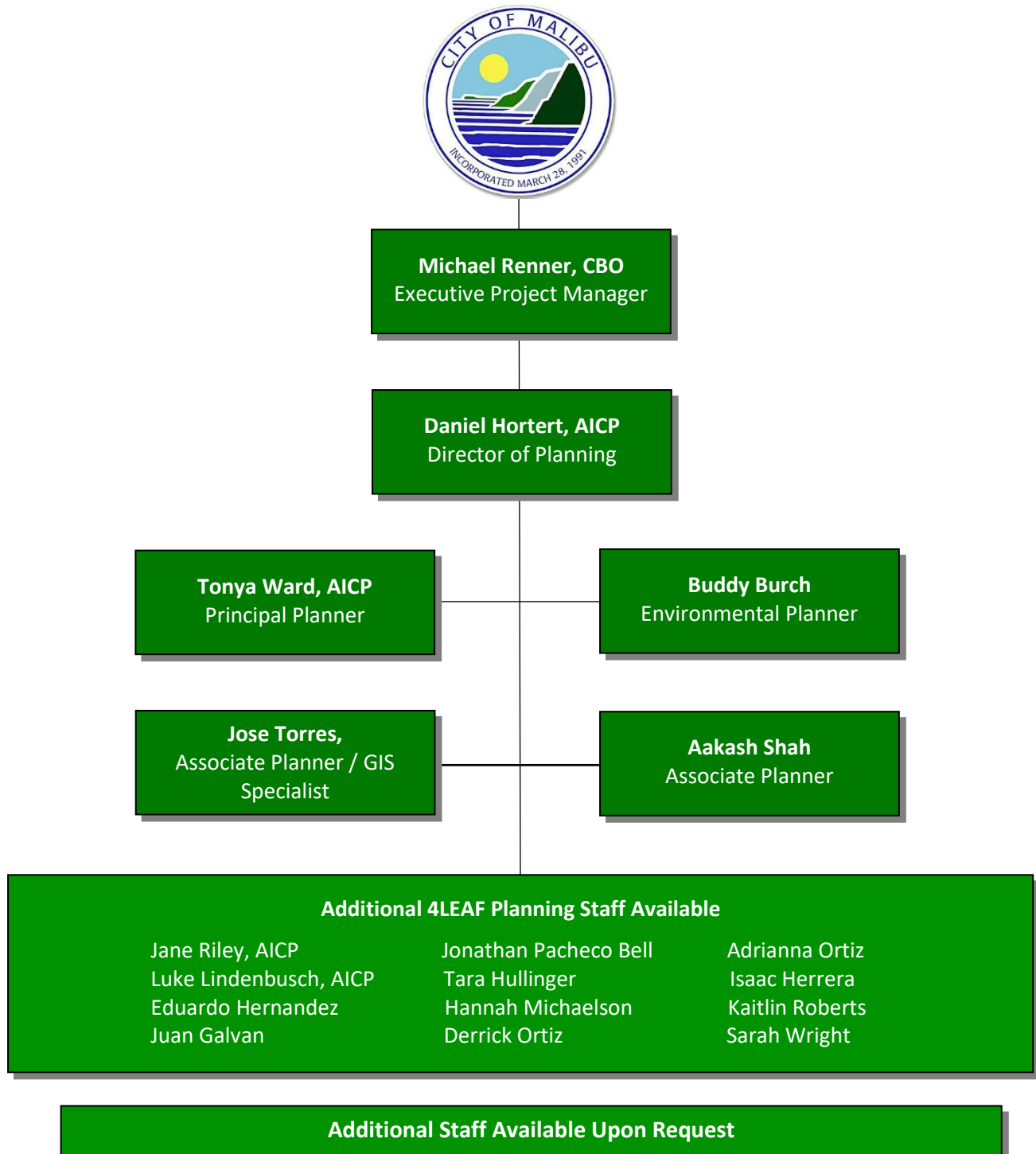
Availability

4LEAF's goal, which we have successfully accomplished on previous clients' projects, is to have our staff integrate with yours and be accepted as an essential part of the City. Any 4LEAF staff member that is designated to the City **will be available** during City Hall hours for staff applicants to communicate electronically, by phone, and if necessary, in person. 4LEAF personnel will also attend evening or weekend meetings, or hearings as required by task.

Due to the nature of on-call, as-needed work, 4LEAF staff will be fit to the specific times, needs, and tasks of any current City projects. We guarantee the City will receive unlimited access to our qualified staff pool for the duration of the contract. Our firm cooperates with our clients to provide personnel that meet their unique local requirements. 4LEAF's highly adaptable staffing network provides us with the ability to quickly adjust our staff to match demand and client feedback in real time. We have bolstered our robust personnel pool in order to provide our clients with the breadth of talent and experience necessary to complete complex projects on time and under budget.



4LEAF Organization Chart



Michael Renner, CBO

Executive Project Manager

Experience

20+ years

Education

Building Inspection Technology Program
Butte College, California

Certifications

ICC Certified Building Official
ICC Residential Building Inspector
ICC Residential Mechanical Inspector
ICC Residential Combination Inspector
ICC Commercial Building Inspector
ICC Residential Plans Examiner
ICC Residential Plumbing Inspector
ICC Building Plans Examiner
ICC Residential Electrical Inspector
ICC Building Inspector
ICC Building Code Specialist
State of California Post Disaster Safety
Assessment Evaluator

Professional Affiliations

California Building Officials Assoc. of Ca.
East Bay Chapter, ICC
Yosemite Chapter, ICC
Peninsula Chapter, ICC
San Joaquin Chapter, ICC
Napa Solano Chapter, ICC
Sacramento Valley Assoc of Building
Officials
Green Building Council Assoc.
Served on Board for ICC East Bay Chapter

Experience Summary

Mr. Renner is a highly experienced development professional, with extensive administration and management experience. He has successfully guided development department staff in inspection and plan review through all phases of complex and capital-intensive projects. He is experienced utilizing development department permitting software and directing all department responsibilities, including plan review, multi-discipline inspections, office and field supervision, regulatory compliance, code interpretation, and project acceptance. Michael is a result-oriented leader and is regarded as a mentor to many junior staff members. With his customer-first attitude and approach, he makes a difference to those he works with through his skills in complaint resolution, problem solving and team building.

Michael's management approach focuses on mentoring his staff and improving department processes to ensure services are delivered with a high level of customer service. He is committed to serving the needs of our clients through strong leadership and an effective collaborative approach. Michael has knowledge of building and fire codes for local, state and federal ordinances – ICC, UMC, UPC, NFPA, NEC, OSHA, ADA and health regulations. Michael has managed several billion-dollar construction projects including:

- Sonoma County Resiliency Permit Center: \$5 Billion
- Town of Paradise, Paradise Fire Recovery: \$9.5 Billion

Select Project Experience

County of Sonoma, CA – Resiliency Permit Center (RPC) | 2019 - Present

Executive Project Manager

The 2017 Complex Fires resulted in the destruction of 3,000+ residential structures in unincorporated Sonoma County. The Resiliency Permit Center is an on-site disaster recovery center exclusively dedicated to the residential reconstruction permitting needs and offers a full range of development services to residents, contractors, and developers in Sonoma County. Michael serves as the Executive Project Manager and has overseen the RPC from staff recruitment, community outreach, the implementation of permitting procedures, plan review management, and building inspections, all while maintaining a cohesive partnership between the County of Sonoma and the 4LEAF, Inc.



Town of Paradise - Fire Recovery | 2019 - Present

Executive Project Manager

Michael is the Executive Project Manager responsible for the management of the Community Development Services to the Town of Paradise. This four-year contract was put into place and 4LEAF is to provide Permitting, Plan Review, Building Inspections, Public Works Inspections, Planning, Code Enforcement, Debris Removal Management, and Public Outreach for this **\$9.5 Billion rebuild** set to take place over the next 10 years. 4LEAF is assisting the Town with a post disaster recovery-centered office that offers permit intake and processing, record support, plan review, and inspections services for the peak rebuild during the next several years. This office will offer the full range of planning and building assistance to residents, contractors, and developers. In addition, 4LEAF provides outreach specialists to help provide education and outreach to the community on processes and progress of rebuilding. 4LEAF and its staff utilize the Accela software for permitting, building, and inspections and our staff currently include 15 personnel and will scale to 20 personnel by the end of 2019.



Calaveras County, CA – Butte Fire Recovery | 2016 - 2017

Interim Building Official

Michael acted as the Interim Building Official during the Butte Fire Recovery process. The Butte Fire burned over 70,000 acres and destroyed over 1,000 structures throughout the County. Michael oversaw the expedited redevelopment of the County.



California Energy Commission, CA – Carlsbad Energy Center | 2017 - 2018

Delegate Certified Building Official

Michael acted as the Delegate Building Official to the California Energy Commission for the construction of the Carlsbad Energy Center. Michael oversaw the plan review, inspections, safety, and quality control of this 527-MW simple-cycle gas-fired power facility.



West Coast Code Consultants, Inc., San Ramon, CA | 2016 - 2019

Regional Manager

Michael oversaw the North Bay, Sacramento, and Central California Region providing Project Management and Building Official services. He was responsible for the oversight, coordination and quality control of the various service lines to WC3's regional clients. Michael has recently served as the project manager for the Sonoma County Resiliency Permit Center, interim Building Official for the County of Calaveras, the County of Napa, the City of Parlier, and the City of Livingston.

Interwest Consulting Group, Stockton, CA | 2012 -2016

Building Official

Michael provided review services for residential and non-residential construction project plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibility Standards, state and local building codes, policies, amendments, and ordinances. He provided as-needed in-house plan review services for the County of Napa and the Town of Atherton.

Self-Employed, Modesto, CA | 2009- 2012

Consultant

Michael worked with various contractors in Northern California reviewing and inspecting construction projects for compliance with all State, Federal, and local policies and regulations.

Daniel J. Hortert, MCP, AICP

Director of Planning

Experience

25+ years

Core Competencies

Technical Plan and Compliance Review
Project Management
Policy Development and Administration
Technical Writing and Presentations

Education

University of Cincinnati (1996-1998),
Master of Community Planning
(MCP)

University of Southern California
(1993- 1996), BS Planning and
Development (BS PLDV)

Grossmont Community College (1991-
1993), AA General
Studies/Architecture

Certificates & Achievements

American Institute of Certified Planners
#016957 (7/2001)

International Code Council certifications
(7) for residential and commercial
construction

Plan2040 Comprehensive Plan
Doña Ana County, NM
CNU27 Charter Award Winner

Professional Affiliations

American Institute of Certified
Planners (2001-Present)

American Planning Association
(1993-Present)

California Chapter (Current Chapter
International Economic Development
Council (2012-Present)

International City/County
Management Association # 749050

Experience Summary

Daniel has over 25 years of Planning and Development services experience including 20 as a public servant for municipalities with populations ranging from 3,500 to over 3.5 million. Daniel's experience covers a range of municipal functions including Planning Director, Senior Planner, Planning Manager/Principal Planner, and Community Development Department Director for public and private sector agencies. He is experienced in land development, construction, community engagement/education, project management, project budget control and oversight, residential, commercial, and industrial site planning and compliance review, and entitlements from single-lots to large complex master planned communities.

Daniel has extensive experience administering and managing regulatory document preparation including creating and updating land development ordinances, comprehensive and general plans, traditional and form-based coding, development agreement negotiations, and residential and commercial design guidelines. His recent planning assignments on behalf of 4LEAF include the cities of Sausalito, Larkspur, Pinole, Greenfield, and Jackson County, OR.

Select Professional Experience

4LEAF, Inc. - City of Larkspur & City of Sausalito

Director of Planning

Daniel oversaw the Community Development Department for the cities of Larkspur and Sausalito, which included managing the Planning, Building, and Code Enforcement scopes. Additional responsibilities included providing information to the public regarding zoning regulations and permit procedures, active project proposals, and permit and property records.

4LEAF, Inc. - City of Greenfield, CA

Principal Planner

Daniel was responsible for coordinating the development of the Community Development Policy & Procedure Guidelines for the department. Additional work included cannabis policy, development and cannabis deposit accounts, and development process flowcharts.

4LEAF, Inc. - City of Pleasant Hill, CA

Contract Project Planner

- Acted as project manager for five development applications.
- Client liaison to commissions, boards, and council.
- Performed design and compliance review with City standards.
- Tentative Maps.
- Master Sign Programs.
- General and Specific Plan Development/Amendments.
- Researched and assisted with grant funding application (SB 2).

4LEAF, Inc. - City of Pinole, CA

Contract Planning Manager

- Supervised Planning, Building, Code Enforcement, and Permit staff.
- Administered General Plan/Specific Plans, Zoning/Subdivision Ordinances, Design Guidelines, and CEQA Compliance.
- Advised at various councils, boards, commissions, and elected officials on planning-related issues
- Served as liaison and performed functions in support of the Planning Commission including project review, staff reports, recommendations, resolutions, and conditions of approval.
- Provided customer service to the public, internal and external departments, and agencies.
- Provided environmental reviews for development projects.

Doña Ana County, NM

Economic Development Manager/Director/Senior Planner

8/2011 - 1/2019

- Oversaw County Economic Development functions.
- Promoted, expanded, and retained business operations county-wide.
- Processed and administered Local Economic Development Act (LEDA) applications/contracts.
- Worked with area agencies to bring economic prosperity to each region.
- Directed Community Development Department consisting of 40+ employees including Current and Advance Planning, Building Services, Geographic Information/Mapping, Grants and Administration, and Animal Control/Code Enforcement Divisions.
- Fostered and encouraged team atmosphere amongst Community Development divisions as well as other county departments and external agencies/organizations.
- Developed department and County policies related to the efficiency of daily operations.

RBF Consulting - Phoenix and San Diego Offices

Senior Planner/Associate/Project Manager

6/2005 - 9/2010

- Successfully managed a variety of commercial and residential development project applications.
- Routinely interacted with City/County staff on submittal of complex planning projects.
- Coordinated various internal/external disciplines to ensure complete submittal packages.
- Managed complex planning studies, development applications, and reviewed proposals.

- Reviewed and processed complex general, master, and comprehensive plan amendments, rezoning requests, annexations, site plans, minor and major subdivision plats, CEQA compliance (CA only) including assisting with EIRs, Initial Studies, and Categorical Exemptions, and a Coastal Permit in Del Mar, San Diego County.
- Developed project budgets, verified contract expenditures and compliance.
- Conducted research and prepared reports on land use, physical, social, and economic issues.
- Provided professional planning assistance to member communities on varied land use projects.
- Performed field inspections.

Town of Chino Valley, AZ

Planning Manager/Director

3/2003 - 6/2005

- Oversaw Development Services Department including recruitment and staff evaluation.
- Developed organization-wide and department-wide goals, objectives, policies, and procedures.
- Reviewed and approved ministerial/minor application submittals (lot-splits, R-O-W dedications).
- Prepared division/department operations budget including revenues, expenditures, and staffing.
- Ensured that Town Boards and Commissions were fully informed on application submittals.
- Lead Planner during General Plan and Unified Development Ordinance rewrites.
- Lead author of the Town's Property Maintenance Code.
- Reviewed and approved all departmental reports and presentations to ensure that local state and federal regulations were complied with.
- Prepared grant applications for AZ Growing Smarter funding, procured two grants (\$10,000/\$2,500 for the 2003 General Plan Amendment).

Cranberry Township, PA

Planner/Code Enforcement Officer

1/2000 - 3/2003

- Managed multiple residential and commercial development project applications including building plan review, site plan review, approval of building plans, all aspects of residential and commercial site and structural inspections.
- Facilitated developer negotiations and drafted agreements for large development projects.
- Performed code enforcement duties for compliance with Township regulations including inspection, citation, and fines/court.
- Prepared written and oral reports for Township Boards and Commissions.

Butler Township, PA

Planner/Regulations Inspector

8/1998 - 1/2000

- Managed residential and commercial development project applications (Zoning and Subdivisions).
- Performed code enforcement duties.
- Performed residential and commercial building plan reviews.

Tonya Ward, AICP, MUP

Principal Planner

Experience

25 years

Education

Master of Urban & Regional Planning

San Jose State University

B.A., Political Science

University of Missouri, St. Louis

Affiliations

American Institute of Certified Planners

American Planning Association, CA Chapter

International Code Council

Software

Microsoft Office Suite

GIS

Granicus

Accela

HDL

TRAKiT

Tyler Technologies

Experience Summary

Tonya has 25 years of professional planning experience in current and long-range land use projects, coastal and shoreline permitting, historic preservation, urban design, General Plan preparation and implementation, municipal code updates, local coastal program updates, economic development, and housing program implementation. She has extensive public sector experience that progressed her management and processing of projects, leading her into a seasoned Senior role.

Tonya's professional and academic experience contribute to her extensive knowledge of municipal planning and impressive presentation and public speaking skills. She is passionate about helping facilitate responsible initiatives that provide continuous opportunities for livable and equitable communities, and her ability to serve as a leader makes Tonya an asset to any team, project, and work environment she is assigned.

Select Professional Experience

4LEAF, Inc.

Principal Planner

2022 - Present

Tonya contributes to 4LEAF's municipal Planning Department clients by:

- Working in regional program zones including natural and water resources, coastal zone management, community development, downtown revitalization, hazard planning, and more.
- Conducting research and organizing reports on land use, historical preservation, housing, open space, recreation, urban design, and environmental protection.
- Serving as a liaison and communicating reports and findings from inspections and research to staff, officials, Planning, Design and Historic Commissions, City Councils and County Board of Supervisors.
- Managing complicated Planning and environmental studies and development applications and examining proposals.
- Developing budgets, directing bidding processes, and verifying contract expenses and compliance.
- Completing field inspections to collect data related to development review processes and verifying that development projects comply with approved plans and entitlements.
- Providing Planning assistance to member communities on diverse land use projects.
- Supervising and mentoring junior planners.



City of Auburn

Senior Planner

2018 - 2022

- Planned, managed, organized, and oversaw operations and services of the Planning Department including current, advanced, and environmental planning; processing of all ministerial and discretionary planning entitlements and General Plan Updates; implementing Master Plans and entitlements associated with the City's Municipal Airport and Waste Treatment Plant; participated as a technical contributor for the City's Local Hazard Mitigation Plan and Airport Land Use Compatibility Plan; prepared and implemented CEQA and NEPA documents.
- Interacted with and assisted the public, development, and business community regarding the planning and/or building process.
- Managed consultants and negotiated professional service contracts.
- Reviewed and commented on Historic Resource Evaluations prepared by consultants and Historic Resource Determination Supplemental Applications and completed additional research as necessary.
- Provided comments on proposed projects for compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and prepared appropriate environmental documentation.
- Developed policies and procedures; prepared and administered budgets and grants; provided responsible and complex staff support to the City Council, City Manager, Commissions and Committees, and coordinated activities with other City officials, departments/divisions, outside agencies, and organizations.
- Prepared, reviewed, attended, and present staff reports and various updates to the City Council, Planning Commission, Historical Design Review Commission, Placer County Transportation Planning Agency/ Airport Land Use Commission, California Housing and Community Development Department, Sacramento Area Council of Governments, and variety of community groups.
- Coordinated Population and Land Use forecast scenarios including assisting consultants with supply side updates, revising records for Area Plans and Development projects, and providing up-to-date information.
- Supported area plans, neighborhood plans, and other UPC Initiatives.
- Provided regular and timely transport, planning, design, public realm, spatial analysis, and mapping expertise to various master plans, neighborhood plans, and other revitalization projects.
- Reviewed transport aspects of development applications and used GIS for better integration of land use and transportation planning.

