



**PROFESSIONAL SERVICES AGREEMENT
LILLEY PLANNING GROUP**

THIS AGREEMENT is made and entered into this 19th day of November 2013 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and LILLEY PLANNING GROUP, a California corporation (“Consultant”).

RECITALS

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contract to provide Planning Services as more fully described in Consultant’s Statement of Qualifications attached as Exhibit “A”; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 SERVICES PROVIDED BY CONSULTANT

1.1 Scope of Services. Consultant shall provide the consulting services describe in State of Qualifications, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2 Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or

other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the Department Director or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4 Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorney's fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5 Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7 Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8 Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0 COMPENSATION AND BILLING

2.1 Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B", attached hereto and incorporated by reference. Consultant's total compensation shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**.

2.2 Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services **in writing**. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3 Method of Billing. Consultant may submit invoices to City supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction as of the date the invoice is created. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4 Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0 TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement and for the duration of this agreement. Timing of the agreement may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with

laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and continue for a period of **SIX MONTHS** ending on **MAY 19, 2014**, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Paragraph 4 can simply be modified to provide receiver will secure a separate certificate and funding for any fees awarded...prior to discharge of the receiver for up to four (4) term periods of one (year) each.

4.2 Notice of Termination. The City reserves and has the right and privilege of cancelling, suspending or abandoning the execution of all of any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3 Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination if this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A", Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars

(\$1,000,000.00) combined single limits, per occurrence. If such insurance contains a general aggregate limit, shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to this contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. Not policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the name insured can satisfy any such deductible or self-insured retention.

5.4 Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under the Agreement.

5.5 Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Jennifer Lilley
Lilley Planning Group
Consulting Firm
138 West Amerige
Fullerton, CA 92832

Tel: 714.672.9906
Fax: 714.672.9908
Email:
jennifer@lilleyplanning.com

IF TO CITY:

Gary Armstrong
Econ. and Dev. Services Director
/Deputy CEO
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5182
Fax: 714-754-4856
Email:
gary.armstrong@costamesaca.gov

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent, which shall not be unreasonably conditioned, denied or withheld. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant agrees to defend , indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligent performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative

of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate 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 and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

CITY OF COSTA MESA,
A municipal corporation

[Redacted]

Chief Executive Officer

Date: 12/17/13

CONSULTANT

[Redacted]

Signature

Date: 11-20-13

Jennifer A. Lilley President

Name and Title

[Redacted]

Social Security or Taxpayer ID Number

APPROVED AS TO CONTENT:

[Redacted]

Project Manager

Date: 12-11-13

APPROVED AS TO FORM:

[Redacted]

City Attorney

Date: 12/12/13

APPROVED AS TO INSURANCE:

[Redacted]

Risk Management

Date: 12/11/13

ATTEST:

[Redacted]

City Clerk and ex-officio Clerk
of the City of Costa Mesa



EXHIBIT A

**CONSULTANT'S PROPOSAL
SCOPE OF SERVICES**

November 6, 2013

Gary Armstrong, Development Services Director
City of Costa Mesa
77 Fair Drive
Costo Mesa, California 92628-1200
Transmittal Via Email: GARY.ARMSTRONG@costomesaco.gov

Subject: Statement of Qualificotions for Planning Consulting Services

Dear Mr. Armstrong:

Thank you for this opportunity to submit our response to the City of Costa Meso's request to provide planning consultant services at the Senior/Principal level planner. We understand the City has a need for a full-time, senior/principal level starting immediately. Our firm specializes in providing these services to public agencies in California. We have professional staff available to assist the City of Costo Meso in a timely, professional and experienced manner. Given our expertise and background, we begin work immediately and we exceed the expectations of our clients.

Introduction to the Firm:

The Lilley Planning Group is a full service, professional consulting firm providing land use, building, economic development and environmental services to cities throughout California. Our mission is to provide outstanding, quality service to the clients and communities we serve and ensure we add value and make a positive impression with each assignment. Our corporate office is located in the City of Fullerton. Our President, Jennifer Lilley, AICP, has been a professional planner for over twenty-four years and has focused the last twenty years of her career assisting cities with their service needs by providing, overseeing and managing contract services. In addition to Jennifer's experience we have brought together a talented team to assist our clients and build the strength of resources and skills our firm has to offer.

