

# PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / *Michael Baker International*)

## 1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Michael Baker International, Inc, a Pennsylvania corporation (“Consultant”).

## 2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Grant management, reporting, and administrative services related to the City’s First Time Homebuyer Program and Community Development Block Grant Program.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

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

## 3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s May 19, 2023 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Taylor Day, City Clerk. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones, which shall be accepted in writing by Consultant. City reserves the right to change this designation

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upon written notice to Consultant.

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is one hundred and fifty thousand dollars (\$150,000).
- 3.5. “Commencement Date”: July 1, 2023.
- 3.6. “Termination Date”: June 30, 2028

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

#### 5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards used by

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members of Consultant's profession practicing under similar circumstances at the same time and in the same locality (the "Standard of Care"). Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Taylor Day shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent, which shall not be unreasonably withheld.
- 5.8. **Substitution of Personnel.** Naming any persons in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City, which shall not be unreasonably withheld. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for convenience.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** 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 under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular

business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed other than by an amendment to this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

## 7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the Agreement Administrator in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. All invoices shall be paid within thirty (30) days of receipt.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant work that does not meet the Standard of Care.
- 7.7. **RESERVED.**

## 8. 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 certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant exclusively in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City following receipt of final payment without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. Nothing herein shall be construed to grant ownership or any other rights to City of any of Consultant’s pre-existing and/or background Intellectual Property or of any information, data, or property that was in Consultant’s possession prior to the execution of this Agreement. Any reuse of Consultant’s work product without written verification or adaptation by Consultant will be at the City’s own risk and without

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liability or legal exposure to Consultant. The City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by the City and Consultant.

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** If 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 CalPERS to be eligible for enrollment in CalPERS 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 CalPERS 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. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify ity from and against third party claims, losses, costs or expenses for any

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personal injury or property damage to the extent arising directly out of Consultant's negligence, recklessness or willful misconduct, errors or omissions of Consultant.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage to the extent caused by the negligence or willful misconduct of the City.
- 11.4 **Attorney Fees.** Such costs and expenses shall include reasonable attorney' fees for counsel of City's choice, expert fees, and all other direct costs and fees of litigation.
- 11.5 **RESERVED**
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: First Time Home Buyer, CDBG, and Program Income Grants Consultant
  - Documentation of Best's rating acceptable to the City.

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- Original endorsements effecting coverage for all policies required by this Agreement.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
- General Liability:
  - General Aggregate: \$2,000,000
  - Products Comp/Op Aggregate \$2,000,000
  - Personal & Advertising Injury \$1,000,000
  - Each Occurrence \$1,000,000
  - Fire Damage (any one fire) \$ 50,000
  - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement

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of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: \_\_\_\_\_

Name: \_\_\_\_\_

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work under this Agreement.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced below the amounts required above. Consultant shall provide no less than 30

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days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Taylor Day, 125 East Main Street, Grass Valley, CA 95945.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement or its early termination.

### 13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action at the sole expense of City.

### 14. NOTICES

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Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Taylor Day  
City of Grass Valley 125  
E Main Street  
Grass Valley, CA 95945  
Telephone: (530) 274-4716  
Facsimile: (530) 274-4399

If to Consultant

[Name]  
[Address]  
[Address]  
Telephone:  
Facsimile:

With courtesy copy to:

Michael G. Colantuono, Esq.  
Grass Valley City Attorney  
Colantuono, Highsmith & Whatley, PC  
420 Sierra College Drive, Suite 140 Grass  
Valley, CA 95945  
Telephone: (530) 432-7357  
Facsimile: (530) 432-7356

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement without cause on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement and following receipt of final payment. In the event that Consultant materially defaults on any of its obligations under this Agreement, City shall provide written notice of such default and Consultant shall have no less than ten (10) business days following receipt of notice to cure such default. If Consultant fails to cure within the specified time period, City may terminate this Agreement for cause upon written notice to Consultant.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work performed in accordance with the Standard of Care through the date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination following Consultant's receipt of final payment.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral

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or written agreements are binding upon the parties. Amendments hereto or deviations from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** 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. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or employee of City,

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during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant. City shall not assign this Agreement in whole or in part without the prior written consent of Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this Agreement.
- 18.6. **RESERVED**
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the

commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **RESERVED**

18.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

**LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the City agrees to limit Consultant’s liability to the City and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to Consultant’s negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of Consultant to all those named shall not exceed \$50,000 or the total fee for Consultant’s services rendered in the project, whichever is greater. To the extent that this limitation of liability conflicts with any other provision(s) of this Agreement or any Task Orders associated therewith, said provision(s) shall be considered amended to whatever extent required to make such provision(s) consistent with this provision.

**ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and rights-of-way shall be made in accordance with good engineering practice and procedure. It is understood, however, that Consultant has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or rights-of-way, and Consultant does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors’ bids.

**WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either Consultant or the City have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

**TO EFFECTUATE THIS AGREEMENT,** the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”  
City of Grass Valley

“Consultant”  
Michael Baker International, Inc.

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: Tim Kiser  
Title: City Manager  
Date: \_\_\_\_\_

Printed: William Hoose  
Title: Vice President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Printed: Tanya Bilezikjian  
Title: Assistant Secretary  
Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Taylor Day, Deputy City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Michael G. Colantuono, City Attorney

Date: \_\_\_\_\_



# Request for Proposals – Contract Staff Services to Assist with the Management and Reporting Requirements of Several Existing Grants

**Michael Baker**

**INTERNATIONAL**



**GRASS VALLEY**  
A PLACE TO LIVE AND THRIVE

**May 19, 2023**



[MBAKERINTL.COM](http://MBAKERINTL.COM)

Submitted by:  
**Michael Baker International**  
3760 Kilroy Airport Way, Suite 270  
Long Beach, CA 90806  
Phone: (562) 202-0893  
Fax: (562) 200-7166

May 19, 2023

Taylor Day, City Clerk  
CITY OF GRASS VALLEY  
125 East Main Street  
Grass Valley, CA 95945

RE: **PROPOSAL FOR CONTRACT STAFF SERVICES FOR GRANT MANAGEMENT AND REPORTING**

Dear Ms. Day:

Michael Baker International is pleased to provide the City of Grass Valley with this proposal to assist the City with its HOME and CDBG grant program reporting, monitoring, subordinations, and assistance with the City's First Time Homebuyer Program as well as other administrative assistance.

Michael Baker has considerable experience working with jurisdictions on a range of grant administration services, from grant application submittal to program implementation. This experience, in addition to our history of housing-related projects with the City, gives us the knowledge to administer the grant effectively. We understand the details of the HOME and CDBG programs, including program income, loan processing, subordination requests, borrower monitoring, and the critical functions of record-keeping and fiscal management.

Shannon Andrews will be the lead person to provide you this assistance. Other Michael Baker staff listed below will provide back up support as needed.

**TASK A: FY 2023–2024 HOME FIRST-TIME HOMEBUYER PROGRAM: PROGRAM INCOME – PROGRAM IMPLEMENTATION**

**Review Applications and Determine Eligibility**

Michael Baker will collect and review applications from individuals interested in the program. We will qualify applicants for the program based on a verification of income, current employment, and credit history. Qualified applicants will attend a mandatory homebuyer counseling session, during which information on finding a home, securing a loan, and related matters will be discussed. The applicants who are determined to be most qualified and who have attended the homebuyer counseling program will be sent a "Preliminary Eligibility Letter" along with information to assist them in finding an eligible home and primary lender.

### **Guide Homebuyers through Home Selection and Loan Process**

Michael Baker staff will work closely with selected participants to guide them through the home-buying process and particularly through the loan process. We will ensure that the homebuyer understands the terms of the loan from the City and any shared appreciation agreement. We will also package and process the loans on the City's behalf. Staff will coordinate the execution of the loan documents with the homeowner and escrow company and ensure that the City has a complete file package.

The cost per first-time homebuyer loan processing is \$4,500 and will be undertaken on an on-call basis, as requested by the City.

