

CITY OF NEWPORT BEACH



REQUEST FOR PROPOSAL NO. 19-69 COMMUNITY ENGAGEMENT RELATED TO A FUTURE GENERAL PLAN UPDATE

RFP Due Date:

Friday, April 26, 2019, 11 a.m. (PDT)

RFP Administrator:

Anthony Nguyen, Purchasing Agent
949-644-3080

anguyen@newportbeachca.gov



20
19

GENERAL STEERING COMMITTEE ACTION PLAN

CITY OF NEWPORT BEACH

ANGELA DIPASQUALE

THE PROJECT
RFP 19-69

PROPOSED TO
Anthony Nguyen

PROPOSAL OUTLINE

Angela DiPasquale | 2019

DISCUSSION POINTS

Introduction

Our Purpose

Meet The Team

Work Experience

Portfolio

Proposal Attachments





PROPOSER BACKGROUND

SECTION A



CITY OF NEWPORT BEACH 2019-2020

GENERAL PLAN STEERING COMMITTEE UPDATE

CONTACT US



@newportbeachgov



@cityofnewportbeach



calendar & agendas

WHO WE ARE

Our City General Plan Update is set to be streamlined with the State's General Plan, which both benefits and affects every member of the Newport Beach community. Our improved Action Plan is broken down into three steps.

First, we developed an implementation strategy to make our community development our primary focus. Great cities are sculpted by great citizens and their ideas. Goals that can transform strategies into resolutions, and visions into resolutions.

Second, The General Steering Committee is seeking local community representation and participation from it's residents. This newly adopted "listen and learn" community dialogue will achieve more desired outcomes, improve local policies, and strengthen the bond between our local community and council board.

Last, we have updated and expanded our easy to use Community Engagement portal, with new online tools, accessible data, and resources for the community to create a platform to be heard, expand equality, promote interactive dialogue, and connect with each other through public support.

THE PROJECT

While continuing to support our local marine life and harbors, conserve the vitality of our blooming conservation lands, enjoy the quality of our community beaches, open parks and trails, and protect the the history and charm of Newport Beach. Summer after summer, our city will thrive from Newport Beach's booming economic tourism, which continues to support the city's general fund, as well as the vitality and quality of life of the entire community.

The General Plan and all elements greatly affect economic opportunity, development, and stability of the City. Decisions regarding land use and circulation have direct and indirect fiscal implications on our local economy, and development must steer with state law and integrate needed housing elements in order to remain successful.

The General Plan is developed to use two dimensional existing policies in a three dementional realm. The General Steering Committee must carefully consider the placement of each building, in relation to neighbors, public spaces while also honoring existing municipal building codes, zoning violations, and sound regulations. The goal is to provide affordable housing action programs, keep the community involved throughout the changes, and continue to embody the charm, design and overall tone into any new community development property or housing remodel.

PLAN TIMELINE

01

CONCEPT/
PLANNING &
OUTREACH

02

COMMUNITY
INVOLVEMENT/
COLLABORATION
WITH GENERAL
BOARD

03

COMMUNICATE
CONCERNS &
SUGGEST OPTIONS
TO COUNCIL

04

HAPPY
COMMUNITY &
DESIRED
OUTCOMES AND
RESOLUTIONS

What is The General Plan ?



[California (law) +
community's (future vision)
framework for: decision
making, management, city
growth, goals & policies for
community's future vision

Located in the heart of Newport Beach

MANDATED ELEMENTS

LAND USE
CIRCULATION
HOUSING
NATURAL RESOURCES
OPEN SPACE
NOISE
SAFETY



UNIQUE NEWPORT BEACH ELEMENTS

HARBOR & BAY
HISTORICAL RESOURCES
HUMAN RECOURCES
RECREATION
ARTS & CULTURE



BECAUSE ALL TRADITIONAL
FORMS NEED AN UPDATE

PURPOSE

A

Ensure there is sufficient public outreach and stakeholder input regarding the update to the General Plan

B

Provide guidance to City staff regarding the preparation of a Request for Proposal for services to update the General Plan

C

Make recommendations to City Council regarding the selection of a consultant to assist in the update of the General Plan

D

Provide guidance to City staff and the consultant through the "Listen and Learn" process

E

Make other recommendations to the City Council regarding the update of the General Plan, as necessary.