Statement of Qualifications:

We have assembled a team of experienced professionals with a long history of providing high quality contract services to public agencies. This gives our team a unique and thorough understanding of the processes we will be implementing and the challenges faced in city departments. Our services include all functions of a community development department including:

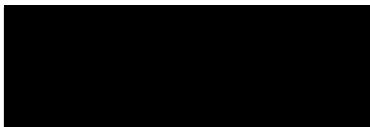
- Gathering, analyzing, and interpreting data related to local social, economic, population, and land use trends;
- Preparing written reports on various moderately complex planning matters and elements of the comprehensive city plan;
- Assisting in the preparation of graphic materials concerned with planning problems and elements of the comprehensive plan;
- Preparing information and providing assistance to governmental agencies and individual

- citizens on matters relating to property use regulations and other functions of planning;
- Preparing graphic presentations and comprehensive reports on community characteristics as related to zoning problems;
- Processing details of zoning and subdivision ordinances;
- Conducting or participating in special studies of land use, and land economics, and other factors relating to zoning and current planning problems; and
- Performing related work as required.

I will be the project manager and ensure you receive the highest level of service and projects run smoothly and stay on schedule. I would like to introduce you to Mr. Jerry Guarrocino. Mr. Guarrocino has more than 25 years of experience providing current and long-range planning services to public agencies. He is skilled in entitlement processing, project management, CEQA, plan review, zoning text amendments and preparing professional reports. He has an outstanding reputation for providing exceptional service to the public and is a great addition to every agency he serves.

Our company is dedicated to adapting our services to your organization to best suit your needs, meet your standards and provide services that seamlessly fit into your process. We appreciate your time in reviewing our qualifications and fees. We are confident you will find our capabilities, technical expertise, and staff will add value to your team. I look forward to the opportunity to speak with you about our services and the needs you anticipate immediately or in the future.

Sincerely,



Jennifer A. Lilley, AICP
President

Lilley Planning Group, Inc.
138 W Amerige
Fullerton, California 92832
www.lilleyplanning.com

Company Profile

The Lilley Planning Group is a full service, professional planning firm providing land use, environmental and on-site planning consulting exclusively to public agencies throughout California. Our mission is to provide outstanding, quality service to the clients and the communities we serve and ensure that we add value and make a positive impression with each assignment.

Jennifer Lilley, AICP, President of the firm, has been a professional planner for over twenty-four years and has focused the last twenty years of her career assisting more than 50 agencies with their planning needs. Because of our extensive experience and exclusive dedication to provide planning staff to public agencies, Lilley Planning is uniquely qualified to provide on-call services. We have assembled a team of experienced professionals to deliver high quality contract services. All of our staff has professional planning experience in the public sector, giving them a unique and thorough understanding of the processes we will be implementing and the challenges faced in city planning departments.

We have a proven track record providing professionals that have the technical competency to meet the requested services of our clients as well as the ability to fit into the organization that they are assigned. We believe you will find that we employ highly qualified and experienced professionals whose skills, qualifications and previous responsibilities are a strong match to the needs of any agency. We do this by employing the following practices:

- Our clients have the opportunity to interview our staff before they are assigned.
- Our planners have experience working for public agencies prior to working with us.
- The Lilley Planning Group knows that our reputation is our most valuable asset. To protect it we do not over commit our staff and we only commit to work that our staff has the qualifications to perform.

- Our staff maintains their professional development and we provide extensive training in project management, land use law, CEQA, writing and public presentations skills.
- We maintain regular office hours to be accessible and available when needed.
- We consistently meet departmental standards including: deadlines, quality of work products, courtesy and accessibility, accuracy of reports and information given to the public, and responsiveness by gaining a firm understanding of expectations and maintaining consistent communication with our clients.
- The Lilley Planning Group is committed to providing planning services that are cost effective while maintaining productivity standards.

Added benefit of using the Lilley Planning Group:

- Our firm only bills for the time our staff spends doing the work of the city. We do not bill you for invoice preparation, supervision or training of our team, travel, our administrative functions or our internal management.
- We do not charge our clients for commuting, clerical service, resolving issues or meeting to discuss assignments with our Contract Manager.
- Our invoices will provide for you a review of the case history, summary of the total amount of time and cost incurred and the remaining funds available on account to keep applicants and city staff apprised of the status of each project.
- We meet all deadlines and standards of quality for the client.
- Our staff integrates seamlessly into department operations.
- We effectively contain consulting costs and provide billing support for the city's cost recovery system.
- We have established excellent customer relations on behalf of the city with citizens and applicants.
- We work to ensure we never have even the appearance of conflicts of interest.