### **TASK B: FY 2023–2024 HOME REPORTS**

Michael Baker will assist the City with HOME program reporting for FY 2023–2024. We will prepare and submit all Quarterly Program Income Reports. The Annual Performance Report must be submitted to HCD on an annual basis at the end of each fiscal year.

- Four (4) Quarterly Program Income Reports
- One (1) Annual Performance Report

Quarterly Program Income Reports and the Annual Performance Report are submitted for all present and prior HOME grants obtained by the City of Grass Valley from HCD.

Assumption: The City Finance Department will provide the necessary financial information to complete all the reports (program income and recapture funds), as well as the list of projects funded using program income or recaptured funds, if any, for every quarter and the fiscal year.

### **TASK C: FY 2023–2024 CDBG REPORTS**

Michael Baker will assist the City with CDBG program reporting for FY 2023–2024.

- Two (2) Semi-Annual Program Income Reports
- One (1) Combined Annual Program Income Report

The first Semi-Annual Report is for the first part of the fiscal year (July–December). The second Semi-Annual Report is for the second part of the fiscal year (January–June). The Combined Annual Program Income Report summarizes the entire fiscal year.

Assumption: The City Finance Department will provide the necessary financial information to complete all the reports (program income), as well as the list of projects funded using program income, if any, for every reporting period.

#### **TASK D: FY 2023–2024 PORTOFLIO MANAGEMENT**

Michael Baker will assist the City with the monitoring of existing HOME first-time homebuyer program loans and CDBG housing rehabilitation loans. We will work to obtain verification of insurance, taxes, ownership, and residency from borrowers using various sources, as required under program guidelines and as specified under loan documents. Letters, phone calls, emails and in-person visits, and research may be used to confirm borrower compliance with these requirements. Should a borrower become noncompliant with any of the above items, triggering more serious actions such as full payment or foreclosure, then additional activities may be necessary, at the request of the City, which are not yet included in this scope.

Michael Baker will also assist the City with the monitoring of existing CDBG housing rehabilitation loans. Michael Baker will work to obtain verification of insurance, taxes, ownership, residency from borrowers, and five-year deferral reviews using various sources, as required under program guidelines and as specified under loan documents. Letters, phone calls, emails and in-person visits, and research may be used to confirm borrower compliance with these requirements. Should a borrower become noncompliant with any of the above items, triggering more serious actions such as full payment or foreclosure, then additional activities may be necessary, at the request of the City, which are not yet included in this scope.

#### **TASK E: DEFAULTS OR SHORT SALE LOANS – ON CALL**

Michael Baker will assist the City with defaults or short sale loans in which the City is in second position. Staff will assist with any necessary research, document preparation, coordinating with title companies, lenders, and trustees, and document filing to help make sure that defaults and short sales meet funding requirements.

The cost per loan request is \$2,500 and will be undertaken on an on-call basis, as requested by the City.

#### **TASK F: HOME PROGRAM SUBORDINATIONS – ON CALL**

Michael Baker will assist the City with the administration of subordination requests for existing HOME loans. We will work closely with the borrower, the first lender, and the escrow company to obtain a full subordination request package, review the request for compliance with program guidelines, present it to the City for approval, and prepare the Subordination Agreement and deliver it to the escrow company for execution by the borrower.

The cost per subordination request is \$500 and will be undertaken on an on-call basis, as requested by the City.

Assumption: The City will provide Michael Baker a copy of the Subordination Agreement.

### **TASK G: 19-HOME-14968 GENERAL ADMINISTRATION**

Michael Baker will assist the City with the general administration of its 2019 HOME grant for its First-Time Homebuyer Program:

- Create a marketing flyer for the City to post on their website, social media, and notice boards
- Prepare the appropriate environmental compliance documents
- Provide necessary certifications and documents to meet the General Set-up/Completion and Disbursement Conditions identified in the Standard Agreement
- Assist the City as needed in preparation of required financial and performance reports, certifications, and other documents required for the HOME Program.
- Monthly Status Reports to the City on overall FTHB Program activity
- Update FTHB Applicant Waiting List

### **TASK H: 19-HOME-14968 ACTIVITY DELIVERY COSTS (6 FTHB LOANS)**

Michael Baker will assist the City with the activity delivery of its 2019 HOME grant for its First-Time Homebuyer Program:

- Applicant Eligibility
- Loan Origination and Processing
- Loan Committee Review
- Loan Document Preparation
- Loan Grant Approval and Closing
- HCD Project Set-up/Completion Report

A summary of the proposed Budget is included with this proposal as Attachment A.

