

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

MIG, INC.

[Interim Staffing Needs for the City of Riverside Planning Division in the Community & Economic Development Department]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and MIG, INC, a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Interim Staffing Needs for the City of Riverside Planning Division in the Community & Economic Development Department ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until August 1, 2022, with two (2) one (1) year options to extend, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Thousand Dollars (\$100,000) per year, payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

CEDD – Planning Department
City of Riverside
Attn: Jay Eastman
3900 Main St. 3rd Floor
Riverside, CA 92522

To Consultant

MIG, Inc.
Attn: Pamela Steele
Principal-in-Charge
1500 Iowa Avenue, Suite 110
Riverside, CA 92507

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request,

Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but

without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination

date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term,

condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:


- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

MIG, INC.,
a California corporation

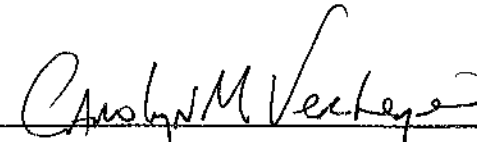
By: _____
City Manager

By: 
DANIEL S. VACCARO
[Printed Name]
CEO
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: 
Chief Financial Officer

By: 
CAROLYN M. VERHEYEN
[Printed Name]
V.P., COO, SECRETARY
[Title]

Approved as to Form:

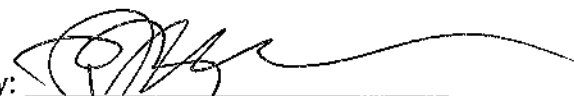
By: 
Anthony L. Beaumont
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Understanding and Approach

UNDERSTANDING THE CITY OF RIVERSIDE

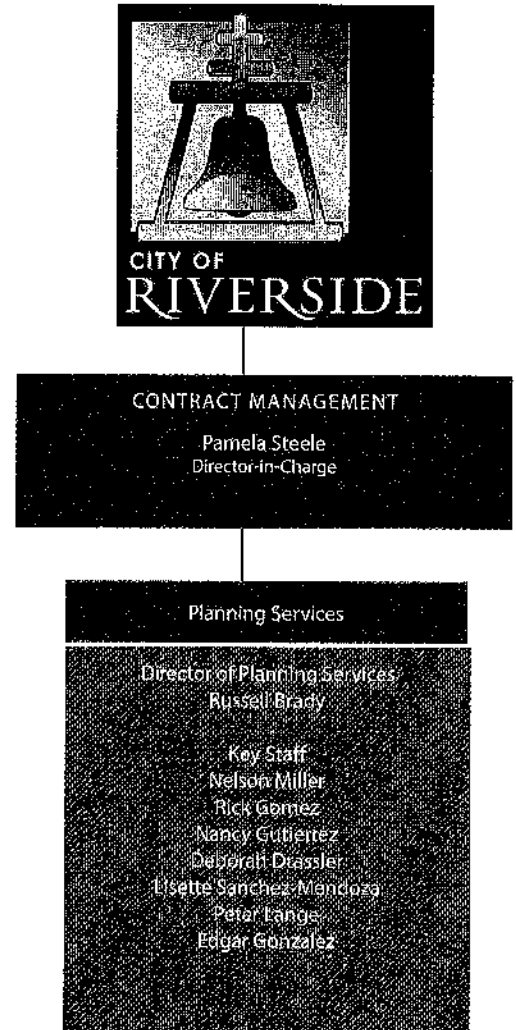
The City of Riverside is a unique place with unique planning needs. With a long history reaching back to its early agricultural roots, Riverside is poised to lead the region in planning for a 21st century city. The types of planning projects are remarkably varied and the City may not always have the staff capacity or particular expertise needed to respond to development applications from initial application through the ultimate entitlement decision. Thus Riverside is looking for staffing support and MIG is prepared to provide staff for the following positions.

- City Planner
- Principal Planner
- Senior Planner
- Associate Planner
- Assistant Planner

While other firms will frequently provide clients with a “stand-alone” planner, our planners are full-time employees and receive full employee benefits. This allows MIG to provide our clients with highly trained and fully committed staff who can call upon the resources of the entire firm, as needed.