Services

Planning Services: we provide on-call staff on an as-needed basis to public agencies. We employ journey level experienced assistant, associate and senior level staff available for part-time and/or full-time work. We also have seasoned professionals available to provide interim management for planning, community development or city management assignments. Our staff is experienced with both advanced and current planning assignments. We offer environmental analysis, review, documentation and management. We manage cases and conduct all levels of review from field inspections, plan analysis, production of reports and resolutions, develop recommendations and supporting findings for action by staff or city officials. We provide entitlement processing for conditional use permits, site development permits, subdivision maps, sign programs, variances and other discretionary and administrative applications. We are skilled at working with applicants to help them find solutions to meet the code or conform to design guidelines or other special policies. We approach this work by:

- Reviewing and processing all aspects of current planning applications
- Advising and assisting the public and other City departments
- Assisting with issues and problems for projects
- Assisting with establishing General Plan goals, policies and implementation programs
- Reviewing, analyzing and coordinating related planning activities
- Preparing written staff reports for consideration by the Commissions and City Council
- Managing all aspects of assigned projects including noticing and CEQA
- Conducting research and special studies
- Prepare zoning code amendments, General Plan updates and other policy documents as necessary, including research and public workshops
- Attend and make presentations to the Planning Commission and/or City Council and respond to questions as requested
- Provide guidance and oversight to City Planning staff.

- We offer interns to assist cities at no charge and with our supervision.

Building Services: We offer our clients full building department, plan check and inspection services including:

- **Department Counter Services:** our staff offer customer-oriented assistance to the general public with filing applications and submitting necessary documents for all building department services and permits, to ensure compliance with applicable laws, codes and ordinances. We work with the public to help them with their requests, solve issues and find appropriate options where possible.
- **Plan Check Services:** we have capable and knowledgeable professionals that can consultation with the public and contractors as needed to assist in the design process. Plan checking is completed in a professional, efficient, and accurate manner and accordance with all state and federal regulations, as well as codes and ordinances adopted by City.
- **Inspections:** our field team is knowledgeable with what it takes to review the work in the field for compliance with approved plans, as well as all federal, state and local codes, ordinances or regulations. We represent the City and ensure that we are customer-friendly and compliance based. Problem solving and creative where possible and professional and approachable at all times.
- **Review of Documents:** all certifications, test reports, manufacturers' specifications, surveys and any other applicable documents will be collected, reviewed and utilized to assure the proper use of methods and materials during the construction process will be ensured through our team. We take steps to properly record our findings and maintain records for future information.
- **Record Keeping:** plan and permit files will be maintained in an organized and accessible manner. All original plans and permit records will be kept in City offices at all time and logs and communication is maintained to ensure that other staff has the ability to find necessary documents in our absence.

- **Interlacing with Other Agencies:** our team has strong relationships in the industry and offer our clients productive interface with other agencies to obtain approvals prior to issuance of permits when it is determined that the scope of work proposed falls in port within the jurisdiction of other agencies.
- **Public Relations/City Representations:** we take great pride in representing our clients. All interaction with the public and any other public agency will be provided with professionalism and in a manner that best represents your agency. Our staff ensure that all technical interpretations are made in a professional and courteous manner, whether in the office, field, or at public hearings.

Code Compliance/Enforcement Services: our professional staff has worked in municipal government throughout the State of California for many years. We have the ability to come into your organization and make interpretations, findings and assessments for code compliance cases. Some of our clients are very proactive when it comes to enforcement and some prefer to take a more reactive approach. Our team is familiar with the steps, process and approach in either case. They will work to ensure the issues are addressed in a professional manner, with respectful and productive tools to achieve the best results. Any written communications will take the tone and style of your organization to reflect the intention of the organization. We use clear language that is information and helpful while including code references to provide context and clarification where appropriate. Our team has provided field inspections, meetings and site visits for many years on complex and simple code issues and we work to resolve the matter in a timely and productive manner. Finally, we ensure that proper and accurate records are kept consistently and comprehensively throughout all cases. This ensures that there are appropriate means to follow the process, understand all the steps that have been taken and provide the necessary follow up along the way. We are comfortable working with other city departments including: planning, building, engineering, fire, police, finance, city attorney or the City manager's office when necessary to bring all the right people into the matter to

ensure a complete resolution is found.

Environmental Review: we prepare initial studies, negative declarations, environmental impact reports and mitigation monitoring programs. We provide peer review of other agency documents and prepare responses to comments and conduct scoping meetings with the public and stakeholder groups.

Project Management: we proactively manage our caseload to ensure that all deadlines are kept and projects stay on schedule. 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 ensure that all files and plans are kept in your offices. We create a tracking log so that anyone in the city can identify where a case is in the process and what deadlines and next steps are necessary. We also ensure that we keep an accurate log of communications with the applicants so that we have backup if there is a question on information provided.

