

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

SAGECREST PLANNING AND ENVIRONMENTAL, LLC

[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 SAGECREST PLANNING AND ENVIRONMENTAL, LLC, a California limited liability company ("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

Sagecrest Planning and Environmental, LLC
Attn: Amy Vazquez
2400 East Katella Avenue, Suite 800
Anaheim, CA 92806

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

SAGECREST PLANNING AND ENVIRONMENTAL, LLC a California limited liability company

By: _____
City Manager

By: Amy Valenzuela

[Printed Name]
President

[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: [Signature]

Chief Financial Officer

By: Christine Saunders

[Printed Name]
Principal

[Title]

Approved as to Form:

By: [Signature]

Anthony L. Beaumont
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES



Statement of Understanding and Approach

Sagecrest understands that the City of Riverside seeks on-call, temporary/interim staff from a panel of qualified firms for the positions of City Planner, Principal Planner, Senior Planner, Associate Planner, and/or Assistant Planner. Sagecrest employs planners who meet or exceed the minimum educational and experience requirements for each of these class titles as described in the Scope of Services. For each assignment, the Sagecrest Principal will provide a selection of candidates to the City's contract manager that best meet the City's requirements.

With each assignment, Sagecrest strives to:

- Advise the public at the counter and property owners/applicants during entitlement processing;
- Provide comprehensive review and professional analysis of assigned projects;
- Ensure compliance with all applicable plans, policies, codes, regulations and CEQA;
- Write detailed and concise staff reports and findings for each entitlement;
- Assemble all attachments and required graphics;
- Prepare and deliver informative and succinct presentations at public meetings;
- Maintain ongoing coordination and communication with City staff, departments and other agencies.

Sagecrest's approach to providing on-call planning services, including representative tasks as appropriate for the class title assigned, is described below:

- 1. Review, analyze and process discretionary cases consistent with City codes, policies and standards. Utilize City electronic and paper files to research previous and/or related cases.** Sagecrest provides entitlement processing services for development applications and management of City-initiated projects that may require general plan amendments, specific plans, reclassifications, Conditional Use Permits, subdivision maps, variances, design review, annexations, and other discretionary and administrative actions. Sagecrest planners are skilled project managers who provide excellent customer service to the Applicant and the City. We guide the Applicant through the entitlement process, timelines, technical studies, interdepartmental comments, revisions to the application, and the review and approval process. Team members utilize the City's historical files, Geographic Information Systems, permit tracking software, and zoning code to respond to inquiries at the public counter and to research entitlements.
- 2. Prepare environmental analysis, including, but not limited to, Initial Studies and Negative Declarations, as required by the California Environmental Quality Act (CEQA).** Sagecrest planners are well versed in current environmental law and preparing CEQA documents for discretionary projects or City-initiated plans and programs. The Sagecrest team includes planners who can prepare streamlining checklists, Initial Studies, (Mitigated) Negative Declarations, EIRs, Mitigation Monitoring and Reporting Programs, and all required CEQA notices. Sagecrest planners have also managed CEQA consultant teams. We have reviewed and commented on numerous CEQA documents from outside agencies to ensure the City's comments and concerns are represented. Christine Saunders, Senior Project Manager, previously served as the CEQA planner for the City of Anaheim and provides CEQA technical support to the entire Sagecrest team.



- 3. Route plans to City departments; consolidate comments; and present recommendations and revisions to the applicant. Work with other departments to ensure consistency of comments. Prepare staff reports and presentations to citizen committees and decision-making bodies.**

Sagecrest planners are experienced project managers. Entitlement case processing generally entails routing plans to various City departments; consolidating comments; resolving internal inconsistencies; and presenting recommendations and revisions to the applicant. Once the application is complete, the planner will write clear, concise, and accurate staff reports and manage the project through public outreach, reviews and approvals by staff, Planning Commission, any other required approval body, and the City Council.
- 4. Maintain communication with applicants, interested parties, property owners, homeowner associations, etc. Respond to inquiries about projects from residents and applicants.**

Sagecrest takes pride in our communication and customer service with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Our planners quickly learn the frequently asked questions (i.e. business license, special events, building inspection requests, etc.) and provide "one-stop shopping" at the public counter.
- 5. Prepare notices for public meetings and hearings in accordance with City and CEQA requirements.**

Sagecrest understands the importance of preparing timely, clear, concise and accurate public notices. We are experienced in preparing publications for the newspaper, posting on and/or near the project site and mailing notices to interested parties who may be affected by a proposed action.
- 6. Attend community meetings and public hearings, as required, and present reports to various Boards, Commissions, and the City Council.**

Sagecrest planners have solid presentation skills and have presented entitlement applications and reports to city councils, commissions, and community groups. We are often commended for the ability our staff has to take complex issues and present them in a way that is clear and concise. We are passionate about working with stakeholders to communicate the direction of the City early in the process so they understand what the goals are and how to be a part of the ultimate solution.
- 7. Manage the project schedule in accordance with the City's adopted timelines.**

We proactively manage our caseload to ensure that all projects stay on schedule and in accordance with the City's adopted timelines. We coordinate with various City departments for comments and build relationships with department representatives to ensure good communication and coordination is maintained throughout the life of each project. We understand the importance to applicants of maintaining established timelines.



