



Agenda Item 600

Approvals:

City Manager [Signature]

Dept. Head [Signature]

Attorney [Signature]

Finance [Signature]

AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING

Meeting Date: September 3, 2019

Department: Community Development Department, Planning Division
Prepared By: Gabriel Perez, City Planner

Subject: *APPROVAL OF A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SUMMIT ENVIRONMENTAL GROUP FOR CONTRACT PLANNING SERVICES IN CONNECTION WITH THE LOCAL COASTAL PROGRAM.*

Fiscal Impact: Yes. There are sufficient funds appropriated in account # 001-431-43890.

Summary: Staff recommends the City Council approve and authorize the Mayor to execute the Third Amendment to Contract C16-74 by and between the City of San Clemente and Summit Environmental Group to provide contract planning services for the Local Coastal Program (LCP). This amendment increases the contract amount from \$122,000 to \$172,000 (an increase of \$50,000), and extends the term of the contract to December 31, 2020.

Discussion: The consultant currently assists with the management of the LCP update efforts, including the Land Use Plan (LUP) and Local Implementation Plan (LIP); ensures the final/adopted LUP policies are integrated into the LIP; coordinates with Staff and California Coastal Commission (CCC) on all LCP project related items including the LCP grant process, and other coastal duties as needed.

On December 6, 2016 the City Council approved the Professional Services Agreement with Summit Environmental Group in the amount of \$25,000 for temporary contract planning services. On May 16, 2017, the City Council approved the First Amendment in the amount of \$37,000, and on March 20, 2018, the City Council approved the Second Amendment in the amount of \$60,000.

In addition, work is being done to complete the in-progress Sea Level Rise Vulnerability Assessment (SLRVA) and the Coastal Resiliency Plan. This work is partially funded by a grant recently awarded from the CCC. The professional services Summit Environmental will provide satisfies the City match requirement for grant funding awarded to the City of San Clemente CCC to complete the SLRVA, Coastal Resiliency Plan, and submittal of the LIP.

Summit Environmental has extensive technical expertise in preparing successful Local Coastal Programs for California coastal cities and has been essential in the LUP approval as well as facilitation of the Sea Level Rise and Vulnerability Assessment study and the Implementation Plan. The consultant has worked diligently with City Staff and the California Coastal Commission to ensure that all LCP project goals are met and the LCP process continues to move forward in a timely manner. The

proposed Third Amendment to the Professional Services Agreement for Summit Environmental Group will increase the contract amount from \$122,000 to \$172,000 and extend the term of the contract to December 30, 2020 to coincide with the CCC grant term.

Recommended

Actions:

STAFF RECOMMENDS THAT the City Council approve and authorize the Mayor to execute the Third Amendment to Contract C16-74 by and between the City of San Clemente and Summit Environmental Group providing contract planning services for the Local Coastal Program. This amendment increases the contract amount from \$122,000 to \$172,000 (an increase of \$50,000), and extends the term of the contract to December 31, 2020.

Attachments:

1. Third Amendment to the Professional Services Agreement with Summit Environmental Group (Contract C16-74).
2. Second Amendment to the Professional Services Agreement with Summit Environmental Group (Contract C16-74) and the City Council agenda report from the March 20, 2018 Council meeting.
3. First Amendment to the Professional Services Agreement with Summit Environmental Group (Contract C16-74) and the City Council agenda report from the May 16, 2017 Council meeting.
4. Professional Services Agreement with Summit Environmental Group (Contract C16-74) and the City Council agenda report from the December 6, 2016 Council meeting.

Notification: Not Applicable

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY CONTRACT
PLANNER FOR THE PLANNING DIVISION**

This Third Amendment to Professional Services Agreement for temporary planning staff services, (this "Third Amendment") is made and entered into on this ____ day of _____, 20____, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and Summit Environmental Group ("Contractor").

RECITALS:

- A. City and Contractor entered into that certain Professional Services Agreement for temporary planning staffing services (the "Original Agreement") on December 6, 2016.
- B. City and Contractor entered into that certain First Amendment to Professional Services Agreement for temporary planning staffing services ("First Amendment") on May 16, 2017.
- C. City and Contractor entered into that certain Second Amendment to Professional Services Agreement temporary planning staffing services ("Second Amendment") on March 20, 2018. The Original Agreement, as modified by the First Amendment and the Second Amendment, is hereinafter referred to as the "Agreement".
- D. City and Contractor desire to amend the Agreement in the manner provided hereinbelow.

COVENANTS:

Article 1: Section 1.1 of the Agreement is hereby amended by extending the term of the Agreement to December 31, 2020 unless terminated earlier pursuant to the terms hereof.