### **PROJECT TEAM**

#### **DAMIEN DELANEY, PROJECT DIRECTOR – BILL RATE \$185**

Mr. Delany is a Principal Planner and the Lead for Housing and Community Development Services for Michael Baker in California. Mr. Delany has over 30 years of experience in the grant administration and project management field. He has overseen project management, Consolidated Plan report creation, and associated documentation such as Annual Action Plans and Assessments of Impediments to Fair Housing Choice. He has also overseen or personally managed the operation of federally funded construction programs for 14 California cities, working with a variety of agencies. He will serve as the Project Director overseeing the City's Community Development Block Grant program, including grant administration, reporting,

ensuring compliance with HUD regulations, and creating plans and planning manuals. Mr. Delany is particularly well qualified to serve as overall Project Manager and Housing Discipline Task Manager with over 25 years of experience administering state and HUD grant-funded programs.

**Shannon Andrews, Project Manager – Bill Rate \$140**

Shannon Andrews has more than 16 years of experience on projects throughout California. She is experienced in managing in-take, income qualification and loan management for the City's First-time Homebuyer Program. She is well qualified to serve in this capacity, having assisted with the administration of CDBG, HOME, and bond financed programs for the Cities of South San Francisco, Union City, Calimesa, La Habra, Norco, Rancho Palos Verdes, Citrus Heights, and Grass Valley.

**BRENT SCHLECK, ENVIRONMENTAL SPECIALIST – BILL RATE \$125**

Mr. Schleck is a Senior Environmental Planner with Michael Baker's Long Beach Office. Prior to joining Michael Baker International, Brent assisted in and managed the preparation of environmental documentation in accordance with the National Environmental Policy Act (NEPA) and the Endangered Species Act for a variety of federal actions. He has prepared documentation for controversial and environmentally sensitive projects throughout the country including a dune restoration project in Superior, WI, public access infrastructure in coastal Indiana, and the installation of environmental monitoring equipment in nearshore waters off of Hawai'i Island. In addition, Brent's resume includes preparing Biological Evaluations required under the ESA for the National Oceanic and Atmospheric Administration (NOAA), which included documenting the environmental baseline and cumulative effects of Hawai'i-based longline fisheries targeting swordfish and tuna on protected marine species and habitats. With Michael Baker, Brent assists in and manages the preparation of California Environmental Quality Act and NEPA documentation, including EIRs, IS/MNDs, Categorical Exemptions, Categorical Exclusions, and EA/FONSIs for land development projects, such as hospitals, schools, affordable housing developments, assisted living facilities, and market rate housing projects.


**ADDITIONAL STAFF RESOURCES**

The above list represents the staff which Michael Baker International anticipates will be required; however, it is possible that the need for additional staff may arise. Therefore, Michael Baker may assign additional staff types as necessary to complete the services required under this agreement. Compensation rates for additional staff types will be determined by Michael Baker and will be consistent with the rates listed herein.

Resumés of the Project Team are included with this proposal as Attachment B.

Please contact Shannon Andrews at (562) 202-0893 or by email at [shannon.andrews@mbakerintl.com](mailto:shannon.andrews@mbakerintl.com) should you have any questions. We look forward to the opportunity to work with you.