City of Millbrae

Community Development Director

2015 - 2018

- Planned, managed, oversaw, and directed all operations and services of the Community Development Department, including activities in the Planning, Building, Code Enforcement, Housing, and Economic Development divisions.
- Managed staff and consultants through direct and subordinate supervisors; developed department goals, policies, and procedures; prepared and administered budgets; provided responsible and complex staff support to the City Council, Planning Commission, City Manager,



and coordinated activities with other City officials, departments/divisions, outside agencies.

- Participated in establishing the strategic action plan for the Department including implementation of the organization's mission, vision, goals, and objectives, and participated in follow-through monitoring to assure accomplishment of established goals.
- Monitored and provided policy direction on complex development applications or activities including General Plan Update, Millbrae Area Station Specific Plan, Downtown Enhancement Plan, Housing Element implementation, Parks Master Plan Update, Community Center Restoration, Committee and Commission Reorganization, Grand Boulevard Initiative development, Capital Improvement Projects, grant administration, and modernization of computerized tracking systems, data, and fee schedules.

CSG Consultants, Inc.

Principal Land Use Consultant

2013 - 2015

- City of Millbrae, CA: Developed and implemented new planning and customer service processes for the Community Development Department; prepared environmental review; managed and trained planning staff; prepared staff reports and presented at public hearings; acted as liaison to the Planning Commission; reviewed and issued a variety of entitlements for consistency with applicable laws; reviewed, coordinated, assisted, and developed required ordinance revisions.
- City of Marina, CA: Prepared a Mitigated Negative Declaration for the ADA accessibility and habitat restoration of Dunes State Beach including parking and trail/walkway enhancements. Processed a Planned Development land use application and managed consultants.

City of Half Moon Bay

Associate Planner/Acting Planning Director

2004 - 2013

- Managed the Planning Department's work programs and activities including counter permit and fees, coordination of projects, and support to the Planning Commission, Historic Design Commission, City Council and California Coastal Commission, as applicable.
- Interpreted architectural and engineering plans and specifications; reviewed and approved building permit applications; assisted the City Engineer with the coordination of large and complex public works and/or capital facilities construction project(s).
- Surveyed historic properties, including noting architectural features, sketching site plans, taking photographs, and utilizing building permit software for GIS mapping of historical landmarks, properties, and objects within the City.
- Processed a significant number of building and discretionary permits for design review including new development, schools, civic buildings and multi-family housing affecting historic resources.
- Prepared and implemented CEQA and NEPA environmental assessment documents; interpreted and applied laws, ordinances, and regulations governing planning activities; analyzed and compiled technical and statistical information and reports to draft General Plan elements.
- Interacted with and assisted the general public and the development community regarding the planning and building process; responded to and resolved difficult and sensitive citizen inquiries and complaints; monitored and evaluated the efficiency and effectiveness of service delivery methods and procedures.
- Provided comments on proposed projects for compliance with the Secretary of the Interior's



Standards for the Treatment of Historic Properties and prepared nominations for local points of interest.

- Provided lead direction and supervision to consultants, technical, junior, and clerical staff; trained and assigned staff in areas of work including planning methods, procedures, and techniques.
- Managed project budgets, scope of work, schedule of performance, and regulatory compliance; prepared and evaluated Requests for Proposals/Request for Qualifications for site development and professional consultants; selected and managed consultants.

City of Walnut Creek

Assistant Planner

2001 - 2003

- Interacted with the general public and development community regarding the planning and/or building process; performed building plan checks and inspections; reviewed design and landscape improvements to the City's downtown revitalization plan; coordinated Planning and Building Department activities; issued business licenses and supported Code Enforcement staff.
- Processed planning assignments in accordance with environmental law; primary planner responsible for public inquiries regarding permit process; presented staff reports and recommendations to Committees, Zoning Administrator, and Planning Commission.
- Managed various projects and implemented Planning Department goals and objectives; drafted ordinances and resolutions and assisted in amendments to the City's General Plan and zoning ordinance.



Isabella Burch

Environmental Planner

Experience

8+ years

Education

M.S., Urban/Environmental Planning,
University of Southern California, LA
B.A., Government and Philosophy,
Claremont McKenna College

Software

Microsoft Office Suite

Experience Summary

Isabella is a land use planner and environmental specialist with over 8 years of experience in document preparation, specializing in the management, research, and analysis of projects subject to compliance with the California Environmental Quality Act (CEQA). Provides analytical support for a diverse client base consisting of both public and private entities.

Isabella possesses a strong analytic aptitude with a realistic approach to problem solving. She is a dedicated professional that is driven by facilitating reliable initiatives that provide continuous improvements for communities. Isabella is an excellent self-starter and proactive asset that can identify voids in processes and adapt to any team.

Select Professional Experience

4LEAF, Inc.

Environmental Planner

2024 – Present

Isabella helps contribute to the productivity of 4LEAF's Planning Department by:

- Assisting with project needs in response to requests from the Community Development Director and the City Council
- Reviewing development and architectural design plans for industrial, commercial, residential, and multi-family projects.
- Preparing staff reports, resolutions, and ordinances for recommendations for Design Review, Planning Commission, City Council, and Director Hearings.
- Processing parcel maps and subdivisions in compliance with the Subdivision Map Act.
- Providing California Environmental Quality Act (CEQA) reviews.
- Working on Housing Element Updates and General Plan amendments.

Brian Silveira and Associates

Consultant

2023 – 2024

- Provided technical services for CEQA and NEPA documents.
- Managed document production, editing, and other consulting services.
- Prepared Class 32 Categorical Exemptions for Infill Development.
- Created and oversaw project schedules and work distribution for multi-year projects.

- Authored white papers for internal and external presentations on electric vehicles and just transitions.

Falck Ambulance

Emergency Medical Technician

2023 – 2024

- Supported Los Angeles County Fire Department in response to 911 emergency calls.
- Provided care to patients within the Basic Life Saving scope of practice.
- Operated an ambulance while driving Code 2 and Code 3 per State of California and company protocols.

ICF

Environmental Planner

2022 – 2023

- Prepared CEQA and NEPA documents for California state public agencies.
- Created and oversaw project schedules and work distribution for multi-year projects.
- Developed well-formatted presentations and work products for public and private clients.

GPA Consulting

Environmental Planner

2021 – 2022

- Assisted with the preparation and writing of environmental documents and technical analysis.
- Prepared deliverables for delivery to the client by formatting, printing, binding, and mailing.
- Supported the preparation of presentations for clients, the public, and boards or commissions.

Scott AG

Project Manager

2018 – 2019

- Managed client/designer/fabricator relationships for multi-phase environmental graphic design projects.
- Coordinated with general contractors on installation timelines at 15 projects.
- Recommended strategies for planning department and zoning administration approval at 10 projects.

The Climate Center

Legislative Research Assistant

2017 - 2019

- Produced policy briefs on California State Legislature bills.
- Participated in policy strategy alignment meetings.
- Authored white papers for internal and external presentations on electric vehicles and just transitions.

Jose Torres, AICP

Associate Planner & GIS Specialist

Experience

5+ years

Education

M.A., Community Planning

Auburn University – Auburn, AL

M.Sc., Geography

Auburn University - Auburn, AL

B.A., Chinese Language & Literature

University of California Los Angeles

A.A., Spanish Literature

San Francisco State University

Languages

English

Spanish

Japanese

Mandarin Chinese

Affiliations

APA, Hazard Mitigation and Disaster

Recovery Planning Division

William Averette Anderson Fund

Experience Summary

Jose is a dynamic AICP-certified planner and Geographic Information Systems (GIS) specialist with extensive experience across diverse sectors. He is fluent in Spanish and brings a unique cultural perspective to his work, facilitating meaningful community engagement and public participation initiatives. His expertise encompasses advocacy for affordable housing, leading inclusive planning projects, and integrating GIS technology into urban development strategies. Jose's notable achievements include leading community-driven initiatives, managing conservation easements, and revitalizing urban spaces through participatory planning. He is dedicated to cultivating diverse, inclusive communities.

Select Professional Experience

4LEAF, Inc. – Pleasanton, CA

Associate Planner, AICP

2023 - Present

- Assists in producing and managing building codes, land regulations, and construction ordinances.
- Manages and distributes permits and interprets zoning regulations for the public.
- Process Mendocino County cannabis cultivation permit applications, conduct environmental regulatory compliance review, support applicants, maintain records.
- Spanish translation for marketing materials, community outreach and engagement efforts.
- GIS mapping for Napa Sonoma Collaborative Housing Connect tool; AB2334 density bonus eligible tax parcels, SB4 religious institutions, and Transit Oriented Corridors.
- Developed site inventory analysis for the 6th Housing Element Planning Cycle, focusing on site identification, capacity analysis, and infrastructure requirements.

LandWatch Monterey County

Housing Advocate

April 2023 – December 2023

- Oversaw advocacy efforts for housing elements across Monterey County during the 6th Regional Housing Needs Allocation (RHNA).
- Lead initiatives promoting affordable and fair housing, aligning zoning density with RHNA allocations, and integrating affordable housing into high-opportunity areas.
- Managed the LandWatch Public Data Viewer portal, providing essential resources for municipalities, including RHNA site inventory parcel data, administrative boundaries, land use and



zoning information, transportation data, emergency management details, census and demographic statistics, and facility locations.

City of Seaside Community Development Department

Associate Planner

- Administered the city's General Plan and Zoning Ordinance, reviewed development applications, and helped shape the future of the community.
- Led the development of a baseline GIS for the Planning and Building Department, streamlining permitting history from 2013 to 2022.
- Created an interactive web map to display Zoning and Land Use data, consolidating crucial land use information into one publicly accessible platform.
- Collaborated with Computer Science interns from California State University at Monterey Bay and established a GIS-based City of Seaside Building Permit Archive, ensuring accurate data management and standardization of building permit records.

City of Berkeley Public Works Department

Assistant Planner & Geographic Information Systems Specialist

- Led various projects aimed at enhancing infrastructure management and operational efficiency.
- Developed an ESRI Field Maps application for collecting sidewalk condition assessment data and established data formatting policies for consultant deliverables.
- Data manager and trainer for the implementation of the NEXGEN Enterprise Asset Management System for all Public Works Divisions assets.
- Oversaw street imagery and point cloud capture for the Cyclomedia project and assisted in the training and program implementation of a Global Positioning System (GPS) tracking software for the Public Works Zero Waste Division's service vehicles (Zero-Waste Division).

Georgia-Alabama Land Trust, Inc.

Geographic Information Systems Specialist & Regional Stewardship Manager

- Oversaw the management of conservation easements in the Chattahoochee River Region and ensured compliance and scheduled maintenance of land management activities.
- Rebuilt a geodatabase for conservation easements spanning over 400,000 acres of natural resources and contributed to the development of a GIS model for the Wetlands/In-Lieu Fee Mitigation program managed by the U.S. Army Corps of Engineers in Georgia

City of Culver City

CivicSpark Water Fellow

- Researched and planned for the revitalization of Ballona Creek in Culver City, California, utilizing GIS for data analysis and identifying maintenance areas.
- Developed a comprehensive three-lens framework focusing on Community, Environment, and Mobility to guide the restoration project.
- Mapped parcel ownership and multiple agencies' maintenance jurisdictions along the nine-mile stretch of the creek.
- Organized a meeting with over 50 major stakeholders, which led to the formation of the official Ballona Creek Task Force and the prioritization of projects and initiatives for improvement.

Aakash Shah

Associate Planner

Experience

9+ years

Education

Cleveland State University, Levin
College of Urban Affairs
M.S., Urban Planning

University of Pune, M.M. College of
Architecture
B.A., Architecture

Professional Affiliations

Council of Architecture, India
LEED Green Associate, U.S. Green
Building Council

Experience Summary

Aakash has five years of hands-on experience in understanding and interpreting City codes, analyzing policies, reviewing site plans, designing for urban environments, and reviewing proposals. His extensive academic and professional knowledge of the field makes him a strong addition to any project and team.

With a creative and technical mind, Aakash is able to use his abilities to bring projects from creation into successful completion. His communication skills allow him to better understand and work with others, which makes him a great team player. Aakash's attention to detail, problem-solving skills, and quality work are just some of his many strengths and 4LEAF is excited to welcome him to our team.

Select Project Experience

4LEAF, Inc. – Newport Beach, CA

Associate Planner

2019 – Present

Aakash currently assists the City of Malibu's Planning Department on behalf of 4LEAF including such duties as:

- Interpreting and applying state, county, and local codes, ordinances, and regulations (as applicable).
- Initiating necessary actions to correct deficiencies or regulatory violations.
- Conducting extensive research in projects ranging from general to specific.
- Writing and presenting formal and technical reports, working papers, and correspondence.
- Writing ordinances and regulations relating to development controls.
- Attending evening and weekend meetings as needed.

AZ Tech Technologies, LLC – United States

Assistant Planner

2018 – 2019

In his role as Assistant Planner, Aakash's responsibilities included:

- Preparing and presenting reports such as planning elements, neighborhood plans, demographics and housing analyses, code amendments, and miscellaneous land use studies.
- Reviewing development proposals, RFPs, and RFQs for various projects.
- Participating in design development.
- Coordinating ongoing planning-related programs or projects involving multi-department and multi-jurisdictional cooperation.



Office of University Architect, Cleveland State University – Ohio**Planner****2017 – 2018**

- Evaluated and reported drawing and construction issues to achieve final record drawings.
- Achieved consistent level of detailing to maintain record drawings by proposing new standards.
- Served on Planning and Design committee to improve, update, and suggest changes in University Master Plan.
- Served on a committee in the pre-construction and bidding process.
- Worked on estimating renovations ranging from 100k-500k within University campus.

SoftTech Engineers Ltd.**Project Manager****2015 – 2016**

- Tested building plans in AutoDCR, a software that reads CAD drawings and produces reports.
- Validated and verified the reports generated against the prevailing City codes and ordinances.
- Provided solutions through online help-desk service.
- Prepared presentations, help manuals, and video tutorials and provided training to architects and City officials.

Shiv Developers**Site Manager****2014 – 2015**

- Directed oversight and responsibility for the management of multiple renovation and new construction projects, facilitating project scheduling and milestone achievement, budget allocation and management, and overall project communication.
- Ensured workmanship standards were achieved in accordance with specifications, building regulations, and health and safety legislation.

H.M. Kadam and Associates Architects**Assistant Architect****2013 – 2015**

- Assisted in streamlining the reviews of shop drawings, submittals, and drawing changes with responsibility for the participation in the schematic design, development, construction documentation, and administration phase of projects.
- Created 2D and 3D Architectural and Construction drawings using CAD, Revit, and Photoshop.

PROPOSAL TO PROVIDE
CONTRACT PLANNING SERVICES
TO THE
CITY OF MALIBU

SECTION 4

REFERENCES



4LEAF, INC.



SECTION 4: REFERENCES

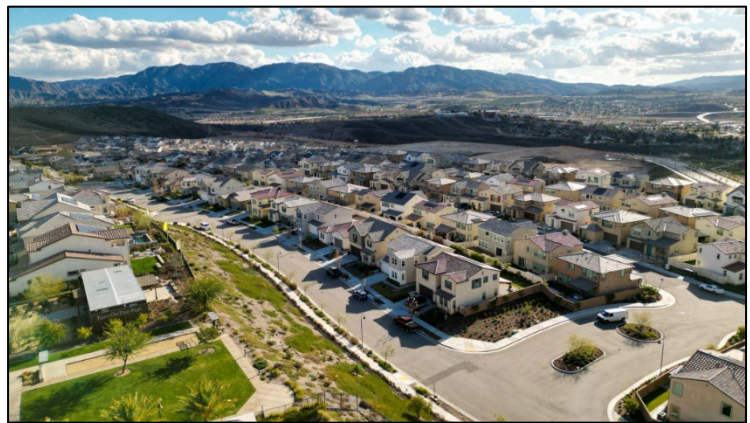
City of Santa Clarita

Housing and Safety Element Updates



4LEAF was chosen to perform the Housing and Safety Element Updates and prepare related Zoning Code amendments for the City of Santa Clarita, located in Southern California. The City is taking a proactive approach to smart, balanced growth of residential, commercial, and business park land uses. The City encompasses over 70 square miles and has a population of approximately 225,000 residents. The current number of housing units within the City is approximately 77,815. For this project, 4LEAF has four planners assigned to work on the City's Housing Element Update for the 2021-2029 planning period with certification by the California Department of Housing and Community Development (HCD) pending. The Safety Element update was completed and adopted in early 2022.

The City chose 4LEAF because our team of professional Planners has an established working relationship with HCD and a familiarity with State housing law. Our team has demonstrated the ability to be proactive in maintaining communication, meeting deadlines, and addressing SB 379 (requiring all cities to include climate adaptation and resiliency strategies in the General Plan's Safety Element in conjunction with the next Housing Element Update).



4LEAF teamed with Rincon Consultants, Inc. to provide CEQA services. Together, our teams have worked with City staff to ensure consistency between Elements and meet legal requirements.

Our services for this project include:

- Public workshops and community outreach efforts
- Hard-reach-community outreach and Spanish translation of all public documents
- Data collection
- Drafting the Housing Element
- Housing Sites Inventory
- Preparation of Zoning Code amendments
- Presentations
- Attending and participating in Planning Commission and City Council meetings

Contact Information:

Erika Iverson, Senior Planner
23920 Valencia Blvd
Santa Clarita, CA 91355
(661) 255-4962
Elverson@Santa-Clarita.com



City of Ventura

On-Call Planning Services

4LEAF is currently providing On-Call Planning Services to the City of Ventura. A recent placement includes a Senior Planner whose main task is reviewing residential development proposals, plans, and applications for the Thomas Fire Rebuild. Our support team for the City also performs inspections of properties and structures for compliance with City zoning codes and regulations and recommends improvements and rehabilitation programs.

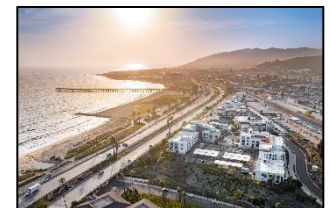


Additional responsibilities performed by 4LEAF staff includes:

- Preparing staff reports, resolutions, and ordinances for recommendations by the Development Review Committee, Planning Commission, City Council, and Director's Hearing.
- Processing applications for minor/major subdivisions.
- Working on development plans for industrial, commercial, and multi-family projects.
- Providing CEQA review.
- Working on General Plan amendments.
- Reviewing architectural permits.
- Assisting with project needs in response to the Thomas Fire Rebuild.