Article 3: Section 3.1 of the Agreement is hereby amended by increasing the total compensation amount from One Hundred Twenty-two Thousand Dollars (\$122,000) to One Hundred Seventy-two Thousand Dollars (\$172,000).

Except as expressly amended by this Third Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: _____

Its: _____

Dated: _____, 20__

ATTEST:

CITY CLERK of the City of
San Clemente, California

Approved as to form:
BEST BEST & KRIEGER

City Attorney

("CONTRACTOR")

By: _____

Its: _____

Dated: _____, 20__

Finance Authorization

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
TEMPORARY CONTRACT PLANNER FOR THE PLANNING DIVISION**

This Second Amendment to Professional Services Agreement for temporary planning staffing services, (this "Second Amendment") is made and entered into on this 20th day of March, 2018, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and Summit Environmental Group ("Contractor").

RECITALS:

- A. City and Contractor entered into that certain Professional Services Agreement for temporary planning staffing services (the "Original Agreement") on December 6, 2016.
- B. City and Contractor entered into that certain First Amendment to Professional Services Agreement for temporary planning staffing services ("First Amendment") on May 16, 2017]. the Original Agreement, as modified by the First Amendment, is hereinafter referred to as the "Agreement."
- C. City and Contractor desire to amend the Agreement in the manner provided hereinbelow.

COVENANTS:

Section 1: Article 3.1 of the Agreement is hereby amended by increasing the total compensation amount from Sixty Two Thousand dollars (\$62,000) to One Hundred and Twenty Two dollars (\$122,000). In addition to the services to be performed by Contractor as referenced in Exhibit A to the Original Agreement and Exhibit A to the First Amendment, Contractor shall also perform those services described in Exhibit A of this Second Amendment, which exhibit is attached hereto and incorporated herein by this reference.

Section 2: Section 1.1 of the Agreement is hereby amended by extending the term of the Agreement to December 31, 2019 unless terminated earlier pursuant to the terms hereof

Section 3: Except as expressly amended by this Second Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: [Signature]

Its: Mayor

Dated: 4/12/18, 2018

ATTEST:

Ramona D. Campagnolo/Deputy
CITY CLERK of the City of
San Clemente, California

Approved as to form:
BEST BEST & KRIEGER

SS/Smith
City Attorney

Summit Environmental Design, Inc
("CONTRACTOR")

By: [Signature]

Its: Principal

Dated: March 28, 2018

[Signature]
Finance Authorization

EXHIBIT "A"

There will be no changes to the Scope of Work with this Second Amendment.

document1

9-3-19 / 60-7



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: March 20, 2018

Agenda Item 6-H
Approvals:
City Manager [Signature]
Dept. Head [Signature]
Attorney [Signature]
Finance [Signature]

Department: Community Development Department, Planning Division
Prepared By: Amber Gregg, City Planner

Subject: **SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFF AUGMENTATION IN THE PLANNING DIVISION WITH SUMMIT ENVIRONMENTAL GROUP.**

Fiscal Impact: Yes, the cost of \$60,000 for temporary staff is offset by salary savings from a budgeted but vacant position in the Planning Division.

Summary: Staff recommends the City Council approve the Second Amendment to the Professional Services Agreement (PSA) with Summit Environmental Group for \$60,000. The term of the contract will be until December 31, 2019 or until services are deemed no longer necessary. The purpose of the Second Amendment to the PSA is to continue utilizing consultant services related to the Local Coastal Program (LCP) update, including the Land Use Plan (LUP) and Local Implementation Plan (LIP).

Discussion: The consultant currently assists with the management of the LCP update efforts, including the Land Use Plan (LUP) and Local Implementation Plan (LIP); ensures the final/adopted LUP policies are integrated into the LIP; coordinates with Staff and California Coastal Commission (CCC) on all LCP project related items including the LCP grant process, and other coastal duties as needed.

On December 6, 2016 the City Council approved the Professional Services Agreement with Summit Environmental Group in the amount of \$25,000 for temporary contract planning services. On May 16, 2017, the City Council approved the First Amendment to the Professional Services Agreement with Summit Environmental Group in the amount of \$37,000 in order to continue with the LCP Grant process. The consultant has worked diligently with City Staff and the California Coastal Commission to ensure that all LCP project goals are met and the LCP process continues to move forward in a timely manner. Summit Environmental has been essential in the LUP approval as well as facilitation of the Sea Level Rise and Vulnerability Assessment study and the Implementation Plan. In order to ensure full completion of the LCP Grant, it is necessary to continue utilizing services provided by Summit Environmental Group. The hourly rate for the consultant is \$110 an hour and the proposed second amendment to the Professional Services Agreement for Summit Environmental Group would increase the not-to-exceed contract amount from \$62,000 to \$122,000.