ORGANIZATIONAL CHART

The Director of Planning Services for MIG’s Riverside office, Russell Brady, will oversee this contract. Mr. Brady is locally accessible in our Riverside Office. Mr. Brady will ensure overall compliance and quality of MIG’s work with the City and will be responsible for assigning appropriate staff based on the City’s requests for services. Resumes of all staff members proposed in this organizational chart are provided in the Company Personnel section of this SOQ.





COMPANY APPROACH

The approach MIG staff will undertake for application review and processing will consist of:

- Review, analyze, and evaluate discretionary case applications for consistency with City codes, policies, and standards;
- Utilize City electronic and paper files to research prior and/or related cases;
- Prepare environmental assessments as required under CEQA;
- Route plans to various City departments; consolidate comments, resolve internal inconsistencies, and present recommendations and revisions to the applicant;
- Prepare screen check comments, letters to applicants, presentations, and staff reports. All services shall be performed using City-approved forms and report formats;
- Maintain communication with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments;
- Respond to inquiries about projects from residents and applicants;
- Prepare notices for public meetings and hearings;
- Attend community and staff meetings and public hearings as required and present items using MS Powerpoint to the Planning Commission and/or the City Council;
- Review grading and building plans for consistency with discretionary approvals and environmental mitigation, if applicable;
- Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications;
- Manage the project schedule in accordance with City's adopted timeframes;
- Maintain and close electronic and paper files in accordance with City procedures;
- Assist the City in compiling agenda packets for appropriate reviewing authorities;
- Provide all documentation prepared in conjunction with the above-described duties which shall become the property of the City of Riverside; and,
- Provide general administrative support services to the Planning Department, as directed.

MIG understands the daily challenges and the importance of the City's expectations for quality work performed in an expeditious manner required of primary case planners. MIG staff assigned will be responsive to deadlines, provide timely project status updates when required, and thoroughly review project applications and provide comments representative of the City's position, interpretations, and policy direction.

EXHIBIT "B"
COMPENSATION

BAFO SUBMISSION

Fee Proposal

Position	Proposed Cost Per Hour	BAFO Cost Per Hour
City Planner	\$ 150 / Hour	\$ 150 / Hour
Senior Planner (Option 1)	\$ 130 / Hour	\$ 130 / Hour
Senior Planner (Option 2)	\$ 145 / Hour	\$ 145 / Hour
Associate Planner	\$ 110 / Hour	\$ 110 / Hour
Assistant Planner	\$ 95 / Hour	\$ 95 / Hour
Principal Planner	\$ 145 / Hour	\$ 145 / Hour

EXHIBIT "C"

KEY PERSONNEL

03 Company Personnel

Team Introduction

The MIG Team includes members who were selected based on their specialized capabilities and interest.

We are pleased to present a team with a depth of knowledge and experience who will provide unique insights and help develop specific processes and products for each assignment.

We will provide focused, continuous involvement of key staff, supplemented by the strategic addition of specialized staff at the appropriate time. Principal-in-Charge Pamela Steele will be responsible for ensuring that project goals are achieved and will serve as the primary point of contact with the City's Project Manager. Planning Services Director Russell Brady will be our Project Manager and has the experience and expertise to lead any entitlement development project. Mr. Brady has successfully managed complex multidisciplinary projects with many subconsultants and multiple review agencies. He will bring this wealth of experience and knowledge to the City of Riverside. Resumes of all staff members proposed are provided in the Resumes section of this proposal. All personnel listed can be reached through our Riverside office number at 951-787-9222. Planning Staff that will assist the City of Riverside Planning Department will consist of:

Mr. Nelson Miller, City Planner, has extensive experience in both the public and private sectors of planning, and has served as Director for multiple jurisdictions including the Town of Apple Valley, City of Lake Elsinore, and City of Moorpark. In addition, Mr. Miller has experience processing community and specific plans, as well as working with municipal committees.

Mr. Rick Gomez, City Planner, has extensive managerial experience in both public and private sector of planning. Relevant experience consists of Community Development Director for the City of Carson, Adelanto, and Pomona, overseeing the administration of jurisdictional awarded grants, and managing departmental budgets for capital improvement programs.

Ms. Deborah Drassler, Principal Planner, has experience managing current and advanced planning assignments throughout Southern California. Highlights of her experience consist of reviewing and processing Specific Plans, Change of Zones, and General Plan Amendments applications, and presenting to discretionary organizations.

