

18) **Professional Services Agreement with Michael Baker International Inc. for On-call Contract Planning Services**

Approve and authorize the City Manager to execute an Agreement for Professional Services with Michael Baker International Inc. to provide on-call contract planning services in the amount of \$280,800, in such final form as approved by City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Damaris Abraham, Assistant Community Development Director

Date: January 9, 2024

Subject: Professional Services Agreement with Michael Baker International Inc. for On-call Contract Planning Services

Recommendation

Approve and authorize the City Manager to execute an Agreement for Professional Services with Michael Baker International Inc. to provide on-call contract planning services in the amount of \$280,800, in such final form as approved by City Attorney.

Background

The Planning Division of the Community Development Department operates to assist citizens, businesses, and City departments to ensure that land use complies with the General Plan and Zoning regulations and meets the needs of the City and its citizens. Currently, the Planning Division has vacant positions. Michael Baker International Inc. (Michael Baker) will provide on-call planning services to allow the department to continue to provide the needed customer service to the public while the full-time positions are being filled.

Discussion

Michael Baker will provide on-call planning services which will include a combination of in-person and remote support services. Michael Baker will provide contract planning services at a Senior/Project Manager level to assist both the Advanced Planning Section as well as the Current Section in the technical review and evaluation of a wide variety of discretionary land development applications.

The planning functions that will be performed by the contract planner(s) will include the following:

- Review, analyze and process discretionary cases consistent with City codes, policies, and standards.
- Provide direction to the City's consultant regarding the General Plan Update.
- Provide direction to junior staff regarding industry best practices.

- Prepare environmental analysis, including, but not limited to, Initial Studies and Negative Declarations, as required by the California Environmental Quality Act (CEQA).
- Prepare and file Notice of Determination (NOD) Notice of Exemption (NOE).
- Coordinate the preparation and filing of all required notices.
- Provide Plan check services
- Route plans to City departments; consolidate comments; and present recommendations and revisions to the applicant.
- Review proposed development plans for compliance with City's General Plan, Zoning Ordinance, and any applicable design guidelines.
- Coordinate the City's interdepartmental review of proposed projects which would include interaction with various homeowner associations and other interest groups.
- Meet and/or teleconference with staff and/or the applicant as necessary to identify and discuss critical items and develop workable solutions, as necessary.
- Prepare staff reports, for consideration and action by the appropriate decision-making bodies.
- Prepare resolutions and/or ordinances related to proposed development projects.

Fiscal Impact

The cost for these services will be paid from salary savings and no General Funds shall be used to pay for said services.

Attachments

Attachment 1 – Agreement
Exhibit A - Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

MICHAEL BAKER INTERNATIONAL

ON-CALL CONTRACT PLANNING SERVICES

This Agreement for Professional Services (the "Agreement") is made and entered into as of January 9, 2024, by and between the City of Lake Elsinore, a municipal corporation ("City") and , a Michael Baker International, Inc., a California Corporation ("Consultant").

RECITALS

A. The City has determined that it requires the following professional services:

On-call Planning services.

B. Consultant has submitted to City a proposal, dated November 16, 2023, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Two hundred eighty thousand and eight hundred dollars (\$280,800.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, 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.

10. 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.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered

by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of

law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Consultant: Michael Baker International, Inc
Attn: William Hoose
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to

make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Michael Baker International, Inc., a Corporation

City Manager

By: William Hoose
Its: Office Executive/Vice President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Consultant’s Proposal
Exhibit B – List of Subcontractors

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]

PROPOSAL FOR CONTRACT PLANNING SERVICES (AGENCY STAFFING)



CITY OF
LAKE ELSINORE

Michael Baker
INTERNATIONAL



November 16, 2023



MBAKERINTL.COM

Submitted by:
Michael Baker International
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806
Phone: (562) 200-7165
Fax: (562) 200-1766

November 16, 2023

Damaris Abraham, Assistant Community Development Director
CITY OF LAKE ELSINORE
Community Development Department
130 S. Main Street
Lake Elsinore, California 92530

RE: PROPOSAL FOR CONTRACT PLANNING SERVICES (AGENCY STAFFING)

Dear Ms. Abraham:

Michael Baker International (Michael Baker) is pleased to submit this proposal to provide professional on-call contract planning services to the City of Lake Elsinore. Michael Baker is a recognized industry leader in providing Contract Planning Services and other contract support services to California cities and counties and has provided these services to numerous municipalities throughout California on an on-call and as-needed basis. Through our broad and varied experience providing assistance over multiple jurisdictions, we have developed a unique perspective on how to deliver these services efficiently. We value that perspective and use it to make a difference within the communities we serve; we go where we are needed, helping cities deal with the ebb and flow of ever changing state and federal mandates, and local priorities, all while maintaining our commitment to provide exceptional customer service.