Recommended

Actions: STAFF RECOMMENDS THAT the City Council:

1. Approve a budget transfer in the amount of \$60,000 from Account No. 001-431-41010-000-00000 (Salaries, Full Time) to Account No. 001-431-43890-000-00000 (Contractual Services); and
2. Approve and authorize the mayor to execute a Second Amendment with Summit Environmental Group increasing the Professional Services Agreement for temporary contract services total compensation from \$62,000 to \$122,000 (an increase of \$60,000), and extending the contract terms through December 31, 2019, or until services are no longer needed.

Attachment:

1. Second Amendment to the Professional Services Agreement with Summit Environmental Group for temporary contract services to assist the Planning Division in tasks related to the Local Coastal Program (LCP).

Notification: Not Applicable

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
TEMPORARY CONTRACT PLANNER FOR THE PLANNING DIVISION**

This First Amendment to Professional Services Agreement for temporary planning staffing services (this "First Amendment") is made and entered into on this 16th day of May, 2017, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and Summit Environmental Group ("Contractor").

RECITALS:

- A. City and Contractor entered into that certain Professional Services Agreement for temporary planning staffing services (the "Agreement") on December 6, 2016.
- B. City and Contractor desire to amend the Agreement in the manner provided herein.

COVENANTS:

Section 1: Article 3.1 of the Agreement is hereby amended by increasing the total compensation amount from Twenty Five Thousand Dollars (\$25,000) to Sixty Two Thousand Dollars (\$62,000). In addition to the services to be performed by Consultant as referenced in Exhibit A to the Agreement, Consultant shall also perform those services described in Exhibit "A" to this First Amendment, which exhibit is attached hereto and incorporated herein by this reference.

Section 2: Section 1.1 of the Agreement is hereby amended by extending the term of the Agreement until June 1, 2018 or until services are deemed no longer necessary.

Section 3: Except as expressly amended by this First Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: [Signature]

Its: Mayor

Dated: June 23, 2017

ATTEST:

[Signature]
CITY CLERK of the City of
San Clemente, California

Approved as to form:
BEST BEST & KRIEGER

[Signature]
City Attorney

[Signature]
("CONTRACTOR")

By: Summit Environmental Group, Inc.

Its: Principal

Dated: May 24, 2017

[Signature]
Finance Authorization

EXHIBIT "A"

There are no changes to the Scope of Work as part of this First Amendment

document3



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: May 16, 2017

Agenda Item 65
Approvals:
City Manager [Signature]
Dept. Head [Signature]
Attorney [Signature]
Finance [Signature]

Department: Community Development Department, Planning Division
Prepared By: Amber Gregg, City Planner

Subject: *FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFF AUGMENTATION IN THE PLANNING DIVISION WITH SUMMIT ENVIRONMENTAL GROUP.*

Fiscal Impact: Yes, the cost of \$37,000 for temporary staff is offset by salary savings from the budgeted but vacant positions in the Planning Division.

Summary: Staff recommends the City Council approve the First Amendment to the Professional Services Agreement (PSA) with Summit Environmental Group for a total of \$37,000. The term of contract will be until June 30, 2018 or until services are deemed no longer necessary. The purpose of the First Amendment to the PSA is to continue utilizing consultant services related to the Local Coastal Program (LCP) update, including the Land Use Plan (LUP) and Local Implementation Plan (LIP).

Discussion: On December 6, 2016, the City Council approved a Professional Services Agreement with Summit Environmental Group in the amount of \$25,000. The consultant has worked diligently with City Staff and the California Coastal Commission to ensure that all LCP project goals are met and the LCP process continues to move forward in a timely manner. In order to continue moving forward with the LCP Grant, it is necessary to utilize contract services while staffing needs are currently being addressed within the Planning Division.

The consultant currently assists with the management of the LCP update efforts, including the Land Use Plan (LUP) and Local Implementation Plan (LIP); ensures the final/adopted LUP policies are integrated into the LIP; coordinates with Staff and California Coastal Commission (CCC) on all LCP project related items including grants, and other coastal duties as needed. The hourly rate for the consultant is \$110 an hour and the proposed amendment to the Professional Services Agreement for Summit Environmental Group would increase the not-to-exceed contract amount from \$25,000 to \$62,000.

Recommended Actions: STAFF RECOMMENDS THAT the City Council:

1. Approve a budget transfer in the amount of \$37,000 from Account No. 001-433-41010-000-00000 (Salaries, Full Time) to Account No. 001-431-43890-000-00000 (Contractual Services); and

2. Approve and authorize the mayor to execute the First Amendment with Summit Environmental Group in the amount of \$37,000 to provide temporary contract services on an as-needed basis to assist the Planning Division with the Local Coastal Program.

Attachment:

1. First Amendment to the Professional Services Agreement with Summit Environmental Group for temporary contract services to assist the Planning Division in tasks related to the Local Coastal Program (LCP).