Sincerely,

  
\_\_\_\_\_  
William Hoose  
Vice President

  
\_\_\_\_\_  
Shannon Andrews  
Project Manager

DRAFT

ATTACHMENT A

BUDGET

DRAFT



Task Description	Project Director	Project Manager	Environmental Specialist	Admin	Expenses	Totals
	\$185	\$140	\$125	\$75		

<b>TASK: GRANT MANAGEMENT AND REPORTS</b>	
A) FY 2023-2024 HOME FTTHB PI – Activity Delivery Fee	\$4,500
B) FY 2023-2024 Home Reports	\$5,600
C) FY 2023-2024 CDBG Reports	\$2,800
D) FY 2023-2024 Loan Portfolio Management (includes annual and 5-year recertifications, demand statements, and full reconveyances)	
HOME Monitoring	\$5,600
CDBG Monitoring	\$4,200
E) Default or Short Sale Loan Assistance (On-Call)	\$2,500
F) Subordinations (On-Call)	\$500
G) 19-HOME-14968 General Administration	\$12,500
H) 19-HOME-14968 Activity Delivery Costs (6 FTTHB loans)	\$37,500
<b>Total Costs (excluding Tasks A, E, &amp; F which are flat rates to be charged)</b>	<b>\$68,200</b>

**Travel and Expenses**

To reduce costs, Michael Baker staff will communicate and coordinate with City staff through email, phone, and mail. We do not anticipate any travel to the City.

ATTACHMENT B

PROJECT TEAM RESUMES

DRAFT

## **DAMIEN DELANEY, PROJECT DIRECTOR**

Mr. Delany is experienced in the planning field. He has worked for a nonprofit housing corporation and major private residential and commercial developers and as a planning and community development consultant to a number of Southern California cities. He has personally served as project manager for many community development projects in Southern California. In his capacity as a project manager, Mr. Delany has coordinated the work of technical staff and subconsultants and administered Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and other state/federal grant-funded projects and programs.

### **RELEVANT EXPERIENCE:**

**City of San Fernando.** Responsible for managing the City's annual CDBG grant and performing labor standards compliance monitoring for CDBG-funded public works projects.

**City of Redondo Beach.** Responsible for administering the City's annual CDBG grant received from US Department of Housing and Urban Development (HUD) and managing CDBG-funded mobility access and home repair grant programs.

**City of Montebello.** Responsible for administering the City's annual CDBG grant received from HUD and assisting with the implementation of CDBG-funded activities.

**City of Lomita.** Responsible for overseeing the management of the Lomita Manor Senior Housing Project, a conventional public housing project, and compliance with all related HUD reporting requirements.

**City of Anaheim.** Responsible for the general administration of the City's CDBG program. This included the preparation of the Consolidated Plan, the annual program budget, and all reports required by HUD. Assisted the City with the management of its CDBG-funded public improvement projects.

**City of Woodland.** Responsible for oversight of the City's CDBG, HOME, and Supportive Housing Grant funded activities. This included general administration of the grants, implementation of housing rehabilitation, public service, and first-time homebuyer projects, and compliance with labor standards. Coordinated the preparation of environmental review documents, the Consolidated and Annual Funding Plans, and the Consolidated Annual Performance and Evaluation Report.

**City of Paramount.** Responsible for oversight of the City's CDBG and HOME programs, while also overseeing the operation of CDBG/HOME and redevelopment agency-funded housing and commercial rehabilitation programs.

**City of Thousand Oaks.** Assisted the City with the implementation of its redevelopment agency-funded residential rehabilitation program.

**City of Rosemead.** Assisted with the overall administration of the CDBG program, and specifically compliance with reporting requirements and the implementation of projects. Assisted with the operation of commercial and residential rehabilitation programs, as well as the formulation of the Consolidated Plan.

**City of Rancho Cucamonga.** Administered the day-to-day operations of the CDBG program. This included preparing the City's Grantee Performance Report and the Annual Funding Plan.

**City of San Joaquin.** Assisted with the development of a down payment assistance program, including preparation of the guidelines and procedures for the program, application forms, and covenants.

**City of Culver City.** Responsible for conducting inspections in support of the City's Section 8 rental assistance program.

**City of Fountain Valley.** Assisted with the preparation of the City's Consolidated Plan.

**City of Costa Mesa.** Assisted with the administration of a CDBG-funded single-family housing rehabilitation program and a redevelopment agency-funded rental rehabilitation program.