We structure contracts to match an agency's needs; this can include provision of just one contract staff employee on a part-time and short-term basis or provision of multiple staff to cover an entire department's needs on a long-term basis. We can provide entry-level staff or experienced managers, and we build flexibility into our contract work programs to better respond to what sometimes can be a fluctuating workload, resulting in cost savings for our clients. All our team members have extensive experience providing short- and long-term staffing services to municipalities, and the expertise necessary to address the needs of any type of application or project. Our Department Manager in charge of Contract Planning Services, Aaron Lobliner, will provide direct oversight of our contract planning staff and the work performed for the City. Our team has access to the technical resources and support of Michael Baker's 3,500+ person organization, and we will draw on those resources as necessary in our service delivery.

We hope to have the opportunity work in support of the City of Lake Elsinore as you strive to provide the City's residents and businesses with a high level of professional service. We believe that our team's benefits and strengths provide us with the highest level of qualifications to meet your immediate needs.

Michael Baker International

3760 Kilroy Airport Way, Suite 270 • Long Beach, CA 90806 • Phone: (562) 200-7165 • Fax: (562) 200-1766

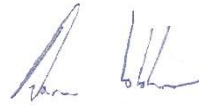
We appreciate the opportunity to offer our professional planning services to the City of Lake Elsinore and look forward to you assisting with your planning needs. Mr. Aaron Lobliner is the Department Manager for Agency Staffing and will serve as your primary point of contact. Mr. William Hoose is our Long Beach Office Executive and has the authority to bind the firm to proposals and execute agreements. William can be reached at (562) 200-7169 or william.hoose@mbakerintl.com.

If you have any questions or need additional information, please contact Aaron Lobliner, Agency Staffing Division Manager at (562) 714-4079 or aaron.lobliner@mbakerintl.com.

Sincerely,



William Hoose
Office Executive/Vice President



Aaron Lobliner
Department Manager

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1.0 EXECUTIVE SUMMARY

Michael Baker International (Michael Baker) is a leader in engineering, planning, and professional services consulting with a local focus and global expertise. Michael Baker has 100 offices and over 3,500 employees worldwide and offers innovative solutions, technical expertise, and responsive project management. The company provides comprehensive services in support of federal, state, and municipal governments, utility agencies, and private developers in a host of professional disciplines including but not limited to the following:

- Land use planning
- Environmental analysis and compliance services
- Urban design
- Public outreach and engagement
- Housing and community development
- Landscape architecture and architecture

Our approach to assisting the City of Lake Elsinore is to work in close cooperation with the City as a seamless extension of your own staff. Our planners bring significant experience to their work having provided similar services to various other cities within California. We will work with City staff to fully understand not only the specifics of the projects we are assigned but the history and background that will help us to create an analysis and recommendation that reflects City policies and practices.

The work provided for this on-call contract with the City of Lake Elsinore will be managed from Michael Baker's Long Beach office with technical support from our other regional and statewide offices, as needed. In addition, we have experts across the U.S. that we can draw upon if requested. The Long Beach office's current workload is well organized and local staff will make themselves available to devote their time to the City for the duration of this contract. Our adaptability allows us to respond quickly and mobilize for meetings and field work in a short amount of time, when necessary.

2.0 CAPABILITIES

In California, Michael Baker has more than 600 employees, and nearly 200 of those are in planning and planning support services. This makes us one of the largest planning services firms in the state. Our Long Beach office, which is the office submitting this letter proposal, was established in 2013 and is committed to serving the needs of our local clients across Southern California.

Our staff includes current, advanced, housing, and environmental planners, urban designers, architects, engineers, landscape, and other technical specialists to assist with projects. We have professionals with the experience to ensure a quality and timely response to any issue that might arise during a project.

Public agencies, such as the cities and counties listed below, have found the use of Michael Baker contract staff to be an efficient and effective way to deal with fluctuating workloads, state and federal mandates, and local priorities—all while finding ways to continue to provide effective and reliable customer service.