Notification: Not Applicable

C16-74

PROFESSIONAL SERVICES AGREEMENT
FOR A TEMPORARY CONTRACT PLANNER
FOR THE PLANNING DIVISION

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 26th day of December, 2016 (the "Effective Date"), by and between the City of San Clemente, a municipal corporation, hereinafter referred to as the "CITY", and Summit Environmental Group, of 2810 Cazadero Drive, Carlsbad, CA 92009, hereinafter referred to as the "CONTRACTOR".

RECITALS:

- A. CITY requires professional temporary planning staff] services to be performed at or in connection with fulfilling immediate staff needs of the Planning Division.
- B. CONTRACTOR has represented to CITY that CONTRACTOR is qualified to perform said services and has submitted a proposal to CITY for same.
- C. CITY desires to have CONTRACTOR perform said services on the terms and conditions set forth herein.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, CITY and CONTRACTOR agree as follows:

ARTICLE 1
RESPONSIBILITIES OF CONTRACTOR

1.1 Term.

The term of this Agreement shall commence on the Effective Date, and shall continue and remain in effect, until June 1, 2017, or until services are no longer deemed necessary, unless terminated earlier pursuant to the terms hereof. Notwithstanding the forgoing, the City Manager or his or her designee shall have the authority on behalf of the City to administratively approve extensions to the term hereof not to exceed a cumulative total of one hundred eighty (180) days.

1.2 Scope of Services.

CONTRACTOR shall perform any and all work necessary for the completion of the tasks and services set forth in the "Scope of Services" attached hereto and incorporated herein

as Exhibit "A" in a manner satisfactory to CITY. By execution of this Agreement, CONTRACTOR warrants that (i) it has thoroughly investigated and considered the work to be performed; (ii) it has carefully examined the location or locations at or with respect to which the work is to be performed, as applicable; and (iii) it fully understands the difficulties and restrictions attending the performance of the work provided for under this Agreement. CONTRACTOR acknowledges that certain refinements to the Scope of Services may, on occasion, be necessary to achieve CITY's goals hereunder, and CONTRACTOR shall cooperate with and assist the CITY to identify and make such refinements prior to undertaking any tasks or services that may require refinement.

1.3 Schedule of Performance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall furnish to CITY proof of insurance coverage as required under Article 5, Insurance. Upon CITY's release to CONTRACTOR of a fully executed copy hereof and issuance of a written Notice to Proceed, CONTRACTOR shall promptly commence performance of the work. Until such time, CONTRACTOR is not authorized to perform and will not be paid for performing any work under this Agreement. CONTRACTOR shall exercise reasonable diligence to have the services as set forth in Exhibit "A" completed and submitted to CITY for final approval as soon as reasonably practicable and in accordance with the schedule of performance attached hereto and incorporated herein as Exhibit "B", provided that CONTRACTOR shall be entitled to an extension of time for any delays caused by events or occurrences beyond CONTRACTOR's reasonable control.

1.4 Identity of Persons Performing Work.

CONTRACTOR represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. CONTRACTOR shall not replace any of the principal members of the Project team, including any of the persons listed in Exhibit "A" (if CONTRACTOR'S personnel is listed on Exhibit "A"), or any successors to any of such persons, without CITY's prior written approval.

CONTRACTOR represents that the tasks and services required hereunder will be performed by CONTRACTOR or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, CONTRACTOR shall not employ any undocumented aliens (i.e., persons who are not citizens or nationals of the United States).

This Agreement contemplates the personal services of CONTRACTOR and CONTRACTOR's employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR and CONTRACTOR's employees.

Neither this Agreement nor any interest therein may be assigned by CONTRACTOR, except upon written consent of CITY.

Furthermore, CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of CITY, except for those subcontractors named in the proposal for the project. Nothing herein contained is intended to or shall be construed as preventing CONTRACTOR from employing or hiring as many employees as CONTRACTOR may deem necessary for the proper and efficient execution of this Agreement.

1.5 Cooperation and Coordination of Work With CITY.

CONTRACTOR shall work closely with CITY's designated representative, either individual or committee, who shall have the principal responsibility for liaison and who shall, on a continuous basis, review and approve CONTRACTOR's work. CONTRACTOR shall ensure that CITY has reviewed and approved all required work as the project progresses.

1.6 Compliance With Laws.

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances and regulations, including without limitation all applicable fair labor standards. CONTRACTOR shall not discriminate against any employee or applicant for employment or any approved subcontractor, agent, supplier or other firm or person providing services to CONTRACTOR in connection with this Agreement on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, or mental or physical disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, and mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Prior to execution of this Agreement, CONTRACTOR shall furnish to CITY proof that CONTRACTOR and all of its subcontractors have a current, valid business license issued by CITY.