POLICIES ADOPTED:

CLICK FOR THE LATEST UPDATE!
RESOLUTION 2019-7
RESOLUTION 2019-20



Meet The Team

CITY OF
NEWPORT BEACH

GENERAL PLAN STEERING COMMITTEE 2019-2020



CITY OF
NEWPORT BEACH

GENERAL STEERING COMMITTEE

STAFF LIASONS



JIM CAMPBELL,
DEPUTY DIRECTOR
jcampbell@newportbeachca.gov



BEN ZDEBA,
ASSOCIATE PLANNER
bzdeba@newportbeachca.gov





CITY OF
NEWPORT BEACH

GENERAL PLAN STEERING COMMITTEE

COMMITTEE MEMBERS

COMMITTEE MEMBERS	EMAIL
Nancy Gardner, Chair	ngardner@newportbeachca.gov
James Carlson	jcarlson@newportbeachca.gov
Catherine O'Hara	cohara@newportbeachca.gov
Ed Selich	eselich@newportbeachca.gov
Debbie Stevens	dstevens@newportbeachca.gov
Larry Tucker	ltucker@newportbeachca.gov
Paul Watkins	pwatkins@newportbeachca.gov
Mayor Diane Dixon, Ex Officio Member	ddixon@newportbeachca.gov

ANGELA DIPASQUALE

Content Creator & Event Planner

(949) 887-0079
theadventuresofangela
@gmail.com

WORK EXPERIENCE

SECTION C



PROJECT TIMELINE

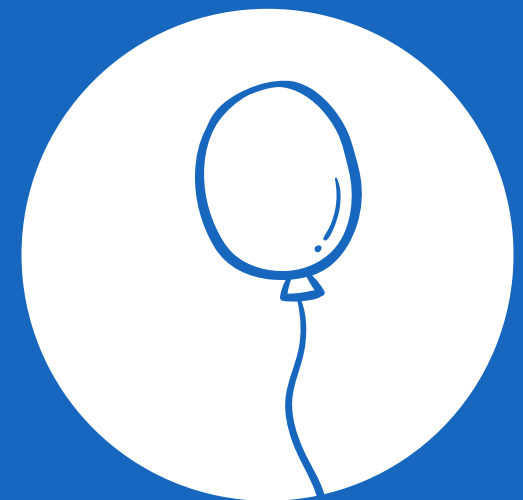


WINE MODERNE

Content Creator 2017-Present
Graphic Design, Merchandise
Creative Media Marketing



Junior Partner 2013-2018
Managed Newport Beach location,
Administrative Duties, Booked
Clients, 200 hour yoga teacher
certification, taught SUP Yoga



Event Planner 2011-2017
Orange Hill Special Events,
Mastro's Costa Mesa,
Charter Yachts of Newport Beach



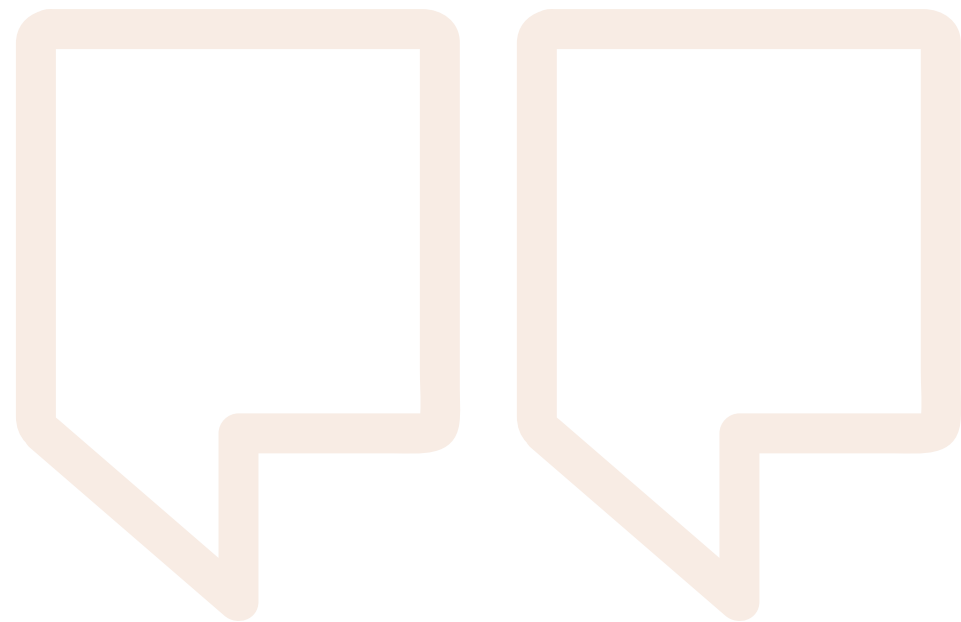
WINE MODERNE

SPRING PORTFOLIO

ADVERTISING STRATEGY

**WINE
MODERNÉ**

SPRING/SUMMER MARKETING CAMPAIGN 2019



"TAKE TIME TO DEVELOP
BEYOND THE DRINKING
GLASS. WE PROMISE YOU
WILL NEVER GO THIRSTY"



**WORDS OF THE
LIFESTYLE**



**FEEL THE VIBE.
FREE YOUR MIND.**

"We celebrate the beauty in
ourselves and our
surroundings. We love to
create events that are high
in concept and make for a
fresh experience."



WINE
MODERNÉ

WHAT'S POPPIN?

