



Council Agenda Report

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

Prepared by: Patricia Salazar, Senior Administrative Analyst

Reviewed by: Richard Mollica, Planning Director

Approved by: Steve McClary, Interim City Manager

Date prepared: September 22, 2021 Meeting date: October 11, 2021

Subject: Professional Services Agreements for Contract Planning Services

RECOMMENDED ACTION: 1) Authorize the Mayor to execute a two-year professional services agreement with Joyce Parker-Bozylinski for contract planning services; 2) Authorize the Mayor to execute a two-year professional services agreement with Civic Solutions, Inc. for contract planning services; and 3) Authorize the Mayor to execute a two-year professional services agreement with JLee Engineering, Inc. for contract planning services.

FISCAL IMPACT: Each agreement is for a two-year term, and the total compensation for each agreement will span over three fiscal years. Funding in the amount of \$300,000 for these agreements is included in the Adopted Budget for Fiscal Year 2021-2022 in Account No. 101-2001-5100.00 (Planning - Professional Services). Funding for the second year of each agreement will be included in future fiscal year budgets.

WORK PLAN: This project was included at Item 4.I.1 in the Adopted Work Plan for Fiscal Year 2021-2022.

DISCUSSION: The Planning Department utilizes planning consultants to augment staffing levels to aid in the processing of current planning development applications and long-range planning projects (i.e., Council Work Plan priorities). As part of the Adopted Budget for Fiscal Year 2021-2022, the Planning Department included funds for planning consulting services for this purpose. Typically, the Planning Department will solicit a request for proposals and enter into multiple agreements to fulfill the Department's needs (e.g., current vs. long range planning). This approach allows the Department the

flexibility to select well-qualified contract planners specifically suited for individual projects or areas of expertise.

On May 12, 2021, staff issued a Request for Proposals (RFP) seeking qualified firms to provide contract planning services. Staff received proposals from Joyce Parker-Bozylinski, Civic Solutions, Inc, JLee Engineering, Inc. and Dudek.

Joyce Parker-Bozylinski and Civic Solutions, Inc. currently have agreements with the City and have been instrumental in the Department's progress in processing the Council's priorities, special projects, and development permits. The new agreements will become effective upon expiration of the existing agreements. In addition, the contract planner from JLee Engineering, Inc. possessed senior level planner experience and is qualified to process development permits. Combined, the firms will provide the Planning Department the equivalent of 1.5 full-time planners.

Based on the responses to the RFP, interviews, and firm qualifications, staff recommends the Mayor execute professional services agreements with Joyce Parker-Bozylinski, Civic Solutions, Inc., and JLee Engineering, Inc.

ATTACHMENTS:

1. Professional Services Agreement with Joyce Parker-Bozylinski
2. Professional Services Agreement with Civic Solutions, Inc.
3. Professional Services Agreement with JLee Engineering, Inc.
4. Responses to RFP

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of October 11, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and Joyce Parker-Bozylinski (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 pertaining to 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 December 13, 2021, 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 total cost of services shall not exceed \$120,000. 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.

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:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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.

6.6.1. The Consultant shall comply with all City issued COVID-19 protocols, policies and operational requirements upon written notice from the City. Upon receipt of any COVID-19 protocol, policy or operational requirement, Consultant shall use best efforts to comply as soon as possible and in no event shall the time for compliance exceed 24 hours. City may provide written notice of any COVID-19 protocol, policy or operational requirement via e-mail.

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 or any of the Consultant's employees.

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.

6.7.2 In furtherance of Consultant's independent contractor status, Consultant acknowledges and agrees that the City shall not provide any name specific email addresses for the work contemplated by this Agreement nor shall Consultant have any dedicated work space at City Hall (*i.e.*, no specific desk or work area).

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
Interim City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 224
FAX (310) 456-2760

CONSULTANT: Joyce Parker-Bozylinski
Principal
PO Box 1348
Thousand Oaks, CA 91358
TEL (805) 368-7236
EMAIL
jparkerbozylinski@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 JPB

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 _____, 2021, at Malibu, California, and effective as of December 13, 2021.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:

Joyce Parker-Bozylinski
By: JOYCE PARKER-BOZYLINSKI
Title: Principal

APPROVED AS TO FORM:

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

JOHN COTTI, Interim City Attorney

EXHIBIT A

Joyce Parker-Bozylinski Scope of Work & Schedule of Fees

PART A – GENERAL CONSULTING SERVICES

The Consultant will provide general planning consulting services to the City of Malibu as requested by the City's Planning Director or his/her designee and will be responsible for providing a full range of planning services such as project management, ordinance development, policy development, development application review, environmental review and other related tasks. The scope of services shall include the following but are not limited to:

- General project management including establishing project tasks, schedule, and expectations
- Processing of City Zoning Ordinances and General Plan Amendments including the preparation of staff reports, resolutions, and ordinances
- Processing of Local Coastal Program Amendments including the preparation of staff reports, resolutions, ordinances, and complete the California Coastal Commission (CCC) certification process including amendment submittal, serve as the liaison with the CCC staff, attend hearings, and preparation of final documents to process CCC suggested modifications
- Coordinate with outside agencies and City Departments as required to process projects
- Review projects for compliance with CEQA
- Deliverables may include: Planning Commission, City Council, Zoning Ordinances Revisions and Code Enforcement City Council Subcommittee staff reports, resolutions, ordinances, presentations, public hearing notices, and other meeting materials as required

Job Performance Standards

- Telephone calls, emails, and public inquires shall be returned within 24 hours
- Record Keeping: Maintain proper record keeping. Files shall be organized, up to date, and ready for public review at all times including digital records (e.g. emails). 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.
- Consultant shall be proficient in the following computer applications including Microsoft Office Word, Excel, PowerPoint, Access, and GIS.
- The Consultant Planner will be familiar and 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 of Malibu Zoning and LCP Interpretations Manual
 - City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Trail Maps, Overlay Districts, etc. Coastal Act
 - CEQA Guidelines
 - Subdivision Map Act
 - Permit Streamlining Act

PART B - 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, for a not to exceed fee equal to \$120,000, which includes a \$3,000 Travel Expense Budget. 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

Consultant Rate	\$150/Hour
-----------------	------------

Schedule 2 - Budget Schedule

Year 1	\$60,000
Year 2	\$60,000

These amounts may be changed at the discretion of the Planning Director.

2. TRAVEL EXPENSE BUDGET

A Travel Expense Budget in the amount of \$3,000 is available for the 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.
- 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 11, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and Civic Solutions, 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 pertaining to 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 February 28, 2022, 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 total cost of services shall not exceed \$360,000. 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.

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:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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.

6.6.1. The Consultant shall comply with all City issued COVID-19 protocols, policies and operational requirements upon written notice from the City. Upon receipt of any COVID-19 protocol, policy or operational requirement, Consultant shall use best efforts to comply as soon as possible and in no event shall the time for compliance exceed 24 hours. City may provide written notice of any COVID-19 protocol, policy or operational requirement via e-mail.

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 or any of the Consultant's employees.

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.

6.7.2 In furtherance of Consultant's independent contractor status, Consultant acknowledges and agrees that the City shall not provide any name specific email addresses for the work contemplated by this Agreement nor shall Consultant have any dedicated work space at City Hall (*i.e.*, no specific desk or work area).

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
Interim City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 224
FAX (310) 456-2760

CONSULTANT: Thomas G. Merrell
President
Civic Solutions, Inc.
27362 Calle Arroyo
San Juan Capistrano, CA 92675
TEL (949) 489-1442
FAX (949) 240-8068

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 TH

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 _____, 2021, at Malibu, California,
and effective as of February 28, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT: Civic Solutions, Inc.

Thomas G. Merrell
By: THOMAS G. MERRELL
Title: President

APPROVED AS TO FORM:

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

JOHN COTTI, Interim City Attorney

EXHIBIT A

Scope of Work & Schedule of Fees

PART A – LONG RANGE PLANNING SERVICES

The Consultant will provide advanced level planning services such as project management, ordinance development, policy development, environmental review and other related tasks. The scope of services shall include the following but are not limited to:

- General project management including establishing project tasks, schedule, and expectations
- Processing of City Zoning Ordinances and General Plan Amendments including the preparation of staff reports, resolutions, and ordinances
- Processing of Local Coastal Program Amendments including the preparation of staff reports, resolutions, ordinances, and complete the California Coastal Commission (CCC) certification process including amendment submittal, serve as the liaison with the CCC staff, attend hearings, and preparation of final documents to process CCC suggested modifications
- Coordinate with outside agencies and City Departments as required to process projects
- Review projects for compliance with California Environmental Quality Act (CEQA)
- Deliverables may include: Planning Commission, City Council, Zoning Ordinances Revisions and Code Enforcement City Council Subcommittee, Environmental Review Board (ERB) staff reports, resolutions, ordinances, presentations, public hearing notices, and other meeting materials as required

PART B – CURRENT PLANNING SERVICES

The selected consultant shall perform professional municipal planning case management services at the Project Manager, Senior Planner or Associate 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, Senior Planner or Associate Planner, as assigned, 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, administrative plan reviews, site plan reviews, 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
 - Noticing Requirements for CDPs shall be processed before applications are deemed complete
 - Notice of Decisions for APR/SPRs shall be processed within 30 calendar days of a 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 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 email, 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 C – 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 (e.g., emails). 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, and GIS.

PART D - 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. An itemized invoice of specific tasks shall be provided on invoices.

All rates listed below shall include overhead costs including, but not limited to salaries, benefits, Workers Compensation Insurance, office expenses, mileage and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

Additional contract planners shall not be authorized to commence work without the authorization of the Planning Director. The fee rate attached shall apply.

Schedule 1 – Hourly Rate

Planner	Rate
Project Manager	\$150
Senior Planner	\$135
Associate Planner	\$125

Schedule 2 - Budget Schedule

Year 1	\$180,000
Year 2	\$180,000

These amounts may be changed at the discretion of the Planning Director.

2. REIMBURSABLE EXPENSES

Pre-approved reimbursable 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.
- 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 11, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and JLee Engineering, 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 pertaining to 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 11, 2021, 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 total cost of services shall not exceed \$360,000. 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.

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:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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.

6.6.1. The Consultant shall comply with all City issued COVID-19 protocols, policies and operational requirements upon written notice from the City. Upon receipt of any COVID-19 protocol, policy or operational requirement, Consultant shall use best efforts to comply as soon as possible and in no event shall the time for compliance exceed 24 hours. City may provide written notice of any COVID-19 protocol, policy or operational requirement via e-mail.

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 or any of the Consultant's employees.

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.

6.7.2 In furtherance of Consultant's independent contractor status, Consultant acknowledges and agrees that the City shall not provide any name specific email addresses for the work contemplated by this Agreement nor shall Consultant have any dedicated work space at City Hall (*i.e.*, no specific desk or work area).

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
Interim City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 224
FAX (310) 456-2760

CONSULTANT: Jae Lee, PE, CPE, CASp
President
JLee Engineering, Inc.
430 Garfield Ave., Suite 301
Alhambra, CA 91801
TEL (626) 284-8906
EMAIL
JLee@JleeEngineering.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 JL

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 _____, 2021, at Malibu, California,
and effective as of October 11, 2021.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:

By: JAE LEE, President

APPROVED AS TO FORM:

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

JOHN COTTI, Interim City Attorney

EXHIBIT A

Scope of Work & Schedule of Fees

PART A – LONG RANGE PLANNING SERVICES

The Consultant will provide advanced level planning services such as project management, ordinance development, policy development, environmental review and other related tasks. The scope of services shall include the following but are not limited to:

- General project management including establishing project tasks, schedule, and expectations
- Processing of City Zoning Ordinances and General Plan Amendments including the preparation of staff reports, resolutions, and ordinances
- Processing of Local Coastal Program Amendments including the preparation of staff reports, resolutions, ordinances, and complete the California Coastal Commission (CCC) certification process including amendment submittal, serve as the liaison with the CCC staff, attend hearings, and preparation of final documents to process CCC suggested modifications
- Coordinate with outside agencies and City Departments as required to process projects
- Review projects for compliance with California Environmental Quality Act (CEQA)
- Deliverables may include: Planning Commission, City Council, Zoning Ordinances Revisions and Code Enforcement City Council Subcommittee, Environmental Review Board (ERB) staff reports, resolutions, ordinances, presentations, public hearing notices, and other meeting materials as required

PART B – CURRENT PLANNING SERVICES

The selected consultant shall perform professional municipal planning case management services at the Senior 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 Senior 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, administrative plan reviews, site plan reviews, 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
 - Noticing Requirements for CDPs shall be processed before applications are deemed complete
 - Notice of Decisions for APR/SPRs shall be processed within 30 calendar days of a 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 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 email, 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 C – 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 (e.g., emails). 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, and GIS.

