



# Council Agenda Report

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

Prepared by: Richard Mollica, Planning Director  
Patricia Salazar, Development and Operations Manager

Reviewed by: Joseph Toney, Assistant City Manager

Approved by: Steve McClary, City Manager

Date prepared: January 4, 2023 Meeting date: January 23, 2023

Subject: Professional Services Agreement with 4Leaf, Inc. for Expedited Woolsey Fire Consulting Services

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**RECOMMENDED ACTION:** Authorize the Mayor to execute a two-year professional services agreement with 4Leaf, Inc. for contract planning services in an amount not to exceed \$600,000.

**FISCAL IMPACT:** The agreement is for a two-year term and will span over three fiscal years. Funding for the current fiscal year is included in the Adopted Budget for Fiscal Year 2022-2023 in Account No. 102-3002-5100-02 (Fire Rebuilds-Planning) in the amount of \$250,000 and an appropriation in the amount of \$50,000 from the General fund Undesignated Reserve to this account was approved by the Council on November 28, 2022. Additional funding for the agreement will be included in the next fiscal year budget.

**WORK PLAN:** This item was included as item 2.a. in the Adopted Work Plan for Fiscal Year 2022-2023.

**DISCUSSION:** On December 31, 2018, the City issued a Request for Qualifications (RFQ) for contract consultants to provide a full range of permitting services related to the review and approval of applications for properties that were damaged or lost in the Woolley Fire. As a result of that RFQ, in January 2019, the City entered into agreements with several firms including 4Leaf, Inc. to expedite the review of fire related applications. This agreement was subsequently amended twice to extend the term of the agreement and compensation.

Most recently, on June 9, 2022, staff issued a Request for Proposals (RFP) seeking qualified firms to provide contract planning services. Staff received proposals from numerous firms including 4Leaf, Inc. Subsequently, at its November 28, 2022 meeting, the Council appropriated additional funds to augment the Planning Department's budget for contract planners and awarded agreements to several firms.

During the past four years, 4Leaf, Inc. has provided consultants to process planning applications, perform pre-design meetings, and provide public counter service to fire victims. Even though a significant number of fire rebuild applications have been processed, there is still a need to supplement the Planning Department's staffing to continue to provide timely reviews of fire related applications. However, the City's agreement with 4Leaf, Inc. is set to expire on January 28, 2022.

In accordance with the new RFP response and to continue to provide efficient plan review services to residents, staff requests that City enter into a new two-year term agreement with 4Leaf, Inc. The Planning Director will monitor the workload of the fire rebuild contract planner and phase-out the consultant position when all planning staff positions are filled, and the backlog of development permits has been sufficiently reduced.

ATTACHMENTS:

1. Professional Services Agreement with 4Leaf, Inc.
2. Response to RFP

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of January 23, 2023 by and between the City of Malibu (hereinafter referred to as the "City"), and 4Leaf, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

### **RECITALS**

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

B. The City desires to contract out for consulting services to provide Woolsey Fire Rebuild 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 January 29, 2023, and will remain in effect for a period of (2) 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 (Exhibit B). The cost of services shall be for a total amount not to exceed \$600,000. No compensation shall be paid for any other expenses incurred, unless approved in advance in writing by the City Manager, or his designee. In addition, the cost of services for any individual calendar month shall not exceed \$25,000 without prior written authorization from the City Manager.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> 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.

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

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

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

## **6.9 Legal Construction.**

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

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

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

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

singular shall refer to and include the plural.

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

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

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

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

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

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

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

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

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

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

<b>CITY:</b>	Steve McClary City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	<b>CONSULTANT:</b>	Michael Renner Certified Building Official 4 Leaf, Inc. 4695 MacAuthur Ct. Suite 1100 Newport Beach, CA 92660 TEL: (949) 877-5959 mrenner@4Leafinc.com
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**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. (City and Consultant initials required at EITHER 7.1 or 7.2)**

**7.1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission



Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials  
Consultant Initials 

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

City Initials  
Consultant Initials

This Agreement is executed on \_\_\_\_\_, at Malibu, California, and effective as of January 29, 2023.

CITY OF MALIBU:

\_\_\_\_\_  
BRUCE SILVERSTEIN, Mayor

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

CONSULTANT:

  
By: KEVIN DUGGAN, President

APPROVED AS TO FORM:

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

\_\_\_\_\_  
TREVOR RUSIN, Interim City Attorney

## **EXHIBIT A**

### **SECTION 1 - SCOPE OF WORK**

#### **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 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: In-person 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.

**FEE SCHEDULE****FEE SCHEDULE & BASIS OF CHARGES FOR THE  
CITY OF MALIBU****All Rates are Subject to Basis of Charges****Planning**

Principal-in-Charge .....	\$280/hour
Housing Policy Director .....	\$230/hour
Planning Director .....	\$210/hour
Principal/Planning Manager .....	\$175/hour
Senior Planner .....	\$155/hour
Associate Planner .....	\$135/hour
Assistant Planner .....	\$115/hour
Planning Technician .....	\$95/hour

**BASIS OF CHARGES**

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

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- 4LEAF assumes that these rates reflect the 2022-2023 contract period. 3% escalation for 2023-2024 and is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 

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



- If 4LEAF is requested or otherwise required to conform to Client's alternative work week schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW.
  - If 4LEAF's affected employment group approves an AWW election and the same is registered, the overtime compensation/reimbursement shall not be required.