Current/Recent Projects:

- **Thomas Fire Rebuild:** Assist the City with their pre-submittal review process, residential plan check submittal screening checklist, grading permits, and construction permit applications to ensure all information is accurate and conforms with municipal standards. Documents include information on landscaping requirements, green building code requirements, and materials and methods to ensure new residential structures are more wildfire resistant.
- **Other minor applications including SB 9 lot splits and Alcohol Use Permits:** Our team has worked on the modification of residential zoning rules to allow up to four homes to be built on a property zoned for one house. The standards for Ventura include a maximum of 1,200 square foot units and a maximum height of 16 feet and a State-mandated 4-foot side and rear setbacks. Determine whether alcohol sales permits follow Alcoholic Beverage Control (ABC) rules and regulations, zoning, and CEQA guidelines. Prepare findings to be presented by Planning Commission during a duly noticed public hearing.
- **New industrial, commercial, and residential entitlements:** Assist the City with Industrial projects consisting of two developments – New warehouse/storage buildings over 5,000 sqft. Our team has worked on Residential developments including SB 9 lot splits, Mixed-Use development within the Downtown Specific Plan, Mixed-Use building with commercial and residential use, and Administrative Coastal Development Permits for additions.



Agency Name: City of Ventura
Contact Name: Levi Hill, Principal Planner
Telephone: (805) 654-7869
Email: LHill@CityofVentura.ca.gov
Address: 501 Poli Street, Ventura, CA 93001



City of Norwalk

On-Call Planning Services

4LEAF is currently providing On-Call Planning Services to the City of Norwalk. Our current placement includes an Associate Planner whose main task is reviewing residential development proposals, plans, and applications for consistency with the general plan and zoning ordinance. Our prepares California Environmental Quality Act (CEQA) compliance documents for projects in the City. 4LEAF also provides building inspections of properties and structures ensuring compliance with the City municipal code and California building codes (Title 24).



Additional responsibilities performed by 4LEAF staff includes:

- Assisting with project needs in response to requests from the Community Development Director and the City Council
- Reviewing development and architectural design plans for industrial, commercial, residential, and multi-family projects.
- Preparing staff reports, resolutions, and ordinances for recommendations for Design Review, Planning Commission, City Council, and Director Hearings.
- Processing parcel maps and subdivisions in compliance with the Subdivision Map Act.
- Providing California Environmental Quality Act (CEQA) reviews.
- Working on General Plan amendments.

Current/Recent Projects:

- **Rosecrans-Marilla General Plan and Zoning Amendment:** Our team prepared an Initial Study and Mitigated Negative Declaration (IS/MND) for proposed general plan and zoning amendments to merge five existing commercial parcels to allow for development of new residential housing adjacent to the Rosecrans Avenue corridor. Issues addressed in the IS/MND included potential construction impacts to Cultural and Tribal Resources, noise, and air quality.



Agency Name: City of Norwalk
Contact Name: Manraj G. Bhatia AICP, Senior Planner
Contact Email: MBhatia@norwalkca.gov
Contact Telephone: (562) 929-5710
Dates of Service: 2021 – Present
Address: 12700 Norwalk Blvd., Norwalk CA 90650

**City of Foster City***Planning and Consulting Services*

4LEAF provided the City of Foster City with a Planning Technician who oversaw both processing permits and plans under the direction of the Community Development Director. Main duties included but were not limited to:

- Researching, reviewing, and preparing documents for minor architectural and design reviews.
- Reviewing building permits for planning and external consistencies.
- Researching miscellaneous assignments for hiring ranking staff and department heads.
- Answering questions from the public via phone, email, or the public counter at City Hall.
- Conducting Planning Department inspections on an as-needed basis.

Current/recent project support:

- **Lantern Cove Apartment Redevelopment:** Architectural Review, Planned Unit Development/Specific Plan “Concept Plan”, Development Plan, General Plan Amendment, and environmental review to add 420 new dwelling units and 518 new parking spaces on a 16.8-acre site. The site includes thirty-five (35) 2-story apartment buildings containing 232 dwelling units, a leasing/amenity building, and 482 parking spaces.
- **Pilgrim Triton Phase C/Laguna Vista Development:** 70 townhouse-style condominium unit subdivision known as Laguna Vista, and 22 Workforce Housing Apartment units that will be owned by the City of Foster City. Project also includes the enlargement and completion of the Pilgrim Triton Plaza Park.
- **New Hotel Development:** New hotel development approximately 83,190 sf, seven-story hotel and associates site improvements. Hotel to feature approximately 156 guest rooms and include a limited-service restaurant and bar, meeting space, rooftop terrace, and uncovered garden deck. The building is to be constructed on a raised podium above ground-level parking and will be surrounded by a 141-space surface parking field.



Agency Name: City of Foster City
Client Name: Sophia Mangalam
Client Telephone: (650) 286-3239
Client Email: SMangalam@FosterCity.org
Contract Dates: 8/2021 – Ongoing
Address: 610 Foster City Blvd., Foster City, CA 94404



City of Cloverdale

6th Cycle Housing Element Update

4LEAF was chosen to perform the Housing Update for the City of Cloverdale, located in Northern California. The updated Housing Element will need to address the requirements of State law, including recent changes regarding the analysis of sites and zoning-related requirements for housing entitlements. We currently have three 4LEAF Planners assigned to work on this endeavor including one (1) Principal Planner and two (2) Associate Planners.



The City selected 4LEAF due to its demonstrated ability to adapt a successful suite of 5th Cycle programs to meet new statutory requirements. Cloverdale has taken substantial steps to address housing needs for its most vulnerable residents and working families, with progress on programs prioritizing affordable and workforce housing development in the 5th Cycle including the development of City-owned permanent and transitional housing for people experiencing homelessness.

4LEAF facilitated a 57-unit expansion from the original RHNA in an agreement with the Association of Bay Area Governments (ABAG) due to an annexation-related transfer from unincorporated Sonoma County. Despite the increase, the Housing Element reflected capacity for 179% of the City's final RHNA through pipeline projects and opportunity sites.

Our services for this project include:

- Project management
- Community outreach and engagement
- Housing Element preparation
- RHNA transfer associated with annexations
- CEQA compliance
- Native American Tribal Consultation



Contact Information:

Rafael Miranda, Associate Planner

124 N Cloverdale Blvd.

Cloverdale, CA 95425

(707) 894-2521

RMiranda@ci.Cloverdale.ca.us

PROPOSAL TO PROVIDE
CONTRACT PLANNING SERVICES
TO THE
CITY OF MALIBU

SECTION 5

UNDERSTANDING OF THE SCOPE
OF WORK



4LEAF, INC.



SECTION 5: UNDERSTANDING OF THE SCOPE OF WORK

Project Understanding

After reading the City's proposed Scope of Work, 4LEAF understands what the City is looking for and can provide a comprehensive range of planning services tailored to meet the specific needs of the City of Malibu. With our extensive experience and expertise in municipal planning and development, particularly in coastal cities, 4LEAF is well-positioned to support the City with the capacity to provide qualified and knowledgeable staff to perform applicant-initiated applications as assigned by the City's Planning Department to include conformance reviews, discretionary case processing, project management, entitlement reviews, staff report preparation, zoning compliance, City of Malibu Local Coastal Program, City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning), California Environmental Quality Act (CEQA) documentation, Coastal Act, review of conditions of approval, and attendance at required meetings for the Environmental Review Board (ERB), Planning Commission, and City Council as needed. 4LEAF has thoroughly reviewed the City's RFQ and is proposing on the following scopes of work:

- 4LEAF will conduct preliminary review of applications during the 30-days of application completeness review pursuant to the Permit Streamlining Act (Government Code Sections 65920, et seq.).
- Provide responses to public inquiries via telephone, email, mail or in person regarding permit applications for zoning, plan review comments, and other general inquiries.
- Perform plan reviews and re-checks as needed.
- Applicants will be notified of any additional information or studies required to ensure a complete project description is provided prior to the application being deemed complete.
- During preliminary review, an assessment of the appropriate environmental review for the project and the potential need for additional information necessary to complete CEQA and/or NEPA reviews.
- 4LEAF will provide ministerial review and usher entitlement reviews through discretionary review by decision makers. This review assesses project applications for the appropriate permits and plan amendments for compliance with the City's General Plan and Housing Element, the Zoning Code, State housing requirements, the Subdivision Map Act, Design Guidelines, and applicable objective design guidelines or specific plan requirements.
- Confer with and provide information to property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications, and codes.
- Prepare staff reports, resolutions, ordinances, and conditions of approval and give oral presentations to the Environmental Review Board (ERB), Planning Commission, City Council, and various committees and commissions, and attend evening meetings as required.
- Analyze data for economic, social, environmental, and physical factors affecting land use and prepare environmental documents for public review and adoption.
- Process and review City permits, Coastal Permits, Plan Checks, Zoning Clearances, Local Coastal Program, Master Sign Programs, Administrative Permits, Minor and Major Use Permits, Municipal Code, Design and Site Review, Variances, Tree Removal Permits, Tentative Maps, LCP and Land Use Maps, Zoning Map Amendments, and General Plan and Development Code Amendments.



Approach

Our Planners possess the technical writing and report preparation abilities needed to convey the greatest detail in a manner that is easy to understand with solid recommendations of findings rooted in the plans, policies, and codes that reinforce the City's vision. We are dedicated to understanding the vision of a community and rigorously working towards that vision. We utilize application checklists as the foundation of our review and translate policies and regulations as they apply to planning development applications. We transpose our findings into informative, concise, and simple to understand staff reports and environmental compliance documentation. These endeavors cannot be accomplished in a vacuum and our staff are well-versed in project management and will work collaboratively with other City departments and agencies, including regional and state agencies, to ensure that the highest levels of review and feedback are achieved.



4LEAF Planners will arrive on-site with a positive attitude and will make every attempt to move projects forward to achieve successful outcomes. We are creative in our approach and can develop alternative methods to achieve the best outcome for the communities, agencies, and applicants. The Planning Division at 4LEAF is responsible for integrating staff seamlessly into city and county jurisdictions where we are routinely called upon to supplement vacancies and staff shortages. We also provide staff augmentation services when projects require focused processing and

management of a variety of land use applications for compliance with land development codes and general, adopted area, and specific plans.

4LEAF's Planning duties include the development of submittal forms to meet statutory requirements, responding to planning and zoning inquiries on an information hotline and front counter as applicable, and conducting site inspections and property research to support application processing and public meetings. Additionally, our team evaluates development proposals for the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA).

Planning

- | | |
|---|------------------------------|
| • Current Planning | • Site Inspections |
| • Phase I & II Environmental Assessment. | • Application Processing |
| • CEQA Review | • Developing Submittal Forms |
| • Initial Studies | • Property Research |
| • Environmental Impact Reports (EIR) | • Land Use Applications |
| • Emer. Ordinance & Policy Drafting | • Design Review |
| • Review for Rebuilds and Temporary Housing | • Cannabis Regulations |
| • Housing & Safety Elements | • Long-Range Planning |

Current Planning (Counter Intake and Project Review)

4LEAF's Planning duties include ensuring the project team quickly and effectively becomes familiar with City regulations. This approach minimizes the time needed for our Planning Team to become effective answering questions at the Planning Counter regarding Planning application and Environmental Review requirements as well

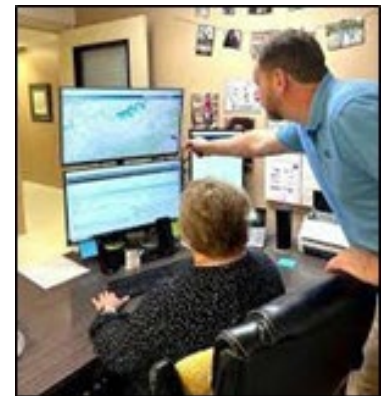


as conducting Project review. This approach ensures cost and time effectiveness of our provision of services to the City and is a foundational principal in our Planning Team’s approach as detailed below.

Project Application Processing

The Counter Planning Technician is an important and vital member of the Planning Team. They will be the first person most applicants and public will encounter at the Planning Counter and will be professional, informative, and able to be appropriately empathetic with applicants in the regulatory compliance context. They will be responsible for application intake and project file creation, establishing the project review calendar, including completeness review pursuant to the Permit Streamlining Act (Government Code § 65920 et seq.).

Our team will use the existing submittal forms and advise the City of potential need for updates to keep pace with the many recent changes to Planning and Housing regulations. The Planning Technician will work with the City and 4LEAF management and planners to ensure staff assignments are confirmed for all Planning applications received. Our Planning Technician has confidence in coming up to speed quickly and providing information over the phone, via email, and assisting with project updates to the City website. Being diligent to, taking in and reviewing project applications for applicant notification of commencement of environmental review or a need for additional materials to be submitted for the City to determine the application complete.

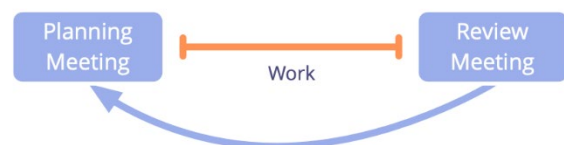


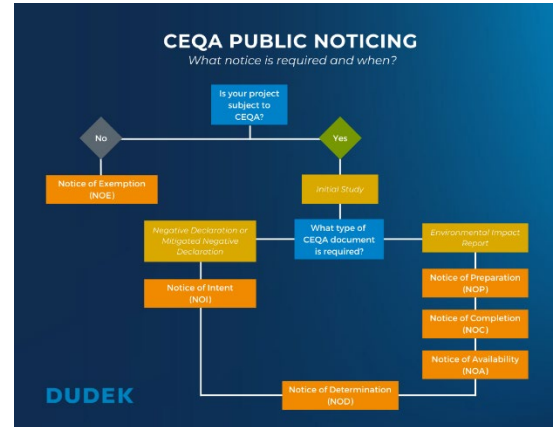
The 4LEAF Planning and Environmental team is composed of experienced Supervisors and Senior level project managers, Associate and Assistant Planners, and Planning Technicians. Our Project Case Planners are assigned cases by the Supervisor or Project Manager in coordination with City staff. Project review assignments will be made to our Planning team depending on the complexity of the project and the applicable experience of the Planner assigned. Our project management approach serves to maximize team ability to process applications effectively from compliance and environmental review to design review and decision-maker hearings. This approach also ensures that our Planning Team is assigned the appropriate number of projects suited to their experience and qualifications, thereby realizing cost and time effective management as part of our approach.

Planning Review Process

Our Planning team members will come to the City informed by our prior experience processing a range of project types: from mixed use commercial and residential projects, hotels, commercial, industrial uses, energy permitting and environmental. Our housing project review experience

includes new, rebuilding, and temporary housing. Our planners understand compliance with a range of new legislation adopted by the Governor since 2017 aimed at addressing the statewide housing shortage at the local level. 4LEAF understands the City is looking for experienced Planning personnel. 4LEAF provides qualified and knowledgeable staff to perform applicant-initiated applications as assigned, including conformance reviews, discretionary case processing, project management, staff report preparation, review of conditions of approval, and attendance at required meetings for the Environmental Review Board, Planning Commission, and City Council.





Our Planning Team provides project review such as:

- 4LEAF will conduct preliminary review of applications during the 30-days of application completeness review pursuant to the Permit Streamlining Act (Government Code Sections 65920, et seq.).
- During review of applications, assess project descriptions for CEQA determination whether adequate information is provided to allow an assessment of environmental effects consistent with the in applications for consistency with County requirements and notify the applicant.
- Projects deemed to have a complete application, which are not deemed Exempt from CEQA review, shall undergo preparation of the following CEQA documents, consistent with CEQA: Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR).
- Tasks may include 4LEAF peer review of Phase I & II Hazardous Substances reports, Stormwater Pollution and Prevention plans (SWPPP), Groundwater, Air Quality monitoring for both the Planning and Public Works departments.
- Provide responses to public inquiries via telephone, email, mail or in person regarding applications.
- Applicants will be notified of any additional information or studies required to ensure a complete project description is provided prior to the application being deemed complete.
- During initiation of project level environmental review, outreach will be conducted to adjacent local and responsible agencies for air quality, water quality, transportation planning, and tribal consultation as warranted.
- Peer review services will be provided by qualified 4LEAF staff and entail reviewing applicant prepared technical studies and tribal consultation letters submitted with project applications when needed. Depending on the environmental review scope, 4LEAF will partner with qualified experts to provide as needed technical studies.
- 4LEAF will provide ministerial review and usher entitlement reviews through discretionary review by decision makers. This review assesses project applications for the appropriate permits and plan amendments for compliance with the City's General Plan and Housing Element, the Zoning Code, State housing requirements, the Subdivision Map Act, Design Guidelines, and applicable objective design guidelines or specific plan requirements.

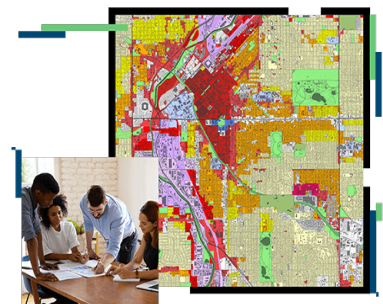


- Confer with and provide information to property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications, and codes.
- Prepare staff reports, resolutions, ordinances, and conditions of approval and give oral presentations to the Environmental Review Board (ERB), Planning Commission, Coastal Commission, City Council, and various committees and commissions, and attend evening meetings as required.
- Analyze data for economic, social, environmental, and physical factors affecting land use and prepare environmental documents for public review and adoption.
- Coordinate with the California Coastal Commission (CCC) staff in preparing LCP Amendments.
- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload while maintaining quality work products, meeting timelines, and staying within budget.
- Process and review City permits, Coastal Permits, Plan Checks, Zoning Clearances, Local Coastal Program, Master Sign Programs, Administrative Permits, Minor and Major Use Permits, Municipal Code, Design and Site Review, Variances, Tree Removal Permits, Tentative Maps, LCP and Land Use Maps, Zoning Map Amendments, and General Plan and Development Code Amendments.

Long-Range Planning

Our long-range Planning team helps cities draft General Plans, policies, and programs designed to guide their physical design and development. We have over 30 years of experience preparing housing elements, general plans, specific and area plans, and environmental documents in diverse types of ecological, land use, and socioeconomic settings. Our mission is to provide our clients with high-level professional expertise, leveraging our local experience and diverse team of experts to create a plan that is contextual and implementable, and meets the requirements and needs of the community. Our approach to every project is centered upon the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

Updating a City's General Plan represents a unique opportunity for a community to update and better define its vision and guiding principles for the future, update policy to meet community needs and State requirements, and create easy-to-use and responsive plans that will help achieve a desired vision and goals. Our Planning team has developed a comprehensive project approach that includes an intimate knowledge of a community's specific political and cultural setting, extensive and inclusive community outreach and engagement, comprehensive planning and community design, integrated environmental review, expert scheduling and budget management, and effective implementation tools.