PART D - 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. An itemized invoice of specific tasks shall be provided on invoices.

All rates listed below shall include overhead costs including, but not limited to salaries, benefits, Workers Compensation Insurance, office expenses, mileage and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

Additional contract planners shall not be authorized to commence work without the authorization of the Planning Director. The fee rate attached shall apply.

Schedule 1 – Hourly Rate

Planner	Rate
Senior Planner	\$125
Associate Planner	\$105
Assistant Planner	\$85

Schedule 2 - Budget Schedule

Year 1	\$180,000
Year 2	\$180,000

These amounts may be changed at the discretion of the Planning Director.

2. REIMBURSABLE EXPENSES

Pre-approved reimbursable 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.
- 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.

**REQUEST FOR PROPOSALS CONTRACT PLANNING SERVICES
CITY OF MALIBU
STATEMENT OF QUALIFICATIONS**

**Received
June 9, 2021
Planning Dept.**

Submittal Date: June 9, 2021, via email to Patricia Salazar

City of Malibu Proposal Requirements

A. Organization, Credentials, and Experience

Joyce Parker-Bozylinski will be the primary contact and project manager for all work performed for the City of Malibu. Ms. Parker-Bozylinski's planning consulting firm was established in April 1999 and operated for approximately 10 years. In January 2010, Ms. Parker-Bozylinski returned to local government as the Planning Director for the City of Malibu. In January 2015, she left to reestablish her planning consulting firm and has been working as a planning consultant processing Municipal Code and Local Coastal Program Amendments and managing development projects for the cities of Malibu, Agoura Hills, West Covina, Ventura, Santa Paula, Fillmore, Pasadena, and San Bernardino.

Ms. Parker-Bozylinski is a seasoned planning professional with strong management and communication skills. She has over 30 years of experience in the planning field including seven years as the Planning Director for the City of Malibu and three years as the Planning Manager for the City of Oxnard. The person performing all the work functions identified in the RFP is a practicing professional at the Department Head level.

As a planning consultant, Ms. Parker-Bozylinski has processed a variety of Municipal Code and Local Coastal Program amendments including, but not limited to, the following: Accessory Dwelling Units, Short Term Vacation Rentals, Parking As Stand Alone Use, Vehicle Impact Protection Devices, Cannabis Regulations, and Emergency Shelters. Her work as a project manager on development projects for a variety of cities has made her very familiar with typical permitting processes. She is also familiar with the California Coastal Act and the processing of projects and code amendments consistent with Local Coastal Programs for the cities of Malibu, Ventura, and Oxnard. For the City of Malibu, Ms. Parker-Bozylinski has prepared numerous staff reports for fire rebuild projects under appeal as well as Coastal Act Consistency Analyses for Local Coastal Program Amendments. She is currently working on the Accessory Dwelling Unit Ordinance for the City of Agoura Hills. In addition to her technical and management skills, Ms. Parker-Bozylinski has excellent communication skills and can easily and effectively convey ideas to stakeholders in the development review process. She also has excellent interpersonal skills and is comfortable relating to people and working with other stakeholders to move the process forward and get work completed within established times.

Please see the attached resume for further details on her work experience.

Client List and References:

Jo-Anne Burns, Planning Manager
City of West Covina
144 W. Garvey Avenue S. #37
West Covina, CA. 91790
626-939-8761
jburns@westcovina.org

Richard Mollica, Planning Director
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 9026
310-456-2489 E. 258
rmollica@malibucity.org

Denice Thomas, Community Development Director
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA. 91301
818-597-7343
dthomas@agourahillscity.org

B. Understanding of the Scope of Work

The consultant would be expected to perform professional planning consulting services for the City. Tasks may include the preparation of code updates including drafting new code as well as updates to existing codes and the processing of discretionary permits. The consultant would be required to review applications and projects for compliance with the California Environmental Quality Act (CEQA) and to prepare any required environmental analysis including initial studies and mitigated negative declarations. In addition, the consultant will be required to prepare staff reports, resolutions, and ordinances for Planning Commission and City Council hearings. The consultant must be knowledgeable of the City's Local Coastal Program and Municipal Code and other regulations, requirements, processes and procedures for the City of Malibu.

C. Professional Services Agreement

Ms. Parker-Bozylinski has reviewed the Professional Services Agreement (PSA) provided with the Request for Proposals and will comply with the terms of the PSA.

D. Compliance

Ms. Parker-Bozylinski agrees to comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage rates, respectively.

E. Litigation

None

F. Fees

Submitted under separate cover.

Attachment: Resume

Planning & Policy Development

- Developed numerous Municipal Code and Local Coastal Program amendments throughout career as a planning consultant and staff planner for the cities of Ventura, Malibu, Santa Paula, Calabasas, Agoura Hills, Moorpark, Culver City, and Oxnard.
- Assisted the Pasadena Community Development Department in the completion of process improvement tasks including 1) analysis of plan check time frames to improve turnaround times, 2) analysis of permit center staffing and preparation of a report with staffing recommendations, and 3) preparation of guide to opening a restaurant in Pasadena.
- Assisted the City of San Bernardino with comprehensive Zoning Code Update.
- Oversaw the preparation of a comprehensive Zoning Code Update for the City of Malibu as well as a View Preservation Ordinance, Formula Retail Ordinance, Sign Code Update, Public Access Map, Trails Map, and Housing Element.
- Prepared comprehensive Zoning Code Update for the City of Calabasas.
- Developed policies and made recommendations for the Code Enforcement/Business License section for the City of West Hollywood.
- Supervised and participated in writing and implementing the City of West Hollywood Business License Code.

Project Manager - Development Projects & Environmental Impact Reports (EIR)

- Assisted staff with processing large Amazon Delivery Facility in the City of West Covina.
- Served as project manager on numerous development projects and environmental impact reports for the cities of Santa Paula, Fillmore, Moorpark, Agoura Hills, Calabasas, Inglewood, West Hollywood, and Culver City.
- Acted as a liaison between the Rose Bowl Operating Company and City of Pasadena Community Development Department on the preparation of an EIR for a 93,000-attendee music and arts festival.
- Assisted the City of Beverly Hills as assistant project manager for two large condominium/hotel projects including the management of an EIR.
- Analyzed, processed, and prepared staff reports for development proposals for Planning Commission, City Council, and Architectural Review Board including design, site planning, and environmental considerations.
- Analyzed and recommended action on applications for zone variances, zone changes, general plan amendments, and conditional use permits. Interpreted municipal code and assisted applicants and general public with zoning inquiries.
- Directed and participated in all aspects of the development and approval of the City of Malibu's first General Plan including preparation of the EIR.

Operations, Budgeting and Management of Planning Department

- Planned, organized, and directed the activities of a full service Planning Department including preparing and administering a budget of \$2.5 for the City of Malibu.
- Managed and administered all operational functions for the City of Oxnard's team-based Planning Program. Prepared and administered a budget of \$730,000 including development of performance measures for the City of Oxnard.
- Served as Team Member of the Oxnard Executive Development Coordinating Task Force and as Planning Commission Secretary.

Management & Training of Professional/Planning Staff

- Managed and trained over 70 planning, professional, technical, and administrative staff throughout career in planning management.
- Hired, supervised, and conducted performance evaluations and salary negotiations.
- Maintained quality control and project approval for all projects completed by subordinates.
- Managed the Planning and Code Enforcement Divisions for the cities of Agoura Hills and West Hollywood.
- Administered and directed contracts with environmental, geotechnical, landscape, and engineering consultants for the cities of Agoura Hills and Malibu.
- Administered the City of Agoura Hills Community Development Block Grant Program.

EMPLOYMENT HISTORY

Planning Consultant, January 2015 to Present
 Planning Director, City of Malibu, January 2010 to December 2014
 Planning Consultant, April 1999 to December 2009
 Planning & Environmental Services Manager, City of Oxnard, November 1996 to March 1999
 Planning Director, City of Malibu, November 1993 to October 1996
 Senior Planner, City of Agoura Hills, November 1990 to October 1993
 Associate Planner, City of West Hollywood, December 1989 to October 1990
 Assistant Planner, City of Inglewood, June 1986 to October 1988

EDUCATION

Master's Degree in Urban Planning, School of Architecture and Urban Planning, UCLA
 Los Angeles, California, June 1986

Bachelor of Arts in Social Work, with Distinction, San Diego State University
 San Diego, California,

JOYCE PARKER-BOZYLINSKI, AICP

**REQUEST FOR PROPOSALS CONTRACT PLANNING SERVICES
CITY OF MALIBU
FEES**

June 9, 2021

Joyce Parker-Bozylinski
P.O. Box 1348
Thousand Oaks, CA. 91358

Received
June 9, 2021
Planning Dept.

Project Manager: Joyce Parker-Bozylinski

Rate of Compensation: \$150/Hour



Proposal to Provide Contract Planning Services

Submitted to:
City of Malibu

Submittal due date:
June 11, 2021



CIVIC
SOLUTIONS

27362 Calle Arroyo ■ San Juan Capistrano, CA 92675

Principal Contact: Mary P. Wright

949.489.1442 ■ fax 949.240.8068

www.civicsolutions.com

June 11, 2021

Richard Mollica, Planning Director
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

Subject: Proposal to Provide Contract Planning Services

Civic Solutions, Inc. is pleased to submit this proposal for Contract Planning Services for the performance of a variety of complex professional-level duties in support of the City of Malibu's planning functions and the processing of planning applications in accordance with the City's plans, policies, and regulations.

Civic Solutions has successfully provided staffing services to Southern California cities and counties since 1991. In addition, we have been providing direct planning project management services to the City of Malibu since 2018. We specialize in providing a full range of planning services, including zoning counter assistance, current and advance planning, ministerial and discretionary case processing, project management, and environmental review. We are accustomed to tailoring our services to the needs of municipalities in terms of hours, schedules, duration, and work location. Our professional staff members are experts in their fields and perform efficiently and effectively for the cities they serve.

We are proposing to provide all of the planning services listed in the City's Request for Proposals (RFP). As outlined in our proposal, Civic Solutions has extensive experience providing similar services throughout Southern California. Our staff has managed all types of ministerial and discretionary entitlement projects including residential, commercial, industrial, mixed-use, and transit-oriented development. We also have extensive experience conducting CEQA reviews, managing special projects, and working on advance planning efforts. As on-call staff, we would provide the most highly qualified person for each project according to the skills and expertise required by the City of Malibu.

As you review our submittal, please consider the following key points demonstrating the benefits that the Civic Solutions team brings to the City.

27362 Calle Arroyo
San Juan Capistrano, CA
949/489-1442
949/489-2408 FAX
www.civicsolutions.com

The Right Experience. Civic Solutions has maintained its commitment to serving public agencies for over 30 years. During this time, we have successfully delivered comprehensive planning services to public agencies in Los Angeles, Orange, San Diego, Ventura, San Bernardino, and Riverside counties. We have demonstrated project management abilities and planning expertise through a wide range of recent and relevant projects with our public agency clients. We consistently develop a thorough understanding of our municipal clients' policies and procedures and satisfy performance expectations.

Team Resources. Civic Solutions only employs professional staff with extensive public agency experience and who consider working in the public interest to be their passion. We provide staff that is professionally competent and knowledgeable of the public agency's unique development requirements, provides outstanding customer service and public relations, and meets City performance standards without close supervision.

Availability and Commitment of Staff. We have the depth of resources needed for long-term contract services. Civic Solutions can ensure the City that staff resources are available to meet the requirements of the services and any modifications in the workload.

A Proven Process. We have developed a highly refined process of managing staffing functions that ensures user-friendly service that is responsive, timely, of high quality, and efficient. Our ability to effectively manage discretionary case processing minimizes the cost to applicants and the City.

No Conflict of Interest. Over the life of our firm, we have focused almost exclusively on providing services to public agencies. Our private sector work, which amounts to less than 5% of our business, is for homeowner associations, individual business or landowners, and non-profit organizations.