1.7 Standard of Performance.

CONTRACTOR acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's services and work shall be held to a standard of quality and workmanship prevalent in the industry for such service and work. CONTRACTOR represents to CITY that CONTRACTOR holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR shall perform the

work and services under this Agreement in accordance with such standard of work and in accordance with the accepted standards of the professional disciplines involved in the project. All work shall be completed to the reasonable satisfaction of CITY. If CITY reasonably determines that the work is not satisfactory, CITY shall have the right to: (i) meet with CONTRACTOR to review CONTRACTOR's work and resolve matters of concern; and/or (ii) require CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory.

1.8 Contractor Ethics.

CONTRACTOR represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of CITY to obtain CITY's approval of this Agreement. CONTRACTOR shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to CONTRACTOR pursuant to Article 3, Compensation. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) CONTRACTOR shall not possess or maintain any business relationship with the applicant or any other person or entity which CONTRACTOR knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to CITY in accordance with this Agreement CONTRACTOR shall not advocate either for or against said project and/or application, and (iii) CONTRACTOR shall immediately notify CITY in the event CONTRACTOR determines that CONTRACTOR has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section 1.8 shall be applicable to all of CONTRACTOR's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

1.9 Changes and Additions to Scope of Services.

CITY may make changes within the general scope of services provided for in this Agreement. CONTRACTOR shall agree to any such changes that are reasonable. CONTRACTOR shall make no change in or addition to the character or extent of the work required by this Agreement except as may be authorized in advance in writing by CITY. Such supplemental authorization shall set forth the specific changes of work to be performed and related extension of time and/or adjustment of fee to be paid to CONTRACTOR by CITY.

1.10 Hiring of Illegal Aliens Prohibited

CONTRACTOR shall not hire or employ any person to perform work within the City of San Clemente or allow any person to perform work required under this Agreement unless such person is a United States citizen or is properly documented and legally entitled to be employed within the United States.

1.11 Endorsement on PS&E/Other Data

CONTRACTOR shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by CONTRACTOR, and where appropriate will indicate CONTRACTOR's authorized signature and professional registration number.

ARTICLE 2
RESPONSIBILITIES OF CITY

2.1 Provision of Information.

CITY shall provide full information regarding its requirements for the project, and it shall furnish, without charge to CONTRACTOR, any and all information, data, plans, maps and records which are available to CITY and are necessary for the provision by CONTRACTOR of the tasks and services set forth herein.

2.2 Cooperation With CONTRACTOR.

CITY shall cooperate with CONTRACTOR in carrying out the work and services required hereunder without undue delay. In this regard, CITY, including any representative thereof, shall examine plans and documents submitted by CONTRACTOR, shall consult with CONTRACTOR regarding any such plans and documents, and shall render any necessary decisions pertaining to such plans and documents as promptly as is practicable.

ARTICLE 3
PAYMENT

3.1 Payment Schedule: Maximum Payment Amount.

Prior to the tenth of the month, CONTRACTOR shall submit to CITY a monthly status report and invoices itemizing the services rendered during the previous month. Within fifteen (15) working days after receipt of an invoice from CONTRACTOR, CITY shall determine whether and to what extent CONTRACTOR has adequately performed the services for which payment is sought. If CITY determines that CONTRACTOR has not adequately performed such services, CITY shall inform CONTRACTOR of those acts which are necessary for satisfactory completion. Subject to the provisions of Section 5.2 below, which provide for the City to withhold payment in the event CONTRACTOR's insurance expires during the term of this Agreement, CITY shall cause payment to be made to CONTRACTOR within fifteen (15) working days from CITY's determination that CONTRACTOR has adequately performed those services for which CITY has been invoiced. In no case shall CITY pay in excess of each line item set forth in Exhibit "A" for any particular task unless approved and authorized by the CITY in writing (applicable only if Exhibit "A" breaks down the Scope of Services on a line item basis). The total compensation for the Scope of Services set forth in Exhibit "A" shall not exceed twenty five thousand dollars (\$25,000), including all amounts payable to CONTRACTOR for its

overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement (the "Total Compensation").

3.2 Changes in Work.

If CONTRACTOR estimates that any proposed change within the general scope of services set forth in Exhibit "A" causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify CITY of that fact in advance of commencing performance of such work. Any such change, and the cost for such change, shall be agreed upon by CITY and CONTRACTOR, and reduced to a writing that, once signed by both CITY and CONTRACTOR, shall modify this Agreement accordingly. In determining the amount of any cost increase for such change, the value of the incomplete portions of the original tasks and services affected by the change shall be credited back to CITY.