The team would work with City staff, residents, neighborhood and business groups, developers, and other community stakeholders to help the City achieve its goals. Our long-range Planning Team can:

- Update and implement General Plans, including Housing Elements, Safety Elements
- Prepare and update Community Plans and Specific Plans



- Prepare plans for specific opportunity areas within the City. These plans may focus on economic or employment development, neighborhood design or enhancement, transit, mixed-uses, or a combination
- Prepare, update, and implement a City's Climate Action Plan
- Update the Zoning Ordinance to improve the planning process and development standards
- Organize community programs and outreach events
- Prepare amendments for the City's Municipal Code and Local Coastal Program.

Housing Planning

4LEAF Planning specializes in advanced and housing planning services, offering comprehensive solutions tailored to meet the evolving needs of communities. With a keen focus on implementing critical programs outlined in the 2023-2031 Housing Element of the General Plan, as well as adhering to the City's Below Market Rate Housing Ordinance, our team is adept at navigating complex regulatory landscapes to ensure successful outcomes. We excel in facilitating both private and public development opportunities, providing invaluable support throughout the entire project lifecycle—from conceptual review and site plan assessment to permit processing and beyond. Drawing upon extensive experience, we seamlessly integrate Department of Housing and Urban Development (HUD) and Department of Housing and Community Development (HCD) policies and regulations into our strategic planning approach. Our meticulous attention to detail extends to reviewing applications for completeness and consistency with local, state, and federal regulations, guaranteeing compliance and mitigating potential challenges. Our Planning Team has the expert guidance and unparalleled expertise in advancing housing initiatives and fostering sustainable community development.

In addition, 4LEAF leads the Napa Sonoma Collaborative, an ABAG-supported technical assistance effort funded by Regional Early Action Planning (REAP) grants. The Collaborative assists 16 jurisdictions in Napa and Sonoma counties with Housing Element updates and implementation. 4LEAF convenes regional stakeholders, guides fair housing analysis, and delivers presentations on legislative updates and planning to City Councils, Boards of Supervisors, and Planning Commissions (see <https://napa-sonoma-collaborative-housing-connect-rincon.hub.arcgis.com/>).

Environmental Review Services

Our team evaluates the General Plan, Zoning, Subdivision regulations consistency and environmental impacts of private and public development proposals and coordinates with other divisions to ensure compliance with City standards are met with new development. 4LEAF will prepare the Project Description for review by the City and applicant. The Project Description is an important first step in the project as it defines the project for review for Exemption from environmental review, or whether an Initial Study should be prepared. The Initial Study technical analysis will assess the project's potential effects on the environment and existing uses as compared to the existing baseline condition.





The Project Description is an important first step in the project as it defines the project for review in the Initial Study. It also provides an important opportunity to revise the project to address environmental issues. The Initial Study technical analysis will assess the potential for the proposed project and the potential effects on the environment and existing uses from the proposed project as compared to the existing baseline condition.

The purposes of an Initial Study, as detailed in the CEQA Guidelines § 15063(c)(2) (Initial Study) (Purposes), are to ensure:

- Provision to the Lead Agency [City] with information to use as the basis for deciding whether there is ample support in the public record to support a Negative Declaration (ND) or with mitigation to prepare a Mitigated Negative Declaration (MND).
- Enable an applicant or Lead Agency to modify the project, mitigating adverse impacts and thereby enabling the project to qualify for a ND as detailed in CEQA Guidelines, or
- Whether there is evidence in the entire project record that significant environmental effect(s) would result from implementation of the project and that an Environmental Impact Report shall be prepared.

4LEAF has broad experience managing a range of subconsultants providing technical studies to inform Environmental Review services for resource areas not provided in-house. These resource areas for example include biological resources, cultural and historic resources, and complex traffic and Vehicle Miles Travelled (VMT) analyses. Our Planning team will coordinate with the City to ensure appropriate sub-consultants are identified for each project, either on the City's Qualified Consultant's List or our current partner firms who are qualified to be added to the City's list. 4LEAF's Planning Team is also experienced preparing both Requests for Proposals and Qualifications for technical planning subconsultants. Our Planning Team provides full environmental compliance services from beginning to completion. This encompasses site visits at project initiation and for monitoring for compliance with approved conditions of project approval and environmental mitigation reporting (MMRP), and at the request and authorization by the City.

Project Meeting and Committees

4LEAF recognizes the importance of clear and consistent communication and places a high value on ensuring mutual understanding throughout the project. To achieve this, the 4LEAF team will meet with City staff, including City Councilmembers, Planning & Transportation Commission, Environmental Review Board (ERB), Economic Development Advisory Commission, Zoning Administrator, Downtown Advisory Committee, California Coastal Commission (CCC), various businesses and associations, and other committees necessary throughout the project to refine the scope of work as needed. Our Planning team will facilitate discussions with the City and organizations involved about project goals, potential outreach and engagement techniques, site opportunities and constraints, relevant background information and documents for site conditions, project schedule, and project management protocols. Community concerns relevant to the sites will be discussed, as well as community-based organizations and stakeholders.





Training

4LEAF planners will assess existing training protocols and manuals currently being utilized by the City and recommend necessary updates based on required legal statutes and best practices, if applicable. Planning and environmental training opportunities will be scheduled appropriately and on an as-needed basis as updates to the General Plan and Zoning Ordinance or as planning entitlements are being processed for public hearing reviews. 4LEAF anticipates that training to city staff, City Council and Planning Commission will be a customized approach based on timing of these specific updates or individual land use projects of special interest or as the City implements strategic planning goals. As to a broader approach of training efforts, the Project team will recommend and assist with the coordination of training materials, courses, webinars, or conferences that may better familiarize these parties with planning and environmental regulation, laws, and best practices.

Management of Resources

Due to the inconsistent demand of on-call services, 4LEAF takes a proactive approach to resource management. To offset any uncertainty, 4LEAF has implemented three strategies that allow a cooperative process between offices and the ability to scale up or scale down based upon activity. These strategies include:

- **Strong Mix of Full-time and Part-Time personnel** – 4LEAF employees over 40+ planners available “as-needed” to bolster our staffing capabilities. Our assortment of staff allows us to accommodate any immediate needs of the City without unnecessary expenses and/or delays. This allows 4LEAF to control costs and service our clients in the same fashion.
- **Overtime Staff Augmentation** – 4LEAF services a number of clients by providing optional expedited and overtime staff augmentation services. As required, 4LEAF can utilize our staff to quickly meet the sudden needs of our clients and pay them an over-time rate to do so. Although it is a greater expense to 4LEAF, this is utilized to ensure the City is able to meet project deadlines without needless setbacks.
- **Technology** – Our firm places immense value on technological aptitude, and our staff are fully trained with all industry-standard software, in addition to a number of documentation applications and our own proprietary scheduling system. Due to our extensive training, 4LEAF personnel are always ready to integrate with any Development Services Department and hit the ground running.

PROPOSAL TO PROVIDE
CONTRACT PLANNING SERVICES
TO THE
CITY OF MALIBU

SECTION 6

STATEMENT OF COMPLIANCE



4LEAF, INC.



SECTION 6: STATEMENT OF COMPLIANCE

4LEAF, Inc. has no proposed exceptions, alterations, or amendments to the Professional Services Agreement or for Contract Planning Services for the City of Malibu.

4LEAF, Inc. has no pending nor prior litigation, mediation, or arbitration filed against them or any of 4LEAF's key personnel within the last 5 years, related to performance of any services similar to the Scope of Work described in the City's RFP.

4LEAF accepts that it shall comply with the California Labor Code pursuant to said regulations entitles; Federal Labor Standards provisions; Federal Prevailing Wage Decision; State of California Prevailing Wage Rates, and the City of Malibu's Minimum Wage Ordinance. We have no objections.

COST PROPOSAL

**CONTRACT PLANNING
SERVICES**

TO THE

CITY OF MALIBU



4LEAF, INC.

4440 VON KARMAN AVE, SUITE 300

NEWPORT BEACH, CA 92660

(949) 877-9432

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JULY 8, 2024



COST PROPOSAL

FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF MALIBU

All Rates are Subject to Basis of Charges

Planning

Housing Policy Director	\$235/hour
Planning Director	\$215/hour
Principal/Planning Manager	\$180/hour
Environmental Planner.....	\$170/hour
Senior Planner	\$160/hour
Associate Planner	\$140/hour
Assistant Planner	\$120/hour
Planning Technician.....	\$103/hour

Project Management

Project Manager	\$195/hour
Principal-in-Charge	\$285/hour

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- These above rates reflect the FY2024-2025 contract period. 4LEAF assumes a 3% escalation for FY2025-2026, FY2026-2027, etc. upon market conditions.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.
- In accordance with California’s Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF’s non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.



253 Camino Tolcua, Camarillo, CA 93010
(805) 415-1991 | capstonecityplan@gmail.com

June 7, 2024

Patricia Salazar
Development and Operations Manager
Planning Department
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861

Via e-mail at psalazar@malibucity.org

Dear Patricia:

I am happy to provide you with this proposal for contract planning services for the City of Malibu Planning Department, based on the City's Request for Proposals dated May 24, 2024. It has been a pleasure to serve as a contract planner with the City since November 2022, and I would appreciate the opportunity to continue being a part of the City with the next consultant selection. I am interested in both long-range planning and current case planning opportunities.

In addition to working for the City of Malibu in case planning and with the Municipal Code and Local Implementation Plan amendments for the City's 2021-2029 Housing Element implementation, this past year and a half, I have been assisting many other municipalities with Municipal Code updates. These range from housing programs to design guidelines and sign regulations. A full list of my relevant experience is included in the attached proposal.

In addition to the proposal, Attachment A is a copy of my resume. Attachment B is my Rate Schedule/Fees, under separate cover as requested.

If I can provide you with any other information, or if you have questions, please let me know. Thank you very much for your consideration.

Sincerely,

Allison Cook

Allison Cook AICP
Principal/Owner, Capstone City Planning

PROPOSAL FOR PLANNING CONTRACT SERVICES CITY OF MALIBU

1. ORGANIZATION, CREDENTIALS AND EXPERIENCE

Capstone City Planning is a planning consulting company based in Camarillo, CA that began in June 2022, and is owned and staffed by myself, Allison Cook, AICP. I am the company Principal and would be serving as the contract planner for the City of Malibu projects. I am experienced in both current planning/development review and long-range planning.

Attachment A is my resume. I have worked as a planner for 35 years, primarily with cities, but also in the private sector. From 1992 to 2004, as part of Allison Cook Land Use and Environmental Consulting, I provided case planning, permit expediting, California Environmental Quality Act (CEQA) document preparation, and research and grant making consulting as a contract planner to the City of Santa Barbara, City of Calabasas, City of Carpinteria, Santa Barbara Airport, and Solimar Research Group, among others.

I have worked as permanent staff to the Cities of Santa Barbara, Carpinteria and Agoura Hills, most recently as the Assistant Planning Director of the City of Agoura Hills, from which I retired from government in June 2022.

Since I started Capstone City Planning, I have been happy to work for the City of Malibu, City of San Marino, and the planning and design consulting firm of Moore Iacofano and Goltsman (MIG).

The following paragraphs highlight my most relevant current planning/development review and long-range planning experience to assist the City of Malibu.

Current Planning/Development Review

- Case planner for 12+ development applications for the City of Malibu Planning Department, including residential and commercial projects, some involving legislative changes such as Zone Map Amendments, General Plan Amendments, and Local Coastal Program Amendments (City of Malibu).
- Project manager/case planner for two large mixed-use multi-family residential-commercial developments within the Agoura Village Specific Plan area in the City of Agoura Hills, including Environmental Impact Reports (EIRs). Key issues included: inclusionary/affordable housing, state density bonus, sensitive habitat, creeks, oak trees, cultural resources, Specific Plan Amendment, and Variances (City of Agoura Hills).
- Project manager/case planner for a hillside senior residential care facility in the City of Agoura Hills, including Mitigated Negative Declaration (City of Agoura Hills).
- Project manager/case planner for a hillside multi-family residential and church development in the Ladyface Mountain Specific Plan area of Agoura Hills. Key issues included hillside, oak trees,

- cultural resources, Specific Plan Amendment and General Plan Amendment (City of Agoura Hills).
- Project manager/case planner for a mixed-use multi-family residential and commercial project adjacent to Highway 101 in the City of Carpinteria (City of Carpinteria).
 - Project manager/case planner for multiple single-family residences, condominium conversions, and office buildings for the City of Carpinteria, City of Calabasas, and City of Agoura Hills. Key issues included Coastal Zone, creeks, and very high fire hazard severity zone (Cities of Agoura Hills and Carpinteria, Allison Cook Land Use and Environmental Planning).
 - Project manager for development of city-sponsored affordable housing projects, managing a team of design consultants, as part of Redevelopment Agency (City of Agoura Hills).
 - Project manager/case planner for 25-unit residential subdivision (City of Carpinteria).
 - Airport planner/permit expediter for multiple commercial and airfield-related development projects, including the Airline Terminal Master Plan and Airport Facilities Plan. Responsible for coordinating with federal, state and local agencies for regulatory and environmental permits and approvals, including coastal development permits. Key issues included Coastal Zone, cultural

resources, creeks and riparian habitat, and wetlands/Goleta Slough (City of Santa Barbara).

Long Range Planning

- Planner for the City of Malibu 2021-2029 Housing Element implementation involving Municipal Code Amendments and LCP Local Implementation Plan Amendments (current)(Capstone City Planning).
- Planner for a Specific Plan in Los Angeles County currently underway, in conjunction with the consulting firm of MIG (current)(Capstone City Planning).
- Planner for the City of Santa Ana Zoning Code Update to implement the General Plan, in conjunction with the consulting firm of MIG (current)(Capstone City Planning).
- Project Manager for the City of Culver City Sign Code Update, in conjunction with the consulting firm of MIG (current)(Capstone City Planning).
- Planner for Zoning Code Updates for the Cities of Atascadero and Paso Robles, in conjunction with the consulting firm of MIG (2023-2024)(Capstone City Planning).
- Planner for preparation of the City of Baldwin Park and County of San Diego Objective Design Standards, in conjunction with the consulting firm of MIG (2023-2024)(Capstone City Planning).

- Project Manager for preparation of the City of San Marino Objective Design Standards (2023)(Capstone City Planning).
- Planner for the City of Loma Linda Zoning Code Update for Streamlined Housing Development Projects on Housing Element Sites, in conjunction with the consulting firm of MIG (2023)(Capstone City Planning).
- Project Manager for the City of Agoura Hills General Plan 2035 (completed in 2010) and 2020 General Plan Update (completed in 2022), including EIRs, community outreach and workshops, General Plan Advisory Committee leader, and management of consultants and budgets (City of Agoura Hills).
- Project Manager for the City of Agoura Hills' Housing Elements 4th, 5th and 6th Cycles, and Mitigated Negative Declarations and EIRs, including overseeing consultants and budgets (City of Agoura Hills).
- Project Manager for creation of Objective Design Standards, overseeing work of consultant and budget (City of Agoura Hills).
- Preparer of design guidelines for the Old Agoura area of Agoura Hills (City of Agoura Hills).
- Preparer of Objective Development Standards, comprehensive Zoning Ordinance Amendments, Zone Changes, Specific Plan Amendments, General Plan Amendments to implement the

General Plans and Housing Elements noted above, including creation of new zoning districts (City of Agoura Hills).

- Co-Project Manager for the Agoura Village Specific Plan (2008), a mixed-use multi-family residential and commercial planned area of approximately 300 acres, and project manager for the EIR (City of Agoura Hills).
- Preparer of Zoning Ordinance Amendments, including Inclusionary Housing, Density Bonus, Wireless Telecommunications, Massage, Reasonable Accommodations, and Parking (City of Agoura Hills).

References

Laura Stetson, AICP
Principal, MIG
Tel.: (818) 388-4286
E-mail: lстетson@migcom.com

Joyce Parker Bozylinski, AICP
Planning Consultant
Tel.: (805) 368-7236
E-mail: jparkerbozylinski@gmail.com

Isidro Figueroa
Community Development Director, City of San Marino
Tel.: (805) 815-5284
E-mail: ifigueroa@cityofsanmarino.org

2. UNDERSTANDING OF THE SCOPE OF WORK

The City of Malibu is seeking a contract planner at the Senior Planner or higher level to process planning development applications and long-range planning projects. The contract case planner would be responsible for carrying out tasks normally associated with municipal case planning, including: analyzing a project's conformance with city policies, regulations and guidelines, and state requirements, including that of the California Coastal Act; processing the case through discretionary reviews and coordinating with other city departments and outside agencies; managing the project overall; conducting California Environmental Quality Act (CEQA) review and preparing environmental documents; maintaining excellent and timely communication with the applicant team, public, and city staff; preparing staff reports and resolutions, including findings; preparing conditions of approval; conducting presentations before decision-making bodies; and conducting final planning inspections and site visits, including for story pole approval.

In carrying out long range planning services, the contract planner would prepare amendments to the Municipal Code, General Plan, and the Local Coastal Program (LCP) and related documents, as directed by the Planning Department. In addition to working with City staff, this role would require coordination with the California Coastal Commission staff in preparing LCP amendments and consistency analysis.

The contract planner must have expertise with regulatory documents used by the City of Malibu, including the General Plan, LCP,

Zoning Code, Subdivision Code, other Municipal Code sections, and numerous maps (zoning, etc.). The contract planner must also be experienced in applying various state regulations and Government Code and Public Resource Code provisions, including the California Coastal Act, CEQA and the CEQA Guidelines, the Subdivision Map Act, and the Permit Streamlining Act.

Expectations for the contract planner include maintaining a set schedule during regular business hours of the city and maintaining detailed accounting of the city-consultant contract budget. The contract planner must have knowledge of Microsoft Office Word, Excel, PowerPoint, and Access, as well as GIS. Additionally, the contract planner must be effective at case project management, to include database maintenance, milestones and deadline tracking, monitoring application submittal items and balancing workload with other duties and cases.

The City of Malibu is a unique and well-regarded community, entirely within the Coastal Zone. The citizenry is active in City affairs and interested in maintaining the natural beauty and quality of life of Malibu, and therefore has high expectations for City staff and leaders. At the same time, the business community and land developers desire to maintain their interests. Natural resources in Malibu include the beach, coastal bluffs, Malibu Lagoon, creeks, hillsides, and natural habitat. View preservation and aesthetics are paramount when considering development. Given its natural location, Malibu is also challenged with wildfires and a very high fire hazard severity zone, and hillside stability concerns.

The following paragraphs describe my specific qualifications for meeting the scope of services and my proposal for performing the work.

Technical Expertise

My professional life has mostly been in the public sector working for small- and medium-sized cities, most of which have natural resources and open space, and value managed growth. As a result, I have full knowledge of local municipal planning and the tasks associated with current planning and application processing. I have processed complex discretionary approvals, including site plan reviews, conditional use permits, variances and modifications, parcel and tract maps, General Plan Amendments, and Specific Plan Amendments. I have worked with all types of regulatory documents, and have prepared most of them, such as General Plans, Housing Elements, Ordinances, Specific Plans, municipal code amendments, and design standards and guidelines.