Ms. Nancy Gutierrez, Principal Planner, has twenty (20) years of public and private sector municipal planning experience with extensive experience processing entitlements, developing General Plan and Specific Plans, and coordinating with various community and elected organizations.

Ms. Lisette Sanchez-Mendoza, Senior Planner, has over ten (10) years of current planning experience focusing on the management of industrial, commercial, and residential entitlement applications, as well as the preparation and review of environmental documents.

Mr. Peter Lange, Associate Planner, has five (5) years of experience working in various municipal planning departments and has engaged in staffing public land use counters, processing current entitlement applications, and performing plan checks for residential, commercial, and industrial developments.

Mr. Edgar Gonzalez, Assistant Planner, has extensive experience with the processing of development applications of various complexity, preparing staff report documents, and presenting to decision making bodies. In addition, Mr. Gonzalez has extensive experience assisting the general public with land use inquiries.





AREAS OF EXPERTISE

- » CEQA
- » Entitlements
- » Project Management

EDUCATION

- » University of California, Riverside
- » Brigham Young University, Utah

PROFESSIONAL AFFILIATIONS

- » National Association of Industrial and Office Professional
- » American Planning Association
- » Urban Land Institute

Pam Steele

PRINCIPAL-IN-CHARGE

Pam Steele has extensive experience on “both sides of the counter” offering a full range of planning, environmental, and development consulting services to public agencies and private sector clients. Early in her 30-year career, she was a Building Department employee whose frequent interaction with planners shifted her path toward contributing to a project from beginning to end — from due diligence to entitlement and permit approval to occupancy. Having served as a Planning Director and as a development project manager, Ms. Steele's strength lies in bringing people and perspectives together to create projects that provide public and private benefits. She has prepared and managed specific plans and amendments, community and master plans, and multi-layered environmental reviews and clearances for industrial, commercial, residential, and medical projects. Ms. Steele distills and articulates the needs of public agencies and private developers to foster collaboration and mutual understanding. In doing so, she helps them navigate the entire process to successfully achieve their common goals.

RELEVANT EXPERIENCE

- » City of Twentynine Palms Planning Director
- » City of Cypress Assistant Planning Director
- » City of Canyon Lake Planning Director
- » City of Murrieta Planning Staff
- » City of Diamond Bar Consultant Staff
- » City of Yucaipa Planning Staff
- » Kaiser Permanente medical facilities and master plans in the cities of Fontana, Rancho Cucamonga, Colton, San Marcos, San Bernardino, and Victorville
- » Senior assisted living projects, both new and expansions of existing facilities
- » Expansion of an existing steel plant to improve air quality and safety measures

Some of the private sector projects she has managed are:

- » Kaiser Commerce Center, a 540+ acre specific plan amendments and EIR for the clean-up and redevelopment of the former Kaiser Steel Plant in the Fontana area of San Bernardino County
- » Crossroads Business Park Specific Plan amendments and build-out of a 280+ acre industrial business park in the City of Ontario
- » Multiple General Plan and Specific Plan Amendments
- » Entitlement, including an EIR and Design Guidelines for Cypress knolls, a 772-unit, 190-acre senior housing development in the former Fort Ord base closure area
- » Numerous industrial/business park developments and largescale residential



AREAS OF EXPERTISE

- » ALUC
- » Contract Planning
- » General Plans
- » CEQA

EDUCATION

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

PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)

Russell Brady

DIRECTOR OF PLANNING SERVICES

Mr. Brady has considerable experience working in the public sector and is well versed in case processing, environmental review, planning and policy analysis, and Geographic Information Systems (GIS) for planning. He also has extensive experience in customer service, plan and document review, and statistical analysis.

Mr. Brady provides contract planning services to the County of Riverside Airport Land Use Commission (ALUC). He is responsible for reviewing proposed entitlements for consistency with Riverside County's Airport Land Use Compatibility Plan. He prepares the staff reports and presents projects to the Riverside County ALUC. He has also assisted in the updating of the Land Use Compatibility Plans for the March Air Reserve Base and Perris Valley Airport.

Mr. Brady also provides contract planning services to the City of Menifee where he is responsible for the review and processing of major cases and the environmental (CEQA) clearances.