SERVICE INTRODUCTION

Share our passion for fine food, wine, champagne and sake in unorthodox style and in a strangely delightful experience. We crave natural wine and only align with conscious, transparent wine producers that strive to provide earthy, funky, balanced and finessed varietals that always reflect and show a sense of place. Rocks, dirt and minerality are the essence of terroir. Our

wineries shine in this sub category of the Natural Wine Movement,. Wine Moderne mixes simple taste and seeks unity to find only the best killer juice. Nothing but the best will do.

Wine Moderne only provides products aligned with conscious wine producers, awarded and designated wine education, group travel excursions, team building activities, and tasting events.

We are a like minded group driven by the same goal to spread the world of wine.



NATURAL WINE



ORGANIC

Wine made from grapes grown in vineyards that exclude the use of synthetic chemicals, fertilizers, herbicides, fungicides, and pesticides.

BIODYNAMIC

For a vineyard to be considered biodynamic the vine-grower must follow the organic criteria plus some or all of the philosophies first voiced by Rudolf Steiner in 1924.

SUSTAINABLE

In general, organic and biodynamic philosophies concentrate on the vineyard (and similar standards of care should pass into the winery), but with natural winemakers stricter, self-imposed standards exist. For example, copper sulfate sprays and cultivated yeasts are never used in natural wine. The biggest misconception is about sulfur dioxide is that it has been used as a disinfectant and antioxidant since the Roman times.

50 SHADES OF GRAPE

Raw, amusing and deeply rooted. All 50 Shades Tasting Events will obsess, possess, and stay with you forever.

SOMM GUIDED TRAVEL

Treat yourself & embark on a vinous exploration of unique tours, extraordinary wine and travel experience.

GOLD STANDARD

The opportunity to guide you through a tasting that integrates mindfulness. The topics of balance, the power to transform, and guiding a harmonious life.

TEAM BUILDING

Groups are broken into different teams and are taught the process of wine blending guided by the winemaker. Each team is given time to make their own creation, and resulting wines are judged.



FRESH ON THE VINE



Get Go Ridesharing Company
Advertising Strategy

METHODOLOGY

SECTION B



Wine Moderne Social Media Strategy

SPRING 2019

Angela DiPasquale

Creative Content & Marketing

info@winemoderne.com

**WINE
MODERNE**

Executive Summary

Executive summary

- **SMART GOALS:** Specific, Measurable, Attainable, Relevant, Time Bound
 - Goals: Drive email sign-ups by 10% each month.
 - Grow Instagram Audience by 50 followers per week.
- **Create:** Instagram Profile and Email Campaign *prior* to launching.
- **Increase Brand Awareness:** Create Buzz and allows us to “see our ideal customer” - and find out what they want to see by creating an audience that leads our potential fans, followers, and customers (as real people’s wants and needs)
- **Social Strategy:** Utilize Social Listening Tactics and Scheduled Creative Content Postings, Partner with Micro-Influencers and Loyal Brand Advocates, #50shadesofgrape Instagram campaign, possible paid marketing campaigns, and conduct a true competitive analysis of the industry (the good and the bad) which will help set favorable targets and goals for the future.

Social Media Goals

Key performance indicators

By May 1st 2019, we will:

- | | |
|---|--|
| 1 | Grow Branded Instagram audience by 50 followers per week. |
| 2 | Drive email sign-ups 10% each month through buzz, promotion, and event exclusivity. |
| 3 | Have 10 created products for sale and available online for purchase. |
| 4 | Create a plan for the ongoing series of the brand, (Blog, Podcast & What's Lit Series) |

How goals align to business objectives

Business objective	Social media goal	Metric(s)
Grow the brand	Awareness <i>(these metrics illuminate your current and potential audience)</i>	Followers, shares, etc.
Turn customers into advocates	Engagement <i>(these metrics show how audiences are interacting with your content)</i>	Comments, likes, @mentions, etc.
Drive leads and sales	Conversions <i>(these metrics demonstrate the effectiveness of your social engagement)</i>	Website clicks, email signups, etc.
Improve customer retention	Consumer <i>(these metrics reflect how active customers think and feel about your brand)</i>	Testimonials, social media sentiment, etc.

Competitive Analysis

	Networks active	Number of followers	Strengths	Weaknesses	Content that resonates
Learn About Wine, WineLA @WINELA411	6: WineLA.com, Instagram, Youtube, Facebook, Pinterest, Twitter	10.4k Instagram Followers 547 Youtube Subscribers 4,153 Twitter Followers Previously hosted approx. 250,000-300,000 people at their events.	In Business for 23 years Affiliated and Partnered with 28 different winery organizations and their members. Strong industry presence in LA.	Instagram account lacks creative content and consumer engagement Heavy focus on video campaigns with unsuccessful presence and low user engagement (views)	In a competitive landscape, LearnAboutWine.com has established reputation. Wine LA is "New Energy & Next Chapter of the Brand, but lacks creative or focused marketing.
Viticole Wine Club @VITCOLEWINE	(5) ViticoleWine.com, Instagram, Twitter, Facebook, & Soundcloud	22.4k Instagram Followers, 1,067 Twitter Followers	In Business for 12 years, Wait List exclusivity, only way to join Organic Wine Club Successful use of Social Listening Tactics on Instagram with high user engagement. Creates Brand Personality via Vlog/video posts, which "connects" the	Overall success of the "brand" relies on the continuation of recurring member subscriptions, and the "exclusivity" may limit financial gain. Grungy, outdated website with several "Coming Soon" pages. Instagram lacks creative contrast, all	"Measured Growth Enabler" Creates Viticole Wine Club Waitlist, Collects payment, Negotiates quantities with wine collaborators and forecasts that shipment of product will arrive to member in 1-2 years.