We certainly appreciate the opportunity to propose Contract Planning Services for the City of Malibu. We are confident that you will find that our firm's capabilities, technical expertise, and key personnel – along with our management's commitment – match the City's selection criteria. George Buell will serve as Principal-in-Charge and Mary P. Wright will serve as the Management Contact/Project Manager. If you have any questions or require additional information, please do not hesitate to contact George or Mary at (949) 489-1442, buell@civicsolutions.com or wright@civicsolutions.com.

Respectfully,

CIVIC SOLUTIONS, INC.


Thomas G. Merrell, AICP
President
George Buell
Senior Vice President

Contents

A. Organization, Credentials and Experience	1
i. Firm Overview	1
ii. Company Size and Personnel	5
iii. Similar Clients	7
B. Understanding of the Scope of Work.....	10
C. Professional Services Agreement	12
D. Compliance.....	12
E. Litigation.....	12
F. Fees	12
G. Timeline.....	12
Appendix.....	13

Civic Solutions is committed to
 continuing to deliver outstanding
 Contract Planning Services
 to the City of Malibu.

A. Organization, Credentials and Experience

i. Firm Overview

Civic Solutions is pleased to respond to the City of Malibu’s RFP for Contract Planning Services. We are a company of seasoned veterans who focus on providing contract current, advance, and environmental planning services to public agencies. We will provide all of the case management services outlined in the RFP, including performing a variety of professional-level duties related to discretionary case processing. Below is a summary of Civic Solutions’ qualifications, credentials, and related past experience.

Civic Solutions is a planning and community development consulting firm that provides comprehensive planning and entitlement services to municipalities, special districts, and other public agencies. The firm is established around the principle that community planning and development ultimately serve the public interest.

Civic Solutions was established in 1991 and has maintained its focused commitment to serve public agencies for the last 30 years. The company is a California corporation, led by its owner and founder Thomas G. Merrell, AICP, President and Chairman of the Board. Tom is responsible for the firm’s contractual actions. Guided by the company philosophy that “Planning Is For People,” Civic Solutions is ideally equipped to successfully provide planning services to the satisfaction of the clients and the communities we serve. The firm currently has 25 employees and 2 subconsultants.

Civic Solutions is headquartered in San Juan Capistrano with a satellite office in the City of Ontario at the addresses below. In addition, several senior staff members work out of Los Angeles County. Services will be provided to the City of Malibu remotely and as needed at City Hall.

Headquarters

27362 Calle Arroyo
San Juan Capistrano, CA 92675
(949) 489-1442

Satellite Office

3200 Guasti Road, Suite 100
Ontario, CA 91761
(909) 930-3999

Core Services

We deliver “added value” service in all planning functions. The experienced professionals who staff our firm have extensive backgrounds in public-sector service. Some of the firm’s recent clients include the cities of Westlake Village, Pomona, Anaheim, Lake Forest, Oceanside, Encinitas, Compton, Fountain Valley, Irvine, Jurupa Valley, Encinitas, Huntington Beach, and Malibu.

A. Organization, Credentials and Experience

[continued]

Our services include all functions of a municipal planning department, including discretionary case processing, public information services, environmental analyses, plan checking, site visits, mitigation monitoring, zoning code amendments, architectural design guidelines, specific plans, policy planning, and general plan updates. We provide support services in the form of graphics, design evaluation, analysis of alternatives, report writing, environmental impact documentation, annexations, grant writing, housing elements, citizen participation programs, and other community development activities.

Planning Services

Civic Solutions has earned an excellent reputation throughout Southern California for our contract planning and environmental review services. We are able to quickly get up to speed on a jurisdiction's regulations, policies, and operating procedures and seamlessly provide current and advance planning services. Our staff regularly provides counter services, customer support, discretionary case processing, plan checking, report writing, and presentations to Planning Commissions and City Councils.

We are skilled at development review and are able to perform slope and grading analyses, assess view impacts, and evaluate project design features. We fit seamlessly into the organizations we serve. It is our goal that applicants cannot distinguish between staff and consultant project managers. We are experienced long-range planners and can readily interpret policies, evaluate issues, and prepare general plan amendments, code amendments, and focused issue studies.

Discretionary Case Processing

Uniquely organized and staffed for this purpose, Civic Solutions provides development review and discretionary case processing services efficiently and effectively. Our philosophy is to perform the work to the standards of our municipal clients. Seeking feedback from staff, Planning Commissioners, and applicants, we continuously fine-tune our work methods. We fit seamlessly into the organizations we serve.

Permit Plan Review

Building and grading permit clearances are much shorter in duration and primarily require review for code compliance, conditions of approval, and consistency with approved plans. Our planners are prepared to expedite the plan review process for all permit review cases, including those for which the entitlement case was handled by City staff.

A. Organization, Credentials and Experience

[continued]

Environmental Services

Civic Solutions' technical staff provides environmental planning and review for our municipal clients. Our expertise includes environmental analysis, CEQA/NEPA documentation, resource agency permitting assistance, and mitigation and monitoring programs. We perform the full range of environmental documentation from Initial Studies and Exemptions through review and/or preparation of Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs). Public agencies value our ability to prepare thorough and legally defensible environmental documents in compliance with state and federal requirements.

Project Management Services

Civic Solutions has been particularly successful in managing specific projects for our public agency clients. High profile projects of critical importance to the city or county for housing production, tax base, and economic development must have a sustained, focused effort to keep the applicant's process on track. Our senior project managers have provided such services for priority housing projects, resort hotel projects, large scale mixed-use development, renewable energy plants, and annexations.

General Plan Amendments, Specific Plans, and Rezones

Civic Solutions' professional staff has the broad base of urban planning experience needed to prepare land use plans and to evaluate their impact on the environment, municipal services, traffic, schools, and open space.

Land Use and Policy Planning

- Master Plans
- Land Use Elements
- General Plan Updates
- Economic Development Programs
- Hillside Grading and Design Guidelines
- Historic Preservation Standards
- Hillside Development Standards
- Open Space Preservation
- Annexations
- Housing Programs

A. Organization, Credentials and Experience

[continued]

Civic Solutions has provided quality professional planning services to Southern California cities and counties since 1991. Some of our clients include the following:

City of Westlake Village, Staff Augmentation, Senior & Principal Planner	2021
City of Encinitas, Staff Augmentation, Associate & Senior Planner	2021
City of Anaheim, Staff Augmentation, Senior & Principal Planner	2021
City of Oceanside – Staff Augmentation, Principal Planner	2020
City of Jurupa Valley – Staff Augmentation, All Levels	2020
City of Malibu – Staff Augmentation, Principal Planner	2019
City of Encinitas – Staff Augmentation, Associate Planner	2019
City of La Mesa – Staff Augmentation, Associate Planner	2019
City of Anaheim – Staff Augmentation, Senior Planners	2019
City of Rancho Cucamonga – Staff Augmentation, Project Manager	2018
City of Lake Forest – Staff Augmentation, Senior Planner	2018
City of Monterey Park – Staff Augmentation, Assistant Planner	2018
City of La Mesa – Staff Augmentation, Senior Planner	2018
City of Lake Forest – Staff Augmentation, Associate Planner	2017
City of Menifee – Staff Augmentation, Senior Planner	2017
City of San Clemente – Staff Augmentation, Project Manager	2016
City of Anaheim – Staff Augmentation, Associate Planner	2016
City of Encinitas – Staff Augmentation, Project Manager and Entitlement Process	2015
City of Yorba Linda – Assessment Permit Inspection and Entitlement Process	2015
City of Covina – Staff Augmentation, Project Manager, Housing Development	2015
City of Buena Park – Staff Augmentation, Associate Planner	2015
City of Oceanside – Staff Augmentation, Principal Planner	2014
City of Glendale – So. Glendale Land Use Study, Principal Project Manager	2014
City of Huntington Beach, Planning Department Assessment	2014
City of Sierra Madre - Staff Augmentation, Assistant Planner	2014
City of El Cajon – Staff Augmentation, Associate Planner	2014
City of Compton – Staff Augmentation, Senior Planner	2014
City of Fountain Valley – Development Process Study	2014
City of Inglewood - Staff Augmentation, Assistant Planner	2014
City of Compton – Annexation Fiscal Analysis	2013
City of Yorba Linda - Staff Augmentation, Associate Planner	2013
City of La Habra Heights – Staff Augmentation, Project Manager	2013
City of La Puente – Interim Community Development Director	2013
City of Jurupa Valley – Director, Senior, Associate, and Assistant Planners	2011
City of Ridgecrest – Staff Augmentation, Project Management	2011
City of Rosemead – Zoning Code Update	2010
City of Irvine – Staff Augmentation, Senior and Associate Planner	2010
City of San Clemente – Staff Augmentation, Associate Planner	2010

**A. Organization,
Credentials and
Experience***[continued]***ii. Company Size and Personnel**

Civic Solutions currently has 25 staff members who are employees of the firm and enjoy satisfying work with competitive salaries and benefits. Tom Merrell is the President of the company. George Buell, Senior Vice President, will be the Principal-in-Charge for the City of Malibu. Mary P. Wright is the Vice President of the firm and will be the City's primary management contact. In addition, Mary currently serves as a Contract Senior Planner for the City and is well acquainted with the City's structure, organization, and key issues. This proposal offers Mary's continued services to the City. In addition, we have provided Jean Ward's resume if the City needs additional planning assistance. The paragraphs below provide a summary of each person's qualifications. Complete resumes are included in the Appendix.

**George Buell
Management Contact**

George Buell is a well-respected planning administrator with over 25 years of planning and management experience in California and Washington. He serves as Senior Vice President of Civic Solutions, managing overall company operations and working with the executive management team to develop and implement the company's business plan. He also serves as Principal-in-Charge for a number of the company's important projects, providing strategic direction and oversight. George has served in leadership positions with several cities in Southern California, including Santa Barbara, San Clemente, and Oceanside, and knows how to develop successful work plans that meet the needs of the municipalities he serves.

**Mary P. Wright
Management Contact/Project Manager**

Mary Wright will serve as the overall Project Manager and Senior Planner for the City of Malibu. She is a planning professional with over 30 years of planning and environmental experience in Southern California both in public and private sector planning. Mary has demonstrated knowledge of principles, practices, and trends in urban planning along with strong public participation and facilitation skills. She manages large-scale development projects for several cities in Southern California.

Her extensive comprehensive planning background and outstanding written, verbal, and interpersonal communication skills are highlighted at City Council, Planning Commission, and public meetings. During her tenure with the City of San Diego, she progressed from an Associate Planner to the Deputy Director of Planning.

A. Organization, Credentials and Experience

[continued]

Mary has recent municipal current and advance planning experience in the following cities:

- City of Malibu
- City of Westlake Village
- City of Jurupa Valley
- City of Oceanside
- City of Inglewood

Jean Ward, AICP

Senior Planner

Jean Ward is a planning professional with more than 20 years of planning experience through her work at numerous cities in Southern California. She specializes in project management and advanced planning projects. She is included in this proposal in the event the City desires help with long-range planning activities such as code amendments, general plan amendments, and other special projects. She commands a strong public presentation presence and is a seasoned team leader. She is adept at analyzing issues and managing projects from initial inception through project completion.

Jean has recent municipal experience in the following cities:

City of Rancho Cucamonga
City of Jurupa Valley
City of Westlake Village
City of Inglewood

A. Organization, Credentials and Experience

[continued]

iii. Similar Clients

Civic Solutions invites the City of Malibu to contact our client references to learn their opinion of our performance on past and present assignments.

City of Jurupa Valley

8930 Limonite Avenue

Jurupa Valley, CA 92509

Joe Perez, Community Development Director

jperez@jurupavalley.org

(951) 332-6995

Project Description: Civic Solutions has provided current, advance, and environmental planning services to the City of Jurupa Valley since 2011, completely managing and staffing the Planning Department. Services include, but are not limited to, public counter assistance, plan checks, discretionary case processing, environmental review and documentation, project management, and preparation of the City's Inaugural General Plan and 6th Cycle Housing Element.

City of Oceanside

300 North Coast Highway

Oceanside, CA 92054

Jeff Hunt, City Planner

jhunt@ci.oceanside.ca.us

(760) 435-3535

Project Description: Civic Solutions has been providing planning and environmental services to the City of Oceanside since May 2014 (the contract is ongoing). Services include project management, discretionary project review, preparation of notices and staff reports, preparation and review of environmental documents, and presentations at community events and public hearings.