Received

08/12/2022

Planning Dept.

PROPOSAL TO PROVIDE

**ON-CALL CONTRACT  
PLANNING SERVICES**

TO THE

**CITY OF MALIBU**



Submitted: August 12, 2022



**4LEAF, Inc.**

ENGINEERING . CONSTRUCTION MANAGEMENT  
PLAN CHECK . BUILDING INSPECTION . PLANNING

# TABLE OF CONTENTS



<b>SECTION 1</b> COVER LETTER	<b>1-2</b>
<b>SECTION A</b> FIRM DESCRIPTION, KEY PERSONNEL, PROJECT EXPERIENCE	<b>3-12</b>
<b>SECTION B</b> UNDERSTANDING OF SCOPE	<b>13-15</b>
<b>SECTION C</b> PROFESSIONAL SERVICE AGREEMENT	<b>16</b>
<b>SECTION D</b> COMPLIANCE	<b>17</b>
<b>SECTION E</b> LITIGATION	<b>18</b>
<b>SECTION F</b> FEE SCHEDULE ( <i>SUBMITTED SEPARATELY</i> )	



PROVIDE TO PROVIDE

# ON-CALL CONTRACT PLANNING SERVICES

TO THE

CITY OF MALIBU

## SECTION 0

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## COVER LETTER



City of Malibu  
Planning Department  
Attn: Patricia Salazar  
3825 Stuart Ranch Road  
Malibu, CA 90265

August 12, 2022

## **RE: Proposal to Provide On-Call Contract Planning Services.**

Dear Ms. Salazar,

4LEAF, Inc. (4LEAF), a California “C” Corporation, is pleased to present our proposal to provide On-Call Contract Planning Services to the City of Malibu (City). 4LEAF is a full-service firm and has been providing professional consulting services to 350+ clients throughout California for over 21 years. We expand our services organically as industry and client needs fluctuate and have been aggressively advancing our Planning Division over the past few years. We have steadily built a qualified Planning team and are ready to provide a strong consultant effort for the City’s Planning needs. 4LEAF is the ideal firm of choice for the following reasons:

### **☑ Familiar & Local Consultant**

We have provided the City with Planning and Public Works services since 2019, most notably for the Woolsey Fire Rebuild and Malibu Lagoon projects. We would be humbled to expand our current contract with the City to include these specific contract Planning services. Given our past and current work with the City, our firm is familiar with the City’s staff, projects, and procedures and can adapt to this new contract with ease.

4LEAF also provides Planning and Community Development Services to many other local municipalities including **Los Angeles, Ventura, Santa Clarita, and Burbank**. We have staff throughout Southern California that can address the City’s needs in an on-site or remote capacity. Additionally, our firm has a Newport Beach office not far from the City.

### **☑ Flexible Staffing Model**

One of the biggest strengths of our team is in our depth and history of providing flexible-staffing options to our clients. By having 6 California offices and approximately 400 employees, 4LEAF has the dedicated resources to provide the appropriate levels of staffing to the task/work orders issued by the City. This positions our firm to provide a cost-efficient business model that allows our team to be budget-conscious while simultaneously serving each assignment.

4LEAF offers a comprehensive list of Planning Division personnel including Principal Planners, Senior Planners, Associate Planners, Assistant Planners, Planning Technicians, and Policy Planners. Our Planning team includes staff with expertise in specialized areas, including Housing, **Coastal Commission**, Cannabis, and Land Use experience—to name a few.

**☑ Approach**

Our staff incorporates the right combination of experience, education, certifications, and specializations to allow 4LEAF to provide a range of resources catered to the requirements of each of the City's clients and projects. 4LEAF project managers have the experience to handle any request—the City will be working with staff who understand your department and protocols.

Our Planning staff has extensive experience providing many of the services to municipalities for our On-Call Planning contracts including Project and Development Review, Long-Range Planning, Environmental Review, Project Management, and Staff Support.

**☑ Leadership**

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

Executive Project Manager	Project Manager/Director of Planning Services	4LEAF Local Office
Michael Renner, CBO Office: (925) 462-5959 Cell: (925) 785-3581 Email: <a href="mailto:MRenner@4leafinc.com">MRenner@4leafinc.com</a>	Daniel Hortert, AICP Office: (925) 462-5959 Cell: (925) 999-6184 Email: <a href="mailto:DHortert@4leafinc.com">DHortert@4leafinc.com</a>	5140 Birch St, 2 <sup>nd</sup> Floor Newport Beach, CA 92660 Office: (949) 887-9432 Website: <a href="http://4LEAFINC.COM">4LEAFINC.COM</a>

4LEAF can dedicate the time, personnel, and resources to the City to fulfill the needs of this on-call contract and we guarantee staff availability. Should the City have any questions or require additional information, please feel free to reach out using the contact information above.