As a case planner, I have processed numerous applications for all types of residential and commercial uses, including mixed-use projects, from taking in the application to signing off on the certificate of occupancy and final inspection. I understand the full planning and development process. I have spent the past two years working for the City of Malibu processing over 12 development applications of various complexity. I have become familiar with City regulatory documents, policies and procedures, as well as overall Planning Department processes and staff.

I started in planning as a preparer of CEQA documents and have maintained that expertise throughout my planning career. I managed the Environmental Program for the City of Agoura Hills, training staff in preparing CEQA documents. I also led a workshop in advanced CEQA for the Association of Environmental Professionals. My work in CEQA has led to my understanding of environmental and resource issues, such as cultural resources (archaeology and historic) and biological habitat (riparian, wetland, endangered plants). I have been present during archaeological exploration and biological surveys. I understand Native American tribal consultation requirements and have led tribal consult meetings.

I am experienced at reviewing a variety of technical documents as part of not only the CEQA review but development review process, and understanding technical terms, such as those involving transportation, geologic/geotechnical, Low Impact Development, hydrology, and cultural and biological resources. Having worked as a planner in the very high fire hazard severity zone in Agoura Hills and prepared the Safety Element of the Agoura Hills 2020 General Plan, I am familiar with wildfire and fuel modification issues.

I am well versed in housing policy and law. I am currently preparing Zoning Code and LIP amendments for the City of Malibu's 2021-2029 Housing Element implementation. I have prepared three (3) cycles of Housing Elements at the City of Agoura Hills and have applied Housing Element policies and state housing laws to development projects, particularly in the Agoura Village Specific Plan and Ladyface Mountain Specific Plan areas of the City of Agoura Hills. I oversaw an

inter-disciplinary team to design city-sponsored affordable housing projects in Agoura Hills as part of the former Redevelopment Agency. I serve on the California Chapter of the American Planning Association (APA) Legislative Review Team, providing input to APA on proposed state legislation related to planning, which in past years has been dominated by housing bills. I am able to apply this knowledge in a contract planner role, both as a case planner in development review and also as a long-range planner creating housing policy and regulations. In the last two years, I have worked for many cities in Southern California updating their Zoning Ordinances to comply with State housing law, including drafting model Accessory Dwelling Unit, Density Bonus, and SB 9 (urban lot splits) ordinances.

My Coastal Zone experience includes working these past two years in the City of Malibu. I also worked in development review in the City of Carpinteria, and for the City of Santa Barbara in obtaining approval for projects at the Santa Barbara Airport, directly adjacent to the Goleta Slough. At the airport, I was responsible for preparing Coastal Development Permit applications and coordinating with both the City of Santa Barbara Planning Division and the California Coastal Commission to obtain approvals.

I am proficient in Microsoft programs, such as Word, Excel and PowerPoint, and familiar with Access and Geographic Information Systems (GIS), particularly the City of Malibu's GIS. I work regularly with the Development Database and OnBase software the City uses, and have recently been brought up to speed with Bluebeam. I understand the story pole procedures for the City and have coordinated with City of

Malibu applicants in approving story pole plans.

Communication

I have excellent written and oral communication skills. My writing includes long-range planning documents (e.g., General Plan), ordinances, resolutions, staff reports (including findings and conditions of approval), and detailed memorandums to the Planning Commission and City Council. I have presented controversial projects and policy items to the Planning Commission and City Council and fielded challenging questions. In Malibu, I have presented to the City's Environmental Review Board. I have effectively presented at public workshops (Housing Element, Agoura Village Specific Plan) and led advisory committees composed of members at large, stakeholders, and Planning Commission and City Council members (General Plan Advisory Committee, Agoura Village Advisory Committee).

Day-to-day communication with City staff (including City departments other than Planning), applicants, consultants, and members of the public is an opportunity to foster excellent working relationships and trust that reflect well on the City. I am highly responsive and helpful in my role as a contract planner, providing necessary information in a clear and cordial manner. My priority is to find common ground and explore solutions to challenges. I return most phone calls and e-mails the same day, but at least by the morning of the next business day. I value superior customer service, including in my relationship with clients, and work in a flexible way to accommodate the needs of my clients.

I have maintained effective and friendly working relationships with Planning Commissions, City Councils and other appointed and elected bodies over many years and different cities. I understand the demands and needs of elected and appointed officials, and my role in serving them. I anticipate potential controversies and challenges, and prepare to address them in advance, providing elected and appointed officials, as well as city management, with necessary information to make decisions. I exhibit a high level of discretion and sensitivity in my working relationships.

I am able to keep regular business hours that meet the needs of the City, and attend meetings, including during the evening. I track progress and status on milestones and budget related to the city-consultant contract regularly and can provide information readily.

Project Management and Leadership

As a manager in a municipal Planning Department for 14 years, supervising and training staff, overseeing administrative programs, and preparing budgets, I understand some of the demands of city and department management. I am sensitive to those needs and work accordingly. I understand the special role of a contract planner in relationship to a client city, and I am dedicated to serving in that position to support the city.

As a planner, I am very organized, diligent, efficient and thorough. I meet all deadlines and often complete work early. I keep track of progress on tasks and deliverables so that I am able to adjust and notify others in advance if milestones are not on track. I maintain task sheets for each project indicating items that I need to attend to

immediately, in the short-range, in the long-range, and items I am waiting on from others. Planning is in many ways a team effort, involving input or deliverables from other city departments, city consultants, other agencies, and the applicant and applicant team. My manner in working with others to obtain necessary information or items is to respect their roles and workload, and find a mutually-acceptable, congenial approach to moving the project forward.

Work Proposal

Planning Application Case Management

The following is the proposed work approach for planning application case management. Since I have been working for the City of Malibu, I am familiar with the Planning Department and its procedures. Under the guidance of the Planning Department staff, I will continue to do the following:

- Briefly review the case and conduct preliminary regulatory consistency
- Discuss the case with the Senior Planner/Team Lead
- Coordinate with other city departments, outside agencies, and other relevant groups for comment on application completeness and other project details
- Provide a letter(s) to the applicant regarding application completeness
- Conduct detailed case review and consistency determination with regulations, policies, guidelines
- Make a CEQA determination (and prepare document, if applicable)
- Approve story pole plan and review installation (if applicable)

- Prepare staff report, resolutions, and other written materials, and incorporate City staff comments
- Communicate with the public on any public comments and concerns on the project
- Provide oral presentation to decision-making bodies
- Review construction drawings during Building Safety plan check
- Inspect construction at key junctures
- Sign off on Certificate of Occupancy and conduct final inspection

This is written as a straight-forward case processing schedule, although the process early on is often more iterative while the application is still incomplete and comments from other departments and agencies are pending. Throughout the process schedule, I will keep the Senior Planner/Team Lead up to date on key project issues and milestones.

Embedded into this schedule is ongoing coordination with the applicant and applicant team, City consultants, City departments, other agencies, and members of the public. The goal is to ensure the application contains adequate information, is clearly understood by the public, is processed expeditiously and that the materials prepared by the case planner are thorough. The case will be processed according to deadlines under the Permit Streamlining Act, Subdivision Map Act, and CEQA (as applicable), as well as other city timelines. In the instance where an environmental document pursuant to CEQA is required, it is assumed that the City would engage a consultant for preparation of the document if it is a higher-level document, which would be overseen by the contract

planner, or I can prepare a lower-level document.

Long-Range Planning Services

Each long-range planning task is unique. I would tailor my work approach to the particular needs of the assignment and at the direction of the City. To any long-range project, I would bring my expertise in State regulations and experience from other municipalities to complete a project responsive to Malibu's particular circumstances. The general work approach is summarized below:

- Meet with City staff to determine service needs and scope of work
- Propose a specific scope of work (and budget/timeline, as needed)
- Review relevant documents and legal requirements
- Conduct other research and studies, as needed
- Prepare administrative draft and public draft versions of the long-range document for City staff comment
- Prepare final versions of the long-range document
- Prepare Planning Commission and City Council staff reports and presentations at workshops and hearings
- Prepare application and analysis for the Coastal Commission, as necessary
- Participate in any public workshops and outreach, as needed
- Provide regular communication and coordination to City staff through meetings and phone calls

3. PROFESSIONAL SERVICES AGREEMENT

I have read the Professional Services Agreement, Attachment 1 of the RFP, and can meet all of the requirements, including insurance. I would request that the City of Malibu consider waiving the requirement for Umbrella or Excess Liability Insurance since I am a small, sole proprietor business with only one employee and not in a commercial office space.

4. LABOR CODE COMPLIANCE

I will comply with the California Labor Code, Federal Labor Standards provisions, Federal Prevailing Wage Decision, State of California Prevailing Wage Rates, and the City of Malibu's Minimum Wage Ordinance. Please note that I am a sole proprietor with no employees.

5. LITIGATION

I have no past, current or pending litigation related to Allison Cook or Capstone City Planning.

6. FEES

Please see Attachment B, Fees, under separate cover.

Date: 6-7-24

Attachment A
Resume



Allison Cook, AICP

253 Camino Toluca

Camarillo, CA 93010 805-415-1991

capstonecityplan@gmail.com

PROFILE

Consultant to municipalities with 30+ years of public and private sector experience.

EXPERIENCE

Capstone City Planning

Owner – Camarillo, CA – 6/2022-present

Provide current planning, zoning and long-range planning consulting services, including zoning ordinances, General Plans, Specific Plans, Housing Element implementation, CEQA peer review and project management to public sector clients.

City of Agoura Hills

Assistant Planning Director – 2015-2022

Principal Planner – 2008-2015

Senior Planner – 2005-2008

Managed long-range planning division, and customer service-focused current planning division, including development review, environmental review (CEQA), front counter services, and architectural review. Project manager for 4th, 5th and 6th Housing Element cycles, General Plan Updates 2010 and 2022, and the Agoura Village Specific Plan, including preparation and implementation. Redevelopment Agency staff managing interdisciplinary design team for City-sponsored affordable housing projects. Project manager of complex and controversial mixed-use development applications, City sponsored annexation proposals, ZOAs, and First Time Homebuyer Program. Supervised all planning department staff.

City of Carpinteria

Senior Planner – 2004-2005

Processed all types of discretionary permits and land divisions, including serving as case planner for single-family residential subdivisions and mixed-use developments in the Coastal Zone. Prepared CEQA documents.

Allison Cook Land Use and Environmental Consulting**Owner/Principal, Ventura, CA – 1992-2004**

Planning consulting services to a variety of municipal entities, consulting companies, and non-profits, including City of Calabasas, City of Carpinteria, City of Santa Barbara, Santa Barbara Airport, Rincon Consultants, Padre Associates, and Solimar Research Group. Group facilitation/mediation, development of grant making strategies for private foundations, CEQA document preparation, development review and entitlement, and master plan preparation.

Santa Barbara Airport**Airport Planner – 1992-1997**

Responsible for current and long-range aviation, environmental, and land use planning and design. Project manager for major wetland impact and mitigation project. Assisted in preparation of the Airport Master Plan, including expansion of Terminal and runways/taxiways. Processed entitlements for Airport development projects, including obtaining regulatory environmental clearance, and conducted ongoing environmental mitigation and monitoring. Staff to the Goleta Slough Management Committee, charged with protection of the Slough.

EDUCATION

UCLA – M.A. Urban Planning, 1992

Connecticut College – B.A. Sociology/Art History, 1989, Magna Cum Laude, Phi Beta Kappa

AFFILIATIONS AND ACTIVITIES

American Planning Association (APA) – since 1990

Association of Environmental Professionals (AEP) – since 2005

Legislative Officer, Central Coast Section, CA APA Board – 2015-2017

CA AEP Advanced CEQA Seminar 2019- Speaker/Instructor

CA APA Legislative Review Team – 2015-present

Attachment B
Rate Sheet (Fees)

Capstone City Planning
Rate Sheet (2024)

Staff Name	Title	Hourly Rate
Allison Cook	Owner/Principal	\$165



Received
07/05/24
Planning Dept

CITY OF MALIBU

Proposal for Contract Planning Services

JULY 8, 2024

www.csgegr.com

Proposal/Qualifications Prepared By
CSG CONSULTANTS

3707 W. Garden Grove Blvd., Suite 100 | Orange, CA 92868
TEL : 714.568.1010 | FAX : 714.568.1028

July 9, 2020

Attn: Patricia Salazar
Development and Operations Manager
Malibu Planning Department
23825 Stuart Ranch Road
Malibu, CA 90265-4861

Subject: RFP for Contract Planning Services

Dear Ms. Salazar,

Thank you for the opportunity for CSG Consultants (CSG) to present our proposal for contract planning services to the City of Malibu (City). To meet the City's needs, CSG brings specialized Planning and Environmental expertise, a depth and breadth of highly experienced staff, an office within proximity to the City, and the ability to adapt to the City's changing needs. ***Having served the City since 2022 in a similar capacity, we look forward to furthering this successful relationship.***

Through our many years of service to our public agency clients, we have learned that key attributes a consultant can offer a client are expertise, experience, responsiveness, flexibility and a solid understanding of community concerns. In addition to acting on these service principles, CSG has as a main objective: to focus on ensuring integrity and excellence in our analyses and processes, culminating in win-win solutions and the successful review of projects.

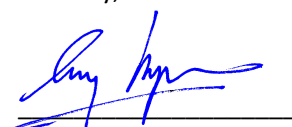
CSG is an employee-owned company and works solely for public agencies, serving as a seamless extension of municipal staff. We currently furnish planning, environmental, sustainability, building and safety, fire prevention, code enforcement, public works and a host of additional services to over 250 municipal clients throughout California. From our broad bench of licensed and certified professionals, we can select and readily commit team members ideally suited to deliver the exact services required and customize results to meet our clients' unique and challenging needs.

PROJECT CONTACTS

Mr. Ethan Edwards, AICP, CSG's Vice President of Planning Services, will serve as the Quality Assurance and Quality Control (QA/QC) manager. Ms. Gena Guisar, AICP, CSG's Director of Development Services for Southern California, will serve as the Client Manager and QA/QC provider for this contract. Their contact information is provided above.

We look forward to assisting the City of Malibu with its Contract Planning needs. As President, I am authorized to legally bind the firm. Mr. Edwards and/or Ms. Guisar would be happy to answer any questions regarding our proposal.

Sincerely,



Cyrus Kianpour, PE, PLS
President

PROJECT CONTACTS

Ethan Edwards, AICP
Vice President of Planning Services
714.699.4297
ethane@csgengr.com

Gena Guisar, AICP
Director of Development Services
714.568.1010
genag@csgengr.com

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APPENDIX

A	Resumes
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1. ORGANIZATION, CREDENTIALS AND EXPERIENCE

FIRM PROFILE

CSG Consultants, Inc. (CSG) is an employee-owned California company with its local and headquarters office in Foster City, California. Additional support is available from our other offices in Fresno, Newman, Orange, Paso Robles, Pleasanton, Sacramento and San Jose. Founded in 1991, CSG performs work solely for public agencies, eliminating the potential for conflicts of interest between developers and agencies. In this way, we can focus exclusively on the specific needs of our municipal clients.

NAME OF FIRM: CSG Consultants, Inc. (C Corporation) (EIN #91-2053749)

DATE OF ESTABLISHMENT: Founded in 1991

HEADQUARTERS: 550 Pilgrim Drive, *Foster City*, CA 94404
(650) 522-2500 *phone*, (650) 522-2599 *fax*
www.csgegr.com | info@csgegr.com

REGIONAL OFFICES: 3707 W. Garden Grove Boulevard, *Orange*, CA 92868
3150 Almaden Expressway #255, *San Jose*, CA 95118
3875 Hopyard Road, Suite 141, *Pleasanton*, CA 94588
930 Fresno Street, *Newman*, CA 95360
2121 North Palm Avenue, Suite 530, *Fresno*, CA 93704
809 9th Street, Suite 2A, *Paso Robles*, CA 93446
1303 J Street, Suite 270, *Sacramento*, CA 95814

NUMBER OF EMPLOYEES: 350+

Our multi-disciplined municipal services staff consists of the following types of professionals:

The CSG Consultants Team Works for You



CLIENT REFERENCES

Our track record of success with our clients is outstanding, and we encourage you to contact our references. The following is a partial list of references for which CSG has provided planning and/or environmental services.

City of Carson

Saied Naaseh

Community Development Director
701 E. Carson Street
Carson, CA 90745
(310) 952-1761 x13654
snaaseh@carson.ca.us
Planning Services

City of Fullerton

Sunayana Thomas

Interim Director of Community & Economic Dev.
303 W. Commonwealth Ave.
Fullerton, CA 92832
(714) 738-6837
sunayana.thomas@cityoffullerton.com
Planning Services

City of Laguna Beach

Anthony Viera

Principal Planner
505 Forest Avenue
Laguna Beach, California 92651
949.497.0398
Aviera@lagunabeachcity.net
*CEQA Services; Laguna Beach
Downtown Specific Plan; 1890 S. Coast Hwy IS/MND*

City of Tustin

Raymond Barragan

Principal Planner,
300 Centennial Way,
Tustin 92780
(714) 573-3016
Rbarragan@tustinca.org
Planning and Environmental Review Services

City of Norwalk

John Ramirez

Community Development Director
12700 Norwalk Boulevard
Norwalk, CA 90650
(562) 929-5700
jramirez@burbankca.gov
Planning Services

Town of Colma

Daniel Barros

City Manager
1198 El Camino Real
Colma, California 94404
650.997.8318
bdossey@colma.ca.gov
*On-Call Planning, Environmental, and Sustainability
Program Management Services*

City of El Segundo

Eduardo Schonborn

Planning Manager
350 Main Street
El Segundo, CA 90245
(310) 524-2312
eschonborn@elsegundo.org
Planning Services
2016–Ongoing

City of Laguna Beach

Anthony Viera, Principal Planner

505 Forest Avenue
Laguna Beach, CA 92561
(949) 497-0398
Aviera@lagunabeachcity.net
Environmental Services

ORGANIZATIONAL CHART

CSG proposes the following staff and organizational structure for this contract. We take pride in providing team members who have a variety of project experience, who are motivated to excel in the Planning field, and who have technical and customer service skills that are crucial to on-the-job success. CSG's **Vice President of Planning Services, Ethan Edwards, AICP**, will serve as contract manager and QA/QC for the City. **Resumes for our proposed team members have been provided in Appendix A.**



PLANNING EXAMPLES

Our track record of success is outstanding. The following is a small sampling of on-call contracts and projects performed under our On-Call Planning and Environmental consulting services.

PLANNING SERVICES | CITY OF NORWALK, CALIFORNIA

CSG staff is currently managing and preparing the Norwalk Transit Village project, a 32-acre Mixed Use Eco-District in the City of Norwalk. The property sits roughly 0.25 acres from a Metrolink Station and is immediately adjacent to a 9.4-acre public park. The project will include up to 770 dwelling units (40% affordable), ample open space, a 150-key hotel, and neighborhood commercial space. CSG's responsibilities include drafting the Specific Plan, managing the CEQA compliance document (in this case, an EIR), Public Outreach, management of due diligence activities and a Remediation Action Plan, entitlement processing and Project Team management. This unique project will occupy the site of a former State-owned Youth Correctional Facility and is subject to the Surplus Land Act. CSG also provides on-call planning staff augmentation.