City of Riverside Request for Proposals 1838
Interim Staffing Needs for the Planning Division
Community & Economic Development Department

8. **Open, maintain and close electronic and paper files in accordance with City procedures.**

Proper records management and organization is crucial. Our planners have all worked for public agencies and understand the importance of working diligently to maintain the public record, proper publications, filing, indexing, and safekeeping of all proceedings of the Planning Commission and City Council. We work with the City Clerk to ensure the public record is kept permanently and is set up for efficient retrieval.

9. **Review grading and building plans for consistency with discretionary approvals and environmental mitigation, if applicable.**

Plan checking is completed in accordance with conditions of approval associated with each discretionary approval and applicable codes, ordinances and standards adopted by the City.

10. **Provide staff at the public information counter.**

Our team members are skilled at reviewing a City's historical files, zoning map, zoning code and other data and files to respond to inquiries at the public counter. Our planners are well versed in determining when a project is ready for plan submittal. We quickly learn the frequently asked questions (i.e. business license, special events, building inspection request, etc.) that are typical to customers visiting City Hall to provide as much assistance as possible and help provide "one-stop shopping" for questions and needs. We take pride in our exceptional customer service skills.

EXHIBIT "B"
COMPENSATION

BAFO SUBMISSION

Fee Proposal

Position	Proposed Cost Per Hour	BAFO Cost Per Hour
City Planner	\$ 140 / Hour	\$ 140 / Hour
Senior Planner (Option 1)	\$ 105 / Hour	\$ 105 / Hour
Senior Planner (Option 2)	\$ 105 / Hour	\$ 105 / Hour
Associate Planner	\$ 90 / Hour	\$ 90 / Hour
Assistant Planner	\$ 70 / Hour	\$ 70 / Hour
Principal Planner	\$ 120 / Hour	\$ 120 / Hour

EXHIBIT "C"

KEY PERSONNEL



Company Personnel

SAGECREST LEADERSHIP

Amy Vazquez

Principal/Contract Manager

Office: (714) 783-1863 ext. 705

Mobile: (714) 914-5605

Amy has been a professional planner since 1999 and successfully managed contract planners since 2014. She has been involved in community outreach, project management and client relations. Amy takes pride in managing her team of planners who are skilled in working collaboratively with clients while providing professional insight and exceptional customer service. In addition, Amy has worked as a senior level contract planner in the City of Anaheim and currently in the City of San Clemente. Amy's specialty is managing large scale development projects and expedited case processing. She was instrumental in helping launch the City of Anaheim's "35 Day Expedited CUP Process". She is also board member of the Orange Section of the American Planning Association (APA). Amy would be the contract manager for the City of Riverside.

Joshua Haskins

Principal

Office: (714) 783-1863 ext. 710

Mobile: (949) 300-8501

Joshua has over 17 years of experience in planning, zoning, CEQA, and project management. He has prepared and managed General Plan Amendments, Zone Changes, Conditional Use Permits (CUPs), Variances, and CEQA/NEPA documents including Initial Studies, Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs), for projects throughout southern California on behalf of federal, state, regional, and local agencies and private clients. Joshua is the lead Principal for all CEQA related client needs and document preparation.

Amy Stonich, AICP

Principal

Office: (714) 783-1863 ext. 704

Mobile: (949) 378-7792

Amy has over 20 years of professional experience in the public and private sector working for a variety of cities including small and large jurisdictions and coastal and urban communities in California. She is a certified planner experienced at managing contracts, overseeing employees and contractors. Amy formerly held the position of Section Director and is now Director of Programs for the Orange Section American Planning Association (APA). Amy performs contract services as a Principal Planner to process development applications and advanced planning functions.



SAGECREST TEAM MEMBERS
(partial list)

Greg Hastings
City Planner

Greg has over 35 years of hands-on, wide ranging experience in land use planning and implementation and has a passion for historic preservation. Greg was the former Planning Manager for the City of Anaheim and has served as interim Planning Director for a number of Orange County cities. He currently provides contract services as the Zoning Administrator for the City of Fullerton. He is a respected and approachable leader with effective communication and conflict resolution skills. Greg provides excellent service overseeing special projects and Planning Division staff.

John R. Tilton, A.I.A.
Principal Planner

John has 25 years of experience as a Planning Manager and Zoning Administrator for two southern California coastal cities. John has extensive operational expertise in the review of current planning and zoning applications, including General Plan/Zoning/CEQA conformance, architectural design review, and historic preservation. John is also experienced with long range planning efforts, including preparation of Specific Plans, General Plan amendments, Zoning amendments, Coastal Program amendments, and other planning documents.