Respectfully submitted,

Michael Renner, CBO  
Executive Project Manager

PROVIDE TO PROVIDE

# ON-CALL CONTRACT PLANNING SERVICES

TO THE

CITY OF MALIBU

## SECTION A

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FIRM DESCRIPTION  
KEY PERSONNEL  
PROJECT EXPERIENCE



## **SECTION A: ORGANIZATION, CREDENTIALS, & EXPERIENCE**

### **FIRM DESCRIPTION**

4LEAF is a California "C" Corporation that was established in 1999 and incorporated in 2001. Our extensive team of professionals are fully equipped with training and experience to provide complete professional consulting services to municipal departments. Our goal is to set the industry standard for excellent customer service, and we have grown to more than 300 personnel (including **more than 40 Planners**) throughout California, Oregon, Washington, Nevada, and New England.

### **Management Team**

Below is the management team that will be dedicated to the City for this contract:

**Executive Project Manager**

Michael Renner, CBO

Phone: (925) 785-3581

Email: [MRenner@4leafinc.com](mailto:MRenner@4leafinc.com)

**Director of Planning Services:**

Daniel Hortert, AICP

Phone: (925) 999-6184

Email: [DHortert@4leafinc.com](mailto:DHortert@4leafinc.com)

### **Office Locations**

**Bay Area - Headquarters**

2126 Rheem Drive

Pleasanton, CA 94588

**Santa Cruz**

701 Ocean Street

Santa Cruz, CA 95060

**Washington**

1201 Pacific Avenue, Suite 600

Tacoma, WA 98402

**Southern California**

5140 Birch Street, Second Floor

Newport Beach, CA 92660

**Sacramento**

8896 North Winding Way

Fair Oaks, CA 95628

**4LEAF Consulting, LLC**

125 E. Reno Ave., Suite 3

Las Vegas, NV 89119

**San Diego**

402 West Broadway, Suite 400

San Diego, CA 92101

**Paradise**

6848 Skyway, Suite F

Paradise, CA 95969

**New England**

132 Central St., Suite 210

Foxboro, MA 02035

### **Professionals**

Title	# of Staff
Planners	40+
Senior Planners	8
Principal Planners	6
AICP Accredited Planners	6
Technicians	20



## **Philosophy of the Firm**

4LEAF employs 40+ professional Planners with a variety of skills and experience, which will provide the depth of staffing necessary to achieve all requirements and needs of the City. 4LEAF approaches client relationships differently than what you might encounter with a large corporation. **The 4LEAF philosophy is to be the best firm by providing our clients with outstanding customer care and first-rate customer service**—we put our philosophy into action by building relationships and prioritizing the needs of our clients. This has led us to become the industry leader in providing Planning and Community Development services to public and private agencies and we look forward to the opportunity to expand our current contract with the City to provide Planning services.

4LEAF has successfully placed a variety of skilled staff in local and county agencies for over 21 years. Our professional, certified, and registered staff bring the greatest knowledge and understanding of their respective fields, which ensures that our clients receive staff that are highly experienced and able to assimilate into the City's team.

## **Planning Services**

4LEAF is requesting to be the City's Planning firm of choice. We thrive on customer service and recognize that every contact we make—whether an applicant, the general public, or an agency representative—is critical for building and maintaining partnerships. Customer care is a core value at 4LEAF, and our staff is expected to operate in a fashion aligned with this value. Our Planners have successfully completed many applicant-initiated applications, discretionary case processing, coastal projects, design review applications, cannabis regulations, use permits, subdivisions/plats, land development code updates, general and comprehensive plan updates and development, environmental documentation oversight, affordable housing, and solar, wind, and energy compatibility projects.

Since establishing our Planning Division in 2018, 4LEAF has worked with numerous jurisdictions providing Comprehensive Planning Services including: On-Call Planning, Specific Plans, General Plan Amendments, Updates of Housing and Safety Elements, and work on Long-Range initiatives related to fire resiliency and disaster recovery. Within the past 12 months, 4LEAF has added ~20 new municipalities to our on-call Planning service contracts and we have staffed a wide array of Planning personnel to include staff augmentation from a Planning Technician to Planning Director and everything in between.

In addition to providing On-Call and Planning Support Services, 4LEAF is currently working with the ABAG Joint Planning Collaborative for Napa and Sonoma County Housing Element, addressing the housing challenges facing the region and overseeing planning sessions with the Collaborative's Steering Committee. 4LEAF is providing Housing Elements to the cities of San Marino, Santa Clarita, Cotati, Cloverdale, Cupertino, Sebastopol, and the County of San Joaquin. **We also have experience working with HCD providing RHNA number appeal services.**



## **KEY PERSONNEL**

### **Management Team**

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

#### **Michael Renner, CBO – Executive Project Manager**

Michael has successfully guided development department staff in Planning, Inspection, and Plan Review through all phases of complex and capital-intensive projects. He is experienced utilizing Planning and Development Department permitting software and directing all department responsibilities, including plan review, multi-discipline inspections, office and field supervision, regulatory compliance, code interpretation, and project acceptance. Michael will be the City's contact to discuss all things related to the Professional Services Agreement and can assist Daniel with staffing requests.



Office – (925) 462-5959 | Cell – (925) 785-3581 | Email – [MRenner@4leafinc.com](mailto:MRenner@4leafinc.com)

#### **Daniel Hortert, AICP – Project Manager/Director of Planning Services**

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



Office – (925) 462-5959 | Cell – (925) 999-6184 | Email – [DHortert@4leafinc.com](mailto:DHortert@4leafinc.com)

#### **Jane Riley, AICP – Director of Housing Policy**

Jane is an experienced AICP-certified planning professional with a proven history of moving forward successful planning and housing policy initiatives. She has many years of experience in both project review and comprehensive planning. Jane has a wealth of experience leading the preparation, adoption, and certification efforts for comprehensive planning documents, including Housing Elements.



Office – (925) 462-5959 | Cell – (707) 293-4313 | Email – [JRiley@4leafinc.com](mailto:JRiley@4leafinc.com)



## Support Staff

### **Denise Truong | Assistant Planner**

Denise is a talented and ambitious professional who kickstarted her career in the industry as a Planning Technician. She has over seven years of valuable knowledge including **Coastal Commission and municipal experience**. Denise carries a diverse range of beneficial knowledge regarding statewide policies on water quality, sea level rise, housing, public access utilizing the Coastal Act, the California Eelgrass Mitigation Policy, and beyond.



### **Aakash Shah – Associate Planner**

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



### **Bret McNulty | Planning Manager**

Bret has over 21 years of planning and development services experience with 11 years between the County of Santa Barbara, the City of Sebastopol, and the County of Sonoma. He has a wealth of experience leading the preparation, adoption, and certification efforts for economic development and public outreach programs. He has managed and co-authored comprehensive plan and community plan updates for Orcutt, Los Alamos, and county-wide economic development study, development code amendments, design guidelines, and grant applications.



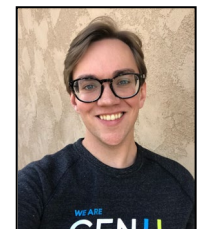
### **Elliott Pickett | Associate Planner**

Elliot is an Associate Planner with a degree in Geography, Environment, and Planning for sustainable communities. He has experience with environmental impact assessments, safety elements, climate change, community outreach, public engagement, and land use elements. Elliott has been a welcome addition to the 4LEAF team following his recent graduation from Sonoma State University and is quickly progressing through the ranks of our Planning Division.



### **Luke Lindenbusch | Policy Planner**

Luke is a diligent Housing Policy Planner, organizer, and nonprofit specialist with extensive knowledge of campaign management, public health, and city planning. Luke is especially talented in implementing community engagement strategies involving both field and digital campaigns effectively and with innovation. He also has experience in affordable housing programs, application management, and income and program eligibility assessment.