## **SHANNON ANDREWS, PROJECT MANAGER**

Ms. Andrews serves as a Housing & Grants Specialist in support of Michael Baker International's housing and community development assignments throughout the State of California. She also has extensive working knowledge of the affordable housing, housing rehabilitation, first-time homebuyer, and economic development processes. Ms. Andrews also has considerable experience in securing and subsequently administering grants for Michael Baker clients. Her experience also includes grant writing and grant administration for over \$10-million dollars in state and federal grants.

### **RELEVANT EXPERIENCE:**

**City of Beverly Hills.** Contract Staff overseeing the applicant qualifications for the City's Below-Market Rate Program for the Garden House project.

**City of Chowchilla.** Project Manager for grant writing and administration of an economic development small business grant program.

**City of Dublin.** Contract staff overseeing the annual monitoring for the City's Below-Market Rate Program for 11 rental properties.

**City of Grass Valley.** Project Manager overseeing the securing and administration of a first-time homebuyer program and both CDBG and HOME monitoring.

**City of Laguna Woods.** Contract staff overseeing the annual monitoring for the City's San Sebastian Affordable Housing property for 15 rental properties.

**Monterey County.** Project Manager overseeing the applicant qualifications of the East Garrison Affordable Housing Program.

**City of Norco.** Project Manager for the administration of a housing trust/bond-funded housing rehabilitation program.

**City of South San Francisco.** Contract staff overseeing the applicant qualifications for the City's Below-Market Rate Program for both buyers and renters.

**City of Union City.** Contract staff overseeing the applicant qualifications for the City's Below-Market Rate Program for buyers.

## **BRENT SCHLECK, ENVIRONMENTAL SPECIALIST**

Mr. Schleck is a Senior Environmental Planner with Michael Baker's Long Beach Office. Prior to joining Michael Baker International, Brent assisted in and managed the preparation of environmental documentation in accordance with the National Environmental Policy Act (NEPA) and the Endangered Species Act for a variety of federal actions. He has prepared documentation for controversial and environmentally sensitive projects throughout the country including a dune restoration project in Superior, WI, public access infrastructure in coastal Indiana, and the installation of environmental monitoring equipment in nearshore waters off of Hawai'i Island. In addition, Brent's resume includes preparing Biological Evaluations required under the ESA for the National Oceanic and Atmospheric Administration (NOAA), which included documenting the environmental baseline and cumulative effects of Hawai'i-based longline fisheries targeting swordfish and tuna on protected marine species and habitats. With Michael Baker, Brent assists in and manages the preparation of California Environmental Quality Act and NEPA documentation, including EIRs, IS/MNDs, Categorical Exemptions, Categorical Exclusions, and EA/FONSIs for land development projects, such as hospitals, schools, affordable housing developments, assisted living facilities, and market rate housing projects.

### **RELEVANT EXPERIENCE:**

**Norwalk-CDBG Administration.** *City of Norwalk, CA.* Assistant Planner. Associate Planner. Prepared environmental documentation per HUD 24 CFR part 58.

**Union City Grant Assistance.** *City of Union City.* Assistant Planner. Associate Planner. Prepared environmental documentation per HUD 24 CFR part 58. Michael Baker assisted Union City with the development and implementation of the Federal Community Development Block Grant.

**Old Gym Modernization.** *South Pasadena Unified School District.* Planner. Managed the preparation of a categorical exclusion memo and findings document for a gym renovation project conducted by the South Pasadena Unified School District. Managed project budget and tasks and conducted billing.

**Homeless & Homelessness Prevention.** *City of Fresno.* Assistant Planner. Associate Planner. Prepared environmental documentation per HUD 24 CFR part 58.

**Bridge Point South Bay II T&M.** *Bridge Point South Bay II, LLC.* Assistant Planner. Associate Planner. Prepared environmental documentation.

**South San Francisco Grant Assistance.** *City of South San Francisco.* Assistant Planner. Associate Planner. Prepared environmental documentation per HUD 24 CFR part 58.