STAFF AUGMENTATION SERVICES | CITY OF FULLERTON, CALIFORNIA

CSG staff currently provide project management, entitlement, plan review, managerial, and housing related services to the City of Fullerton. Staff is managing complex land use entitlements, provides daily supervision of staff, coordinates and presents internal staff review committee meetings, prepares staff reports, resolutions, conditions of approval, and housing compliance reports. CSG staff has also worked in an advisory role to help create strategies, including creation of standards, for Housing Element compliance.

STAFF AUGMENTATION SERVICES | CITY OF THOUSAND OAKS, CALIFORNIA

CSG staff currently work with the City of Thousand Oaks to provide staff augmentation planning services by reviewing plans for compliance with zoning, design standards, and procedural requirements. Additionally, our staff help research land use issues, trends, and best practices and are assisting with the preparation of new land use regulations including ordinance amendments on self-storage facilities.

PLANNING SERVICES | CITY OF CARSON, CALIFORNIA

CSG provides On-Call planning and environmental services to the City of Carson. As part of this process, our Planning Lead manages technical consultants, provides document review, conducts community outreach, and attends community and City Council meetings. Our staff is currently managing The District at South Bay Specific Plan amendment for a modification to the permitted land uses and development standards for a portion of its 157-acres. The site remains undeveloped, as it was used as a landfill site for the deposition of waste/refuse from areas throughout Los Angeles County between 1959 and 1965, prior to the incorporation of the City of Carson.



STAFF AUGMENTATION SERVICES | CITY OF BURBANK, CALIFORNIA

CSG provides as-needed planning services for the City. Services include reviewing single family development permits to comply with the cities' design guidelines and neighborhood compatibility review, working with the applicants and city staff to create compatible development projects within the existing historical neighborhoods and special districts, and drafting approval letters, mailing notices and sign requirements.

STAFF AUGMENTATION SERVICES | CITY OF LAGUNA NIGUEL, CALIFORNIA

CSG provided planning support services to the City of Laguna Niguel. Services include site plan reviews, entitlement processing, and public counter support.

PLANNING SERVICES | CITY OF GARDEN GROVE, CALIFORNIA

CSG staff currently provides project management and staff augment planning services to the City of Garden Grove. Staff manages the entitlement process for various priority developments and serves as the main point of contact representing the City. Staff also provides plan review, plan check and public counter coverage services.

PLANNING SERVICES | CITY OF EL SEGUNDO, CALIFORNIA

CSG staff provides project management and entitlement processing services for the City of El Segundo. We currently manage several high-profile projects, including a ±140-acre mixed use site on the former Raytheon manufacturing site, the Los Angeles Chargers headquarters/training facility, and a mixed-use media campus. Other noteworthy projects include the Smoky Hollow Specific Plan Amendment and EIR for the Grand Kansas II Project. CSG staff provides entitlement project management and conducted a peer review of the environmental documentation for this office and commercial development. Our services also include Site Plan Review, Specific Plan Amendments, Coastal Development Permits, public outreach and grant administration.



City of El Segundo – Entitlement Processing



Los Angeles Chargers Headquarters & Training Facility: For this project to develop the Los Angeles Chargers headquarters and training facility, CSG's Planning team, Leila Carver and Brad Misner, assumed a project manager role in working with the applicants to process the requisite entitlements which including an EIR Addendum, Development Agreement Amendment, Minor Amendment of the Smoky Hollow, Specific Plan, Vesting Tentative Tract Map, and Site Plan Review. CSG successfully presented the entitlement package, staff reports, resolutions, and project presentation to both the

Planning Commission and the City Council, and both were approved. All together this 14-acre project comprises a three-story, 143,702 sf headquarter facility with office space, studio space, and player training; three practice fields, storage buildings, 347 parking spaces, and privacy netting along eastern and southern boundaries.

ENVIRONMENTAL PLANNING PROJECTS

JANSS MARKETPLACE HOTEL EIR | CITY OF THOUSAND OAKS, CALIFORNIA

CSG is preparing an Environmental Impact Report (EIR) to evaluate the potential environmental impacts of the development of a hotel at 225 North Moorpark Road in Thousand Oaks. The proposed project includes demolition of the current two-story retail building, to be replaced by a five-story dual hotel and retail pad, the creation of a map to designate airspace rights, and a zoning change to the footprint of the hotel to increase the building's height limitation.

RANCHO DEL MAR AFFORDABLE HOUSING OVERLAY ZONE IS/ND | CITY OF ROLLING HILLS, CALIFORNIA

CSG prepared an environmental document to evaluate the potential environmental effects of the City of Rolling Hills at 38 Crest Road site. The proposed project included the addition of a Mixed-Use Multi-Family Overlay Zone (Rancho Del Mar Affordable Housing Overlay Zone); all associated General Plan Land Use Element updates; as well as all related Zoning Ordinance and associated Map changes. The proposed mixed-use, multi-family overlay zone would accommodate the existing uses of the site and allow for new multi-family units to be developed at a future date. While preparing the IS/ND for the initial overlay zoning, General Plan and Zoning Ordinance changes, CSG was able to assist the City of Rolling Hills initialize all associated CEQA requirements for the Housing Element updates for the 4th and 5th Cycle updates, by the end of the calendar year 2020.

ADMINISTRATIVE HEADQUARTERS PROJECT | ORANGE COUNTY SANITATION DISTRICT, FOUNTAIN VALLEY, CALIFORNIA

CSG provided peer review services for the Initial Study/Addendum to the Fountain Valley Crossings Specific Plan EIR for the proposed Administrative Headquarters Building Project sponsored by the Orange County Sanitation District. CSG's peer review services identified potential issues and topics of concern related to the adequacy of the tiering document, consistency with impacts and conclusions of the EIR and applicability of proposed and referenced mitigation.

2. UNDERSTANDING OF THE SCOPE OF WORK

CSG'S UNDERSTANDING OF THE CITY'S SCOPE OF WORK

CSG understands the City is seeking contract planning services to augment staffing levels to support the processing of planning development permits and long-range planning projects. If selected, CSG would perform professional municipal planning case management services and assign a Senior Planner (or higher level) for applicant-initiated applications as assigned by the Planning Department. Services would include conformance reviews, discretionary case processing, project management, staff report preparation, CEQA documentation, review of conditions of approval, and attendance at required meetings for the ERB, Planning Commission, and City Council. CSG has a long track record of demonstrated success in coastal cities throughout California, and is well positioned to deliver the following services to the City of Malibu:

- *Reviewing applications for complex residential and commercial development and evaluating alternatives and conformance with the City's General Plan, Municipal Code, Local Coastal Program, and State Laws.*
- *Based on information from reviews, preparing recommendations for actions by City staff, elected or appointed officials.*
- *Processing coastal development permits, administrative plan reviews, site plan reviews, minor modifications, variances, conditional use permits, subdivisions, parcel maps, and other entitlements as assigned*
- *Working with property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications, and codes. CSG staff excels at working with these parties to explain codes, requirements, procedures, and evaluation of alternatives.*
- *Coordination with outside agencies and City departments involved as part of the development review process*
- *Conducting final planning inspections, story pole visits, and other site visits as needed*
- *Review of applications and projects for compliance with CEQA*
- *Presentations for the Planning Commission, City Council, and various committees and commission, and attendance of evening meetings as required.*
- *Preparing staff reports, resolutions, and ordinances for the Planning Commission, ERB, and City Council. Documentation will be prepared in a form prescribed by the City, normally associated with case processing.*

METHODS AND APPROACH

CSG views every assignment and project as a way to build long-lasting, meaningful working relationships with our clients. We always seek to excel in maintaining a clear line of communication with every client, stakeholder, agency, decisionmaker and project team members to ensure assignments and projects are achieving and exceeding expectations. We work with positive attitudes, focused on teamwork and have a shared determination in exhibiting professionalism in everything we do. Our mission is to consistently meet or exceed our client's expectations in a responsible and efficient manner.

At CSG, we act as project managers in most of our efforts, but we are first and foremost planners. Our goal is to always perform as a "partner planner" for our clients, providing additional support and services to existing agency staff members. CSG's project managers bring decades of project management experience, implementing best practices, while delivering work products on time and within budget while.

We believe that a comprehensive approach to project management includes attention to land planning, economic feasibility, urban design, and the environment. Our project management philosophy is built upon the anticipation of,

and preparation for, all issues that may arise throughout the project process. By constantly considering and developing the appropriate process and plan to address political, environmental, social, and design challenges/opportunities, we can better serve the City while delivering the highest quality product. Our management team of senior professionals will work in close partnership with City staff to ensure continuous coordination of our proposed services. They will assist the City in determining planning and environmental review requirements with support from additional CSG planners and technical staff that allow our team to provide a wide range of services in a cost-effective manner.

PLANNING

CSG's approach to current and long-range planning is to “dig in” and become familiar with the City's General Plan, Zoning Code, ongoing projects, and development trends so that we may best assist the City. Our approach includes:

- *Analyzing a project's compliance with the City's plans, policies and regulations. Our staff is familiar with conducting plan checks and design review; evaluating Tentative Maps, development permits, conditional use permits, and other permits; and conducting General Plan and zoning amendments;*
- *Reviewing and processing both ministerial and discretionary applications;*
- *Researching, compiling and analyzing social, economic, environmental and associated data;*
- *Preparing the necessary long-range planning documents and amendments;*
- *Meeting with developers, their consultants and other project proponents, such as property owners and other interested groups, for any project. We recognize that these are important groups and individuals to any project; and*
- *Providing public counter services, including but not limited to, answering general questions and processing Zoning Clearances, Accessory Dwelling Unit Zone Clearances, Temporary Use Permits, Home Occupation Permits, and/or Short-Term Rentals permits.*



Members of our staff are currently actively working in a variety of methods both hybrid and in agency offices, holding regular office hours, and answering public inquiries by email, mail, or telephone, whichever schedule the client wishes. Our staff are available to attend community meetings and present at public hearings; prepare staff reports, resolutions, ordinances; and prepare oral and/or electronic presentations. CSG staff have demonstrated expertise with regulatory documents used by the City of Malibu Planning Department. These include, but are not limited to:

- *City of Malibu Local Coastal Program*
- *City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)*
- *City of Malibu General Plan*
- *City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Overlay Districts, etc.*
- *Coastal Act*
- *CEQA Guidelines*
- *Subdivision Map Act*
- *Permit Streamlining Act*

CSG staff also has knowledge and experience in providing affordable housing support, preparing and administering grants, preparing parking studies, performing fiscal and economic analyses, as well as providing Geographic Information System (GIS) assistance. Our staff is well-verse in utilizing computer applications such as Microsoft Office, Excel, PowerPoint, Access, and GIS programs.

CURRENT AND ADVANCED PLANNING

At CSG we believe that changing environmental conditions, increased need for housing, diminishing raw land supply, complex mobility issues, urban infill opportunities, and affordability are all becoming pivotal factors driving projects and the future of development. Our team is capable of fusing thoughtful creativity with function, practicality with aesthetics, and connecting places with people. Our staff have the expertise to work on various current and advanced planning projects.

Current Planning

CSG's Planning team provides contract staff support, entitlement services and project management for a variety of types of projects. We excel at interfacing with public agencies and elected officials, tackling a wide range of current planning issues, and serving as case planners, applicant liaisons, or even assisting the public at the counter. Our staff planners perform daily planning activities, such as (but not limited to): zoning review and compliance, project entitlement services, Subdivision Map Act compliance, site plan review and design review, plan check, construction inspection services based on approved plans and conditions of approval, and other services as needed. Our planning staff also serve as an extension of city or City staff in a number of jurisdictions, preparing staff reports, ordinances, resolutions, and making presentations to Design Review Boards, Planning Commissions, City Councils or Boards of Supervisors.

Advanced Planning (Long-Range Planning)

CSG's planners are well versed in the creation and management of long-range policy documents, and assist communities with visioning, goal setting and implementation, as well as project coordination for applicants and their consultant teams. Our team has prepared General Plans, Specific Plans as well as Community and Area Plans, Design Guidelines, Zoning Code updates, and Economic Development Plans. CSG can assist the City in long-range planning services that include, but are not limited to the following:

- ▶ *Preparing amendments to the Malibu Municipal Code, General Plan, and Local Coastal Program amendments—including staff reports, resolutions, and ordinances. CSG's staff has extensive experience in the California Coastal Commission certification review process.*
- ▶ *Acting as a liaison between the City and other agencies, while attending hearings as needed*
- ▶ *Preparing policy, interpretations, and procedural documents on behalf of the Planning Director*
- ▶ *Making presentations to the Planning Commission, City Council, and various committees and commissions, while attending evening meeting as required*
- ▶ *Working closely alongside the California Coastal Commission (CCC) staff in the preparation of LCP Amendments and attending CCC hearings if requested by staff*
- ▶ *Preparing LCP Consistency Analysis as part of any LCP amendments*

ENVIRONMENTAL PLANNING SERVICES

CSG has the environmental staff resources to manage and prepare clear, concise, and legally defensible environmental documents under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for projects of all types, including development, infrastructure improvements, ecological enhancements, and policy adoption documents, such as General Plans and Specific Plans. CSG will serve as an extension of City staff to ensure that the entire environmental review process is conducted in a comprehensive manner. CSG will consider recent legislation, court decisions pertaining to CEQA and NEPA and agency requirements.

Our objective is to provide premium services to our clients, along with highly accurate technical documentation and impact determinations. Our approach entails an efficient process to ensure that studies are comprehensive, objective, technically accurate, and complete, while maintaining a focus on the schedule established for the review. Our approach includes consistent and regular interaction and communications between staff, our team and other interested/responsible governmental agencies and parties, as appropriate, allowing for frequent exchange of information without loss of time or resources.

Our range of types of CEQA studies includes Categorical Exemptions, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Project/Program/Focused/Supplemental/Subsequent and Addendum Environmental Impact reports (EIR's), consistency checklists, as well as mitigation monitoring programs. We can assist the City with recommendations and scoping for the appropriate CEQA and NEPA documentation and, should an EIR be the determined clearance, CSG can lead the preparation of response to comments and any required findings of facts/statement of overriding considerations. We are also ready to assist the City with project stakeholder coordination, filing of public notices, participation in public hearings and complete project management services throughout the environmental review process.

Approach to Environmental Planning

CSG planners are environmental stewards for our natural and built environments. CSG's approach to any environmental documentation (whether for CEQA or NEPA) is to understand and analyze each project based on the environmental issues that are pertinent to a project. CSG's approach to environmental documentation emphasizes technically solid, impartial analysis, and active management to keep projects on schedule and within budget. We pride ourselves on our ability to turn products around quickly and effectively without sacrificing quality and accuracy.

CSG recognizes that future City projects, depending on their type, size and issues of concern, may require several different types of CEQA and NEPA processes. For NEPA, the evaluation and associated environmental assessment will be prepared in accordance with the format and content specified by the NEPA lead agency. For CEQA, the work program will be initiated following the completion and confirmation of the Project Description. As directed by the City, CSG can then proceed with the preparation of an Initial Study pursuant to Appendix G of the CEQA Guidelines. The Initial Study will provide a screening and threshold review for each topical area in order to confirm and proceed with the appropriate CEQA clearance review.

Additionally, and more specifically, we embrace the following steps in the review process:

- *Establish a communications protocol and technical leads, including subconsultants and other key team members to ensure project critical information is efficiently and accurately conveyed across the team.*
- *Ensure roles/responsibilities are clear for efficient management of assignments and quality control of services and deliverables.*
- *Utilize experienced staff with extensive relevant experience who will do the job right the first time.*
- *Agree on initial project schedule and budget and a protocol for updating status on both during all project phases.*
- *Determine key project description details with the City early to facilitate accurate and consistent reviews and analysis.*
- *Verify that the technical approach/scope of services, as conveyed in the proposal, meet City expectations following completion of the Project Description.*
- *Collaborate up front with the City on standard templates for project deliverables, including peer review technical memoranda and CEQA document components.*

Communications and Techniques. As previously mentioned, CSG’s goal is to provide cost-effective, technically sound, and legally defensible environmental consulting and documentation services to our municipal clients. To this end, we emphasize frequent, informal communications with agencies and prepare concise verbal and written summaries of project information that can be readily shared with project participants and City staff. Our firm’s management style involves “no surprises”, which means that if we encounter a challenge or constraint, we will immediately notify the City and be prepared to provide proven, short and/or long-term strategies for remedying any situation we encounter. Our project management philosophy revolves around an infrastructure of effective communications and problem solving, resulting in effective results for a particular situation.

Developing Project Descriptions and Context. One of the most important factors in preparing a legally defensible environmental document is having a complete and accurate understanding of the proposed project/action prior to initiating environmental analysis or review. Taking the time to fully describe “the whole of the action” can result in significant time and cost savings. Further, initiating technical studies and starting the CEQA process at the appropriate time eliminates the need to backtrack and redo analysis due to new or changing project circumstances. CSG will assist City staff in defining the precise location and boundaries of all of the components, facilities, and associated infrastructure to be studied for a proposed project. CSG will also assist the City in identifying opportunities to keep a project moving forward, despite uncertainties. For example, if a specific utility alignment is not yet known, CSG can evaluate a larger area in the field in order to provide flexibility in the project design, while allowing the environmental studies to proceed.

Conducting Preliminary Environmental Compliance Review. CSG’s proposed approach to preparing environmental documentation is reflective of our experience in dealing with the preparation of documentation for a wide range of projects. After conducting a preliminary environmental compliance review to confirm whether and at what level a project is subject to CEQA, CSG will consider whether a statutory or categorical exemption may apply and provide the appropriate recommendation. CSG will also evaluate whether a project may be eligible to utilize one or more of the applicable CEQA streamlining provisions.

Preparing Initial Studies. When it is determined that a project/action is subject to CEQA and no statutory or categorical exemptions/exclusions apply, CSG would recommend that an Initial Study be prepared to determine the level of CEQA clearance that is required. An Initial Study is the common supporting review documentation for a (mitigated) negative declaration determination. In certain instances, we know early on that a proposed activity may have the potential to result in significant impacts and that the preparation of an EIR will be required. In these cases, depending upon a project’s circumstances, CSG can either bypass the preparation of an initial study and immediately proceed with preparing an EIR, or we may recommend that it is beneficial to prepare an Initial Study as a tool for scoping an EIR to only those topical areas that may result in a potentially significant impact.



Preparing EIRs. When there is substantial evidence that a proposed project or action may result in potentially significant impacts on the environment, CSG provides the technical capabilities and expertise to assist our agency clients in preparing an EIR, including, but not limited to: defining the project description, identifying stakeholders and affected agencies, maintaining the administrative record, preparing and distributing the notice of preparation for a 30 day review, conducting a scoping meeting, preparing supporting technical reports and Administrative Draft EIR for internal review, preparing and circulating the Public Review Draft EIR for a 45 day review period, drafting responses to comments, preparing the Final EIR and Mitigation Monitoring and Reporting Program, preparing

Findings of Facts, and, as necessary, preparing a Statement of Overriding Considerations to support a lead agency's final decision on a project.