Customer Service: our staff sees this as their top priority. We take responsibility for each visitor to City Hall and take pleasure in ensuring that they have the information they need. Our team compiles a procedure handbook for each city we serve so that we have the ability to know special policies, processes and responses to inquiries at a glance. These handbooks are provided for each of our clients so they have them as a resource for new staff in the future as well.

Specialized Expertise: we offer a highly capable team of professionals that are specialists in grant writing, design review, housing and CDBG program administration, building plan review, engineering services, redevelopment staffing, meeting transcription, administrative support, historic preservation and architectural review.

Professional Development Training: We believe that professional development is a high priority and are always looking for opportunities to contribute to the professional growth and development of others. Our firm has taken best practices that are in use throughout the industry and have developed a series of training programs that are geared to the public sector. As an added value to the clients that we serve we offer one free training for staff and/or planning commissioners annually at no charge. We provide the handouts, curriculum, presentation materials and even participation prizes at no additional cost to our clients. We believe this is a service that we can provide to add value to the organizations that we have the privilege of serving.

We use fresh, interactive, engaging methods of training and offer hands on experience with the topics covered. Our trainings are relevant and interesting so that participants walk away prepared and with the skills they need to be successful. Some of the topics that we have developed include:

- Customer Service
- Improving Public Speaking/Presentation Skills
- Fine Tuning and Improving Report Writing
- Conflict Management and Dispute Resolution
- New Commissioner/Councilmember Training
- Ethics
- Effective Negotiating Techniques and Tools
- Goal Setting
- Creating an Effective Public Outreach
- Becoming an Outstanding Project/Case Manager
- Dealing with Difficult People

Facilitation/Public Outreach: we have provided facilitation and public outreach to many different groups throughout California and share with our clients the tools and techniques that are most effective. We enjoy working with people and we see the public as a useful resource and not a barrier to the public process. As a facilitator, we are neutral and our role is to lead the discussion, to listen to input and learn from the experts, the citizens. Our goal as the facilitator is to spend more time listening and less time talking. The Lilley Planning Group has trained and experienced professional facilitators on our team that are available to help your community with public outreach efforts of any kind. We have provided this service for small groups dealing with neighborhood issues to large visioning efforts with more than 500 participants.

We have provided recent facilitation and training services to the County of Sonoma, City of Citrus Heights, City of Fullerton, City of Ventura, City of Anaheim, County of Ventura – Harbor Commission, Pasadena Heritage, Pasadena Playhouse District Association, County of Los Angeles Bike Coalition, City of Glendale, and City of San Gabriel. The following is an overview of the services we offer as part of our public outreach efforts:

- Planning and preparing for community meetings;
- Developing materials, agenda, scripts, guidelines for participants and staff, presentation tools and time blocking of the event;
- Holding and leading team meetings to ensure that all steps have been considered and the event is well thought through and the program is thoroughly developed;
- Training other facilitators and conducting walk through and Q&A's on the agenda and the recording steps if necessary;
- Room set-up and preparation to ensure that all accommodations have been considered, that the room is conducive to the audience that is expected and that the audio and visual needs have been addressed;
- Guiding participants through interactive agendas and meeting materials;
- Leading keypad polling and respond to technical issues and other changes in real time;
- Providing problem solving and feedback to all team members including technical support, facilitators and recorders throughout the event;

- Soliciting feedback from table participants and clarifying with them to ensure we have captured their feedback;
- Conducting follow up evaluation meetings to review progress and make adjustments prior to next steps;
- Preparing follow up materials and conducting debrief following the event; and
- Preparing summary reports and recommendations.

REFERENCES

The following are some of the public agencies we have provided services for over the last year. Additional references can be provided upon request. We have maintained a solid reputation for providing outstanding service with all the clients we have served. We are proud of the relationships that we have built.