City of Anaheim

200 South Anaheim Boulevard

Anaheim, CA 92805

Scott Koehm, Principal Planner

skoehm@anaheim.net

(714) 765-5395

Project Description: Civic Solutions has been providing planning services to the City of Anaheim since July 2017. Services include project management, discretionary project review, preparation of project staff reports, review of environmental documents, and management of complex development projects.

**A. Organization,
Credentials and
Experience**

[continued]

City of Encinitas

505 So. Vulcan Avenue

Encinitas, CA 92024

Roy Sapa'u, City Planner, Development Services Department

rsapau@encinitasca.gov

(760) 633-2734

Project Description: Civic Solutions has provided ministerial and discretionary permit processing for the City of Encinitas since October 2015. On-call services include public counter assistance, plan checks, and ministerial and discretionary project review, and management. Our on-call services contract is ongoing.

Past

*Successfully served Southern
California City Clients for 30 years*

Present

*Currently in place working as a
seamless extension of staff*

Future

*We trust you'll agree ...
Civic Solutions is the right choice for
the City of Malibu.*

B. Understanding of the Scope of Work

[continued]

Civic Solutions understands that the City of Malibu desires senior contract planning assistance to perform professional municipal planning case management services for applicant-initiated applications. We have provided resumes for Mary P. Wright and Jean Ward, who are available to continue assisting the City. Mary and Jean both have a broad range of municipal planning experience and are able to quickly get up to speed on the City's regulations, policies, and procedures, including the Malibu General Plan, the Local Coastal Program, and the Zoning Ordinance. As outlined above, Mary has extensive experience performing development project review throughout Southern California, including many coastal cities, and will continue to bring this experience and expertise to the City of Malibu.

As assigned by the Planning Department, the work will include, but is not limited to the following:

- *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, administrative plan reviews, site plan reviews, 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 evaluate 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 documentation, in a form prescribed by the City, normally associated with case processing.*
- *Prepare staff reports, resolutions, and ordinances for the Planning Commission, the Environmental Review Board, and the City Council.*
- *Work on long-range planning projects.*

**B. Understanding of
the Scope of Work**
[continued]

- *Utilize our expertise working with regulatory documents similar to the Local Coastal Program, Malibu Municipal Code, Title 16 (Subdivision) and Title 17 (Zoning), 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, and Permit Streamlining Act.*
- *Work with computer applications including Microsoft Office Word, Excel, PowerPoint, Access, and GIS.*
- *Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.*
- *Respond within one (1) business day to questions from City staff and members of the public.*
- *Maintain a set schedule during regular business hours. Hours per week to be negotiated depending on the needs of the Department but may range from 20 to 40 hours per week.*
- *Maintain detailed accounting of contract budget.*
- *Responsible for all travel, mileage, and telephone/electronic expenses.*

C. Professional Services Agreement

Civic Solutions agrees to use and comply with the terms and conditions of the City's standard Professional Services Agreement, provided in Attachment 1 of the RFP.

D. Compliance

Civic Solutions agrees to comply with the California Labor Code, including the following regulations:

- Federal Labor Standards provisions
- Federal Prevailing Wage Decision
- State California Prevailing Wage Rates

E. Litigation

Civic Solutions does not have any past, current, or pending litigation resulting from professional services rendered.

F. Fees

CSI's Hourly Rate Schedule has been provided under separate cover.

G. Timeline

Civic Solutions understands the City of Malibu intends to award a professional service agreement for Contract Planning Services for a base term of 2 years.

Appendix

Resumes

George Buell

Mary P. Wright

Jean Ward, AICP

Benefits

Civic Solutions offers a variety of benefits to the City of Malibu in terms of demonstrated project performance, technical competence, depth of resources, and responsiveness.

Highlights

- Leadership
- Strategic Planning
- Government Relations
- Development Regulations
- Advance Planning
- Policy Planning
- Land Use Planning
- Entitlements
- Regulatory Review & Compliance
- Team Development
- Organizational Effectiveness
- Community Relations
- Public Facilitation

Education

Bachelor of Arts, Urban Geography, Minor in Health Promotion, California State University, Fullerton, CA

Affiliations

- American Planning Association
- Urban Land Institute
- International City/County Management Association

GEORGE R. BUELL

SENIOR VICE PRESIDENT

George Buell is a well-respected planning administrator with over 25 years of planning and management experience in California and Washington. He serves as Senior Vice President of Civic Solutions, managing overall operations of the company and working with the executive management team to develop and implement the company's business plan. He also serves as Principal-in-Charge for a number of the company's important projects, providing strategic direction and oversight. Mr. Buell has served in leadership positions with several large cities in Southern California, including Santa Barbara, San Clemente, and Oceanside. He knows how to develop successful work plans that meet the needs of the municipalities he serves.

Highlights of Mr. Buell's experience include:

Civic Solutions, Inc., Senior Vice President, 2020-Present

Manages the firm's operations and works directly with major clients. Works with the management team on all aspects of business operations including staffing, marketing, and business planning. Serves as Principal-in-Charge on a number of the company's major projects, ensuring the development of realistic work programs and the preparation of quality work product.

City of Santa Barbara, Community Development Director, 2014-2020

Served as the City's Community Development Director with a staff of 77 in four divisions: Administration, Building and Safety, Housing and Human Services, and Planning. Administered 13 boards and commissions and managed a General Fund budget of \$12 million. Collaborated daily with executive staff and decision makers including the Mayor, City Council members and appointed officials. Served as the City's liaison with federal, state, and local agencies, including offices of elected officials, the League of California Cities, the California Coastal Commission, State Housing and Community Development (HCD), Resource Agencies, the County of Santa Barbara, and other municipalities. Represented the City before local advocacy and interest groups such as the Chamber of Commerce, Downtown Santa Barbara, the American Institute of Architects, the Association of Realtors, and environmental and neighborhood groups.

City of Oceanside, Development Services Director, 2008-2014

Managed a department of 53 staff in three divisions: Building and Safety, Capital and Development Engineering, and Planning. Responsible for administration of the Planning Commission, the Historic Preservation Advisory Commission, and the Oversight Board. Managed a General Fund budget of \$7.5 million and a Capital Improvements budget of \$41 million. Interacted daily with fellow executive staff, City Council aides, elected and appointed officials, and staff from federal, state, regional and local agencies.

George R. Buell**City of San Clemente, City Planner, 2002-2008**

Reported to the Community Development Director and provided strategic and operational leadership to a division of 12 employees with a \$1.5 million General Fund budget. Regularly advised Council members, Planning Commissioners, and executive staff and collaborated with staff on issues of interest. Served as Secretary to the Planning Commission and the Design Review/Cultural Heritage Subcommittee. With a creative staffing strategy, managed through a time of brisk development activity and growing public demands for quality architecture, and increased attention to historic preservation.

Triad Associates, Partner, Kirkland, Washington, 1998-2002

Partner in a private land development consulting firm with more than 100 employees, practicing civil engineering, GIS, landscape architecture, planning, and surveying. Senior land use planner/project manager for numerous privately initiated land development applications with a wide variety of complexity and scope. Managed the company's GIS department.

City of Fullerton, Associate Planner, 1991-1998

Served as Associate Planner responsible for environmental programs and special projects.

Highlights

- Leadership
- Project Management
- Quality Control
- Development Regulations
- Advance Planning
- Environmental Planning
- Policy Planning
- Strategic Land Use Planning
- Entitlements
- Government Relations
- Regulatory Review and Compliance
- Team Development
- Coastal Development
- Community Relations
- Public Facilitation

Education

Master of City Planning with Distinction, San Diego State University, San Diego, CA
 Bachelor of Arts, Geography with Environmental Emphasis, San Diego State University, San Diego, CA

Affiliations

- Certified, International Association for Public Participation
- American Planning Association

Awards

- Comprehensive Planning Merit Award for Large Jurisdiction, Inland Empire, APA, Jurupa Valley 2017 General Plan, Jurupa Valley, California
- Advanced Diversity and Social Change Merit Award, California Chapter APA, Jurupa Valley Environmental Justice Element, Jurupa Valley, California
- Best Practices Award, Inland Empire APA, Jurupa Valley Environmental Justice Element, Jurupa Valley, California

MARY P. WRIGHT

VICE PRESIDENT, DIRECTOR OF PLANNING SERVICES

Mary Wright is a planning professional with over 30 years of planning and environmental experience in Southern California. She has demonstrated knowledge of principles, practices, and trends in urban and environmental planning along with strong public participation and facilitation skills. Her extensive comprehensive planning background and outstanding written, verbal and interpersonal communication skills are highlighted at City Council, Planning Commission, and public meetings. During her previous tenure with the City of San Diego, she progressed from Associate Planner to Deputy Planning Director of the department.

Highlights of Ms. Wright's experience include:

Civic Solutions, Inc., Vice President, Director of Planning Services, 2013-Present

Ms. Wright directs the Company's municipal planning services including contract staffing and the preparation of policy documents. She serves on the Company's management team with involvement in marketing, staffing, quality control, budgeting, analysis, and document production. In addition, she personally serves as on-call staff for several public agencies providing current, long-range, and environmental planning services. Duties include reviewing large-scale development projects, performing environmental assessments in conformance with CEQA, overseeing the preparation of environmental Negative Declarations and EIRs, performing land use analyses, and managing the preparation of long-range policy documents.

City of San Diego, Deputy Director, Planning Department, 2007-2012

Managed 44-member, \$8 million budgeted division including management, professional, and administrative staff. Directed long-range planning activities including general, community and mobility planning, multiple species habitat preservation, historic review, park planning, budgeting, and administration. Developed the community plan update program with ten concurrent updates in process. Served as planning management liaison to the Planning Commission and the City Council. Directed project management responsibilities, consultant contracting, and budgeting. Served as liaison to the Labor Relations Department and supervised the division's personnel practices. Oversaw the community planning group system with over 40 active groups.

Mary P. Wright**City of San Diego, Program Manager, Planning Department, 2001-2007**

Managed community planning activities in the southern half of the City of San Diego. Supervised a diverse staff responsible for updating plans and reviewing development projects and planning documents. Developed policy and zoning recommendations related to public and private development. Prepared and presented reports to the Planning Commission and City Council. Served as the City liaison to the San Diego Unified School District.

City of San Diego, Staff Level Planner, Planning Department, 1986-2001

Served at various staff planning levels for the City of San Diego.

Environmental Consulting, Mooney-Lettieri & Associates and WESTEC Services, Inc., Environmental Analyst, 1982-1986

Prepared Environmental Impact Reports (EIRs) and other environmental documents for public and private development proposals. Developed project proposals and cost estimates. Secured and became proficient at measuring noise impacts using FHWA software.

Highlights

- Zoning Codes
- Specific Plan Preparation
- Design Guidelines
- Policy Planning
- Zoning Code Updates
- General Plan/Specific Plan Updates
- Project Management
- Public Outreach and Consensus Building

Education

Master in Community and Regional Planning, University of Oregon, School of Architecture and Allied Arts, Department of Planning, Public Policy and Management

Bachelor of Arts, Environmental Studies with concentrations in Urban Planning and Natural Resource Management, University of California, Santa Barbara

Affiliations

- American Institute of Certified Planners
- American Planning Association

JEAN E. WARD, AICP

COMMUNITY PLANNING SERVICES MANAGER

Ms. Ward brings over 20 years of professional urban planning and project management experience. She has a successful track record of managing a diversity of implemented and award-winning long-range plans in Southern California and Oregon that were consistently executed on schedule and within budget. Ms. Ward has conceptualized and written development standards, policies, and design guidelines for residential, commercial, industrial, mixed-use, and transit-oriented districts, and authored numerous specific plans and other long-range planning and zoning documents. Her recent work has been focused on advance planning projects for jurisdictions, including code amendments. Ms. Ward is an accomplished leader of multi-disciplinary teams on challenging and complex projects, and commands a strong ability to collaborate across discipline boundaries and build client rapport and trust resulting in goals, policies, regulatory tools, and urban design solutions that are responsive to both client and community needs.