RELEVANT EXPERIENCE

- » March Air Reserve Base, Airport Compatibility Zone D; Plot Plan for General Plan Amendment Zone Change for 1 12-unit apartment project, Moreno Valley, California
- » Palm Springs International Airport, Airport Compatibility Zones C and D; General Plan Amendment, Zone Change, Residential Tract Maps, Planned Development for 429 single-family residential dwellings, Palm Springs, California
- » Corona Municipal Airport, Compatibility Zone E; Conditional Use Permit, existing Mike Raahauge Shooting Enterprises Shooting Range facility, Riverside County, California
- » Chino Airport, Compatibility Zones C and D; Major Development Plan/ Conditional Use Permit, General Plan Amendment, Change of Zone, Tentative Tract Map to develop Eastvale Crossings shopping center, City of Eastvale, California
- » West Hollywood General Plan, West Hollywood, California
- » Desert Hot Springs General Plan, Desert Hot Springs, California
- » Twentynine Palms General Plan, Twentynine Palms, California

AREAS OF EXPERTISE

- » Planning
- » Community Development
- » CEQA

EDUCATION

- » Bachelor of Arts, Pomona College
- » Planning Graduate Studies, California State University, Pomona and Fullerton

PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)

Nelson E. Miller

CITY PLANNER

Mr. Miller has extensive planning and management experience in nearly every aspect of planning and community development. He has served as a Community Development Director and Planning Director for several cities and provided a variety of consulting services for cities and counties. Mr. Miller can provide assistance to governmental organizations as interim or contract staff and in preparation of General Plans, Development Codes, Specific Plans, special studies of all types, and in economic development. He is also experienced in environmental review, project management, governmental relations, and development processing for private development.

Mr. Miller has supervised preparation and processing of numerous Specific Plans, Community Plans, and environmental documents. He has also prepared General Plans, Development Codes, design guidelines, fee studies, organizational studies, airport land use plans, and has provided planning services to cities and counties. He has extensive experience in working with City Council subcommittees on a variety of topics, including major developments, development agreements, and economic development. Mr. Miller recently served as contract Development Services Director for the City of San Juan Capistrano, shepherding several major development projects. He also served as contract Community Development Director for the City of Adelanto where he overhauled and re-established the department. He served for several years as contract Planning Manager for the City of Perris where he was extensively involved with the Riverside County Multiple Species Habitat Conservation Plan. His private sector experience encompasses project management and entitlement for a wide variety of development projects.

RELEVANT EXPERIENCE

- » Hesperia Comprehensive General Plan Update and Program EIR, Hesperia, California
- » Twentynine Palms Comprehensive General Plan Update, Development Code Update, and Program EIR, Twentynine Palms, California
- » City of San Juan Capistrano, Development Services Director, San Juan Capistrano, California
- » City of Adelanto, Community Development Director, Adelanto, California
- » City of Perris, Planning Manager, Perris, California
- » Moorpark Community Development Director, Moorpark, California
- » Town of Apple Valley, Planning Director, Apple Valley, California
- » Lake Elsinore, Community Development Director, Lake Elsinore, California



AREAS OF EXPERTISE

- » Community Development
- » Planning Specific Plans
- » Code Enforcement

EDUCATION

- » M.A., Public Administration, University of La Verne
- » B.S., Urban and Regional Planning, California State University, Pomona

PROFESSIONAL AFFILIATIONS

- » National California Association of Realtors
- » California BRE License No. 01897892
- » Inland Resource Conservation District Board Member

Rick Gomez

CITY PLANNER

Mr. Gomez has executive management work experience in both the public and private sectors and has worked in multi-disciplinary departments such as Planning, Engineering, Public Works, Building and Safety, Code Enforcement, Redevelopment, and Successor Agencies.

His management experience includes facilitating City Council Meetings, Subcommittees, Commissions, Task Forces, and Ad Hoc Committees. He has directed management audits and assessments, and supervised department budgets for Capital Improvement Programs, redevelopment agencies, successor agencies, and assessment districts. He has overseen the administration of Federal, State, and Local grants for HUD, Community Development Block Grants, State Housing programs, and local transportation funding.

Mr. Gomez is well-versed in the management of governmental contracts, franchises, Business Improvement Districts and elections related to Special Districts. He is experienced in Federal and State Intergovernmental Relations involving regional and local transportation issues, environmental and urban development programs, and in Federal and State legislative processes and practices.