Agency Staffing Services				
Cities	Cities	Cities	Cities	Counties
Avalon	Grand Terrace	Oakland	San Mateo	Contra Costa
Belvedere	Greenfield	Orinda	Santa Paula	Marin
Blythe	Half Moon Bay	Pacific Grove	San Rafael	Monterey
Burbank	Hawthorne	Palmdale	San Ramon	Riverside
Calimesa	Laguna Woods	Palos Verdes Estates	Sand City	Santa Clara
Capitola	Livermore	Pasadena	Santa Rosa	Solano
Chino Hills	Long Beach	Pinole	Sausalito	San Bernardino
Citrus Heights	Marina	Pittsburg	Seaside	
Clayton	Martinez	Rancho Cordova	Sierra Madre	
Eastvale	Monrovia	Rancho Cucamonga	Ventura	
El Segundo	Mountain View	Rolling Hills	West Hollywood	

3.0 REFERENCES AND PROJECT EXPERIENCE

A limited selection of recent assignments with client references is provided below.

Reference / Contact Information	Planning Services Scope of Work and Personnel
City of Long Beach Alison Spindler-Ruiz, Planning Bureau Manager Phone (562) 570-6946 Email alison.spindler-ruiz@longbeach.gov	Provide assistance with the processing of discretionary land use entitlements under a multi-year, on-call planning services contract. Michael Baker planners provide coverage for phones and the public counter and processes ministerial permits and discretionary entitlements including CUPs, Variances, Wireless permits, etc. Dates: 2020-Ongoing Staff: Aaron Lobliner, Baltazar Barrios
City of Chino Hills Nicholas Ligouri, Community Development Director (909) 364-2740 ilombardo@chinohills.org	Process tract design review applications, final tract maps, grading plans, specific plans, variances, CUPs, wireless permits, city park plans and landscape plans and provides on-going management of post-entitlement compliance with conditions of approval and mitigation measures and monitoring requirements. Dates: January 2014-Ongoing Staff: Kim Zuppiger
City of Santa Ana Ali Pezeshkepour, Principal Planner (714) 647-5882 APezeshkepour@santa-ana.org	Provide counter support and process accessory dwelling unit applications, sign permits, home occupation permits, minor variances, commercial facade update permits, new single family home applications, and special event permits. Dates: 2020-Ongoing Staff: Jeffery Graham
City of San Juan Capistrano Joel Rojas Community Development Director (949) 234-4410 Jrojas@SanJuanCapistrano.org	Provide Senior Planner support services for the City including performing plan checks, writing staff reports for discretionary applications (Conditional Use Permits, Architectural Control permits, Grading Permits, and Zone Variances), and taking projects to Planning Commission/Zoning Administrator Dates: 2021-Ongoing Staff: Jeffrey Graham

4.0 SCOPE OF SERVICES

Michael Baker understands that the City of Lake Elsinore has a need for contract planning services at a Senior/Project Manager level. The City needs a planner who can lead and train junior staff, and staff who can work with the City's consultant on the General Plan Update being undertaken by a separate consultant. Michael Baker would like to propose a team of Gina Gibson Williams, Tamara Harrison, Haide Aguirre, and Jeffrey Graham to fill the requested roles. Gina would fulfill the leadership role, overseeing Lake Elsinore's junior staff, and delegating tasks to Tamara, Haide, and Jeffrey regarding the General Plan Update as needed. Michael Baker proposes for 16 hour a week in-person services to be provided by Gina, and up to 8 hours a week to be provided by the combination of Tamara, Haide, and Jeffrey remotely, from mid-December to June 30, 2024 and beyond. Additionally, should the City seek additional support, Michael Baker International is prepared to recruit and place additional staff at the City as the project budget permits. We are committed to working closely with each applicant, and City staff to ensure that each application/project is managed expeditiously and efficiently through to completion.

In summary, the planning functions that will be performed by the contract planner(s) may include the following:

- Review, analyze and process discretionary cases consistent with City codes, policies and standards.
- Provide direction to the City's consultant regarding the General Plan Update.
- Provide direction to junior staff regarding industry best practices.
- Prepare environmental analysis, including, but not limited to, Initial Studies and Negative Declarations, as required by the California Environmental Quality Act (CEQA).
- Prepare and file Notice of Determination (NOD) Notice of Exemption (NOE).
- Process Conditional Use Permits,
- Assist with Capital Improvement Projects.
- Coordinate the preparation and filing of all required notices.
- Process development applications that are developer funded.
- Provide Plan check services
- Route plans to City departments; consolidate comments; and present recommendations and revisions to the applicant.
- Review proposed development plans for compliance with City's General Plan, Zoning Ordinance, and any applicable design guidelines.
- Conduct project site visits and communicate directly with applicants regarding the specific requirements and/or information necessary to process applications.