Leveraging Knowledge of Local, State, and Federal Regulations. CSG regularly works with regulatory agencies through the CEQA process to identify, discuss, and resolve key environmental issues, as well as during the regulatory permitting phases of a project. We have professional working relationships with local, State, and Federal agency staff and can facilitate discussions and meetings as needed for items and issues for discussion. Our management and technical staff have excellent working relationships with Caltrans, California Department of Fish and Wildlife, the Regional Water Quality Control Boards, California Housing and Community Development, the Army Corps of Engineers, and other State and Federal agencies.

Public Input Processes and Dissemination of Information. CSG will help the City ensure that responses to public comments received on environmental documents are complete and accurate for the purposes of CEQA. CSG can assist the City in preparing robust community outreach plans that include ongoing public engagement opportunities, or we can attend public hearings and meetings either to answer questions on the City's behalf or present our findings to the decision-making body. Should any additional/new public comments be raised at these hearings and meetings, CSG can assist the City in appropriately responding to these comments.

Ensuring Compliance with Processing and Legal Requirements. The CSG team has historically prepared CEQA documentation for low to highly controversial projects and we have an excellent record of legal defensibility for the documentation we prepare. We exercise particular care to ensure that CSG's environmental documents contain thorough environmental analysis and explicitly document all data sources and research contacts. This approach reduces the potential for successful legal challenges and assists lead agencies in preparing the administrative record. CSG staff are experienced in conducting environmental review for controversial projects and we have developed research and documentation techniques that can reduce the potential for legal challenges.

Quality Assurance/Control. CSG is committed to providing high quality documentation that engenders client satisfaction, meets the needs of the project, and withstands legal scrutiny. Therefore, conducting in-house QA/QC reviews concurrently with the preparation of written technical documents is a critical part of our delivery of technically sound and legally defensible environmental documents. Our approach to achieving the envisioned level of quality includes the following steps: First, our QA/QC process begins with the assignment of staff members who have the appropriate technical expertise to complete the work. Second, all work products are prepared with oversight and reviewed by an assigned technical lead. Third, upon completion of the first internal draft of a technical document or report, it is reviewed by the project manager for consistency with the project description, compliance with the approved scope of work, and technical accuracy. Once the documentation has been revised and updated to the satisfaction of the project manager, it is sent to our technical editor for review of grammar, proper nomenclature, references, and methodology consistency. The last step before the document is submitted to the City is a thorough and complete word processing review that produces a correctly formatted document, with accurate references to tables, exhibits, appendices, and the table of contents. Only then is the document submitted to the City for review.

3. PROFESSIONAL SERVICES AGREEMENT

CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

CSG confirms it can comply with the terms and conditions of the City's Standard Professional Services Agreement as attached to this RFP.

4. COMPLIANCE

COMPLIANCE STATEMENT

CSG shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions, Federal Prevailing Wage Decision, State of California Prevailing Wage Rates, and the City of Malibu's Minimum Wage Ordinance.

5. LITIGATION

LITIGATION HISTORY (PAST FIVE YEARS)

Eric and Jen Hoogeveen.

The claimant alleged damages to their sump pump outlet pipe due to a resurfacing project for which CSG was providing construction management services in July of 2019. The case was settled in January 2020 for an amount of \$2,250.

Stephen Estrella v. City of South San Francisco Code Enforcement, a Public Entity, et al. (Case #20-CIV-05257). A CSG employee was driving his personal vehicle and allegedly drove over Stephen Estrella's foot while the CSG employee was working for the City of South San Francisco. A claim was made against the CSG employee's auto insurance, and damages were paid. On November 24, 2020, a lawsuit was filed against the City of South San Francisco and CSG for the same incident. The case was settled and closed on February 23, 2024.

Tilafaiga Taape, Jr. v. Rosemary Hanson and CSG Consultants. The property owner at 34 Visitacion Avenue in Brisbane was named along with CSG for a railing that failed on private property. CSG provides services to the City of Brisbane for building plan review and inspection. CSG was released from the case since it was not involved in the condition of the existing railing on the private property. The CSG dismissal forms for this case were completed on March 2, 2021.

6. FEES

HOURLY RATE SCHEDULE

CSG's fee schedule has been provided as a separate file, per the City's request.

7. TIMELINE

TIMELINE FOR CONTRACT AWARD

CSG understands the City intends to award a contract for services to begin in August 2024, with a professional service agreement base term of two years.

APPENDIX A

Resumes

Ethan Edwards, AICP

VICE PRESIDENT OF PLANNING SERVICES

Mr. Edwards serves as the Vice President of Planning Services for CSG Consultants. To this role, he brings expertise in current and advanced planning, design review, coastal development review and CEQA, project and planning staff management, and professional practice building – from over 24 years of increasingly complex land use planning and management experience in Orange and Los Angeles Counties, northern California, and the State of Oregon. Prior to joining CSG, Mr. Edwards served as a planner for several public and private sector organizations and has served in various management roles including Community Development Director, Planning Manager and Principal Planner.

CSG Project Experience

Acting Community Development Director/Planning Manager | City of Carson, California. Mr. Edwards served as the Acting Planning Manager and Community Development Director for the City of Carson where his duties included oversight of the Planning Department (including CSG staff), project management, scheduling, budgeting, agenda review and participation in public hearings. He also managed the City's on-call environmental and design consultants and provided direction on the comprehensive General Plan Update.

Principal Planner | City of El Segundo, California. As a contract Principal Planner, Mr. Edwards manages complex discretionary and administrative permits including Development Agreement negotiation, environmental impact report management; prepares agendas, reviews and prepares reports; conducts presentations to elected officials, commissions, and citizen groups.

Relevant Previous Experience

Planner | City of Huntington Beach, California. While working with the City of Huntington Beach, Mr. Edwards managed discretionary and administrative permits; mentored staff; prepared agendas, reviewed and prepared reports, and interpreted zoning regulations as the Zoning Administrator Liaison; oversaw environmental consultants; and provided City management solutions for permit processing streamlining and customer service strategies.

Planning Manager | Baysinger Partners Architecture, Portland, Oregon. Mr. Edwards' duties as Planning Manager included: supervising the planning and entitlement division; managing staff priorities and department budget; preparing and processing applications for public and private development projects; providing consultant coordination and project management; and professional practice building.

Planner | City of Beaverton, Oregon. Mr. Edwards provided project management for current planning projects; assisted in design review code revisions; gave presentations to elected officials, commissions, and citizen groups; and served as the City staff liaison for an inter-jurisdictional commuter rail project and committee.

Associate Planner | City of Santa Monica, California. Mr. Edwards gave presentations to zoning administrator, planning commission, and architectural review board and prepared reports for a variety of entitlement projects while working for the City of Santa Monica.

Associate Planner | Civic Solutions, San Juan Capistrano, California. Mr. Edwards provided contract planning, grant writing/management services for the cities of Rancho Santa Margarita, San Gabriel, and Santa Monica.

Education

*Bachelor of Science, Urban and Regional Planning
California State Polytechnic University
Pomona, California*

Professional Affiliations

*American Planning Association |
Orange County Chapter
Los Angeles Chapter
Northern Chapter
Central Chapter*

American Institute of Certified Planners

International City/County Management Association

Association of Environmental Professionals

Glenn Lajoie, AICP

PRINCIPAL, DIRECTOR OF ENVIRONMENTAL PLANNING

Mr. Lajoie has over 35 years of experience in the practice of CEQA/NEPA environmental review and Community Planning for clients and agencies throughout California. His range of environmental review studies has included policy, land development and infrastructure projects. Along with an extensive background in CEQA/NEPA, his practices have also encompassed policy planning programs, such as General Plans, Specific Plans, neighborhood studies and due diligence analysis. Mr. Lajoie's skill set includes project and budget management, quality assurance, meeting facilitation, agency staff service assistance, and third party/peer review verification of analysis and findings. His primary objective as a professional planner has always focused on assuring integrity, quality and legal defensibility of analysis and processes, culminating in win-win solutions for clients and communities.

Mr. Lajoie has an extensive background with local and regional agencies throughout California. The geographic context is wide ranging including: resort and destination projects in the Town of Mammoth Lakes; numerous infrastructure and water availability/desalination project reviews in the Community of Cambria; city center and neighborhood revitalization opportunities in Lancaster: over two million square feet of expansion for the Raytheon Corporate facility in El Segundo; Long Point (Terranea Resort) in Rancho Palos Verdes; downtown high rise and mixed-use proposals in Long Beach; The 2035 General Plan Update for Buena Park; buildout of the Cypress Business Park Master Plan in Cypress; campus modernization and enhancement projects at the University of California, Riverside and the master plan for beautification and growth at the Hotel Del Coronado.

Education

Master's Degree in Public Policy and Administration

*California State University
Long Beach, California*

*Bachelor of Arts, Geography/
Urban Studies*

*California State University
Long Beach, California*

Professional Affiliations

*American Planning Association
(APA)*

*Association of Environmental
Professionals (AEP)*

Relevant Project Experience

- ▶ Amazon Delivery Station IS/MND, West Covina
- ▶ Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR
- ▶ Brookhurst/Adams Intersection Improvements EIR, Huntington Beach
- ▶ Dana Point Town Center IS/MND, Dana Point
- ▶ Department of Water and Power Specific Plan Amendment EIR, Seal Beach
- ▶ Downtown Fairfield Justice Center Campus IS/MND, Solano County
- ▶ Historic Downtown Upland Specific Plan/EIR, Upland
- ▶ Hyundai North American Corporate Campus EIR, Fountain Valley
- ▶ In-house CEQA Training, Laguna Beach
- ▶ Janss Marketplace Hotel EIR, Thousand Oaks
- ▶ Lincoln (Nelles) Specific Plan EIR, Whittier
- ▶ Mammoth Yosemite Airport Regional Air Service IS/MND, Mammoth Lakes
- ▶ Manteca Marketplace Section 15183 CEQA Consistency Checklist, Manteca
- ▶ Mission Viejo Medical Center Office Building EIR
- ▶ North Third Street Mixed Use IS/MND, Burbank
- ▶ Oasis Road Specific Plan Master EIR, Redding
- ▶ On-call Environmental Planning Service, Calaveras County
- ▶ On-call CEQA Review, Colma
- ▶ Palmdale Transit Village Specific Plan/EIR, Palmdale
- ▶ Piercy Road Industrial Warehouse IS/MND, San Jose
- ▶ Robinson Ranch North EIR, Yucaipa
- ▶ South Pasadena Downtown Revitalization Project EIR, South Pasadena
- ▶ South San Francisco 2040 General Plan Update EIR
- ▶ Southeast Development Area Specific Plan Program EIR, Fresno
- ▶ The Colonies at San Antonio Specific Plan EIR, Upland

Gena Guisar, AICP

PRINCIPAL PLANNER

Ms. Guisar, AICP, is a highly experienced urban planner in both the private and public sectors. Ms. Guisar has designed and managed a wide variety of development applications and led teams through the entitlement and environmental review process. Her approach to General Plan Updates, Specific Plans, master planning, CEQA compliance, yield studies, code analysis, historic research, demographic studies, conceptual grading and conceptual landscape design involves placemaking, sustainability, and economic feasibility. Ms. Guisar's thorough knowledge of the principles and practices of urban and regional planning, zoning, and subdivision concepts makes her an asset to any development team. The scale and scope of Ms. Guisar's projects not only require her to be creative and detail oriented, but flexible, adaptable and multidisciplinary.

Relevant Project Experience

Contract Principal Planner | City of Carson, California – Ms. Guisar recently served as the Interim Planning Manager for the City of Carson. She currently serves as a Contract Principal Planner where she manages several high-profile, complex entitlement projects. Ms. Guisar oversees every aspect of each project, including coordination with the applicant team and city staff, project review, public outreach, schedule and budget management, preparation of staff reports and notices, and presentations to elected officials and stakeholders. Ms. Guisar is also responsible for the CEQA compliance documentation, which is an EIR for all projects.

Contract Principal Planner | City of Norwalk, California – Ms. Guisar is currently assisting the City of Norwalk in the project management of a large mixed-use TOD redevelopment project. Ms. Guisar oversees all aspects of the project including due diligence, CEQA compliance, urban design, public outreach, the Specific Plan and the Development Agreement. Ms. Guisar coordinates closely with City Staff, subconsultants and the applicant team while maintaining schedules and budgets.

Contract Principal Planner | City of Palos Verdes Estates, California – Ms. Guisar is preparing the sixth cycle Housing Element Update for the City of Palos Verdes Estates. Ms. Guisar's involvement includes extensive meetings and coordination with the California State Department of Housing and Community Development, community outreach and public hearings.

Contract Principal Planner | City of El Segundo, California – As a contract principal planner, Ms. Guisar led the effort to administer an SB 2 grant for the City of El Segundo. The SB 2 grant will fund several activities related to the City's Housing Element Update, such as public outreach, the housing sites inventory, zoning analysis, and housing-related ordinances. In addition, Ms. Guisar also managed other complex entitlement projects, prepares agendas, reviews and prepares reports; and conducts presentations to elected officials, commissions, and citizen groups.

Contract Principal Planner | City of Fullerton, California – Ms. Guisar provided oversight for design and development review for various projects within the City of Fullerton. Ms. Guisar's services included zoning text amendments, ordinance preparation, and coordination with various City staff.

Contract Planner | City of Garden Grove, California – In her role as a contract Planner for the City of Garden Grove, Ms. Guisar managed a variety of development applications, reviewed and processed administrative permits, and participated in long range planning efforts. Ms. Guisar services also included the preparation of reports and presentations to the Zoning Administrator, Planning Commission and City Council.

Education

*Masters, Urban and Regional Planning
University of California, Irvine*

*Bachelor of Arts, Social Science
Research & Analytical Methods
University of California, Irvine*

Professional Affiliations

*ULI Women's Leadership Initiative
Council Member*

American Planning Association

*American Institute of Certified
Planners*

Urban Land Institute

ULI NEXT Council Member

UCI MURP Graduate Student Mentor

Leila Carver, PTP

SENIOR PLANNER

Ms. Carver serves as a Senior Planner for CSG Consultants. Ms. Carver has expertise in project management, CEQA, GIS and demographic research and excels in leadership and customer service. She gained skills and knowledge in many areas of transportation planning from her nine years of experience with Caltrans. Ms. Carver is an independent worker, has outstanding verbal and written communication skills, and is an integral part of the CSG team. She is currently serving as a Consulting Planner for the cities of Tustin, Oxnard and Town of Colma and serves as a Board Member for the APA California Chapter, Orange Section.

Relevant Experience

Planner | City of Tustin, California. Ms. Carver serves as a planner for the City of Tustin where she manages complex discretionary permit cases. She also provides mapping services to the staff.

Planner | City of Oxnard, California. Ms. Carver serves as a planner for the City of Oxnard where she assists with complex discretionary permit cases.

Planner | City of El Segundo, California. Ms. Carver serves as a planner for the City of El Segundo where she assists with complex discretionary permit cases. Ms. Carver conducts project review, prepares staff reports and notices, presents to community and stakeholders and coordinates with applicants and their consultants as part of these efforts.

Planner | Town of Colma, California. Ms. Carver provides planning and transportation planning services to the Town of Colma by assisting with the Town's Bike and Pedestrian Master Plan, General Plan Update and Environmental Impact Report, and Climate Action Plan Update.

Planner | City of Burbank, California. Ms. Carver served the Planning Division with the review and processing of several proposed single-family development special development permits in compliance with the City's requirements for Neighborhood Compatibility Review.

Planner | City of Carson, California. Ms. Carver served as a planner for the City of Carson where she managed several complex discretionary permit cases. Ms. Carver conducted project review, managed schedules, prepared staff reports and notices, presented to Planning Commission and stakeholders and coordinates with applicants and their consultants as part of these efforts. She also provided transportation planning expertise to the City for development and capital improvement projects and fee programs. Ms. Carver participated in the Community Outreach and Public Participation team including attending multiple community events to solicit input from public/community for General Plan Update.

Planner | City of Compton, California. Ms. Carver served as a planner for the City of Compton where she reviewed various development plans, prepared comment letters, and assisted City Staff with priority projects. She managed the development review for a transitional housing project for a discretionary permit application for a conversion from an existing hotel to transitional housing project with supportive services. She also participated in the community outreach efforts/charrettes for a new Downtown Specific Plan.

Education

Master, Urban and Regional Planning

California State Polytechnic University

Pomona, California

Bachelor of Arts

Political Science & Geography - California State University, Fullerton

Professional Affiliations

American Planning Association (APA) |

Vice Director Finance, Board Member for California Chapter Orange Section

Professional Transportation

Planner Transportation

Professional Certification Board

Awards

Superior Accomplishment Award, 2015

Participation and leadership on the Caltrans Development Review Geobased Tracking System software application

Presentations

Panelist for UCI Diversity Panel for University of Irvine, CA

Moderator for APA Orange Section Program July 2020, Zoom

Other Relevant Experience

Transportation Planner | California Department of Transportation (Caltrans), Local Development-Intergovernmental Review (LD-IGR)/CEQA review Coordinator and Specialist. Ms. Carver was responsible for internal and external coordination for review of Regionally Significant Local Development projects during the local entitlement process, and prior to/during the Caltrans Encroachment Permit process. She provided technical support and training to Planning staff.

Information Technology/Software Projects

- **Caltrans Local Development-Intergovernmental Review (LD-IGR) Geo-based Tracking System (GTS) software/website, State of California** – Leila provided a leadership role on the Project Team for LD-IGR GTS software application including project management, data art and System Logic, development and deployment of software, and district and statewide training. The GTS is LD-IGR's centralized statewide database that captures, stores, and retrieves documentation and allows multiple users to add, update, and query projects simultaneously. This data driven database documents and maps local development programs, plans, projects, and various documents.
- **Caltrans District 11 Online tracking system, San Diego, California** – Lead person for District 11 local development review online tracking system and participated in development and deployment of Phase 2 of online tracking system with SANDAG and Caltrans GIS.

Transit/GIS Intern | Metrolink Trains/Southern California Regional Rail Authority (SCRRA), Los Angeles, California.

Ms. Carver participated in socioeconomic and demographic research and analysis, and Title VI compliance including assisting with the Wye and Loop Safety project for the 2005 Glendale train crash, and production of maps and chart for Title VI Report. She assisted with market-based research and analysis using GIS and other tools including ridership projections to support long term strategic planning needs, and customer-based survey research related to service quality and customer satisfaction. She also helped with activities related to SCRRA board meetings and coordinated with joint power member agencies (SCAG, RCTC, SANBAG, OCTA, and LA Metro).

Farhad Mortazavi

PRINCIPAL PLANNER

Mr. Mortazavi provides principal planner services on behalf of CSG Consultants. Through his over 25 years of experience, he has developed expertise in urban and regional planning, governmental affairs and associated communications, and departmental management in planning, building, and code enforcement. He has held positions including Development Services Director with the City of Shasta Lake, Community Development Director for the City of Millbrae, and has served as a contract CSG Planning Manager for multiple jurisdictions.

