



# CITY OF DEL REY OAKS

650 CANYON DEL REY BLVD., DEL REY OAKS, CALIFORNIA 93940  
PHONE (831) 394-8511 FAX (831) 394-6421

**DATE:** April 22, 2025

**TO:** Honorable Mayor and City Council

**FROM:** John Guertin, City Manager

**SUBJECT:** Approve a Building Inspection and Plan Check Service Contract

**CEQA:** This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an organizational activity of the City that will not result in direct or indirect physical changes in the environment.

## Recommendation

Authorize the City Manager to sign a contract for building inspection and plan check services with Government Private Sector Solutions (GPS).

## Background

GPS has served as the building inspector and plan checker for the City of Del Rey oaks since 2017.

## Summary & Discussion

Joseph Headley of Government Private Sector Solutions of Monterey Has provided building inspection and plan check services for the city under the current contract since 2017. Mr. Headley has extensive experience on the Monterey Peninsula. He was an inspector and plan checker for the City of Monterey where he also served Del Rey Oaks during our contract with the City of Monterey for these services. He then became the building official for the City of Carmel and after several years left Carmel and opened Government Private Sector Solutions offering guidance to local contractors and architects navigating the planning and permitting process of all local jurisdictions. He is highly qualified and has the necessary skill, expertise and familiarity with Del Rey Oaks Municipal Code and processes to transition smoothly into this position.

The proposed contract will extend GPS services for an additional 3 years at the current rates. At the end of this term, the city anticipates issuance of a new Request for Proposals for these services.

## Fiscal Impacts

Building Inspection and Plan Check services will be billed in accordance with the rates set forth in the contract and are included in the adopted budget.

## Recommended Action

Authorize the City Manager to sign a contract with Government Private Sector Solutions for contract Building Inspection and Plan Check services.

Respectfully Submitted,

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John Guertin  
City Manager

**ATTACHMENTS:**

1. Contract

**CITY OF DEL REY OAKS**  
**AGREEMENT FOR INSPECTION AND PLAN CHECK SERVICES**

**THIS AGREEMENT** is executed this 22nd day of April, 2025, by and between the CITY OF DEL REY OAKS, a municipal corporation, (hereinafter "City"), and GOVERNMENT PRIVATE SECTOR SOLUTIONS (hereinafter "Contractor "), each of which is referred to herein as a "party," and collectively referred to herein as the "parties".

**RECITALS**

**WHEREAS**, the City wishes to engage Contractor to perform the services required by this Agreement;

**WHEREAS**, Contractor is willing to render such services on the following terms and conditions; and

**WHEREAS**, Contractor represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

**Scope of Services.** Contractor agrees to provide to the City, as the scope of services under this Agreement, the following services: The Building Division of the City of Del Rey Oaks provides comprehensive Plan Checking and Building Inspection services for building improvements proposed by private or public applicants/owners. The Contractor shall be able to provide services that includes, but is not limited to the following:

**Plan Checks:** The Contractor shall review plans, calculations, reports and specifications for compliance with the most recently enacted rules and regulations as adopted by the Federal, State and local legislative bodies. The Contractor shall provide transportation from his/her place of business to the City for pick-up (within 24 hours of notification by the City) and delivery of plans for the first check and all rechecks unless the City approves an alternative delivery method. The standard turn-around time for assigned plan reviews shall be 5 (five) working days for the initial review and 3 (three) working days for rechecks unless otherwise directed by the City (not including designated/approved holidays when City Hall is closed). This turnaround time should be measured from the time a plan is received and sent back with complete comments. When authorized by the City and agreed to by the Contractor, developer-initiated expedited plan check may be accommodated and shall be compensated at a rate not to exceed 1 ½ times the agreed upon hourly rate. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. Contractor shall agree to attend meetings at City Hall or a particular job site when needed to resolve plan check matters or questions, but is encouraged to work directly by telephone or email with the project's applicant, engineer/architect or the City of Del Rey Oaks staff when reviewing submitted plans or subsequent corrections. Review shall be performed by a professional that is registered/licensed in the State of California to perform work within their respective

field of competency. All plan check services shall be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign such plans.

**Inspections:** Contractor, upon request of the City, shall provide ICC or other certified and experienced contractors to conduct inspections of all phases of construction for compliance with approved plans and all applicable codes and City Ordinances including, but not limited to those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, as well as energy conservation, handicapped access, grading and site work. Contract inspection services could also include enforcement of compliance with conditions of approval, and the requirements set forth on the plans for which the permit was issued. At the request of the City, and upon the availability of the Contractor, building inspection may be performed after hours at a rate not to exceed 1 ½ times the agreed upon hourly rate. In addition, building inspectors are required to perform after-hours stand-by emergency response in the event of fires, accidents, etc.