### **Nejat Kedir | Associate Planner**

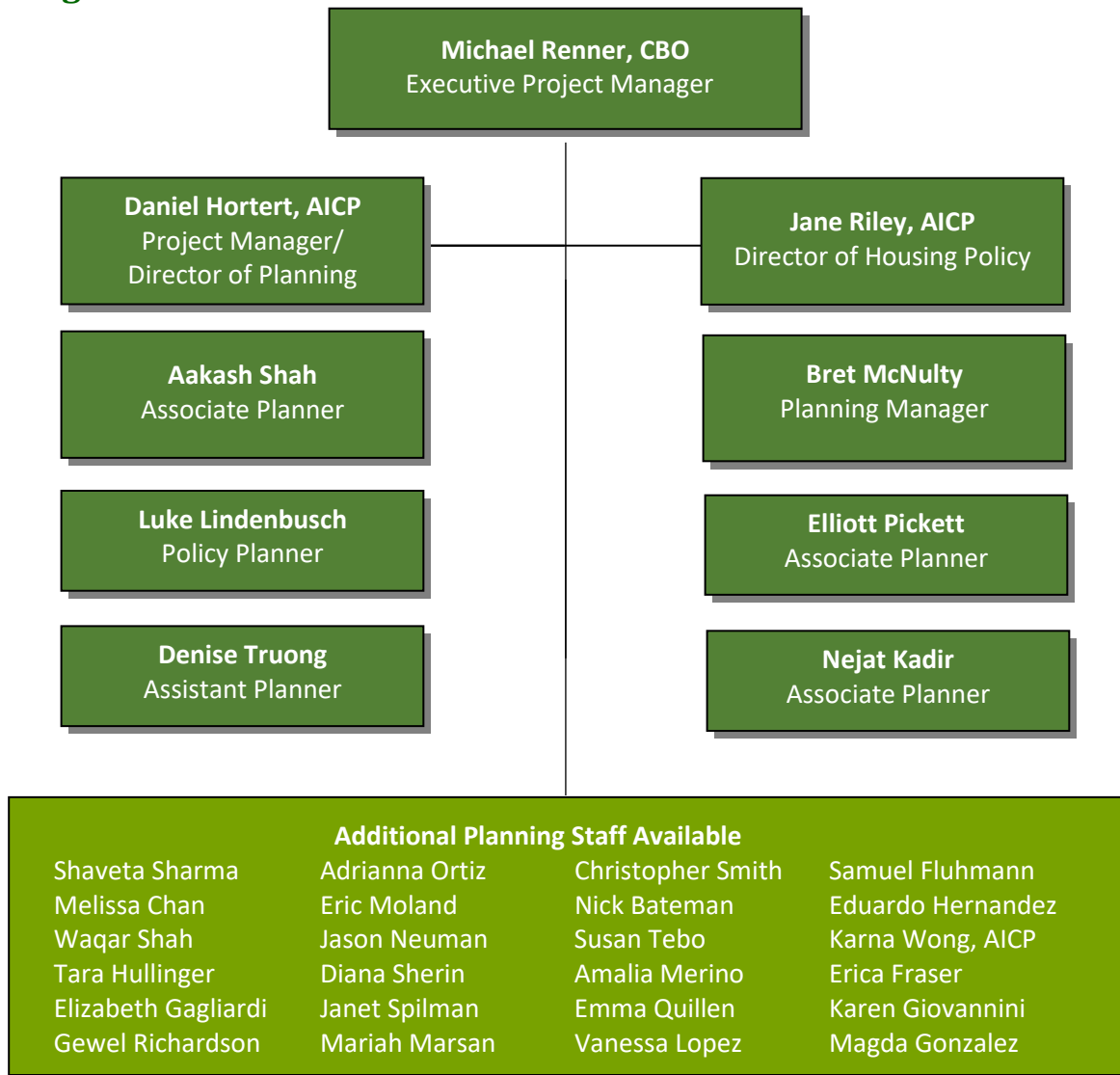
Nejat has a degree in Urban & Regional Planning with a Masters in Sustainable Urban Planning. Nejat's professional and academic accomplishments are abundant and her volunteer work with Green2Gold, the American Red Cross, and Women Transportation Seminar (WTS) provide her with strong project experience and values. As a trained and experienced researcher, Nejat knows the ins and outs of Planning and can offer helpful insight to any project.







## Team Organization





## PROJECT EXPERIENCE

### City of Pleasant Hill

#### On-Call Planning Services

4LEAF is currently providing a Senior-Level Planner to the City where we oversee several complex planning projects. All projects with the City of Pleasant Hill are developer-funded and responsibilities include:



- Preparing staff reports, resolutions, and ordinances for recommendations by the Architectural Review Commission, Planning Commission and City Council
- Processing applications for minor/major subdivisions
- Planned Unit Development/Specific Plan
- General Plan Amendment
- Minor/Major Subdivisions
- Development Plans
- CEQA Review
- Architectural Review Permits



#### Current/recent project support:

- **Downtown Cleveland Multi-family Specific Plan:** Architectural Review, Planned Unit Development/Specific Plan “Concept Plan”, Development Plan, General Plan Amendment, and environmental review for a 189-unit multi-family residential development near the City’s Downtown. Project is preparing for public hearings before the Architectural Review Commission, Planning Commission, and City Council.
- **Oak Park Specific Plan:** 34 lot major subdivision, development plan, and rezone (PUD). Rezone from R-10 (SFR 10,000 min) to Multi-family very low density as part of a Planned Unit Development/Specific Plan, development plan review. Prepared all staff reports and made presentation to the Architectural Review Commission, Planning Commission, and City Council.
- **590 Creekside Minor Subdivision:** 2-lot single family subdivision. Prepared all staff reports findings and resolution for approval before the Planning Commission and City Council.
- **2001 CCB Façade Improvements:** Façade improvements for a medium sized retail center. Architectural Review permit. Application withdrawn because of costs.

In addition, our planner assisted the City with securing their SB2 grant.

**Agency Name:** City of Pleasant Hill  
**Client Contact:** Troy Fujimoto, City Planner  
**Client Telephone:** (925) 671-5209  
**Client Email:** [TFujimoto@PleasantHillca.org](mailto:TFujimoto@PleasantHillca.org)  
**Contract Dates:** 8/2019 - Ongoing

**City of Pinole***Planning, Code Enforcement, Permit Processing, Plan Review Services*

4LEAF is providing **one (1) Associate Planner, one (1) Planning Manager, one (1) Code Enforcement Officer, and one (1) Senior Permit Technician** to assist with the City of Pinole's Planning needs.