STRENGTHS

[What are your brand's strengths?]

Rebellious Energy,
Modern Creativity,
Exclusive Travel and
Events, Quality
Products

Professional,
Fun, Funky,
Innovative and
ahead of the pack

WEAKNESSES

[What are you NOT doing?]

Solidify who we are
as a brand by
communicating with
our consumer to find
out what they want
most.

We need to create a social strategy &
platform that will mold our brand identity.
By "creating buzz", This strategy will hype
our our ideal consumers and we will create
customers even prior to launching.

A True Modern
Vision
Organic,
Sustainable
Biodynamic
Products

Starting strong
with a unique,
strong marketing
campaign and
social strategy.

We want to do *a
lot* of things, the
right way.

Dates and a location
should not withhold
our growth and we
should move forward
with our social
presence.

Always being
innovative, but
focus all our
effort on a few
realistic,
solidiafiable
services we can
provide

OPPORTUNITIES

Expert Wine and
Spirit Knowledge &
Education

Create a brand that is
exciting and
undeniably unique.

THREATS

We will maintain these accounts:

INSTAGRAM: @WINEMODERNE

- **Goal:** Create website traffic, increase brand awareness, drive event and product sales.
- **What it's best for:** Primary emphasis of our social media presence. Wine Moderne is a lifestyle brand, Instagram will drive website traffic through engaging content, brand personality, and creating a true conversation with the consumer through social listening.
- **Target audience:** **50% Millennials**, 1984 and younger, wine lovers, future Leaders, both socially active & digitally present. **40% Gen X**, 1965-1984 Active leaders, homeowners, professionals of middle-high disposable income.
- **Types of content we will share:** Posts that are true to the Wine Moderne Lifestyle, Events, Travel, Education, Features, and Quirky Illustrations and Sayings.
- **Key performance indicators (KPIs):** Social Strategy, Social Listening, measured by Analytics and true consumer feedback.

FACEBOOK & EVENTBRITE:

- **What it's best for:** Secondary Presence, Facebook, primarily for re-posting purposes. EventBrite in direct sales to local Wine Moderne events and ticket sales.

Content Strategy

Posting

The type of original content that we will create and post is:

- ⅓ of content promotes business and converts audience - travel, events, tastings
- ⅓ of content shares ideas and stories from thought leaders - personality via Q&A, sayings, illustrations, blog posts, and podcast series.
- ⅓ is original brand content - Wine Moderne Sustainable Wine Subscription, Somm Guided Travel, Cannabis Infused Dinners, Sake, Champagne, and Wine Tastings, Mind + Body + Wine Classes, #50shadesofgrape Rose pairing, Professional Wine Education & Certification, custom products and gifts.

The type of related content we will share is:

Content related to history, culture, health and wellness, content to educate and celebrate the viewer, posts to inspire travel and curiosity.

We will post to the following channels this frequently:

- [Instagram channel / 3 x per week, 1 post per day, M W F]
- Using Sprout Social, we schedule creative content at scheduled times to target our ideal consumer.

Process

The audience that we need to tailor content to is:

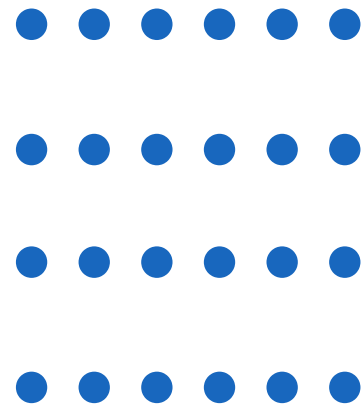
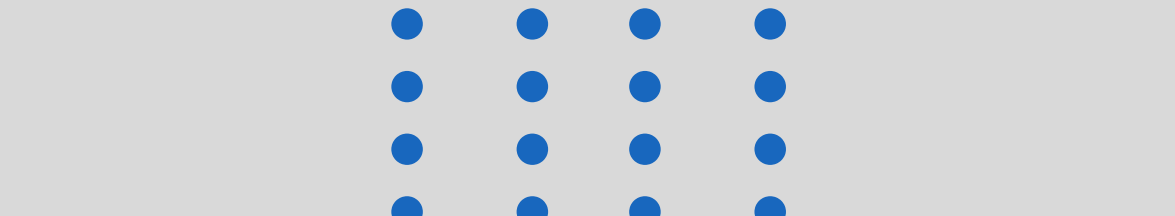
Mix of all content, which categorizes with a focus on events, features, education and lifestyle. Brand Categories using Story Highlights specific to Wine Moderne Events and Exclusives (ex. "Rose is Bae", "50 Shades to Grape").