3.3 Additional Work.

CITY may request CONTRACTOR to perform additional services not covered by the specific scope of services set forth in Exhibit "A", and CONTRACTOR shall perform such extra services and will be paid for such extra services when the extra services and the cost thereof are reduced to writing, signed by both CITY and CONTRACTOR, and made a part of this Agreement. CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment. To the extent that the extra services render all or a portion of the original tasks and services unnecessary, the value of the unnecessary and incomplete portions of original tasks and services shall be credited back to CITY.

ARTICLE 4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee of the CITY. Neither the CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth, and CONTRACTOR expressly warrants not to, at any time or in any manner, represent that CONTRACTOR, or any of CONTRACTOR's agents, servants or employees, are in any manner agents, servants or employees of the CITY, it being distinctly understood that CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor and that CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

ARTICLE 5
INDEMNITY AND INSURANCE

5.1 Indemnification

FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS A "LICENSED DESIGN PROFESSIONAL" AND IS PROVIDING DESIGN PROFESSIONAL SERVICES:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of CONTRACTOR or any officers, agents, employees, representatives, or subcontractors of CONTRACTOR [collectively, the "CONTRACTOR ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the "Liabilities"). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS NOT A "LICENSED DESIGN PROFESSIONAL":

CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or CONTRACTOR's officers, agents, employees, representatives, or subcontractors [collectively, the "CONTRACTOR ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control, under this Agreement.

For purposes of this Agreement, a "Licensed Design Professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by California Civil Code § 2782.8.

5.2 Insurance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall submit certificates and endorsements to CITY indicating compliance with the following minimum insurance requirements, and CONTRACTOR shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' Compensation insurance to cover CONTRACTOR's employees as required by the California Labor Code with employer's liability limits not less than One Million Dollars (\$1,000,000) per accident or disease. Before execution of this Agreement by CITY, CONTRACTOR shall file with CITY the attached signed Worker's Compensation Insurance Certification. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for the respective employees.

None of the CITY, the San Clemente Redevelopment Agency, or any of their respective officers, employees, and agents will be responsible for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this paragraph.

- B. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (1) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by CITY's Risk Manager for all coverages except surety.
- (2) name and list as additional insureds CITY, CITY's officers, employees, and agents and, if the CITY's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insureds.

- (3) specify it acts as primary insurance and that no insurance held or owned by CITY (or, if applicable, the San Clemente Redevelopment Agency) shall be called upon to cover a loss under said policy;
- (4) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to CITY of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) cover the operations of CONTRACTOR pursuant to the terms of this Agreement; and
- (6) be written on an occurrence and not a claims made basis.

C. Professional Liability or Errors and Omissions insurance specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "covered professional services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

If this box is checked and CITY has initialed below, the requirement for Professional Liability or Errors and Omissions insurance set forth in paragraph C above is hereby waived.

CITY's Initials: _____

Notwithstanding anything herein to the contrary, in the event any of CONTRACTOR's insurance as required pursuant to this Section 5.2 expires during the term of this Agreement, CITY shall withhold any payment due to CONTRACTOR hereunder until such time as CONTRACTOR obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to CITY.

CONTRACTOR shall require all of its subcontractors to procure and maintain during the course of their subcontract work with CONTRACTOR insurance that complies with the foregoing minimum insurance requirements. CONTRACTOR shall obtain from such subcontractors and retain in its files certificates evidencing such compliance.

ARTICLE 6
TERMINATION

This Agreement may be terminated by CITY for any reason, with or without cause, upon written notice to CONTRACTOR. In such event, CONTRACTOR shall be compensated for all services performed and costs incurred up to the date of notification for which CONTRACTOR has not been previously compensated, plus termination expenses reasonably incurred and properly accounted for (but in no event to exceed the amount which, when combined with other amounts paid, exceeds the amount for any uncompleted task set forth in Exhibit "A", as applicable). Upon receipt of notice of termination from CITY, CONTRACTOR shall immediately stop its services, unless otherwise directed, and deliver to CITY all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

ARTICLE 7
MISCELLANEOUS

7.1 Ownership of Documents.

All reports, software programs, as well as original data collected, original reproducible drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by CONTRACTOR or furnished to CONTRACTOR in connection with this Agreement shall be the property of CITY and delivered to CITY at completion of the project or termination of this Agreement, whichever occurs first. Copies of said documents may be retained by CONTRACTOR, but shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY.

Any use of completed documents for projects other than that covered by this Agreement and/or any use of uncompleted documents without specific written authorization from CONTRACTOR will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

7.2 Notices.

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States mail, addressed to CONTRACTOR at _____, and to the City of San Clemente, 910 Calle Negocio, Suite 100, San Clemente, California 92673, Attention: Amber Gregg, Interim City Planner.

7.3 Covenant Against Contingent Fees.

CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or

person any fee or commission from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee or commission.