Highlights of Ms. Ward's experience include:

Civic Solutions, Inc., Community Planning Services Manager, 2017-Present

Provides higher level urban planning services to our public agency clients including zoning code amendments, general plan implementation, specific plans and specialized projects. Ms. Wright recently worked on the preparation of an ordinance to meet new state legislation for accessory dwelling units. She coordinates regularly with municipal planning staff, legal counsels, and decision makers. Ms. Wright commands a strong public presentation presence, regularly presents to commissions and elected officials, brings proven analytical and writing skills, and is a seasoned team leader.

The Arroyo Group, Principal, 2000-2017

Managed and served as lead planner on a diversity of planning projects for Southern California jurisdictions; ranging in scale from site-specific planning and urban design, to downtown districts and urban corridors, to a plan for 5,000 acres of undeveloped land. Maintained quality and adherence to tight budget constraints administering projects in an increasingly competitive grant-funding climate. Supervised and directed the work program of multi-disciplinary teams, addressing land use planning, urban design, multi-modal circulation, streetscape design, economics and financial feasibility, CEQA documentation, historic preservation, art and cultural resources, and sustainable development strategies. She also provided peer review services to several cities preparing and updating their specific plans.

Jean Ward

Awards

Comprehensive Planning Award
for Small Jurisdiction, Inland
Empire APA, Downtown
Hemet Specific Plan, Hemet,
California

Planning Implementation Award,
Inland Empire APA and
Award of Merit, California
APA, Downtown Riverside
Specific Plan, Riverside,
California

Comprehensive Planning Award
for Small Jurisdiction, Los
Angeles APA, Downtown
Village Specific Plan, La
Canada Flintridge, California

Comprehensive Planning Award
for Small Jurisdiction, Inland
Empire APA and Compass
Blueprint Recognition Award
Honorable Mention, SCAG,
North City Specific Plan,
Cathedral City, California

Hard Won Victories Award,
Inland Empire APA, Magnolia
Avenue Specific Plan,
Riverside, California

Ms. Ward conducted and facilitated numerous community outreach and public participation programs, including educational community workshops, visioning, focus group and stakeholder meetings, and design charrettes. She also participated in all aspects of marketing and business development including outreach to prospective clients, proposal preparation, participation in interviews, contract negotiations and preparation, and development of work programs and budgets.

Angelo Planning Group, Project Manager and Planner, Oregon 1998-2000

Conducted business development and start-up of Angelo Planning Group, a boutique land use and transportation planning firm; successfully negotiated the transition of projects to the upstart company. Performed on-call planning services for Portland metro area jurisdictions including interpretation and administration of the local zoning code, review of applications for zone changes, site plan and conditional use permit application review, analysis and assistance with annexation applications, research and analysis of land use issues, preparation of staff reports, and presentations to decision making bodies. Jean developed and implemented local comprehensive plans, land use codes and ordinances, and transportation plans for Portland-Metro area jurisdictions and researched and analyzed best practices, plans, and policies pertinent to project work.

W&H Pacific, Project Manager and Planner, Oregon, 1996-1998

Managed long-range comprehensive plan projects for several Oregon cities and communities at W&H Pacific, a large planning and engineering firm. Prepared development applications and facilitated entitlements process for a variety of private and public-sector clients including commercial and mixed-use developers, the local fire department, and wireless telecommunication providers. Executed site and master planning projects, including a 140-acre mixed-use commuter rail site adjacent to the Portland International Airport.

Resource Assistance for Rural Environments, Planner, Oregon, 1994-1995

Prepared a Watershed Management Plan for Netarts Bay in northern Oregon in conjunction with the Oregon Department of Environmental Quality. Developed educational outreach materials and interpretive signage regarding water quality and ecological functions of the watershed.

Micronesia and South Pacific Program, Federated States of Micronesia, Planner, 1994 and 1995

Provided technical assistance in 3-month summer programs in the preparation of coastal resource management and manpower training plans in the Federated States of Micronesia.

City of Malibu
Contract Planning Services**Hourly Rate Schedule****June 11, 2021**

Civic Solutions will provide Contract Senior Planner Services at the following hourly rates:

Schedule of Fees

Planner	Hourly Rate
Project Manager	\$150
Senior Planner	\$135

The above hourly rates apply only to authorized services provided under the scope and contract, and do not apply to contract administration activities such as invoicing and contract performance discussions. Work performed on a time and material basis will be billed monthly and will be due in accordance with the terms of the contract.

Reimbursable Expenses

- Reproductions of plans
- Large duplication or document publishing projects
- Specialized graphic projects
- Messenger and overnight delivery

When the above fee schedule is made part of an on-call contract, fees are subject to annual review and adjustment, unless otherwise specified in the consulting services agreement.

Contact Information

Corporate Name: Civic Solutions, Inc.
Federal Tax ID: 33-0689860
Corporate Office: 27362 Calle Arroyo, San Juan Capistrano, CA 92675
Phone: (949) 489-1442
Fax: (949) 240-8068
Web Address: www.civicsolutions.com
Senior Vice President: George Buell
Vice President: Mary P. Wright



City of Malibu Planning Department

Proposal for Contract Planning Services (Without Fee Section)

June 11, 2021



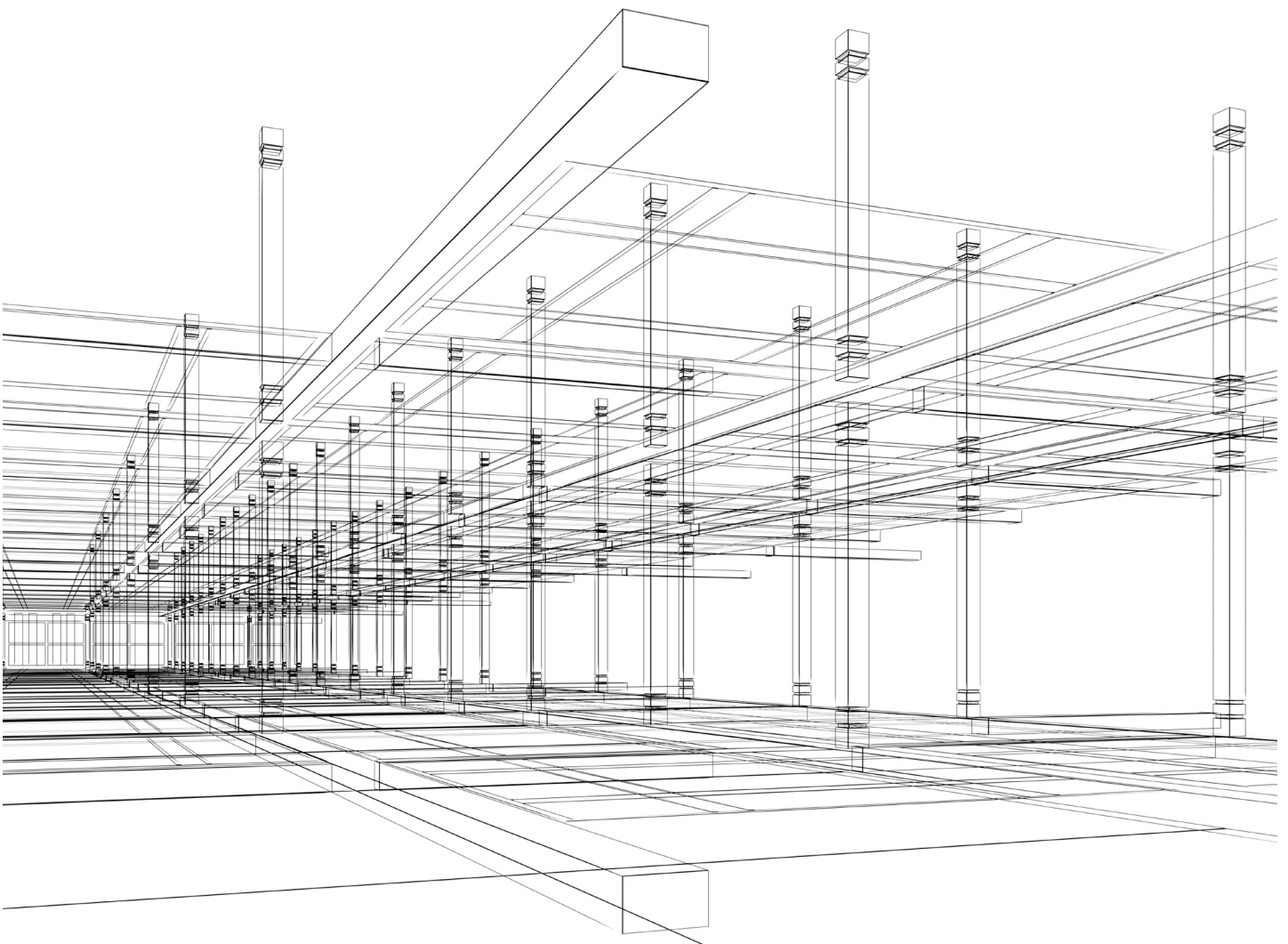


TABLE OF CONTENTS

	Page
Section 1 – Cover Letter	1
Section 2 – Organization, Credentials, and Experience	3
I. Company Information	3
II. Principal Contact Person and Senior Planner	3
III. Type of Services Provided.....	4
IV. Company’s Philosophy Regarding Customer Service.....	6
V. Key Planning Staff.....	7
VI. Current Client Agencies	11
VII. References	12
Section 3 – Understanding of Scope of Work	13
I. Understandings Related to Contract Planning Services	13
II. Work Plan.....	15
III. Staff Management Plan	17
Section 4 – Documentation Requirements	18
I. Professional Service Agreement	18
II. Compliance	18
III. Litigation	18
Section 5 – Fees (Provided Under Separate Cover).....	19

Section 1

Cover Letter





DATE: May 24, 2019

TO: Richard Mollica, Planning Director
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

SUBJECT: PROPOSAL TO PROVIDE CONTRACT PLANNING SERVICES

Dear Mr. Mollica:

JLee Engineering, Inc. (JLee Engineering) is pleased to submit this proposal to provide Contract Planning Services to the City of Malibu, Planning Department.

JLee Engineering is a California Corporation which specializes in providing a full range of planning, building and safety, engineering, and other services to local governmental agencies.

We are dedicated to providing high quality and professional services customized to meet our clients' needs with a strong emphasis on customer service.

We understand the importance of our clients' needs and concerns, JLee Engineering has successfully and consistently delivered services with efficiency and timeliness to serve our clients' priorities.

JLee Engineering has reviewed the information contained in the RFP and confirms JLee Engineering has the experience and ability to meet all of the scope of service and insurance requirements.

As with the current clients, JLee Engineering will commit to the same level of excellence in effort and diligence to deliver the scope of services for the City of Malibu.

JLee Engineering currently provides as-needed consultant services to the following fourteen (14) agencies:

- | | |
|-------------------------|--------------------------------------|
| ○ City of Beverly Hills | ○ City of Inglewood |
| ○ City of Burbank | ○ City of Long Beach |
| ○ City of Culver City | ○ City of Santa Ana |
| ○ City of El Segundo | ○ County of Los Angeles |
| ○ City of Glendora | ○ County of San Bernardino |
| ○ City of Hawthorne | ○ County of Riverside (New Dec 2020) |
| ○ City of Hermosa Beach | ○ City of Redondo Beach (New 2021) |

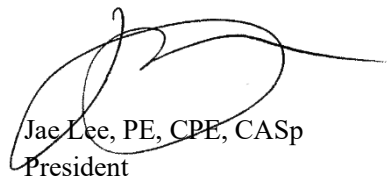
For the City of Malibu, JLee Engineering will provide qualified and experienced staff to successfully deliver the requested scope of services based on the City's requirements, procedures, and expectations.