Service Information	Reference Information
<p>Service: On-Call Planning Services – Customer Service, Discretionary Case Management.</p>	<p>City of Mission Viejo Ms. Elaine Lister Planning Manager 949-470-3024 200 Civic Center Mission Viejo, CA 92691 elister@cityofmissionviejo.org</p>
<p>Service: On-Call Planning Services – Discretionary Case Management, Environmental Documentation, Project Management, Special Projects.</p>	<p>City of West Hollywood Mr. John Keho Planning Manager 323.848.6393 8300 Santa Monica Boulevard West Hollywood, CA 90069 jkeho@weho.org</p>
<p>Service: On-Call Planning Services – Discretionary Case Management, Environmental Documentation, Project Management, Special Projects.</p>	<p>City of Beverly Hills Mr. Jonathan Lait Planning Manager 310-285-1118 455 North Rexford Drive Beverly Hills, CA 90210 jlait@beverlyhills.org</p>
<p>Service: On-Call Staffing, Policy Document Preparation, Project Management, Zoning Code/General Plan Preparation, Facilitation Services – Facilitation, Recommendations.</p>	<p>City of Villa Park Mr. Jarad Hildenbrand City Manager 714.998.1500 17855 Santiago Boulevard Villa Park, CA 92861 jhildenbrand@villapark.org</p>
<p>Service: On-Call Planning Services, Project Management, CEQA, Special Projects.</p>	<p>City of Orange Ms. Alice Angus Community Development Director 714-744-7242 300 East Chapman Avenue Orange, CA 92866 aangus@cityaforange.org</p>
<p>Service: On-Call Services.</p>	<p>City of Oceanside Mr. Richard Greenbauer Senior Planner 760-435-3519 300 North Coast Highway Oceanside, CA rgreenbauer@ci.oceanside.ca.us</p>

Service Information	Reference Information
<p>Service: On-Call Services, Policy Document Preparation, Project Management, Zoning Code/General Plan Consistency Study, Facilitation Services – Strategic Planning, Recommendations</p>	<p>City of San Gabriel Mr. Steven Preston, FAICP City Manager 626.308.2806 425 Mission Avenue San Gabriel, CA 91776 Spreston@sgch.org</p>
<p>Service: On-Call Planning Services – Customer Service, Discretionary Case Management and Other Related Services.</p>	<p>City of Brea Mr. David Crabtree, AICP Deputy Development Services Director/ City Planner 714.990.7674 One Civic Center Circle Brea, CA 92821 dcrabtree@ci.brea.ca.us</p>
<p>Services: On-Call Services, Special Studies, Design Guidelines and Conformance Policies</p>	<p>City of Lake Forest – Redevelopment Agency Mr. David Belmer Assistant City Manager 949.461.3567 25550 Commercentre Drive Suite 100 Lake Forest, CA 92630 dbelmer@lakeforestca.gov</p>
<p>Services: On-Call Services.</p>	<p>City of Lake Forest – Dev. Services Department Ms. Gayle Ackerman Director 949.461.3500 25550 Commercentre Drive Suite 100 Lake Forest, CA 92630 gackerman@lakeforestca.gov</p>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
11/07/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Heffernan Professional Practice Insurance Brokers License No. 0564249 6 Hutton Centre Dr., Suite 500 Santa Ana, CA 92707	CONTACT NAME: Diana Chau		
	PHONE (A/C, No, Ext): 714-361-7700	FAX (A/C, No): 714-361-7701	
	EMAIL ADDRESS: DianaC@heffins.com		
INSURED Lilley Planning Group Inc. 138 W. Amerige Fullerton, CA 92832	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A:	Travelers Property Casualty Co.	25674
	INSURER B:	Travelers Indemnity Co. of CT	25682
	INSURER C:	Continental Casualty Co.	20443
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		6808337X973	09/19/2013	09/19/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COM/POP AGG	\$4,000,000
								\$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6808337X973	09/19/2013	09/19/2014	COMBINED SINGLE LIMIT (Ea accident)	\$INCL IN GL
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			N/A			EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB4000T274	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	PROFESSIONAL LIABILITY	N/A		MCH288275433	09/19/2012	09/19/2014	PER CLAIM AGGREGATE	\$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Projects as on file with the insured. City of Costa Mesa is named as additional insured on General Liability policy per attached endorsement - See attached endorsement.

CERTIFICATE HOLDER City of Costa Mesa Jennifer Sommers/Risk Mgmt. 77 Fair Drive Costa Mesa, CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph B. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the

"personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

EXHIBIT B
FEE SCHEDULE

SCHEDULE OF FEES

The Lilley Planning Group will perform consulting services at the following hourly rates:

Planning		
	Senior Planner (25 years experience)	\$90.00

We do not mark up any reimbursable expenses or have any additional expenses related to travel, mileage or administrative services that we pass on to our clients.

EXHIBIT C
PROJECT SCHEDULE

Full time planning services to be provided from November 19, 2013 to May 19, 2014

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

CITY OF COSTA MESA, CALIFORNIA

C O U N C I L P O L I C Y

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - B. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - C. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.