The editorial calendar that maps out our content release schedule is here:

- (1) Monday: Travel Wed: Lifestyle Friday: Sayings
- (2) Monday: Event, Wed: Feature, Friday: Lifestyle
- (3) Monday: Education, Wed: Event, Friday: Travel
- (4) Monday: Lifestyle, Wed: Feature, Friday: Sayings

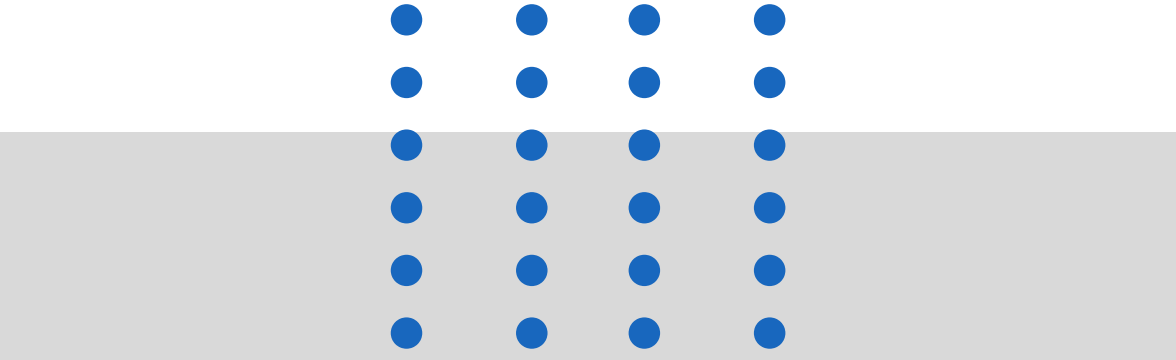
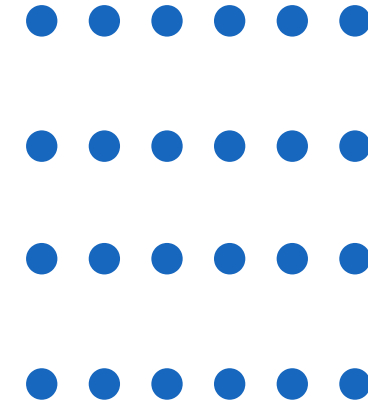
Action items

- **Ideal Posting Times MWF:**
- **Monday PST:**
 - Target Times: 9:00 AM - 3:00 PM
 - Highest Engagement: **2:00 PM - 3:00 PM**
- **Wednesday PST:**
 - Target Times: 5:00 AM, 9:00 AM - 1:00 PM
 - Highest Engagement: **9:00 AM-1:00 PM**
- **Friday PST:**
 - Target Times: 5:00 AM, 7:00 AM - 2:00 PM
 - Highest Engagement: **5:00 AM**



PROPOSAL ATTACHMENTS

SECTION D



ATTACHMENT A: STATEMENT OF COMPLIANCE

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment A.

No Exceptions. The undersigned declares that the Proposal submitted by (Name of Firm) _____ to prepare and execute a community outreach program with the goal of receiving and documenting the community's desire for change with respect to its General Plan as described in the RFP was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Draft Agreement with no exceptions taken.

Signature

Date

Printed Name and Title

Exceptions. By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm) City of Newport Beach Steering Committee has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Draft Agreement. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Angela DiPasquale
Signature

04/11/2019
Date

Angela DiPasquale, Applicant
Printed Name and Title

[Attach a separate sheet(s) detailing each exception being taken]

ATTACHMENT B: PROPOSER INFORMATION FORM

Instructions: Complete the form below and remit as part of your Proposal as Attachment B.

CONSULTANT INFORMATION

CONSULTANT/FIRM NAME: Angela DiPasquale

ADDRESS FOR NOTICES: 815 Seagull Lane DS 101
Newport Beach, CA 92663

MAIN CONTACT (NAME AND TITLE): _____

CONTACT NUMBERS: TELEPHONE: (949) 887-0079 FAX: _____

E-MAIL ADDRESS: theadventuresofangela@gmail.com

FIRM SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporations Code, Business and Professions Code, the Consultant's Bylaws/Operating Agreement and/or the attached Board Resolution (if applicable), I/we hereby verify that I/we am/are (an) authorized signatory(ies) for the aforementioned Consultant and as such am/are authorized to sign and bind the Consultant in contract with the City of Newport Beach.