- Coordinate the City's interdepartmental review of proposed projects which would include interaction with various homeowner associations and other interest groups.
- Meet and/or teleconference with staff and/or the applicant as necessary to identify and discuss critical items and develop workable solutions, as necessary.
- Prepare staff reports, for consideration and action by the appropriate decision-making bodies.
- Prepare resolutions and/or ordinances related to proposed development projects.
- Prepare and coordinate the posting, publication and mailing of all required public notices.
- Perform other related duties as assigned by the Community Development Director.

5.0 REPRESENTATIVE AND CONSULTANT TEAM

Our Michael Baker team has a wide range of experience covering technical review and evaluation of a wide variety of discretionary land development applications. In Southern California we have been actively engaged with many communities ranging from big to small including ongoing services to the Cities of Long Beach, Pasadena, Hawthorne, Palos Verdes Estates, Rolling Hills, Chino Hills, Santa Paula, Thousand Oaks, etc.

Michael Baker has a full range of planners available to provide the as-needed services being requested by the City, from assistant to principal planners. City staff will have the opportunity to review resumes and interview any staff before they are assigned to begin work on this assignment. Mr. Lobliner will provide oversight for the Michael Baker project team, and ensure the team has what is needed to successfully deliver services to the City of Lake Elsinore. Our key team members are as follows:

- **Planning Services Director:** Mr. Lobliner will serve as the Planning Services Director for on-call planning services to the City of Lake Elsinore. When the City has a request for service, Mr. Lobliner will assign the appropriate level of planner to serve as the case planner for each project commensurate with the complexity of the development application being processed. Mr. Lobliner will provide oversight for the Michael Baker project team, and ensure the team has what is needed to successfully deliver services to the City.
- **Project Managers:** Mr. Lobliner will be supported by a dedicated team of Project Managers, including Gina Gibson-Williams, Tamara Harrison, Haide Agguire, and Jeffrey Graham, as well as support from associate and assistant planners to ensure that the City has a deep bench of management staff available to respond

quickly to any request. Resumes for our key staff members are provided in Attachment A.

5.1 Key Staff Members

Name/Role	Years of Experience	Planning/Land Use Experience	Office Location
Aaron Lobliner, Program Manager and Primary Point of Contact	16 years	Manages the Long Beach Office Planning Services Department and oversees the Agency Staff with preparation of a wide range of projects, including land development/ entitlement projects, land use plans/program.	Long Beach, CA
Gina Gibson-Williams, Principal Planner	30+ years	Process tract maps, parcel maps, residential, commercial, industrial, and mixed-use entitlements, Specific Plans, Master Plans, Zone Change and General Plan Amendments, skilled in review of CEQA documentation.	Riverside, CA
Tamara Harrison, Principal Planner	18+ years	Process tract maps, parcel maps, residential, commercial, industrial, and mixed-use entitlements, Specific Plans, Master Plans, Zone Change and General Plan Amendments, skilled in review of CEQA documentation.	Temecula, CA
Haide Aguirre, Senior Planner	8 years	Process entitlements for a variety development projects including Zone Changes, General Plan Amendments, Housing element updates.	Temecula, CA

Name/Role	Years of Experience	Planning/Land Use Experience	Office Location
Jeffrey Graham, Senior Planner	6 years	Process entitlements for a variety development projects including Zone Changes, General Plan Amendments, Prepared Objective Design Standards for Specific Plans, counter management.	Long Beach, CA

6.0 PRICING

Michael Baker is proposing to provide the requested services on an hourly basis. Our Principal Planners would be billed at a rate of \$190 dollars per hour, and our Senior Planner would be billed at a rate of \$160 dollars per hour, consistent with our rate sheet below. The hourly rates are fully burdened, and the City will only be billed for hours worked by our staff on-site at Lake Elsinore's City Hall, or remotely as authorized by the City. The workload would consist of a combination of day-to-day services to fill staff vacancies, developer-funded (i.e., cost-recovery) projects, and long-range planning assistance funded with General Plan maintenance fees. Discrete not-to-exceed budgets would be established in the contract(s) for each of these roles.

The City will be billed monthly for services rendered, with invoices clearly identifying the number of hours worked by project and what was done. Michael Baker's Oracle Human Capital Management (HCM) financial software will allow project costs to be tracked and billed by designated task, if desired. Our 2023 Fee Schedule is shown below.

2023 RATE SHEET

Effective January 2023 through December 2023

Comprehensive Planning Services

Project Director/Advisor	\$225 - \$325
Principal Planner	\$180 - \$225
Senior Planner	\$130 - \$180
Associate Planner	\$105 - \$125
Assistant Planner	\$95 - \$105
Planning Technician	\$85 - \$95

Rates are subject to a 3% annual increase.