**Developer-funded projects:**

- **Lucky's Façade Modification** – Design review for upgrade to façade for Lucky's store in a major retail center. Required Planning Commission approval.
- **1409 & 1431 Nob Hill** – Design review for two (2) Single-Family residential structures.
- **East Bay Ophthalmology Center** – 1289 Pinole Valley Road. Design review for a 6,900 square foot medical office building. Planning Commission and City Council approval.
- **West Coast Arborists, Inc.** – Design review for Contractor's yard including remodeling existing 2,000 s.f. metal building, resurfacing of existing paved area and addition of new paving. Required Planning Commission approval.
- **Making Waves Academy Pinole Campus** – Application submitted for Design Review and Sign Program of a new K-4th public school campus on a 7.8-acre infill parcel. The project includes the demolition of the existing Tenet Medical building and construction of two state of the art two-story classroom buildings, a multi-purpose building and an administrative building totaling 95,250 square feet and outdoor space. Required Planning Commission approval (project withdrawn).
- **Hazel Drive Four-Lot Subdivision** – Design Review for single family development and Development Agreement for roadway connection to Sunnyview Drive, West end of Hazel Drive. Required City council approval due to Development Agreement.
- **Pinole Square** – Application submitted to renovate and expand the existing Safeway Grocery store and add a new gas station and construct new commercial pad buildings. Manage environmental review consultant. Planning Commission and City Council Approval. Finishing up environmental review.
- **Pinole Woods** – Design Review for a 100+ unit senior housing development.

**City-funded project:**

- **Downtown pedestrian/parking study.**



**Agency Name:** City of Pinole  
**Client Contact:** Lilly Whalen, Community Development Director  
**Client Telephone:** (510) 741-9832  
**Client Email:** [LWhalen@Ci.Pinole.ca.us](mailto:LWhalen@Ci.Pinole.ca.us)  
**Contract Dates:** 11/2018 - Ongoing  
**Contract Budget:** NTE \$100,000

**City of Greenfield, CA***Planning & Building Department Services*

4LEAF was selected as the sole provider of Building Department Services for the City of Greenfield in 2019 on a five-year contract. 4LEAF provides the entire Building Department personnel group, has two (2) Planners on staff, and also helped the City implement the new permitting software iWorQ in 2019. Our scope of services includes:



- Training of Community Development Department staff regarding all facets of prescribed best practices pertaining to Planning and Building permit issuance, including preparation of procedural guidelines/manuals.
- Processing land use current Planning permits.
- Training for use of new iWorQ software and using the software to input data.
- Research and working with the GP/Zoning Code.
- Manage Planning projects.
- Conduct interdepartmental review among City departments.
- Perform application review for discretionary and ministerial projects.
- Environmental reviews, writing Initial Studies, and managing CEQA documents.

Below are the upcoming projects our team plans to work on for the City:

**Yanks**

- Under construction – consists of museum, roads, 170-room hotel, restaurants, fueling stations, hangars, Air Strip, winery, amphitheater, and Luxury RV Park
- Ongoing building of Phase II
- Project has been around 30 years, valuation of over \$100M
- Planned Unit Development permit

**Nino Homes**

- Entitlements: 150 +/- single family residential development
- Return-market-rate housing developer

**Walnut Avenue Specific Plan (WASP)**

- 62 acres hosting a Starbucks, Arco, Carl's Junior, an H2A farmworker housing debacle, and a Marriott Fairmont Hotel
- Building plans currently under review
- Senior-Level project management assignment

**Client Name:** City of Greenfield  
**Project Location:** Greenfield, CA  
**Client Contact:** Paul Mugan, Community Development Director  
**Client Address:** 599 El Camino Real / Greenfield, CA 93955  
**Client Telephone:** (831) 674-5591  
**Contact Email:** [PMugan@Ci.Greenfield.ca.us](mailto:PMugan@Ci.Greenfield.ca.us)



## City of Hollister, CA

### *Planning, Plan Review, Permit Technician, and Inspection Services*

4LEAF has been providing full Building Department Services to the City of Hollister since 2012. Currently, 4LEAF is providing the City with a Senior and Associate level Planner providing full-time off-site services, and a part-time on-site Planning Technician. We are also providing four full-time employees at the City who perform Building Official, Building Plan Check, Building Permit Issuance, and combination Building Inspection services as would be expected as a standard function of a Building Department. 4LEAF also provides off-site Plan Check and Fire Plan Check services.



### **Services provided to the City include:**

- **Planning services include assistance with CEQA, General Plan, Climate Action Plan, Grants, Code Writing, and other planning tasks as needed.**
- Combination inspections to verify with City of Hollister's latest adopted and amended Title 24 California Building Codes, parts, 2,3, 4, 6, 8, and 12 covering structural, fire, life-safety, disables access, energy conversion, plumbing mechanical and electrical installations.
- Off-site plan review. 4LEAF's off-site plan review team completes residential and commercial plan reviews on any projects not performed by on-site personnel. Plans include an initial review and subsequent rechecks. All pick-up or shipping expenses are covered by 4LEAF. All initial plan reviews for residential, commercial, and large commercial are completed within (10) working days of submittal. Subsequent reviews are completed within (5) working days of the resubmittal.
- Collection of all fees for building inspection and review services at Building Department office and submits to the City's Finance Department all received payments by the close of each business day.
- All inspections completed within one (1) working day of request by a permit holder for any work which requires a building permit.
- Certification in writing that each inspection performed and authorized as complete, conforms to all applicable local, State, and federal building codes, ordinances, regulations and requirements, and that the work is in conformity with applicable approved plans and specifications.
- Fire plan checks of alarm permits, fire sprinkler systems, hood system, and underground storage tanks for compliance with all applicable, local, state, and federal codes. Provides all approved plans to the City fire department to make inspections. Collects fees for fire plan checks, fire permits and fire inspections.



**Agency Name:** City of Hollister  
**Contact Name:** Brett Miller, City Manager  
**Contact Telephone:** (831) 636-4300  
**Contact Email:** [Brett.Miller@CityofHollister.ca.gov](mailto:Brett.Miller@CityofHollister.ca.gov)  
**Employees:** Approximately seven (7) 4LEAF employees  
**Services:** Plan Review, Permit Technicians, and Building Inspection  
**Date of Service:** 2012 - Present





## City of Santa Clarita

### *Housing Element Update*



4LEAF was chosen to perform the Housing Update for the City of Santa Clarita, located in Southern California. The City is taking a proactive approach to smart, balanced growth of residential, commercial, and business park land uses. The City encompasses over 70 square miles and has a population of approximately 225,000 residents. The current number of housing units within the City is approximately 77,815.

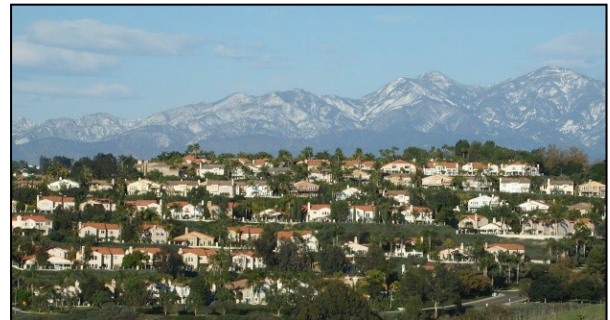
For this project, 4LEAF has 4 planners assigned to work on the City's Housing Update for the 2021-2029 planning cycle with completed certification by the California Department of Housing and Community Development (HCD) no later than October 15, 2021. We currently have five (5) 4LEAF Planners assigned to work on this endeavor including one (1) Principal Planner, two (2) Senior Planners, and two (2) Associate Planners.

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

4LEAF teamed with Rincon Consultants, Inc. to provide CEQA and environmental justice services. Together, our teams will work with City staff to ensure consistency between Elements and meet legal requirements. Our team will recommend revisions where necessary to comply with State laws and provide resources wherever possible.

#### **Our services for this project include:**

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



**Client Name:** City of Santa Clarita  
**Project Location:** Santa Clarita, CA  
**Client Contact:** James Chow, Senior Planner  
**Client Address:** 23920 Valencia Blvd. Suite 120 / Santa Clarita, CA 91355  
**Client Telephone:** (661) 255-4330  
**Contact Email:** [JChow@Santa-Clarita.com](mailto:JChow@Santa-Clarita.com)

PROVIDE TO PROVIDE

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## SECTION B

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## UNDERSTANDING OF SCOPE



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## **SECTION B: UNDERSTANDING OF SCOPE**

### **Project Understanding**

After reading the City's proposed Scope of Work, 4LEAF understands what the City is looking for and can provide Senior and Associate Planners for applicant-initiated applications as assigned by the City's Planning Department to include conformance reviews, discretionary case processing, project management, staff report preparation, California Environmental Quality Act (CEQA) documentation, review of conditions of approval, and attendance at required meetings for the Environmental Review Board (ERB), Planning Commission, and City Council.

4LEAF has thoroughly reviewed the City's RFP and is proposing on the following scopes of work:

- Demonstrate expertise similar to a Senior Planner or Associate Planner in municipal planning case management. Previous coastal-city experience preferred.
- 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 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.
- Depending on experience, 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
- Demonstrate knowledge of 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 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.

## **4LEAF Approach - QA/QC Procedures**

### **Task 1 – Project Tracking Set-up**

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Malibu each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the Planning review process and maintain accurate records for each submittal.

### **Task 2 - Complete Submittal Review**

Upon receiving the plans from the City, 4LEAF Planners will triage (preliminary review performed by 4LEAF Planning project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed.

### **Task 3 - Assignment**

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Planner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure they are routed in a timely manner and to allow for project tracking.

### **Task 4 - Review**

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City of Malibu with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

### **Task 5 - Quality Control**

Prior to submitting the correction list to the City, the designated Planning project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review, a correction list will be e-mailed to a designated staff member at the City of Malibu or as directed by the City. The correction list and a 4LEAF transmittal form will include the



following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

### Task 6 - Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

### Task 7 - Project Approval

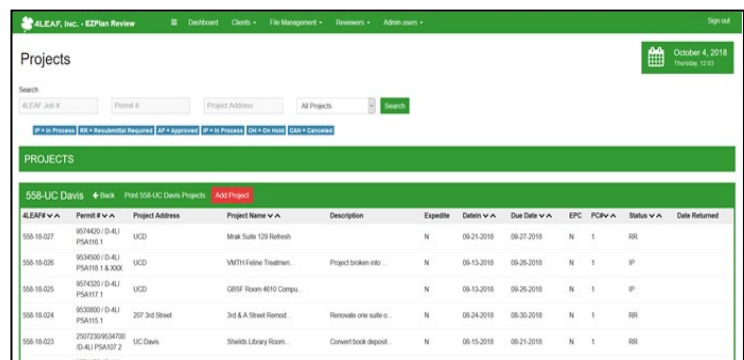
Once the final reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Malibu processing requirements and return them to the City with a completion letter.

## Document Control and Electronic Review

When plans and documents are received for review, 4LEAF's Planning Manager and Document Control Technician analyzes the project, creates a job number, and completes a Job Setup Sheet. This form highlights both jurisdiction and project specific design criteria and notes applicable contact information. Jobs are transmitted through 4LEAF's easily accessed EZPlan Review portal which tracks initial and subsequent reviews and is open for view by the customer. The City and their customers can view 4LEAF's plan control log through the EZPlan Review Portal. Plans then get distributed for review to a 4LEAF team consisting of the best qualified Planner, as applicable to the project. Our staff then performs their function of analyzing the plans and documentation for effective conformance to the California Planning Codes, referenced construction standards, and City amendments.

### 4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users to visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources.



ALERTS	PERMIT #	PROJECT ADDRESS	PROJECT NAME	DESCRIPTION	EXPEDITE	DATE IN	DATE OUT	SPC	PCP#	STATUS	DATE RETURNED
558-18-027	9574420 (D-4) PSA101	UCD	Meak Suite 129 Refresh		N	09-21-2018	09-27-2018	N	1	RR	
558-18-028	9534000 (D-4) PSA101 & 800X	UCD	VMT11 False Treatment	Project broken into...	N	09-13-2018	09-26-2018	N	1	IP	
558-18-029	9574320 (D-4) PSA101	UCD	GRSF Room 4010 Compa...		N	09-13-2018	09-26-2018	N	1	IP	
558-18-024	9530800 (D-4) PSA101	207 3rd Street	3rd & A Street Remod.	Renovate one suite o...	N	08-24-2018	08-30-2018	N	1	RR	
558-18-023	25072060904700 (D-4) PSA101.2	UC-Davis	Shawls Library Room...	Convert back deposit...	N	08-15-2018	08-21-2018	N	1	RR	

### Electronic Review

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the Review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation.



PROVIDE TO PROVIDE

# ON-CALL CONTRACT PLANNING SERVICES

TO THE

CITY OF MALIBU

## SECTION C

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# PROFESSIONAL SERVICE AGREEMENT



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## **SECTION C: PROFESSIONAL SERVICE AGREEMENT**

4LEAF has reviewed the City's Agreement for Services and agrees to the provisions, terms, and conditions contained therein with no exceptions or objections.

PROVIDE TO PROVIDE

# ON-CALL CONTRACT PLANNING SERVICES

TO THE

CITY OF MALIBU

## SECTION D

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## COMPLIANCE



## **SECTION D: COMPLIANCE**

4LEAF shall 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.

PROVIDE TO PROVIDE

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## SECTION E

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## LITIGATION



## **SECTION E: LITIGATION**

4LEAF has no past, current, or pending litigation to report within the past 5 years or ever within our 21 year company history.



PROVIDE TO PROVIDE

# ON-CALL CONTRACT PLANNING SERVICES

TO THE

## CITY OF MALIBU

Received

08/12/2022

Planning Dept.

## SECTION E

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## LITIGATION



## **FEE SCHEDULE**

### **2022-2023 FEE SCHEDULE & BASIS OF CHARGES**

#### **FOR THE CITY OF MALIBU**

**All Rates are Subject to Basis of Charges**

#### **Planning**

Principal-in-Charge .....	\$280/hour
Housing Policy Director .....	\$230/hour
Planning Director .....	\$210/hour
Principal/Planning Manager .....	\$175/hour
Senior Planner .....	\$155/hour
Associate Planner .....	\$135/hour
Assistant Planner .....	\$115/hour
Planning Technician .....	\$95/hour

## **BASIS OF CHARGES**

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

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- 4LEAF assumes that these rates reflect the 2022-2023 contract period. 3% escalation for 2023-2024 and is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 

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



- If 4LEAF is requested or otherwise required to conform to Client's alternative work week schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW.
  - If 4LEAF's affected employment group approves an AWW election and the same is registered, the overtime compensation/reimbursement shall not be required.