For this proposal, Mr. Jae Lee, P.E., CPE., CASp is the designated contact person for JLee Engineering. Mr. Lee is authorized to sign and bind JLee Engineering firm to contracts. The contact information is as follows:

Address: Jae Lee, P.E., CPE., CASp
President
JLee Engineering, Inc.
430 S. Garfield Ave., Suite 301, Alhambra, CA 91801
(626) 284-8906 / JLee@JLeeEngineering.com

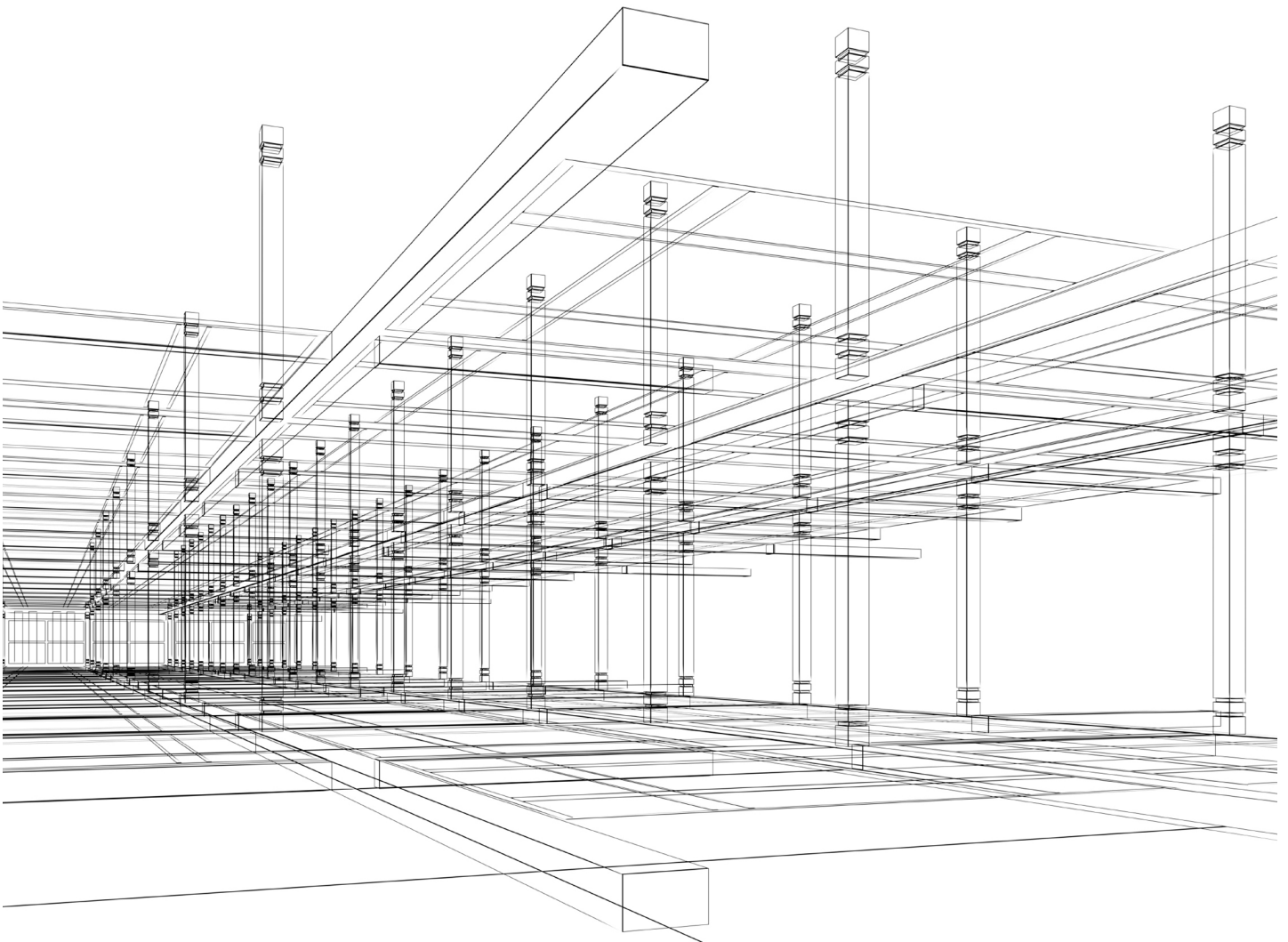
We are committed to delivering excellent quality and custom service. We are looking forward to the opportunity to provide Contract Planning Services to the City of Malibu, Planning Department.

Sincerely,



Jae Lee, PE, CPE, CASp
President

Organization, Credentials, and Experience





SECTION 2 – ORGANIZATION, CREDENTIALS, AND EXPERIENCE

JLee Engineering has the specific and relevant experience as well as highly qualified staff to provide Planning Services to the City of Malibu.

I. Company Information

JLee Engineering is a California Corporation located in Alhambra, California which specializes in providing a full range of planning, plan review, inspections, and other building and safety related services for governmental agencies.

JLee Engineering is a certified small business enterprise with the State of California, Department of General Services, Office of Small Business (OSDS #1746325).

In April 2000, the company was founded by Mr. Jae Lee, PE, CPE, CASp who currently has over 30 years of experience in the industry and has a comprehensive understanding of essential needs to provide high quality and efficient services to governmental agencies.

Since the company's inception, JLee Engineering has been providing professional services with commitment to fulfilling our clients' goals with an emphasis on customer service. We understand the importance of our clients' needs and concerns, the dedicated members of JLee Engineering team have successfully and consistently delivered services to our clients.

II. Principal Contact Person & Senior Planner

For this proposal, Mr. Jae Lee, P.E., CPE., CASp is the designated contact person for JLee Engineering. Mr. Lee is authorized to sign and bind JLee Engineering firm to contracts. The contact information is as follows:

Address: Jae Lee, P.E., CPE., CASp
President
JLee Engineering, Inc.
430 S. Garfield Ave., Suite 301, Alhambra, CA 91801
(626) 284-8906 / JLee@JLeeEngineering.com

The Senior Planner assigned for delivering the scope of services is as follows:

Address: Scott Lunceford, AICP
JLee Engineering, Inc.
430 S. Garfield Ave., Suite 301, Alhambra, CA 91801
(626) 284-8906, Ext 705 / SLunceford@JLeeEngineering.com

III. Type of Services

JLee Engineering provides a full range of consultant services to governmental agencies as required for enforcement of all the latest applicable county, state, and federal building laws, ordinances, regulations, and applicable standards.

The types of services include planning services, plan check, inspection, and other specific services requested by the clients.

A. Planning Services:

1. Provide Planning Project Management for development applications including residential (e.g., single family residential and accessory dwelling units), commercial, and mixed-use development projects.
2. Provide reviews for compliance with City's Zoning Ordinance, State Planning, Zoning and Subdivision Laws, and the California Environmental Quality Act and Guidelines.
 - For all reviews, apply the principles of good urban planning, as well as City codes and policies.
3. Review and process discretionary cases and conditional use permits.
4. Facilitate, lead, or assist planning staff with long-range planning initiatives.
5. Provide all other Planning related services specific and according to the requirements of each client.
6. Provide all City Planning related services utilizing computer softwares and other electronic systems preferred or selected by each client.

B. Plan Check Services:

1. Plan Reviews – Building (Architectural, Structural and Civil) plans, Electrical plans, Plumbing plans, Mechanical plans, Fire (Fire Sprinkler System, Fire Alarm System, and Smoke Control Systems) plans, Grading and Civil plans, Green Building Plan, Stormwater/Standard Urban Stormwater Mitigation Plans (SUSMP), National Pollution Discharge Elimination System (NPDES), Low Impact Development (LID), and American with Disability Act (ADA) plans. Also, review technical reports as such as structural calculations, geotechnical/soils engineering reports, hydrology reports, and Title 24 energy calculations.
2. Plan Review Services Project Types – Economical, luxurious, and complex constructions in residential, commercial, industrial and other special constructions for all disciplines.
3. Plan Review Services Format – Conventional hard copy or electronic plan review and delivery services as requested and specified by the client. For example, JLee Engineering has been using Eplan plan check system for the City of Beverly Hills and County of San Bernardino, and Bluebeam for the County of Los Angeles for plan reviews.

4. Plan Review Services Codes and Regulations:

- All related State and Local codes adopted by the specific agency
- City Ordinances and Codes as corresponding to the specific agency

C. Inspection Services:

1. Inspections – Building inspections, Plumbing inspections, Mechanical inspections, Electrical inspections, Combination residential inspections (one- and two-family dwellings), Fire inspections, Grading inspections, Erosion/Stormwater Best Management Practices (BMPs).
2. Inspection Services Project Types – Economical, luxurious, and complex constructions in residential, commercial, industrial and other special constructions for all disciplines; and code enforcement inspections for special ordinances or regulatory requirements.
3. Inspection Services Codes and Regulations:
 - All related State and Local codes adopted by the specific agency
 - City Ordinances and Codes as corresponding to the specific agency

D. Permit Technician (Public Counter) Services:

- Assist the general public by providing technical information concerning building and construction permit requirements.
- Make the final check of forms and permit applications for accuracy, completeness, and compliance.
- Assist the public with plan check submittals, and issuing permits.
- Coordinate routing, filing, and logging of plans and permits.
- Compute charges for building permits and receive fees.
- Utilize permit issuance, inspection scheduling, and plan tracking system.
- Assist the Building and Safety office manager/staff in other related permitting activities.

E. Staff augmentation services include, but not limited to, the following:

- Building Officials
- Plan Check Engineers
- Plan Examiners
- Planners
- Inspectors
- Permit Technicians
- Others

IV. Company's Philosophy Regarding Customer Service

JLee Engineering was founded based on the core tenets of providing the highest quality of services and fulfilling clients' needs. JLee Engineering achieves success through three major strengths: Staff, Commitment, and Customer Service.

A. Staff:

JLee Engineering provides the clients with planning, plan check, inspection, and other related services from experienced and knowledgeable professional staff.

1. Each discipline is led by seasoned and professional staff in their respective disciplines.
2. Each of the planner, plan reviewers, inspectors, and other staff is dedicated to stay current with the local code requirements and interpretations.
3. For the client, the staff with most appropriate experience and level of expertise are assigned to perform each as-needed services requested.

B. Commitment:

JLee Engineering is committed to provide quality services with the primary focus on client satisfaction. The efforts of achieving client satisfaction includes, but not limited to the following emphasis on the level of services:

1. Deliver all services on-time as agreed and scheduled.
2. Provide progress/status report on regular basis or upon request.
3. Interact professionally and courteously with the client and/or design professionals.

C. Customer Service:

JLee Engineering is efficient in company size which gives us the ability and flexibility to respond to the needs and requests of clients readily and with minimum effort and notice. The responsive efforts include, but not limited to, the following:

1. Develop and execute customized work plans for each client to streamline work flows and communications.
2. Respond and address concerns and issues from the clients proactively and timely.
3. Maintain an office staff during work hours to receive phone calls from clients by a live person.

V. Key Planning Staff

A. Scott Lunceford, AICP – Senior Planner (Planning Services Team Leader)

Summary of Experiences

- Over 24 years of experience as a planner and project manager for the following:
 - JLee Engineering, Inc. (City of Beverly Hills)
 - City of West Hollywood
 - Lilley Planning Group (City of West Hollywood)
 - Permit Place
 - City of Hawthorne
 - City of Hermosa Beach
 - City of Rolling Hills Estates
 - County of Los Angeles, Department of Regional Planning
- Review residential and commercial plans for zoning compliance.
- Review and process project plans and applications for ministerial and discretionary permits.
- Provide responses to zoning related questions and inquiries from developers, property owners, other interested stakeholders, and public.
- Manage planning cases and monitor projects under construction, integration of zoning data into City's new GIS platform.
- Oversee project management consulting team responsible for securing entitlements and construction permits for a nationwide alternative fuel infrastructure project.
- Prepare staff reports utilizing various software, and present findings to City governing bodies.
- Prepare draft zoning text amendments including new wireless communication facility ordinance.
- Prepare and present staff reports at public hearings and public presentations.
- Supervise junior staff member implementations of zoning policies and procedures.

Education

- University of California, Berkeley – B.A. in Architecture

B. Margaret Shekell, AICP – Senior Planner

Summary of Experiences

- Over 22 years of experience as an urban planner for the following:
 - JLee Engineering, Inc.
 - ESA (formerly PCR Services Corporation), Santa Monica
- Senior Planner with extensive and diversified experience preparing environmental documentation in compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). In depth knowledge of land use and sustainability issues.
- Prepare EIRs, ISSs, and EISs, and EAs for a variety of project types often under tight project schedules. Project types include: mixed-use, airports, museums, residential, educational, general/specific plans. Representative projects include: LAX Master Plan and LAX Specific Plan Amendment Study (Los Angeles), Academy Museum of Motion Pictures (Los Angeles), The

Culver Studios Innovation Plan – Plan Amendment (Culver City), 1020 S. Figueroa Street – Mixed Use (Downtown Los Angeles).