RELEVANT EXPERIENCE

- » City of Carson, Community Development Consultant, Carson, California
- » City of Adelanto, Director of Community Development Services, Adelanto, California
- » City of Pomona, Director of Community Development, Pomona, California
- » City of Rancho Cucamonga, Community Development Director, Rancho Cucamonga, California
- » City of Rancho Cucamonga, Senior Planner, Rancho Cucamonga, California
- » City of Arcadia, Deputy City Manager/Director of Development Services, Arcadia California

AREAS OF EXPERTISE

- » Current Planning
- » Project Management
- » Advance Planning
- » Historic Preservation

EDUCATION

- » Master of Urban Planning (MA) 1982-University of California, Los Angeles (UCLA)
- » Bachelor of Science (BS), Health Sciences 1977-California State University, Long Beach

Nancy Gutierrez

PRINCIPAL PLANNER

Ms. Gutierrez has over twenty years of experience in municipal planning and administration serving both within the public sector and as a private sector contractor. She is skilled in the preparation of documents and the implementation of programs related to general plans and specific plans, climate action plans, annexations, redevelopment plans, and historic preservation. She has comprehensive expertise in research, data analysis, report preparation, project management and the delivery of public presentations.

Ms. Gutierrez's broad base of experience also includes site-specific plan review and processing, municipal code ordinance amendments, planning application revisions, the review and editing of departmental reports, scheduling, project management, and the preparation and monitoring of municipal departmental budgets.

Ms. Gutierrez has worked with numerous community groups, elected officials, Planning Commissions, business leaders, developers, residents, and governmental jurisdictions. She is particularly adept at leading Planning Commission work studies on controversial or complicated projects or issues. Additionally, she has represented the cities that she has worked for at regional and statewide meetings and organizations.

RELEVANT EXPERIENCE

- » Site specific development processing, 1999-2018: Cities of Hemet, Murrieta, San Juan Capistrano, Corona
- » Consistency Zoning: ordinance amendments, zoning map amendments, City of Hemet, 2015-2018
- » Climate Action Plan, City of Hemet, 2016
- » Southwest Hemet Annexation, City of Hemet, 2015
- » 2014 – 2021 Housing Element, City of Hemet, 2014
- » Hemet General Plan, 2012, City of Hemet
- » 2008-2014 Housing Element, City of Hemet, 2013
- » 2012-2017 Consolidated Plan, City of Menifee, 2012
- » Redevelopment Implementation Plans, 2009-2010: Cities of Adelanto, Banning, Barstow, Blythe, Ceres, Colton, Delano, Dinuba, Highland, Imperial, Lemon Grove, Lompoc, March Air Reserve Base, Norco (Housing), Ripon, Seal Beach (Housing), Shafter, South Pasadena, Taft, Upland, and Wasco
- » 2008-2014 Consolidated Plan, City of Perris, California, 2008
- » Historic Preservation Design Guidelines, City of Corona, 2006
- » Historic Preservation ordinance, City of Corona, 2004



AREAS OF EXPERTISE

- » Project Management
- » Entitlement Processing
- » Hotel Development/Mall Redevelopment
- » Telecommunications/Mixed-Use Development

EDUCATION

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

Deborah A. Drassler

PRINCIPAL PLANNER

Deborah Drassler has over 26 years of public and private professional planning experience. She has served as project manager on multiple current and advanced planning projects throughout Southern California, including Specific Plans, General Plan Amendments, Zone Changes, and controversial entitlement projects. She has extensive experience and responsibility in managing projects, small and large, including single family and multi-family residential, wireless facilities, commercial, mixed-use, and industrial development plans, and preparing staff report documentation and presenting the projects for discretionary action.

Her knowledge and experience with Land Use Regulations, CEQA requirements, Subdivision Map Act, Coastal Act, and Policies and Procedures, combined with her ability to work effectively with city staff, developers, residents, and special interest groups, ensures added value in projects in which she is involved.

Ms. Drassler also shares her skills and planning knowledge by serving in a supervisory capacity, training entry-level, in-house staff for municipalities to ensure an agency has effective and confident personnel.