7.4 Liquidated Damages.

APPLICABLE ONLY IF THIS BOX HAS BEEN CHECKED AND BOTH PARTIES HAVE INITIALED BELOW.

If CITY seeks monetary damages for CONTRACTOR'S failure to complete all of the services required hereunder by the completion date set forth in Exhibit "B" (the "Completion Date"), CONTRACTOR shall be required to pay to CITY _____ Dollars (\$_____) per day for each day beyond the Completion Date that any of such services remain uncompleted; provided, however, that nothing herein shall be deemed to limit CITY's remedy for CONTRACTOR's failure to complete all services required hereunder by the Completion Date to seeking monetary damages, and CITY shall be entitled to pursue any other equitable remedy permitted by law, including, without limitation, specific performance.

THE PARTIES HERETO AGREE THAT THE AMOUNT SET FORTH IN THIS SECTION 7.4 (THE "DAMAGE AMOUNT") CONSTITUTES A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT CITY WOULD SUFFER DUE TO CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO CITY, THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE DAMAGE AMOUNT SET FORTH IN THIS SECTION 7.4 SHALL BE THE SOLE DAMAGES REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, BUT NOTHING IN THIS SECTION 7.4 SHALL BE INTERPRETED TO LIMIT CITY'S REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIALS AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL TO EXPLAIN THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

CONTRACTOR'S INITIALS: _____ CITY'S INITIALS: _____

Notwithstanding any of the above, nothing herein is intended to preclude the CITY's recovery of its attorney's fees and costs incurred to enforce this Section 7.4, as provided in Section 7.10 below.

7.5 Interpretation and Enforcement of Agreement.

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Court of the County of Orange, State of California, or in any other appropriate court with jurisdiction in such county, and CONTRACTOR agrees to submit to the personal jurisdiction of such court.

7.6 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the defaulting party in writing of its contentions by submitting a claim therefor. The injured party shall continue performance of its obligations hereunder so long as the defaulting party immediately commences to cure such default and completes the cure of such default with reasonable diligence and in no event to exceed 30 days after service of the notice, or such longer period as may be permitted by the injured party; provided, that if the default results in an immediate danger to the health, safety, and general welfare, CITY may take such immediate action as CITY deems warranted.

7.7 Retention of Funds.

CITY may withhold from any monies payable to CONTRACTOR sufficient funds to compensate CITY for any losses, costs, liabilities or damages suffered by CITY due to default of CONTRACTOR in the performance of the services required by this Agreement.

7.8 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party shall impair such right or remedy or be construed as a waiver. CITY's consent or waiver of one act or omission by CONTRACTOR shall not be deemed to constitute a consent or waiver of CITY's rights with respect to any subsequent act or omission by CONTRACTOR. Any waiver by either party of any default must be in writing.

7.9 Rights and Remedies are Cumulative.

Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

7.10 Attorneys' Fees.

In the event either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, expert witness fees, and all other necessary costs incurred in the litigation, suit, or other action requiring attorney time. All such fees shall be enforceable whether or not such action is prosecuted to final judgment.

7.11 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

7.12 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

[APPLICABLE TO INDIVIDUAL CONTRACTORS ONLY]

7.13 Compliance with California Unemployment Insurance Code Section 1088.8:

Prior to signing the Contract, CONTRACTOR shall provide to CITY a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. CONTRACTOR understands that pursuant to California Unemployment Insurance Code Section 1088.8, the CITY will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

[End -- Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: Kathryn Wood

Its: Mayor

Dated: January 3, 2017

ATTEST:

[Signature]
CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:
BEST BEST & KRIEGER

By: [Signature]
City Attorney

APPROVED AS TO AVAILABILITY
OF FUNDING

By: Judith A. Vincar
Finance Authorization

Summit Environmental Group
Lester Meyerhoff
("CONTRACTOR")

Contractor's License Number 0

By: Lester Meyerhoff

Its: Principal

Dated: 12/12, 2016

EXHIBIT "A"

SCOPE OF SERVICES

To provide the City of San Clemente Planning Division with a temporary contract planner on an as-needed basis to assist in tasks related to the Local Coastal Program (LCP). The consultant would assist with management of the LCP update efforts, including the Land Use Plan (LUP) and Local Implementation Plan (LIP); ensure the final/adopted LUP policies are integrated into the LIP; coordination with Staff and California Coastal Commission (CCC) on all LCP project related items including grants and grant management, and other coastal duties as needed.

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

The Schedule of Performance is dependent on items received from the California Coastal Commission. The consultant shall work with City and California Coastal Commission Staff to identify processing times and create a schedule of performance once communication is received from the California Coastal Commission.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Project No. _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)



I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.