CSG Relevant Experience

City Planner | Town of Colma, California. As a contract city planner, Mr. Mortazavi manages current planning daily operation, including supervision of the Town's assistant and associate planner, coordinating with stakeholders and other departments, managing major planning permit applications, preparing planning reports for city council consideration, presenting to city council, monitoring Daly City/South San Francisco/San Mateo County projects.

For advance planning, Mr. Mortazavi's work has included: processing and adoption of Colma's General Plan (GP) Update and its associated Environmental Impact Report, adoption of Housing Element Update, Town's first Bike and Pedestrian Master Plan, preparing/processing Economic Development Plan, managed Zoning Code Update for compatibility with General Plan land uses, assisting implementation of Colma's 2040 General Plan vision, processing/participating in development of: Serramonte Master Plan, El Camino Real Master Plan, Regional Housing Needs Allocation, Countywide Stormwater program, Reimagine SamTrans, and Climate Action Plan.

City Planner | City of Jackson, California. As a contract city planner, Mr. Mortazavi managed current planning daily operations, including: processing all planning permit applications, interacting with all City divisions for project processes and implementation of codes, supervision of the contract assistant and senior planners, coordinating with stakeholders, interacting with City Attorney's office and the City Manager for legal clearance and operational details, preparing planning reports for consideration by Design Review Committee, Planning Commission, and City Council, and monitoring Amador County and other adjacent municipalities for regional projects.

For advance planning, Mr. Mortazavi's work included assisting with consultant's work on City's Housing Element Update and reviewing and assisting the process of City's General Plan Update.

Project Manager | City of Hayward, California. Mr. Mortazavi managed State Density Bonus law integration into City's Zoning Ordinance by processing and presentations to both planning commission and City Council members.

Interim Community Development Director | City of Pinole, California. As the interim director, Mr. Mortazavi oversaw the daily operation of Planning, Building and Code Enforcement Departments, assisted in the selection of Economic Development Plan's consulting group, oversaw the entitlement process and permitting of a 174-unit transit-oriented senior housing project, assisted in the process and selection of Housing Element Update's consulting team, and participated in Planning Commission and City Council meetings.

Planning Manager | City of Berkeley, and County of Sonoma, California. Mr. Mortazavi performed management and staff augmentation for the Planning/Community Development Departments and processing of Planning entitlement

Education

*Masters, Urban Planning
San Jose State University
San Jose, California*

*Bachelor of Science, Urban and
Regional Planning
Cal Poly Pomona
Pomona, California*

Professional Affiliations

American Planning Association (APA)

applications, performed major development consultations and application processing, performed advance planning consultation including management of updates to Specific Plans and General Plans, and Zoning and regulatory ordinance preparations, and interacted with public agencies and elected officials, and facilitated public meetings

Additional Experience

Development Services Director | City of Shasta Lake, California. Mr. Mortazavi performed the following duties:

- Supervised Planning, Building, Economic Development and Code Enforcement Divisions.
- Passed 18 new/amended Ordinances to satisfy City's socioeconomic needs as the previously adopted Shasta County Ordinance (City incorporated in 1993) was insufficient. Some of new Ordinances includes graffiti abatement; FEMA Ordinance amendment; Accessory Dwelling Units, Reduction in retail parking requirements; amendment to residential densities for different residential zones; public nuisances; administrative citations; camping ordinance; state-mandated building permit expedition; establishment of zoning and zoning maps for commercial cannabis and regulations for commercial cannabis activities from cultivation to manufacturing, distribution and sales of cannabis products.
- Oversaw (and assisted) the new City Hall and Community Center project's architecture in floor plans, elevations, and architectural design/features.
- Oversaw the design of the new 32-units multilevel Veteran Housing project.
- Assisted in the site plan of Commercial Center project comprising of a hotel, and a strip mall.
- Assisted in the expansion of Sierra Pacific Lumber Industries.
- Conducted Planning Commission meetings, attended City Council, Commissions and community meetings to present recommendations for project approvals and changes to city planning policies.
- Assured projects' conformity with CEQA by conducting Initial Studies and preparing Negative Declarations or by reviewing required studies and analysis for EIRs.
- Participated in Shasta County regional transportation planning processes - in coordination with local transportation agency, Redding Area Bus Authority (RABA).
- Prepared Development Services Department's annual operational budgets.

Community Development Director | City of Millbrae, California. Mr. Mortazavi performed the following duties:

- Directed and supervised the operations of Community Development Department comprising of Current Planning, Advanced Planning, Building, Code Enforcement, Housing, Economic Development and oversaw the dissolution of City's Redevelopment Agency between 2012 and 2014.
- Attended City Council, Planning Commissions, and community meetings to present recommendations for project approvals; changes to city planning policies; and updates on regional planning initiative such as High-Speed Rail, Millbrae Station Area Specific Plan Amendment, Grand Boulevard (El Camino Real) Initiative, affordable housing projects, etc.
- Managed and passed City of Millbrae Economic Development Plan.
- As part of Economic Development revitalization, oversaw major development opportunities for two sites located at the Millbrae Multimodal BART and Caltrain Station – with one as a BART-owned property with San Francisco International Airport (SFO), Federal Aviation Administration, Caltrain, High-speed Rail, Sam Trans (bus services) and shuttle and taxi services as major stakeholders.
- Oversaw expansion of major hotel (Aloft) and the new podium-design Safeway grocery store in downtown Millbrae.
- Managed two mixed-use, transit-oriented developments along El Camino Real business corridor - 142 units Millbrae Paradise condominiums and 54 units Pindera deluxe apartments.
- Supervised completion of City's Housing Element Update, adopted in 2013.
- Managed and passed City of Millbrae Wayfinding Signage program, approved in 2014.
- Supervised long term maintenance and preservation of buildings, neighborhoods including the Downtown Business District.

- Oversaw revisions and updates to building codes (Green Building Ordinance, adopted by the Council in 2011).
- Oversaw preparation of Environmental Impact Reports (EIR) for Millbrae Station Area Specific Plan.
- Prepared Community Development Department's annual operational budgets for four years.

Design Review Officer | County of San Mateo, California. Mr. Mortazavi performed the following duties:

- Performed duties as Design Review (DR) Officer which included conducting bi-weekly design review hearings for the entirety of the County – consisting of County's Bayside and the Coast-side Design Review applications – of up to 20 permits/month.
- Managed staff consisting of the DR assistant, DR interns and administrative assistant.
- Functioned as a key member of the planning management team responsible for hiring and training of new planners, and coordination with Building, Code Enforcement, Advanced Planning, and administration support staff.
- Processed various planning permit applications including subdivisions, variances, use permits, coastal development, and open space district permits.
- Prepared documents and reports for presentations to County's Design Review Committee, Zoning Hearing Officer, Planning Commission, and County Board of Supervisors.
- Processed CEQA environmental review, conducted and published Initial Studies and Mitigated Negative Declarations.

Sergio Klotz, AICP

PRINCIPAL PLANNER

Mr. Klotz brings more than 35 years of planning experience to CSG and its clients, having held roles as a Planning Manager, Principal Planner, Senior Planner, and Associate Planner throughout his career.

CSG Project Experience

Planner | City of Tustin, California. Mr. Klotz provides plan review and entitlement project management services for various land use applications.

Previous Relevant Experience

Acting Director/Assistant Director | City of San Juan Capistrano, California. As Acting Director (2015-2016) and Assistant Director (2014-2022) for the City of San Juan Capistrano's Development Services Department, Mr. Klotz assisted in the development of the department budget and objectives, while also serving as Project Manager for a variety of complex development projects. In these roles, he supervised, managed and directed staff members and assisted in secretarial duties for the Planning Commission, Cultural Heritage Commission and Zoning Administration.

Principal Planner | City of Santa Ana, California. For more than 25 years (1986-2014), Mr. Klotz was an integral member of the City of Santa Ana's Planning and Building Agency (PBA) and Community Development Agency (CDA). During this time, he held positions that include the following:

- Principal Planner (PBA) – 2008-2014
- Zoning Administrator (PBA) – 2007-2014
- Senior Planner (PBA) – 2002-2008
- Interim Downtown Development Manager (CDA) – 2001
- Associate Planner (CDA) – 1999-2001
- Associate Planner (PBA) – 1990-1999 & 2001-2002
- Assistant Planner (PBA) – 1987-1990
- Planning Technician (PBA) – 1986-1987

Education

*Bachelor of Arts, Urban and Transportation Planning
San Diego State University
San Diego, California*

Professional Affiliations

American Institute of Certified Planners

Gina Paolini

SENIOR PLANNER

Ms. Paolini brings more than 30 years of planning experience to CSG, including expertise in CEQA review, current planning, permit center procedures and code enforcement. She also possesses a comprehensive knowledge of General Planning Law, The Subdivision Map Act, and other state and federal laws related to planning (SB330 and SB35). Ms. Paolini has spent 23 years alone managing public sector planning agencies.

Prior Project Experience

Principal Planner | City of Morgan Hill, California. Ms. Paolini served as the Principal Planner for the City of Morgan Hill for a nine-year period. In this role, she was responsible for providing technical reviews of all staff reports and public hearing notices, while managing the publication of the Planning Commission agenda. Ms. Paolini also managed, coached and mentored planning and support staff, in addition to collaborating with clerical staff to update procedures manuals. Notable programs/projects she was directly involved with during her time with the City include:

- Principal-in-Charge of the City's Growth Control Program, known as the "Residential Development Control System."
- Principal-in-Charge of the development of the Objective Design Standards, as well as SB 330 and SB 35 residential development processes
- Coordinated review of NEPA compliance and HUD funding documentation for 100% Affordable Housing developments.

Management Specialist | County of Monterey, California. As Management Specialist for the Code Enforcement Division, Ms. Paolini assisted the Chief Building Official with administrative oversight of staff—including planning, organizing, scheduling, assigning and managing the work of technical and support personnel. She was also responsible for analyzing and recommending improvements for the Code Enforcement Hearing Officer program, including new policies and procedures to facilitate success. Additional duties included providing land use expertise to Code Enforcement staff and acting as a liaison for the Planning Department to help clear cases.

Senior Planner/Principal Planner | County of El Dorado, California. For a 12-year period, Ms. Paolini served as Senior Planner/Principal Planner for El Dorado County, managing the Planning Division for Development Services. In this role, she supervised staff planners and consultants in a variety of planning functions, including current planning, permit compliance, and permit center operations. Ms. Paolini also worked directly with the Deputy Director and fiscal unit to review monthly invoices, in addition to working with clerical staff to update Development Services applications.

Senior Planner | City of Scotts Valley, California. For more than four years, Ms. Paolini served as Senior Planner for the City of Scotts Valley, supervising planners in a variety of planning functions. These included, but were not limited to current planning, permit compliance, permit counter and grant administration. She was responsible for interviewing, hiring, training and evaluating new planning staff—while also overseeing the work of existing planning staff assigned to work for the City. Additionally, Ms. Paolini prepared annual State of the City reports and worked with the Director to prepare yearly budgets.

Education

*Bachelor of Science
City and Regional Planning
California State Polytechnic
University
San Luis Obispo, California*

Professional Affiliations

*Ongoing Training Through UC
Extensions and San Francisco
Bay Area Planning and Urban
Research Association (SPUR)
Annual CEQA and Land Use
Updates and Housing Law
Updates*

Liza Debies

SENIOR ENVIRONMENTAL PLANNER

Liza Debies has more than 12 years of professional experience and more than 8 years of experience in managing the preparation of CEQA and NEPA documents, including EIRs, IS/MNDs, Addenda, Environmental Assessments (EAs), and Categorical Exemptions and Categorical Exclusions. She has completed CEQA and/or NEPA documentation for public infrastructure, materials recovery facilities (MRFs), mixed-use developments, residential, commercial, retail, transportation, industrial, recreational, and institutional projects. She has expertise in aesthetics, land use and planning and land use compatibility, transportation and circulation, utilities and services systems, and alternatives analysis, as well as in evaluating large public infrastructure projects.

Education

*Bachelor of Arts,
Environmental Studies
Minor in Anthropology, with
Honors, Pitzer College,
Claremont, California
Study Abroad, visiting student in
Biotechnology, Athlone Institute
of Technology, Ireland, 2011*

Relevant Project Experience

Walnut Creek – Mixed Use Special District Project Supplemental EIR, City of Walnut Creek, California. Ms. Debies managed the preparation of a Supplemental EIR for the Mixed Use Special District Project in the City of Walnut Creek. The project would create an Auto Sales–Custom Manufacturing Mixed Use Special District overlay on approximately 6.2 acres owned or controlled by Toyota Walnut Creek.

2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, California. Ms. Debies managed the preparation of the Housing Element Update Program EIR for the City of Pleasanton. Under Ms. Debies’s management, the City prepared streamlined CEQA documents for several of the housing sites identified in the Housing Element Update.

Solid Waste and Recycling Transfer Station Replacement Project EIR, City of Berkeley, California. Ms. Debies managed the preparation of the Solid Waste and Recycling Transfer Station Replacement Project EIR for the City of Berkeley Public Works Department, Zero Waste Division (Zero Waste Division).

Oak Park Properties Specific Plan EIR, City of Pleasant Hill, California. Ms. Debies managed the preparation of an EIR for a 15-acre Program Area, which included a new public library, housing, and athletic fields.

Del Hombre Apartments Project EIR, Contra Costa County, California. Ms. Debies managed the preparation of an EIR for the construction of a 284-unit apartment building on a 2.40-acre site located in the unincorporated area of Walnut Creek, next to the Pleasant Hill BART/Contra Costa Center Bart Transit Village.

College Creek Apartments Project Consistency Checklist, City of Santa Rosa, California. Ms. Debies managed the preparation of a 15183 Consistency Checklist for the College Creek Apartments Project in the City of Santa Rosa. The project site is 7.49 acres (gross) with 1.67 acres of the parcel reserved for an exclusive easement to Sonoma Water for flood channel maintenance associated with College Creek, and public ROW dedication for the creekside pedestrian trail. The remaining 5.82 acres would be developed with three residential buildings with a total of 168 dwelling units, community center, pool, and other amenities.

Billboard Ordinance Update Project IS/MND, City of Orange, California. Ms. Debies managed the preparation of an IS/MND to amend the City’s Billboard Ordinance to allow for relocation, which included the conversion of an existing static billboard display to a digital display.

Kelli Allen

ASSOCIATE ENVIRONMENTAL PLANNER

Kelli Allen serves as an Associate Environmental Planner for CSG Consultants and is currently providing staff support to CSG clients. Ms. Allen's background aligns well with her roles and growth as a contributor to the environmental practice and CEQA compliance study assignments at CSG. Ms. Allen is a recent graduate of UCLA, earning a Bachelor of Arts Degree in Geography, with a focus on Environmental Studies, and in Political Science. Her responsibilities with the project review will include research and background baseline information for various topical areas.

Relevant Project Experience

Janss Marketplace Hotel EIR | City of Thousand Oaks, California. Ms. Allen assisted in the preparation of an environmental impact report to evaluate the potential environmental impacts of the development of a hotel at 225 North Moorpark Road in Thousand Oaks. The proposed project includes demolition of the current two-story retail building, to be replaced by a five-story dual hotel and retail pad, the creation of a map to designate airspace rights, and a zoning change to the footprint of the hotel to increase the building's height limitation. (2022-2023).

ARCO Commercial Center and Car Wash Project | Plymouth, California. Ms. Allen assisted in the preparation of an initial study/mitigated negative declaration to evaluate the potential environmental impacts of the development of a commercial store, gas station, and car wash at 18725 CA 49 in Plymouth. The proposed project includes development of the currently vegetated site to construct a fuel canopy, car wash, convenience store, and parking lot, a general plan amendment, and a zoning change to accommodate the high-traffic commercial use in the downtown area. (2023)

1890 South Coast Highway IS/MND | Laguna Beach, California. Ms. Allen is assisting in the preparation of an initial study/mitigated negative declaration to evaluate the potential environmental impacts of the development of a mixed-use retail and residential project at 1890 South Coast Highway in Laguna Beach. The proposed project involves the demolition of an existing car wash facility to be replaced by a mixed-use retail and residential complex with a subterranean garage and approximately 5,200 square feet of deck area. (2023-On-going)

Safety Element Update | Gustine, California. Ms. Allen is assisting in the preparation of a safety element update for the City of Gustine. The element evaluates the future hazard risks associated with fire, flood, dam inundation, seismic and geologic conditions, cybercrime, outdated emergency services infrastructure and staffing, and climate change in Gustine. (2023)

Sewer Line Reconstruction Project IS/MND | Millbrae, California. Ms. Allen is assisting in the preparation of an initial study/mitigated negative declaration to evaluate the potential environmental impacts of the development of upgraded sewer infrastructure in the City of Millbrae. (2023-On-going)

M&J Pallet Building IS/MND | San Bernardino, California. Ms. Allen assisted in the preparation of an initial study/mitigated negative declaration to evaluate the potential environmental impacts of the development of a pallet building warehouse the County of San Bernardino. The proposed project involves the demolition of all existing on-site improvements, to be replaced by an approximately 22,267 square foot commercial warehouse and parking and circulation system improvements. (2023)

Education

*Bachelor of Arts Degree,
Geography/Environmental Studies and
Political Science with International
Relations Concentration.
University of California
Los Angeles*

*Minor in Global Studies
University of California
Los Angeles*

*Wildlands Studies Belize Program
Concentration in Environmental
Conservation*

*Environmental Wildlands Studies
Environmental Field Survey
Wildlands Environment and Culture
Western Washington University*

Professional Affiliations

*Association of Environmental
Professionals Member*



Foster City • Orange • Sacramento • Pleasanton • San Jose • Newman • Fresno • Paso Robles



PROJECT CONTACT

Gena Guisar, AICP | Principal Planner

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3707 W Garden, Suite 100
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CITY OF MALIBU

Fees - Cost Proposal

JULY 8, 2024

www.csgegr.com

Proposal/Qualifications Prepared By
CSG CONSULTANTS

3707 W. Garden Grove Blvd., Suite 100 | Orange, CA 92868
TEL : 714.568.1010 | FAX : 714.568.1028

6. FEES

HOURLY RATE SCHEDULE

CSG's fee schedule for Planning personnel is provided in the table below.

PERSONNEL / ROLE	HOURLY RATE
GIS Technician	\$133
GIS Analyst	\$145
GIS Manager	\$192
Planning Technician	\$125
Planning Technician	\$125
Assistant Planner	\$145
Associate Planner	\$166
Senior Planner	\$182
Principal Planner	\$197
Planning Manager	\$223
Planning Director	\$239
Assistant Environmental Planner	\$151
Associate Environmental Planner	\$171
Senior Environmental Planner	\$187
Environmental Director	\$223
Sustainability Programs Analyst	\$156
Sustainability Programs Manager	\$208
Principal-in-Charge	\$244

Note: All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will deliver an invoice every month for services rendered during the prior month.



Foster City • Orange • Sacramento • Pleasanton • San Jose • Newman • Fresno • Paso Robles



PROJECT CONTACT

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CSG Consultants
3707 W Garden, Suite 100
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