RELEVANT EXPERIENCE

- » City of Westminster, Contract Senior Planner
- » City of Covina, Contract Senior Planner
- » City of Laguna Hills, Contract Senior Planner
- » County of Orange, Contract Senior Planner
- » City of Temple City, Contract Senior Planner
- » City of Duarte, Contract Senior Planner
- » City of Redondo Beach, Contract Senior Planner
- » City of Newport Beach, Contract Associate Planner
- » City of Laguna Woods, Contract City Planner
- » City of Dana Point, Contract Associate Planner
- » City of Mission Viejo, Contract Associate Planner
- » City of San Clemente, Contract Associate Planner
- » City of Laguna Hills, Contract Associate Planner
- » City of Vista, Assistant Planner
- » City of Rolling Hills Estates, Assistant Planner

AREAS OF EXPERTISE

- » Project Management
- » Entitlement Processing
- » Plan Checking
- » Environmental Document Review

EDUCATION

- » MPA, Public Administration, University of La Verne, La Verne, CA
- » Bachelor of Science, Urban & Regional Planning, California Polytechnic State University, Pomona, CA

Lisette Sanchez-Mendoza

SENIOR PLANNER

Ms. Sanchez-Mendoza has over 10 years of planning experience in the public sector. She gained significant experience working with the City of Hesperia and the County of San Bernardino, where she has managed numerous entitlement projects from initial submittal to discretionary determination for General Plan Amendments, Change of Zones, Tentative Tract Maps, and development applications for industrial, commercial, and residential projects. Her work has included coordination with the applicant, interface with various city departments, preparation of initial studies, writing of staff reports, and preparing and making presentations before Planning Commission and City Council. In addition, Ms. Sanchez-Mendoza has experience with peer reviewing and commenting on staff report documents prepared by Junior Level Planners.

Ms. Sanchez-Mendoza has experience conducting building permit plan check after entitlement approval and performing final inspections to ensure project compliance with conditions of approval and mitigation measures.

She has significant experience in EIR review, preparation of initial studies for Mitigated Negative Declarations, and review and analysis of technical studies. She has experience researching and developing policy through amendments to the City Municipal Code.

Ms. Sanchez-Mendoza is well versed in community development, planning, and administrative processes.

RELEVANT EXPERIENCE

- » County of San Bernardino-Contract Planner
- » City of Hesperia - Planner
- » City of Perris - Planning Intern



AREAS OF EXPERTISE

- » Planning and Community Development
- » Development Project Review and Processing
- » Entitlement Processing/Design Review

EDUCATION

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

Peter Lange

ASSOCIATE PLANNER

Mr. Lange has five years of experience in municipal planning with a variety of municipalities. His duties have included assisting the general public at the public planning counter, entitlement application review, development of staff reports, conditions of approval, resolutions, CEQA documentation, GIS exhibits, and presenting projects for discretionary determination at Planning Commission hearings. In addition, Mr. Lange has experience with conducting building permit plan check and Condition of Approval (COA) compliance review.

Mr. Lange has experience with collecting and analyzing various types of land use, economic, and population statistical data, and highlighting findings of significance through both written and verbal form. He is proficient at preparing presentations through the utilization of such programs as Microsoft Suite and ArcMap 10.

RELEVANT EXPERIENCE

- » Contract Planner, Laguna Hills, California
- » Contract Planner, Pomona, California
- » Contract Assistant Planner, Westminster, California
- » Contract Assistant Planner, Belvedere, California
- » Contract Assistant Planner, Sonoma County, California
- » Contract Planner, Hercules, California
- » Contract Planner, County of Riverside, California
- » Intern, Huntington Beach, California



AREAS OF EXPERTISE

- » Entitlements
- » ArcGIS
- » CEQA

EDUCATION

- » Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona
- » Associate of Science, Architecture, Fullerton College

Edgar Gonzalez

ASSISTANT PLANNER

Edgar Gonzalez is an Assistant Planner with MIG and has experience and knowledge in planning and in community development. He has experience in reviewing and processing development projects in conformance with Municipal Codes and design guidelines as well as the preparation of staff reports, conditions of approval, environmental documentation, and presenting projects for discretionary determination. He has also processed zoning ordinances, zoning letters, and plan check compliance with previously approved entitlements.

Mr. Gonzalez has staffed the public counter, provided assistance with new business license applications, site plan review, sign plan reviews, as well as the development of new applications, and informational planning handouts.

RELEVANT EXPERIENCE

- » Planner, City of Santa Fe Springs
- » Planner, City of Rialto
- » Planner, City of Los Alamitos