1. CONSULTANT AUTHORIZED SIGNATORY(IES):

	Diane B. Dixon	Mayor of Newport Beach	02/22/2019
SIGNATURE	PRINT NAME	TITLE	DATE
	Aaron Harp	City Attourney	02/22/2019
SIGNATURE	PRINT NAME	TITLE	DATE

2. SIGNATURE AUTHORIZATION IS PROVIDED IN ACCORDANCE WITH:

- ☒ Proposer's Bylaws/ Operating Agreement Section K-1 ☒ Copy Attached
- ☒ Board Resolution Council Resolution No. 2019-7, Resolution No. 2019-20 ☒ Copy Attached
- ☐ Corporations or Business and Professions Code**

**If Consultant is a corporation, two (2) authorized signatories will be required on all documents submitted, unless specified in the organization's Bylaws or corporate resolution.

IMPORTANT NOTE: If the signature authorization status of any individual changes during the term of the contract, it is the responsibility of the Consultant to contact the City Administrator for the Consultant regarding the change and to complete and submit a new Signature Authorization Form. Incorrect information on file may delay the processing of any of the documents submitted.

RESOLUTION NO. 2019-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, INITIATING AMENDMENTS TO THE GENERAL PLAN AND LOCAL COASTAL PROGRAM AND CREATING THE GENERAL PLAN UPDATE STEERING COMMITTEE

WHEREAS, the last comprehensive update to the City of Newport Beach's General Plan ("General Plan") occurred in 2006;

WHEREAS, the General Plan provides a framework for the City's future development and requires comprehensive updates from time-to-time to ensure the General Plan matches the desires of the community and complies with State mandates;

WHEREAS, since the last comprehensive update of the General Plan, there have been changes in State planning law which affect the General Plan;

WHEREAS, the City Council desires the community to review and update the General Plan and amend the Local Coastal Program ("LCP") as necessary to maintain consistency between the General Plan and the LCP;

WHEREAS, the City Council values and respects the opinions, knowledge, and experiences of its residents, and desires residents to play an important role in the process of updating the General Plan;

WHEREAS, the City Council desires to form a General Plan Update Steering Committee, comprised of the Mayor, who shall be an ex officio member without the power to vote, and five (5) residents, who shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, the General Plan Update Steering Committee will be responsible for: (1) ensuring there is sufficient public outreach and stakeholder input regarding the update to the General Plan; (2) providing guidance to City staff regarding the preparation of a Request for Proposal for services to update the General Plan; (3) reviewing responses to the Request for Proposal; (4) making a recommendation to the City Council regarding the selection of a consultant to assist in updating the General Plan; (5) providing guidance to City staff and the consultant through the "Listen and Learn" process; and (6) making other recommendations to the City Council regarding the update of the General Plan, as necessary.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council hereby initiates a General Plan amendment and LCP amendment in accordance with City Council Policy K-1.

Section 2: The City Council hereby creates the General Plan Update Steering Committee. The General Plan Update Steering Committee shall be an ad hoc committee and the term, qualification of appointees, selection of appointees, appointment process, membership, and responsibilities of the General Plan Update Committee shall be done in conformance with this resolution and Attachment 1, which is incorporated herein by reference.


Section 3: If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: The recitals provided in this resolution are true and correct and are incorporated into the substantive portion of this resolution.

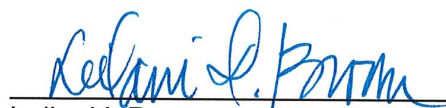
Section 5: The City Council finds the adoption of this resolution, the initiation of a General Plan amendment and LCP amendment, and the creation of the General Plan Update Steering Committee, are not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 6: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

ADOPTED this 22nd day of January, 2019.

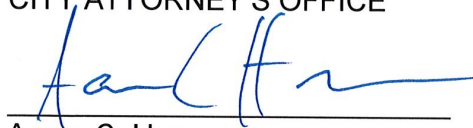

Diane B. Dixon
Mayor

ATTEST:


Leilani I. Brown
City Clerk



APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE


Aaron C. Harp
City Attorney

Attachment 1: Description of the General Plan Update Steering Committee

RESOLUTION NO. 2019- 20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING THE MEMBERSHIP OF THE GENERAL PLAN UPDATE STEERING COMMITTEE

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 2019-7, establishing the General Plan Update Steering Committee ("Committee") to assist the City of Newport Beach ("City") to review and update the City's General Plan ("General Plan");

WHEREAS, the Committee is responsible for: (1) ensuring there is sufficient public outreach and stakeholder input regarding the update to the General Plan; (2) providing guidance to City staff regarding the preparation of a Request for Proposal for services to update the General Plan; (3) reviewing responses to the Request for Proposal; (4) making a recommendation to the City Council regarding the selection of a consultant to assist in updating the General Plan; (5) providing guidance to City staff and the consultant through the "Listen and Learn" process; and (6) making other recommendations to the City Council regarding the update of the General Plan, as necessary;

WHEREAS, Resolution No. 2019-7 provided that the Committee is comprised of the Mayor and five residents, appointed by the Mayor and confirmed by the City Council; and

WHEREAS, the City Council desires to increase the membership of the Committee to eight members, comprised of the Mayor, who shall be an ex officio member without the power to vote, and seven residents, who shall be appointed by the Mayor and confirmed by the City Council.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council hereby amends the Committee to increase the membership of the Committee to eight members, comprised of the Mayor, who shall be an ex officio member without the power to vote, and seven residents, who shall be appointed by the Mayor and confirmed by the City Council.