- As part of environmental document preparation, coordinate with in-house staff, technical subconsultants, and mentor junior staff to provide thorough and accurate information in compliance with CEQA/NEPA.
- Areas of environmental issue expertise include land use, public services, and utilities.
- Review documents to ensure quality and consistency in collaboration with multi-disciplinary project teams.
- Attend public meetings and prepare responses to agency and public comments on environmental documents.
- Worked on controversial projects that had a high level of public interest and scrutiny.
- Assist with management of the environmental review process, including schedule, budgets, and noticing requirements. Contribute to successful proposal efforts.

Education

- University of California, Irvine – B.A. in Social Ecology
- University of California, Los Angeles – Certificate in Global Sustainability and Environmental Law & Policy
- University of California, Irvine – Certificate in Land Use and Development Planning

C. Kenneth Quan – Senior Planner

Summary of Experiences

- Over 14 years of experience as an urban planner for the following:
 - JLee Engineering, Inc.
 - NAVFAC (Naval Facilities Engineering Command), Bethesda
 - Planate Management Group
 - Planning Associate, Inc.
 - Psomas, Los Angeles
- Developed, authored and presented to leadership DD 1391 efforts for new construction, renovation and modernization projects including a Fire Station, Integrated Operations Center and Emergency Services Operations Center totaling approximately \$30 million.
- Reviewed proposed projects to ensure regulation compliance, master planning and safety requirements.
- Coordinated with other Public Works Branches, Environmental Affairs, consultants and adjacent municipalities to complete construction and sustainment of installation infrastructure and facilities such as Renewable Energy Program Office (REPO) Solar Array Field at NAS Oceana.
- Conducted land use research of local and state jurisdictions throughout the United States to facilitate permitting of Liquefied Nitrogen Gas (LNG) refueling stations.
- Oversaw the permitting process of tenant improvements in multiple jurisdictions for national retail chains.
- Assisted in research and drafting of Industrial Land Use Ordinance for the City of Commerce, CA.

- Assisted in preparing, coordinating and facilitating public involvement meetings and consensus-building workshops.
- Assisted in developing and drafting zoning and land use guidelines for revisions to Los Angeles Municipal Code
- Performed complex research, analytical interpretation of demographic/land use data, governmental policies, ordinances and municipal archival documents.
- Produced deliverables including due diligence, feasibility analysis, land entitlement documents and findings.
- Engaged with local authorities, municipal officials, civic leaders and stakeholder groups to recommend physical arrangements of land for residential, commercial and community uses.
- Examined and studied tract maps/site plans/construction documents to ensure project site compliance with local zoning requirements.
- Tracked local and state land use statutes, ordinances and by-laws in order to be current and aware of systemic changes in governing policies.

Education

- University of Southern California – M.A. in Urban Planning
- University of Southern California – B.A. in Sociology

D. Christopher Moorman – Assistant Planner

Summary of Experiences

- 4 years of experience in planning services for the following:
 - JLee Engineering
 - Center for Urban Transportation Research
 - Hillsborough County Planning Commission, Florida
- Calculated buildout potential for parcels along a major corridor to plan for future land use and high density, mixed-use developments
- Drafted Land Development Code requiring dedicated right-of-way for crosswalk infrastructure to improve safety
- Researched language and developed guidelines for parklet cafes for the City of Tampa
- Used GIS to map the service territories of community organizations with operations in Hillsborough County to assist with the Long Range Transportation Plan (LRTP) update.
- Drafted rezoning case reports and provided comments pertaining to consistency with the Hillsborough County Comprehensive Plan
- Provided support to planners on public outreach and public input for community meetings and other planning events
- Led the research component of the Great Places in America campaign, which recognizes planning excellence in communities across the country

Education

- University of South Florida – M.A. in Urban & Regional Planning (Expected May 2019)
- Arizona State University – B.A. in Sustainability & Urban Planning

E. Marlene Vega – Assistant Planner

Summary of Experiences

- Advise architects, builders, contractors and the general public regarding the implementation and interpretation of applicable development standards, regulations and other cities policies
- Review residential, commercial, and mixed-use architectural plans to ensure compliance with setbacks, lot coverage, parking and other development standards
- Create aerials maps using Google Earth Pro and ArcGIS to convey property details and distance to amenities
- Work closely with Building & Safety and Code Enforcement to investigate violations of the zoning code

Education

- California State University, Long Beach – B.A. in Political Science
- Instituto Lorenzo De'Medici (LDM), Florence, Italy – International Global Studies
- East Los Angeles College (ELAC) – A.A. in Arts and Humanities

VI. Current Client Agencies

JLee Engineering currently provides as-needed consultant services to the following (14) agencies:

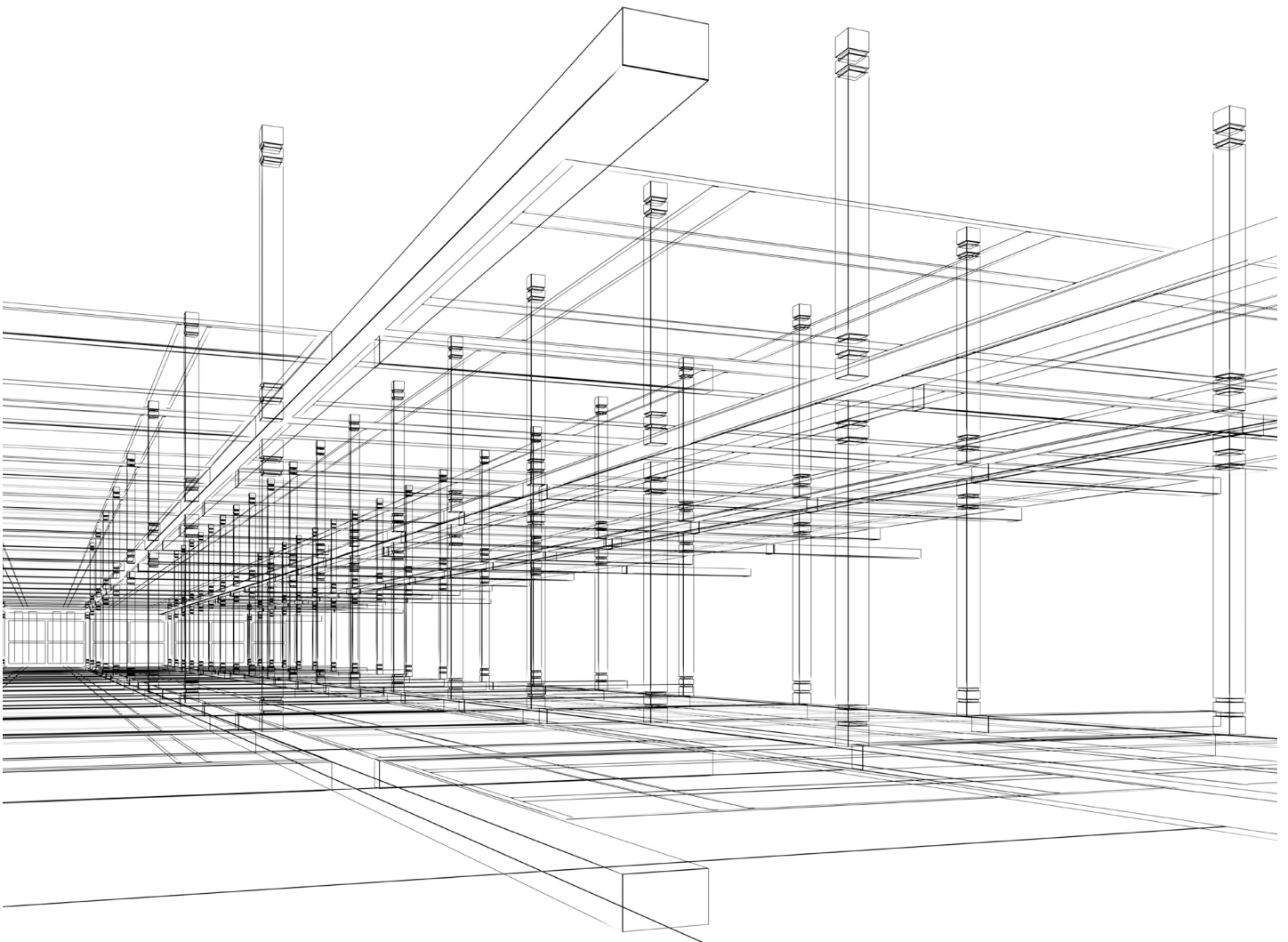
Client Agency	Types of Services
• City of Beverly Hills	Plan Review and Supplemental Services (includes Planning Consultant Services)
• City of Burbank	Building Plan Check, Permit Technician, and Engineering Consultant Services
• City of Culver City	Plan Check and Inspection Services
• City of El Segundo	Plan Check and As-Needed Inspection Services
• City of Glendora	Plan Check and Inspection Services
• City of Hawthorne	Plan Check and Inspection Services
• City of Hermosa Beach	Planning Review Services
• City of Inglewood	Plan Check and Inspection Services
• City of Long Beach	Plan Check and Inspection Services
• City of Redondo Beach (New Mar 2021)	Plan Check & As-needed Building Inspection Services
• City of Santa Ana	Plan Check and Building Inspection Services
• County of Los Angeles	Building and Safety Plan Check, Inspections, Permit Technicians, and Related Services
• County of San Bernardino	Plan Review, Inspection, and Permit Technician Services, Emergency Response, and Special Projects
• County of Riverside (New Dec 2020)	Plan Examiner, Building Inspector, Counter Technician, and Geotechnical Services

VII. References

The following is the references and contact information for the JLee Engineering team who can confirm excellence in quality of work, on-time delivery, and customer service.

City of Beverly Hills	David Yelton , Building Official 455 N. Rexford Dr. Beverly Hills, CA 90210 (310) 285-1154 / dyelton@beverlyhills.org <u>JLee Engineering – Planning Services Lead Team Leader</u> <i>Scott Lunceford, AICP</i>
City of Hermosa Beach	Ken Robertson , Community Development Director 1315 Valley Dr. Hermosa Beach, CA 90254 (310) 318-0242 / krobertson@hermosabeach.gov <u>JLee Engineering – Planning Services Team Leader</u> <i>Scott Lunceford, AICP</i>
County of Hawthorne	Chris Palmer , Senior Planner 4455 W. 126th St. Hawthorne, CA 90250 (310) 349-2970 / cpalmer@cityofhawthorne.org <u>JLee Engineering – Planning Services Team Leader</u> <i>Scott Lunceford, AICP</i>

Understanding of Scope of Work





SECTION 3 – UNDERSTANDING OF SCOPE OF WORK

JLee Engineering has the relevant experience and ability to provide Scope of Services specified in the Request for Proposals (RFP).

JLee Engineering will be committed to delivering high quality and excellent customer service to the City of Malibu.

To deliver the Planning related services described in the RFP effectively and efficiently, JLee Engineering will:

- Develop a customized work plan.
- Provide knowledgeable and experienced staff appropriate for the scope of work.
- Manage Resources and Staff.

I. Understandings Related to Contract Planning Services

The following is our summarized understanding of scope of services as described in the RFP:

A. City's Objective:

The objective of professional services sought by the City is to augment the City staff levels to aid in processing of planning development permits. The City is seeking planning services for professional municipal planning case management services on an as-needed basis.

B. Scope of Services Requested by the City:

1. Provide professional municipal planning case management services as requested by the City at the Senior Planner level for applicant-initiated applications assigned by the Planning Department described in the RFP.
 - Conformance reviews
 - Discretionary case processing
 - Project management
 - Staff report preparation
 - California Environmental Quality Act (CEQA) documentation
 - Review of conditions of approval
 - Attendance at required meetings for the Environmental Review Board (ERB), Planning Commission, and City Council
2. As part of this work:
 - Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.
 - Respond within one (1) business day to questions from City staff and members of the public.

- Maintain a set schedule during regular business hours. Hours per week will be negotiated depending on the needs of the Department but may range from 20 to 40 hours per week.
- Maintain detailed accounting of contract budget.
- Responsible for all travel, mileage, and telephone/electronic expenses.
- 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, administrative plan reviews, site plan reviews, minor modifications, variances, conditional use permits, subdivisions, parcel maps, and other applications 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 documentation, in a form prescribed by the City, normally associated with case processing.
- Prepare staff reports, resolutions, and ordinances for the Planning Commission, Environmental Review Board, and City Council.
- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.

II. Work Plan

For the Scope of Services described in the (RFP), JLee Engineering will work and coordinate with the designated staff by the City to confirm the City's requirements and expectations for successful Planning Services for the City of Malibu.

Based on the confirmed information, a final work plan will be developed. The final work plan will be executed efficiently and effectively to deliver the services for the City of Malibu.

JLee Engineering will use the following work plan template to develop the final work plan:

A. Initiation of Planning Services

Coordinate with the City staff to confirm the City's expectations and requirements related to planning services to be provided.

1. Confirm current procedures, policy and practices to be used for the duration of the contract.
2. Confirm current standards, methodology, use of standard documents, and formats.
3. Confirm contact list and method(s) of communications and transmittals.
4. Discuss and identify anticipated types of projects/assignments.
 - a. Review service delivery goals for each.
 - b. Review and confirm any anticipated turn-around times for each.
5. Review and confirm the City's preferred or required use of computer applications such as Microsoft Office Word, Excel, PowerPoint, Access, and GIS.
6. Review and confirm the specific regulatory documents to be for the City of Malibu, Planning Department such as:
 - a. City of Malibu Local Coastal Program
 - b. City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)
 - c. City of Malibu General Plan
 - d. City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Trail Maps, Overlay Districts, etc.
 - e. Coastal Act
 - f. CEQA Guidelines
 - g. Subdivision Map Act
 - h. Permit Streamlining Act
7. Review and confirm project priorities provided by the City.
8. Discuss anticipated planning services related to short-term, intermittent, and long-term for proactive staff management.

B. Execution of Planning Services

Provide planning services as requested by the City which may include, but not limited to, the following:

1. Maintain a set schedule with arrival and departure times during regular business hours as confirmed.
 - Approximately 20 to 40 hours per week (RFP) – As negotiated with the City.
2. Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.
3. Review applications, evaluate alternatives and conformance with the applicable codes, laws and requirements, and prepare recommendations for action by City.
4. Process coastal development permits, administrative plan reviews, site plan reviews, minor modifications, variances, conditional use permits, subdivisions, and parcel maps.
5. Conduct final planning inspections, story pole visits, and other site visits as necessary.
6. Review applications and projects for compliance with CEQA.
7. Prepare documentation associated with case processing.
8. Prepare staff reports, resolutions, and ordinances for the Planning Commission, Environmental Review Board, and City Council.

C. Monitor and Control of Planning Services

1. Review the status of projects in progress and track deadlines.
2. Review the current workload compared to the staffing availability.
3. Review anticipated short-term, intermediate, and long-term workloads and prepare plans for adequate staffing levels.
4. Review planning service performance levels in terms of work quality and customer service with the City staff.

III. Staffing Management Plan

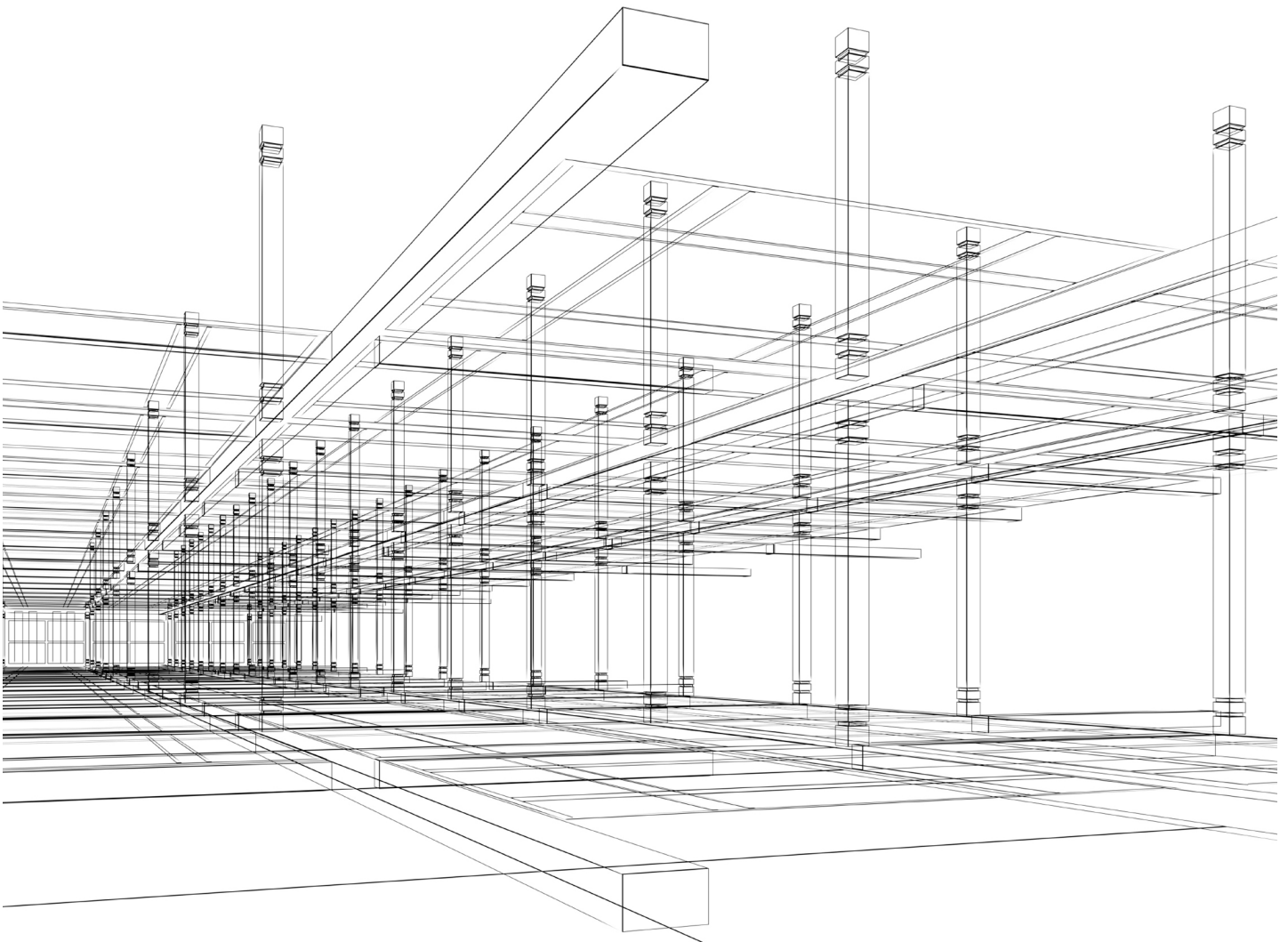
A. Current Staffing Resources and Work Load

- Our current and projected workload is such that we can provide Contract Planning Services for the City of Malibu.
- We expect that the planning services can be delivered according to service level goal required by the City.
- Our workload assessments are made on regular intervals to proactively manage and meet delivery goals for our clients.

B. Contingency Plans for Increased Workload

- As the City's staffing workload increases, JLee Engineering will provide, hire new, or reassign staff to meet the City staffing needs.
- As workload increases, JLee Engineering will provide overtime efforts as necessary to complete all works within the agreed schedule.
 - No additional charges will be made to the City of Malibu for the additional overtime efforts related to increase in the workload. The City of Malibu will be only billed for fees specified in the Fee Proposal agreed for this contract.

Documentation Requirements





SECTION 4 – DOCUMENTATION REQUIREMENTS

I. Professional Services Agreement

JLee Engineering has reviewed and agrees to comply with the terms and conditions of the City's standard Professional Services Agreement as provided in Attachment 1 of this RFP.

II. Compliance

JLee Engineering will comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

III. Litigation

JLee Engineering does not have any past, current, or pending litigation resulting from professional services rendered over the past five (5) years.



City of Malibu Planning Department

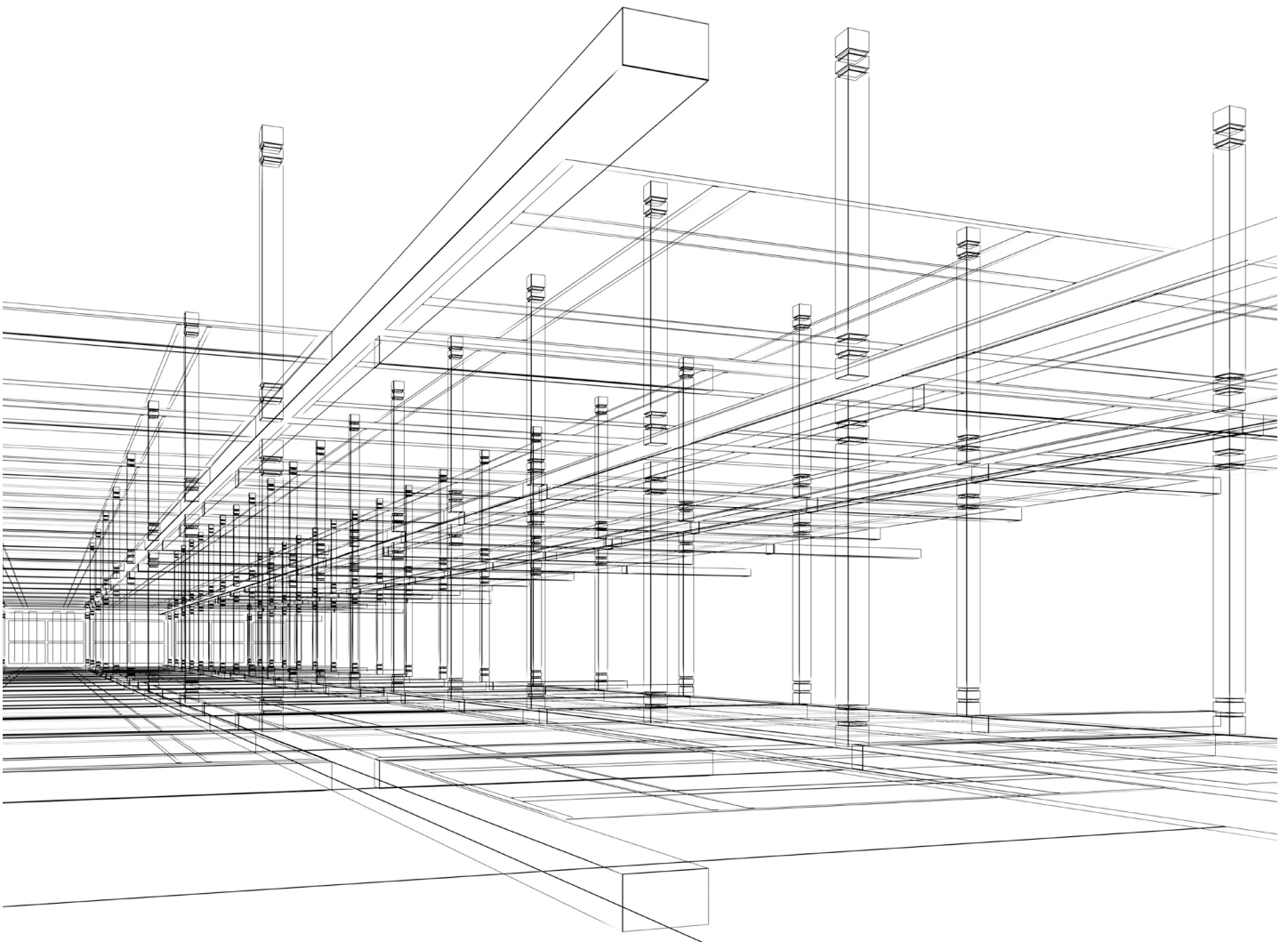
Proposal for Contract Planning Services (Fee Section Only)

June 11, 2021



Section 5

**Fees
(Separate Cover)**





**SECTION 5 –
FEES (Provided Under Separate Cover)**

JLee Engineering proposes the following compensation schedule for the Contract Planning Services listed in the RFP:

I. Hourly Rates:

Senior Planner	\$ 125.00
Associate Planner	\$ 105.00
Assistant Planner	\$ 85.00
Administration	\$ 75.00

II. Other Details of Fee Schedule

- A. No additional cost for plan pick-up and delivery services.
- B. “Expedited Plan Review” will be performed based on hourly rates and fees will be 1.5 times the hourly rates.
- C. “After Hour Services” requested by the City will be 1.5 times the hourly rates.