Jennifer Davis
Principal Planner

For the past 30 years, Jennifer's career has included a full spectrum of planning projects and programs and has run the gamut from site planner to Community Development Director; from historic preservationist to Economic Development Manager. She has managed the approval of large, controversial development projects, administered general plans, specific plans, and zoning ordinances, and managed amendments and updated to many planning documents. She uses her economic development know-how to advance business retention and attraction, to create business friendly environments, to unite developers and businesses with opportunities, and to market cities. Connecting communities to the planning process is a strong suit, as Jennifer believes collaboration builds policies that work. Her practice is based on a strong project management framework, making sure that projects get done well, but as efficiently as possible. Her current work includes updating Placentia's General Plan, project management for an innovative streetscape project on the Sunset Strip, and overseeing the approval of a specific plan for a gateway site in the City of Claremont.

Christine Saunders
Senior Planner

Christine has worked as an urban and environmental planner since 2000 and has focused most of her career in the public sector managing the land use development permit process, including compliance with CEQA and other applicable plans, policies, programs, regulations and laws. She has extensive experience preparing and reviewing CEQA documents for development and capital improvement projects. Christine's strength is in providing clear, concise, internally consistent, accurate, and legally defensible CEQA documents that translate technical jargon into a document that speaks to the non-professional in one voice. She is skilled at analyzing plans, programs, and policies and providing recommendations to policy makers. Christine is a member of the Leadership Riverside Class of 2019.



Vanessa Norwood
Senior Planner

Vanessa is an experienced planner with over 17 years of municipal planning experience with background in current and advanced planning. She has expertise and knowledge in managing mixed-use projects. Vanessa is a results-oriented planner with the ability to work collaboratively with municipalities and forge strong working relationships and partnerships with other communities. She has the capability to coordinate multiple planning projects simultaneously and in a timely and effective manner. Vanessa's proven strengths are in entitlement case processing and customer service.

Lindsay Ortega
Associate Planner

Lindsay has seven years of planning experience and is well versed in managing and processing a variety of project entitlement applications for compliance with local, state and federal regulations. Such projects include: comprehensive sign programs, CUPs, infill residential projects, and industrial and commercial developments. Lindsay is a board member of the Orange County Section of American Planning Association.

Laurel Reimer
Associate Planner

Laurel has six years of experience in urban planning with over three years in the public sector focusing on entitlements, compliance, and meeting client needs through creative problem solving. She has worked in several jurisdictions throughout the West Coast and thus understands government procedures, laws, ordinances and zoning. Laurel would be available for the Current Planning team as an Associate Planner. Laurel is a board member of the Orange County Section of American Planning Association.

Alex Truong
Assistant Planner

Alex has five years of experience in planning and was recently assigned to provide contract planning services to the Cities of Huntington Beach and Laguna Beach, where he processes administrative permits, zoning letters, line lot adjustments and plan checks. Alex has excellent customer service skills and is well regarded by the public and the agencies he has served. Alex's role as an Assistant Planner would be an asset to the Planning Services Division.

Jimmy Wong
Assistant Planner

Jimmy has been a professional planner for three years and gained a range of city planning related experience. This includes assisting at the public counter, reviewing applications for code compliance, permit processing, public notices, grant applications, and ensuring that all permits are processed in accordance with local and state requirements. As project planner he has also written and presented staff reports at Planning Commission and Design Review Board meetings.

Martin Mares
Assistant Planner

Martin is a highly organized and self-motivated planner with three years of experience. He is involved in Orange Section APA and the Orange Section Young Planners Group. Martin has experience in municipal planning and community development and has worked in four municipalities: Irvine, Anaheim, Los Alamitos and Carlsbad.



Experience and References

The team at Sagecrest includes a collaboration of managing principals and staff who have extensive experience in performing work of a similar nature to that solicited in this RFP. All references listed in this table are contracted with Sagecrest, which was established in February, 2017. Sagecrest formerly operated as Environmental Advisors, LLC, founded by Principals Greg McCafferty and Josh Haskins in 2012.

Assignment / Project Description	Term	Location / Client	Client Contact
Contract Planning Services	June 2017-present	City of San Clemente	Stephanie Roxas Senior Planner StephanieR@san-clemente.org (949) 361-6195
Contract Zoning Administrator Services	September 2017-present	City of Fullerton	Ted White Community Development Director twhite@ci.fullerton.ca.us (714) 738-6878
Contract Planning Services	November 2017-present	City of Huntington Beach	Jane James Planning Manager jjames@surfcity-hb.org (714) 536-5271
Contract Planning Services	July 2017-present	City of Santa Fe Springs	Wayne Morrell Director of Planning waynemorrell@santafesprings.org (562) 868-0511
Contract Planning Services	August 2017-December 2017	City of Carlsbad	Teri Delcamp Principal Planner teri.delcamp@carlsbadca.gov (760) 602-4600
Contract Planning Services	August 2017-July 2018	City of Newport Beach	Jaime Murillo Senior Planner jmurillo@newportbeachca.gov (949) 644-3209
Contract Planning Services	September 2017-present	City of El Monte	Jason Mikaelian City Planner jmikaelian@elmonteca.gov (626) 258-8626
Contract Planning Services	December 2017-present	City of Laguna Beach	Jim Pechous Assistant Director of Community jpechous@lagunabeachcity.net (949) 497-0320
Contract Planning Services	September 2017-present	City of Costa Mesa	Barry Curtis Director of Economic and Development Services barry.curtis@costamesaca.gov (714) 754-5278