Section 2: The five resident members of the Committee appointed by the Mayor and confirmed by the City Council at the February 12, 2019, City Council meeting shall continue to be members of the Committee.

Section 3: The Committee shall continue to be an ad hoc committee and the term, qualification of appointees, selection of appointees, appointment process, membership, and responsibilities of the Committee shall be done in conformance with this resolution and Attachment 1, which is incorporated herein by reference.

Section 4: The City Council hereby repeals Resolution No. 2019-7.

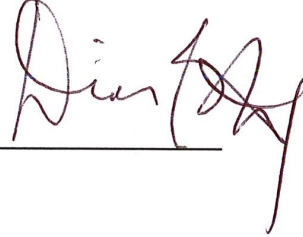
Section 5: If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 6: The recitals provided in this resolution are true and correct and are incorporated into the substantive portion of this resolution.

Section 7: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 8: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

ADOPTED this 26th day of February 2019.



Diane B. Dixon
Mayor

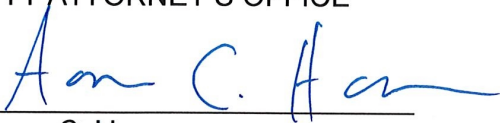
ATTEST:



Leilani I. Brown
City Clerk



APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment 1: Description of the General Plan Update Steering Committee

ATTACHMENT C: PROPOSAL REQUIREMENTS CHECKLIST

Instructions: This checklist is provided as a guide for Proposers to assemble Proposals. As closely as possible, please adhere to the following format and order when assembling proposals. Please note that part of the evaluation criteria takes into consideration the responsiveness of a proposal; proposals missing any required attachments shall be evaluated accordingly. Submittals should follow the same order and sections indicated below:

PART 1: TECHNICAL PROPOSAL SECTION

SECTION A: PROPOSER BACKGROUND



COVER LETTER

A cover letter not to exceed two (2) pages in length shall summarize key elements of the proposal and demonstrate an understanding of the Project as requested. The cover letter shall be signed by a representative able to submit a formal offer and bind the Proposer to contractual obligations.



ORGANIZATIONAL STRUCTURE

Provide identification of the project team, including organizational chart and resumes of each team member. The consultant's primary representative shall be available on all occasions for discussion with City staff. Specific responsibilities of each team member, along with their anticipated total effort in the projects, shall be detailed in a matrix of total hours of work for each task versus each job classification on the project. Identify key personnel from your firm, including specific personnel that would be assigned to this Project, if any. Any and all Prime Contractor and Subcontractor relationships and responsibilities must be detailed.

SECTION B: METHODOLOGY



PROPOSAL – METHODOLOGY

Provide your proposed work plan, which shall address every point listed in the scope of services. The ideal work plan should provide an overview of the processes that would be utilized by your firm in facilitating this Project and demonstrate familiarity with developing similar plans. If your firm offers additional services not specifically described in the Scope of Services, provide a description of these services and the benefit they serve to the City.



ANTICIPATED WORK SCHEDULE

Provide a comprehensive proposed project schedule, including proposed start and completion dates for each task.

SECTION C: PROPOSER EXPERIENCE



MINIMUM REQUIREMENT: EXPERIENCE

Demonstrate experience with at least three (3) projects of a similar scope and nature by providing a synopsis of each project, as well as relevant exemplary work produced for each project.

☒ **REFERENCES/RECENT PROJECT HISTORY**

Provide at least three (3) references for whom your firm has performed similar services. Provide a brief synopsis of the services performed, and contact information for each reference. Emphasis will be placed on references that are local government entities. The City reserves the right to contact any references provided.

SECTION D: PROPOSAL ATTACHMENTS

☒ **ATTACHMENT A: STATEMENT OF COMPLIANCE**

Proposers must submit a signed Statement of Compliance with proposals. The Statement of Compliance is separated into two sections, only one of which is to be signed. The first section states that the Consultant agrees with all terms and conditions as indicated in this RFP document and/or Draft Agreement; the second section states that the Consultant intends to take exception to certain terms and conditions within the RFP document and/or Draft Agreement.

☒ **ATTACHMENT B: PROPOSER INFORMATION FORM**

☒ **ATTACHMENT C: PROPOSAL REQUIREMENTS CHECKLIST**

☐ **OTHER INFORMATION**

Include any other information you consider to be relevant to the proposal.

PART 2: COMPENSATION PROPOSAL SECTION

☒ **COST/FEE PROPOSAL**

Provide a not-to-exceed fee for the services to be provided and current fee schedule for each job classification. **These items shall be submitted in a separate submittal.** The fee shall be broken down showing hours for each job classification for each task, fee for each task, and shall include miscellaneous costs such as travel, duplication, clerical support, etc. The City reserves the right to eliminate any tasks from the scope of work, and reduce the not-to-exceed fee by the cost of the task eliminated.