The City will provide the Contractor with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in City files that may be relevant to the contracted work. Research and familiarity with this material shall be the responsibility of Contractor.

A. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

## **2. COMPENSATION**

A. **Total Fee.** The City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement seventy percent (70%) of the actual plan check, permit fee, or inspection fee charged to an applicant by the City. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Additional Fees.** Work performed outside of that which fees are collected shall be billed at \$83.00 per hour, and approved by City Manager.

C. **Invoicing.** Contractor shall submit monthly written invoices to the City. Contractor's invoices shall include a brief description of services performed.

## **3. AGREEMENT TERM**

A. **Term.** The work under this Agreement shall commence on May 1, 2025 and terminate on April 30, 2028, renewable upon mutual agreement for up to three additional years. Contract may be terminated with a 60 day notice by either party.

B. **Timely Work.** Contractor shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

## **4. INDEPENDENT CONTRACTOR**

A. **Independent Contractor.**

1. Contractor is an independent contractor. This Agreement does not create the

relationship of employer and employee, a partnership, or a joint venture.

2. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Contractor shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of services under this Agreement. In connection therewith, Contractor shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Contractor's failure to pay such taxes.

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Contractor, or the employer of anyone working for or subcontracted by Contractor, and Contractor must not do anything that would result in anyone working for or subcontracted by Contractor being considered an employee of the City. Contractor is not, and must not claim to be, an agent of the City.

## 5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: John Guertin  
Title: City Manager  
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940  
Telephone: 831- 394-8511

B. **Contractor's Representative.** Contractor appoints the person named below as its contract person for the purposes of this Agreement.

Name: Joseph Headley  
Title: Principal  
Address: 231 Casa Verde, Monterey, CA 93940  
Telephone: 831-869-9123  
Email: joe@joegps.com

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. IMMUNITY

As it is mandated by the California Building Code and Uniform Administrative Code, the Building Official is directed through employees or deputies to perform certain tasks as described in said Codes and, when acting in accordance with said Codes, is afforded certain protection from liability.

## **7. INDEMNIFICATION**

A. Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

B. Each party will protect, defend, indemnify and hold harmless the other party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by the other party as a result of or in connection with any actual or alleged breach of this Agreement by either party.

## **8. INSURANCE**

The City shall maintain in full force all insurance as described herein. Without altering or limiting Contractor's duty to indemnify the City, the City shall add Contractor as an additional insured to its insurance policy for the duration of this agreement.

A. Neither the insurance requirements hereunder, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnity obligations under this Agreement.

B. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **9. PERFORMANCE STANDARDS**

A. Contractor warrants that Contractor and Contractor's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Contractor and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Contractor shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Contractor shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Contractor's Estimate.

D. Contractor agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Contractor to review the quality of work and resolve the matters of concern.

## **10. CITY INFORMATION AND RESOURCES**

A. **City Resources.** The City acknowledges that Contractor's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Contractor. To the extent that the City fails to provide City resources, Contractor shall not be liable for any resulting delay in services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Contractor be entitled to extra compensation for same.

B. **Obligations of Contractor.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Contractor, and all responsibility related to performance of services shall be and remain with Contractor.

## **11. OWNERSHIP AND USE OF MATERIALS**

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Contractor under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Contractor or another party may have physical possession of them or a portion thereof. Contractor hereby waives, in favor of the City, any moral rights Contractor, its employees, vendors, successors or assignees may have in the Materials. Contractor agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Contractor to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Contractor requesting delivery by Contractor to the City of all or any part of the Materials in which event Contractor shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

## **12. DISPUTE RESOLUTION**

The City Manager and Contractor shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Contractor against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

### **13. TERMINATION OF AGREEMENT**

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Contractor defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Contractor is in default of its obligations contained in this Agreement if Contractor:

1. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
2. Fails to observe or comply with the City's reasonable instructions;
3. Otherwise violates any provision of this Agreement.

### **14. LEGAL ACTION / VENUE**

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

### **15. MISCELLANEOUS PROVISIONS**

A. **Non-discrimination.** During the performance of this Agreement, Contractor shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Contractor's employment practices or in the furnishing of services to recipients.

B. **Acceptance of Services Not a Release.** Acceptance by the City of services to be performed under this Agreement does not operate as a release of Contractor from professional responsibility for the services performed.

C. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or



in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

E. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

G. **Authority.** Any individual executing this Agreement on behalf of the City or Contractor represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Contractor expressly reserve the right to enter into agreements with other Contractors for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Contractor agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

CONTRACTOR

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John Guertin,  
City Manager

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Joseph Headley, Principal  
Government Private Sector Solutions

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Date

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Date