I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____



I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Workermans'
Comp

882/062266-0001
773382.08 a11/21/16

Dated: 12/12, 2016

Summit Environmental Group, Inc.
Contracting Firm

By: Debra Myrhol

Principal
Title

2810 Caradero Drive
Address

Carlsbad, CA. 92009



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: December 6, 2016

Agenda Item 6H
Approvals:
City Manager [Signature]
Dept. Head [Signature]
Attorney [Signature]
Finance [Signature]

Department: Community Development Department, Planning Division
Prepared By: Amber Gregg, Interim City Planner [Signature]

Subject: *TWO PROFESSIONAL SERVICES AGREEMENTS FOR TEMPORARY STAFF AUGMENTATION IN THE PLANNING DIVISION WITH LILLEY PLANNING AND SUMMIT ENVIRONMENTAL GROUP.*

Fiscal Impact: Yes, the cost of \$60,000 for two temporary staff is offset by salary savings from two budgeted but vacant positions in the Planning Division.

Summary: Staff recommends the City Council approve two separate Professional Service Agreements, one with Lilley Planning and the second with Summit Environmental Group for a combined total of \$60,000. The term of both contracts will be until March 31, 2017 or until services are deemed no longer necessary. The purpose of the Professional Service Agreements are to continue providing temporary planning services to assist the Planning Division while staffing needs are currently being accessed.

Discussion: On November 1, 2016, an Associate Planner resigned leaving a fourth vacancy within the Planning division. The workload has been reassigned to the three remaining planners in addition to their current projects and duties. Currently, staff is making their best efforts to continue providing customer service and meeting other performance goals; however, this is not sustainable, and temporary assistance is needed in order to meet demands.

The first Professional Services Agreement is with Lilley Planning and it would allow the Planning Division to hire a part-time, temporary contract planner at an associate level to assist the division with: preparation of planning projects, drafting plans, research and technical analysis, attendance at public meetings when necessary, and other similar tasks. The cost of a contract planner is \$110 an hour and would work approximately 30 hours a week. The cost will be offset by the salary savings of the vacant positions in the Planning Division. The proposed Professional Services Agreement for Lilley Planning does not exceed \$35,000 and the term of the contract will end March 31, 2017.

The second Professional Services Agreement is with Summit Environmental Group. The consultant would provide services on an as-needed basis to assist in tasks related to the Local Coastal Program (LCP). The LCP project is currently underway and was managed by the Associate Planner that recently resigned. In order to continue moving forward with the project, and to ensure the deadlines are met, it will be necessary to hire a consultant that can assist in the completion of this project. The consultant would assist with management of the LCP update efforts, including the Land Use Plan (LUP)

and Local Implementation Plan (LIP); ensure the final/adopted LUP policies are integrated into the LIP; coordination with Staff and California Coastal Commission (CCC) on all LCP project related items including grants, and other coastal duties as needed. The hourly rate for the consultant is \$110 an hour and the proposed Professional Services Agreement for Summit Environmental Group does not exceed \$25,000. The term of the contract will end June 1, 2017, or when services are deemed no longer necessary.

Without temporary staff support, plan check, permit and entitlement processing, and counter and phone response times will be negatively affected. The proposed Agreements for a total of \$60,000 would allow temporary staffing until the vacancies are filled.

The Planning Division currently has another contract with Civic Solutions for temporary contract planning services. A part-time Associate Planner and a full-time Planning Technician are currently assisting the Planning Division. The total cost of the Civic Solutions contract is \$100,472 and is until March 31, 2017.

Table 1- Consultant Services for the Planning Division

Contracts	Contract Costs	Salary Savings
Civic Solutions	\$100,472	\$200,261
Lilley Planning	\$35,000	
Summit Environmental Group	\$25,000	
Total Costs	\$160,472	The total salary savings is an accumulation of different vacant positions within the Planning Division over the past seven months. This also includes the salary savings of the Senior Planner to Interim City Planner from December 2016 until March 2017.

Recommended Action:

STAFF RECOMMENDS THAT the City Council:

1. Approve a budget transfer in the amount of \$60,000 from Account No. 001-433-41010-000-00000 (Salaries, Full Time) to Account No. 001-431-43890-000-00000 (Contractual Services); and
2. Approve and authorize the mayor to execute the Professional Services Agreement with Lilley Planning in the amount of \$35,000 to provide temporary contract services within the Planning Division; and

3. Approve and authorize the mayor to execute the Professional Services Agreement with Summit Environmental Group in the amount of \$25,000 to provide temporary contract services on an as-needed basis to assist the Planning Division with the Local Coastal Program.

Attachments:

1. Professional Services Agreement with Lilley Planning for temporary contract services for an Associate Level Planner.
2. Professional Services Agreement with Summit Environmental Group for temporary contract services to assist the Planning Division in tasks related to the Local Coastal Program (LCP).

Notification: Not Applicable