ATTACHMENT A: PLANNING SERVICES STAFF RESUMES

AARON LOBLINER

Department Manager- Agency Staffing

General Qualifications

Mr. Lobliner has over 16 years of experience in the land use planning and development field, in both the public and private sector sides of planning. He is skilled in customer service, technical/staff report writing, plan review, presentations to public hearing boards, working on large-scale tract developments, contract staffing, entitlements, ordinance writing and permitting.

Years of Experience: 16

Degrees

B.S., Urban and Regional
Planning, California State
Polytechnic University, Pomona

Relevant Experience

Michael Baker International, Planning Associate(2016-2018), Senior Planner (2018-21), Leadership Associate (2021-23), Department Manager (2023-present). Served as a contract Senior planner for the City of Palos Verdes Estates, Rancho Palos Verdes, Bell, Long Beach and Eastvale. Served as a contract associate planner for the Cities of Chino Hills, Industry and Laguna Woods. Served as case planner on a 1,080,060 square foot industrial project that required a General Plan Amendment, Zone Change, Tentative Parcel Map, Variance, taking the project through Planning Commission and City Council hearings, and the preparation of an Environmental Impact Report with statement of overriding considerations

Project Assistant, MIG*. Served as a contract assistant planner for the Cities of Westminster, San Marino, and Rancho Santa Margarita, providing services including counter services, design review of residential and commercial projects, relaying development standards to property owners and businesses, and processing land use entitlements including conditional use permits and variances. Served as a contract planner for the County of Orange, conducting permit processing services for the Rancho Mission Viejo development and reviewing development projects in the county unincorporated areas.

Land Use Planning Assistant*. Prepared applications/staff reports for conditional use permits and plan approvals. Conferred with applicants on conditions of approval and compliance measures. Conducted research related to permit and entitlement issues for potential developments.

City of Downey, Planning Intern*. Served as the primary public contact, via phone, e-mail, or in person, regarding land use issues in the city. Reviewed projects in plan check for compliance with the Zoning Code and General Plan. Completed assignments to assist various departments, including Building and Safety and Economic Development. Processed temporary use permits, prepared staff reports and presentations, and presented before a public hearing board. Drafted grant applications for funding from state agencies.

City of San Bernardino, Planning Aide*. Processed various planning applications as case planner including a conditional use permit, development permits, sign permits, and zoning verifications. Coordinated inspections with code enforcement officers to review businesses' compliance with conditions of approval for conditional use permits. Assisted the Planning Division with various assignments in the development of transit-oriented development districts. Summarized existing code sections for review to determine possible future text amendments.

City of Arcadia, Planning Intern*. Processed various planning-related applications including variances, tract maps, and parcel maps. Reviewed projects at the planning counter and issued administrative approvals. Completed various assignments as part of efforts to establish a Business Improvement District.

City of Norwalk, Planning Intern*. Processed applications for various permits including new houses, and wireless facilities. Prepared various environmental documents, including initial studies and negative declarations. Assisted code enforcement officers in reviewing existing cases for issues related to Zoning Code compliance.

*All work prior to working with Michael Baker International

Gina Gibson-Williams

Principal Planner-Subconsultant

GENERAL QUALIFICATIONS

Ms. Gibson-Williams is a Principal Planner, serving as a subconsultant with Michael Baker's Long Beach Office. Ms. Gibson-Williams brings significant planning experience in municipal operations, experience with General Plan Updates, large scale development, economic development, and overall functions of a planning department.

Years of experience: 31

Education:

M.P.A., CA Baptist University

B.A., Geography, CSULB

University of California, Los Angeles

RELEVANT EXPERIENCE

City of Eastvale* Gina served as Community Development Director for the City of 70,000. Oversight of Community Development Department, (Planning, Engineering, Public Works, CIP, Economic Development, Maintenance, Landscaping, Code Enforcement, Building, CDBG); Assist City Manager in implementing Strategic Plan goals set by City Council; Oversee \$8 million contract for professional service; Convert 24 contract positions to City staff in 1.5 years; Recruit, hire, train & mentor a team of 24 professional staff; Prepare & administer \$16 million department & CIP budget; Support to City Council, Planning Commission; Real Property & Civic Center Council Ad Hoc Committees; Liaison to jurisdictional agencies. Establish a downtown core on a 158-acre former dairy. Negotiate Development Agreement & manage entitlement (Master Plan, Subdivision, CEQA, Fiscal Impact Analysis & appraisals) for a City Hall, Library, Police Station, Fire Station, amphitheater, parks, 2,500 homes, mixed-use, hotel & 595,000 square feet of commercial/ retail/office space. Responsible for \$108 million Civic Center design & construction; Marketing, sale, and lease of 14-acre city-controlled land in the downtown core.

City of Rialto* Ms. Gibson-Williams served as Planning Director for a City of 100,000 people, providing oversight of Planning & Licensing Divisions; Recruit, hire, train & mentor 8 professional & administrative staff; Prepare & administer \$5 million division budget; City Liaison at International Shopping Center Conference (ICSC) to attract retail & restaurant opportunities; Planning Liaison to Economic Development AD Hoc Committee; Manage & coordinate entitlement & CEQA process for: Island Annexations; County Landfill expansion; Airport re-use (Renaissance) project, 430,000 square foot Renaissance Marketplace & theatre; Lytle Creek 2,500-acre planned community; 3.3 million square foot distribution facility (Target Corporation); 132-unit senior housing project (TELACU); Pepper Avenue & Foothill Specific Plans; Analyze projects for conformance to City Development Code; Resolve highly complex land use & environmental issues (traffic, noise, circulation, design, compatibility); Conduct community meetings; Conduct Planning Commission & Development Review Committee meetings; Manage consultant contracts; Analyze site design & advise clients

of development opportunities, constraints & strategies; Act as liaison to public, developer, staff, agencies, City Manager, Commissions, Council.

County of San Bernardino* Managed entitlement process for 50-acre youth campground & conference center; Analyzed project for conformance to County Development Code including & technical studies (geotechnical, traffic, noise; biological); Prepared Conditional Use Permit; US Forest Service, CDFG take permit applications; Prepared Initial Study, Mitigated Negative Declaration & Mitigation Monitoring Plan; Coordinate project review with County staff, Project team & outside agencies (US Forest Service; CDFG; ACOE); Resolved complex land use & environmental issues.

City of Perris* Managed entitlement process for 1.9 million square foot warehouse distribution center (Ross); Reviewed technical studies (soils, Phase I environmental, drainage, air, traffic, biology, cultural, hydrology, & noise); Analyzed project for conformance to City Development Code; Prepared Initial Study, Mitigated Negative Declaration & Mitigation Monitoring Plan; Prepared Development Code Amendment, Zone Change, Tentative Parcel Map & Land Conservation (Williamson Act) Contract cancellation.

City of Fontana*

Managed entitlement & CEQA process for 660-unit residential subdivision (Coyote Canyon) & 240-acre mixed use business park; Coordinated annexation process with LAFCO & City.

Tamara R. Harrison

Principal Planner

General Qualifications

Ms. Harrison has over 18 years of experience as a Planner working for local governments. Over the course of her career, she has developed experience in project management, land-use/zoning, California Environmental Quality Act (CEQA) and presentations/public speaking. Her responsibilities often include project management in residential, commercial, and industrial entitlement processing, as well as general plan amendments, specific plans, and specific plan amendments. She also has experience with general plan, zoning code and housing element updates, plan check reviews and planning inspections

Relevant Experience

City of Redlands - HE. City of Redlands. Senior Planner. Responsible for drafting HE staff report and resolution, including summarizing comments from HCD.

Winchester Community Planning EIR. Riverside County. Senior Planner. Responsible for authoring a number of sections within the Draft EIR for an approximately 50,000 sq. ft. community planning area. Also reviewed and provided responses to County comments on draft sections,

Riverside County Housing Element Update. Riverside County. Planner IV. Responsible for authoring and updating various portions of the County's Housing Element, helped prepare for and attended community workshops, assisted the Project Manager as necessary and coordinated comments received from various stakeholders.

City of Fairfield On-Call. City of Fairfield. Senior Planner Responsible for the management of a variety of entitlement projects for the City of Fairfield. This includes management and coordination of reviewing agencies, coordination with applicant, review of and comments of submitted plans, preparation of public hearing package including staff report, conditions of approval, resolutions, CEQA documents and presentations before the appropriate hearing body.

City of Ventura On Call. City of Ventura. Senior Planner. Responsible for the management of a variety of entitlement projects for the City of Ventura. This includes management and coordination of reviewing agencies, coordination with applicant, review of and comments of submitted plans, preparation of public hearing packages including staff report, conditions of approval, resolutions, CEQA documents and presentations before the appropriate hearing body.

Years with Michael Baker: 3

Years of Experience: 18

Degrees

M.S.P., 2004, Urban and Regional Planning, The University of Tennessee, Knoxville

B.A., 2002, Urban Studies, The University of Tennessee, Knoxville

City of Calimesa On Call. City of Calimesa. Senior Planner. Responsible for the management of a variety of entitlement projects for the City of Calimesa. This includes management and coordination of reviewing agencies, coordination with applicant, review of and comments of submitted plans, preparation of public hearing packages including staff report, conditions of approval, resolutions, CEQA documents and presentations before the appropriate hearing body.

City of Murrieta On Call. City of Murrieta. Senior Planner. Responsible for the management of select entitlement projects for the City of Murrieta. This includes management and coordination of reviewing agencies, coordination with applicant, review of and comments of submitted plans, preparation of public hearing packages including staff report, conditions of approval, resolutions, CEQA documents and presentations before the appropriate hearing body.

City of Redlands On Call. City of Redlands. Senior Planner. Responsible for the management of a variety of entitlement projects for the City of Redlands. This includes management and coordination of reviewing agencies, coordination with applicant, review of and comments on submitted plans, preparation of public hearing packages including staff report, conditions of approval, CEQA documents and presentations before the appropriate hearing body.

On Call Peer Review Support. Riverside County. Senior Planner. Responsible for review of a range of Environmental Documents in compliance with the California Environmental Quality Act and supporting technical studies. Documents include technical studies, Initial Study/Mitigated Negative Declarations, etc.

Menifee Lake Plaza Commercial Center Revision. City of Menifee. Senior Planner/Project Manager. Responsible for managing the entitlement review process as well as compliance with CEQA for the addition of a drive-thru restaurant as well as site design and façade revisions for Menifee Lakes Plaza. This included management and coordination of reviewing agencies, coordination with applicant, review of and comments of submitted plans, preparation of public hearing package including staff report, conditions of approval, resolutions, CEQA documents and presentations before the appropriate hearing body. Also responsible for post-entitlement actions such as final map, grading plan and building permit plan check review and necessary inspections through occupancy.

Haide Aguirre

Senior Planner

General Qualifications

Haide Aguirre brings eight years of experience working for local government as a land use planner. Prior of joining Michal Baker International, Haide served as the Senior Planner for the City of Grand Terrace. Over the course of her career, she has developed experience in project management, land-use/zoning, California Environmental Quality Act (CEQA), and presentations/public speaking. Her responsibilities often include project management in residential, commercial, and industrial entitlement processing, as well as general plan amendments, and specific plan amendments. She also has experience with general plan, zoning code and housing element updates, plan check reviews and planning inspections.

Years with Michael Baker: 2

Years of Experience: 8

Degrees

B.A., 2006, Urban and Regional Planning, California State Polytechnic University, Pomona

A.S., 2003, Architectural Technology, Los Angeles Harbor College

Relevant Project Experience

Riverside County, Senior Planner. *Transportation and Land Management Agency – Current Planning.* Responsible for the management of a variety of entitlement projects, including coordinating with applicant and reviewing agencies, conducting project review and analysis, conducting Development Advisory Committee (DAC) meetings, providing review comments to applicant, preparing public hearing packages including staff reports, conditions of approval, resolutions, and CEQA documents. Current project review includes Surface Mining Permits, Industrial Uses, Self-Storage Uses, Commercial Shopping Centers, Multifamily Developments, Tentative Tract Maps, General Plan Amendments, Specific Plan Amendments, and Zoning Amendments.

City of Calimesa, Senior Planner. *Planning Division.* Assist Planning Project Manager conducting project review and preparing review comments for Oak Valley North Project and Specific Plan, Heritage Oaks, and Summerwind Commons.

City of Grand Terrace, Senior Planner*. *Planning and Development Services Department.* Responsible for the management of a variety of entitlement projects. This includes management and coordination of reviewing agencies, coordination with applicant, review of and comments on submitted plans, preparation of public hearing packages including staff report, conditions of approval, resolutions, CEQA documents and presentations before the appropriate hearing body.

*All work prior to working with Michael Baker International

JEFFREY A. GRAHAM, LEED GA

Senior Planner

General Qualifications

Mr. Graham has over 6 years of experience in the land use planning and development field, in both the public and private sector sides of planning. He is skilled in customer service, technical/staff report writing, plan review, presentations to public hearing boards, preparing long-range planning documents, ArcGIS, contract staffing, entitlements, and permitting.

Relevant Experience

Michael Baker International, Planning Associate. Multiple locations. Mr. Graham has served as a contract planning Associate Planner for multiple jurisdictions. Notable assignments include:

- Currently serving as an Associate Planner for the City of San Juan Capistrano with responsibilities including performing plan checks, writing staff reports, and preparing projects for and presenting to Planning Commission/Zoning Administrator/ Design Review Commission.
- Currently managing the completion and creating Objective Development Standards for three specific plans for the City of Monterey.
- Provided research on policies and best practices for an accessory dwelling unit handbook for the San Bernardino County Transit Authority.
- Served as an Associate Planner for the City of Sausalito with responsibilities including performing plan checks, writing staff reports, and preparing projects for and presenting to City Council/Planning Commission/Historic Preservation Committee.
- Served as Associate Planner for the City of Santa Ana with responsibilities, including counter service, writing staff reports, and performing plan checks.
- Prepared staff reports, resolutions, and ordinance for a General Plan Amendment and Zone Change for the City of Hawthorne.
- Collected and analyzed a year's worth of housing data for the City of Santa Fe Springs' Annual Housing Progress Report.

Years of Experience: 6

Degrees

B.S., Community and Regional Development, University of California, Davis

Licenses/Certifications

LEED Green Associate, US Green Building Council, 2014

Board Positions

Vice Director of Administration, APA Los Angeles, 2020

- Served as Associate Planner for the City of Pasadena with responsibilities including performing plan checks, and entitlement project review.
- Prepared a \$65,000 LEAP (Local Early Action Planning) Grant application for the City of Signal Hill.
- Drafted the accessory dwelling unit ordinance for the City of Hawthorne.
- Served as Associate Planner for special projects related to SB2 funding for the City of Signal Hill.
- Served as City Planner for the City of Palos Verdes Estates with responsibilities, including counter service, writing staff reports, performing plan checks, Coastal Development Permits, and wireless permits, preparing and presenting projects to the Planning Commission and City Council, and updating city ordinances.
- Served as Project Planner for a General Plan Amendment in the City of California City.
- Served as Assistant Planner for the City of Elk Grove, with responsibilities, including processing entitlement applications, including sign permits, zoning clearances, minor design reviews, and tentative map extensions.
- Served as Assistant Planner for the City of Monrovia, with responsibilities, including counter service, writing staff reports, and performing plan checks.
- Gathered and organized data for the General Plan Annual Progress Report for the City of Signal Hill.
- Assisted in updating the design guidelines and specific plan for Oak View Estates in the City of Bradbury.
- Processed plan checks for the East Area One Specific Plan for the City of Santa Paula.
- Reviewed subdivision and landscape plans for Pinal County in Arizona.
- Assisted with policy research and formulation for the City of Rolling Hills Estates General Plan Update.
- Conducted research and prepared the staff report for a truck wash station conditional use permit in the City of Laguna Woods.

Mintier Harnish*. Research Assistant. Mr. Graham provided research and writing support for general plan updates, specific plans, housing elements, and planning studies for the Cities of Hayward, Millbrae, Stockton, Union City, Windsor, and the San Joaquin Valley (SJV) Regional Policy Council. In addition, he created maps and designed document templates using ArcGIS and Adobe InDesign. Mr. Graham organized General Plan Update community workshops for over 80 attendees. Mr. Graham educated the

office on Senate Bill 1000 and prepared a preliminary environmental justice analysis for Fresno County and the City of Gilroy.

Local Government Commission. City of Sacramento. Project Assistant. Mr. Graham conducted research on various planning topics, including Crime Prevention Through Environmental Design and proofread various community development grants. He also conducted outreach to local government officials and community leaders about workshops and events.

GBD Communities. City of Roseville. Land Acquisition and Entitlement Intern. Mr. Graham assisted with local real estate market research and database updating. He also participated in weekly project updates with real estate professionals and facilitated meetings between vendors and project managers.

UC Davis Office of Environmental Stewardship and Sustainability. Student Analyst. Mr. Graham gathered and organized data for the STARS (Sustainability Tracking, Assessment & Rating System) reporting project, a comprehensive metric system used to measure UC Davis' sustainability performance. He performed data analysis using Microsoft Excel. Mr. Graham also suggested and initiated strategies to maximize points for the STARS submittal.

*All work prior to working with Michael Baker International



CITY OF
LAKE ELSINORE

PROPOSAL FOR CONTRACT PLANNING SERVICES (AGENCY STAFFING)

November 16, 2023

Submitted to:

Damaris Abraham,
Assistant Community Development Director
CITY OF LAKE ELSINORE
Community Development Department
130 S. Main Street
Lake Elsinore, California 92530

Submitted by:

Michael Baker

I N T E R N A T I O N A L

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