SUBMISSION INSTRUCTIONS

☒ **ELECTRONICALLY TRANSMIT ONE (1) COPY OF THE TECHNICAL PROPOSAL SECTION TO RFP ADMINISTRATOR**

Proposals must be e-mailed to: anguyen@newportbeachca.gov

☒ **ELECTRONICALLY TRANSMIT ONE (1) COPY OF THE COMPENSATION PROPOSAL SECTION TO RFP ADMINISTRATOR**

Proposals must be e-mailed to: anguyen@newportbeachca.gov

**{ON-CALL} PROFESSIONAL SERVICES
AGREEMENT
WITH Newport Beach FOR
Angela DiPasquale**

THIS {ON-CALL} PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 20th day of 6/19 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and Angela DiPasquale, a Consultant ("Consultant"), whose address is 815 Seagull Lane, and is made with reference to the following:

DS 101 NB, CA 92663

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to RFP No. 19-69 ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on 02/19/2019, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. SERVICES TO BE PERFORMED {ON-CALL AGREEMENT}

3.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

3.1.1 A detailed description of the Services to be provided;

3.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

3.1.3 The estimated number of hours and cost to complete the Services; and

3.1.4 The time needed to finish the specific project.

3.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

4. TIME OF PERFORMANCE

4.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A {and the Letter Proposal}. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A {and the Letter Proposal}, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

4.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

4.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

4.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

5. COMPENSATION TO CONSULTANT

5.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

5.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement {and the Letter Proposal} or specifically approved in writing in advance by City.

5.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B {and the Letter Proposal}.

6. PROJECT MANAGER

6.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Ben Zdeba to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

6.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

7. ADMINISTRATION

This Agreement will be administered by the Ben Zdeba ^{General Steering Plan} City's ^{Associate Planner} or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

8. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement,

City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

9. STANDARD OF CARE

9.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards. Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

9.2 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

10. HOLD HARMLESS

10.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, employees and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this (collectively, the "Indemnified Parties), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which may arise from or in any manner relate (directly or indirectly) to any breach the negligence, recklessness, or willful misconduct of the terms and conditions of this Agreement, any work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

10.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

11. INDEPENDENT CONTRACTOR

11.1 It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

11.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

12. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

13. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

14. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

15. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

16. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

17. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A {and the Letter Proposal}. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

18. OWNERSHIP OF DOCUMENTS

18.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party.

Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

18.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

18.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18.4 CADD data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in .dwg file format, on a CD, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department. The City will provide Consultant with City title sheets as AutoCAD file(s) in .dwg file format. All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18.5 All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard twenty-four inch (24") by thirty-six inch (36") Mylar with a minimum thickness of three (3) mils. Consultant shall provide to City 'As-Built' drawings and a copy of digital Computer Aided Design and Drafting ("CADD") and Tagged Image File Format (.tiff) files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

19. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

20. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

21. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

22. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, 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 under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

23. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

24. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

25. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

26. CONFLICTS OF INTEREST

26.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

26.2 If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

27. NOTICES

27.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

27.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Ben Zdeba 949-644-3253
bzdeba@newportbeachca.gov
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

27.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Angela DiPasquale 949-887-0079
815 Seagull Lane DS 101
NB, CA 92663
theadventuresofangela@gmail.com

28. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code

sections 900 *et seq.*).

28.2 To the extent that Consultant's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

29. TERMINATION

29.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

29.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

30. PREVAILING WAGES

Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Agreement shall be paid to all workmen employed on the Work to be done according to the Agreement by the Consultant and any subcontractor. In accordance with the California Labor Code (Sections 1770 *et seq.*), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Consultant is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Consultant or any subcontractor under him/her to comply with all State of California labor laws, rules and

regulations and the parties agree that the City shall not be liable for any violation thereof.

30.1 Unless otherwise exempt by law, Consultant warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently registered and qualified to perform public work. Consultant further warrants that it is currently registered and qualified to perform “public work” pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

31. PREVAILING WAGES {MODIFIED PREVAILING WAGES}

31.1 If any of the Work contemplated under the Agreement is considered a “public work”, pursuant to the applicable provisions of the Labor Code of the State of California, including but not limited to Section 1720 *et seq.*, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman shall be paid to all workmen employed on such. In accordance with the California Labor Code (Sections 1770 *et seq.*), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Consultant is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Consultant or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

31.2 In such event, unless otherwise exempt by law, Consultant warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently registered and qualified to perform public work. Consultant further warrants that it is currently registered and qualified to perform “public work” pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

32. STANDARD PROVISIONS

32.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

32.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

32.3 Waiver. A waiver by either party of any breach, of any term, covenant or

condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

32.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

32.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

32.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

32.7 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.

32.8 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.

32.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

32.10 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 race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

32.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

32.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: _____

By: Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: Ben Zdeba
City Associate Planner

CONSULTANT: Angela DiPasquale, a
Consultant

Date: 04/20/2019

By: _____

Date: _____

By: _____

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements