

July 16, 2007

Honorable Mayor and Members of the
Hermosa Beach City Council

Regular Meeting of
July 24, 2007

**SUBJECT: CONTRACT AMENDMENT FOR ON-GOING STAFF SERVICES FOR
INTERIM SENIOR BUILDING INSPECTOR / DEPUTY BUILDING
OFFICIAL**

Recommendation

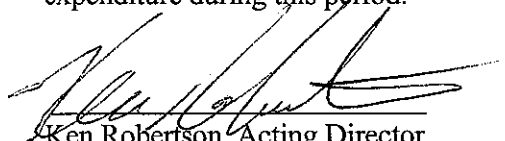
That the City Council approve the amendment to the contract for JAS for on-going staff services.

Background

The Senior Building Inspector / Deputy Building Official position is currently filled on an interim basis by JAS, a contract building inspection services firm. The City has been recruiting to permanently fill this position, however, no qualified candidates have been found, and the recruitment is on-going.

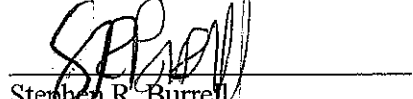
The City Council recently extended the contract with JAS, with no term limit, which specified an hourly rate for a Senior Inspector of \$65 assuming full time staffing. Recently, JAS has filled the position on a part-time basis (2 days a week), with a qualified Building Official who is normally hired out at a much higher billing rate. JAS currently does not have any personnel that specifically meet the Senior Building Inspector qualifications to fill this position. JAS is also recruiting for Senior Building Inspector level personnel.

The contract needs a minor modification to specify another billing rate (\$85 hourly for a Building Official) in addition to the \$65 listed for a Senior Building Inspector. This will allow the Community Development Department to continue to meet staffing needs on an interim basis during recruitment, and also have the flexibility to use different personnel from JAS as needed. While the 2-day a week staffing is not ideal, the City has benefited from the higher level of professional expertise, with less total expenditure during this period.



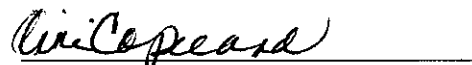
Ken Robertson, Acting Director
Community Development Department

CONCUR:



Stephen R. Burrell
City Manager

APPROVED FOR FISCAL IMPACT:



Viki Copeland, Director
Finance Department

Attachment

1. JAS Contract

**AGREEMENT TO PROVIDE BUILDING CONSULTING SERVICES
TO THE CITY OF HERMOSA BEACH**

This agreement, (the "Agreement") is entered into on June 18, 2007 by and between the City of Hermosa Beach, a municipal corporation, located at Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885, hereinafter referred to as "CITY", and JAS Pacific, Inc. 4295 Jurupa Street, Suite 203, Ontario, California, 91761 hereinafter referred to as "CONSULTANT":

WHEREAS, CONSULTANT is a California corporation which provides building and planning consulting services to government agencies for the purpose of discharging the responsibilities of government agencies; and

WHEREAS, CONSULTANT is qualified to provide such services; and

WHEREAS, economic reasons exist which make it in the best interests of CITY to discharge certain of its responsibilities through the use of consulting services provided by CONSULTANT; and

WHEREAS, CITY, requires CONSULTANT services to comply with state and federal building regulations;

NOW, THEREFORE, in consideration of the promises, covenants, and warranties hereinafter set forth, the parties hereto mutually agree as follows:

**ARTICLE 1
IMPLEMENTATION**

1.1 Term of Agreement. This Agreement and the rights and obligations of CITY and CONSULTANT shall commence on the date first written hereinabove, and shall continue as needed. This Agreement may be terminated with or without cause by either party with ten (10) days advance written notice specifying the effective date of termination. In the event of such termination, CONSULTANT shall be compensated for such services up to the point of termination.

1.2 Scope of Services. CONSULTANT shall provide CITY with consulting services consistent with the duties required as specified in Exhibit A attached hereto and incorporated herein by reference which shall include:

- a. Provide public information regarding the Building Code and Zoning Code.
- b. Supervise building inspection staff in the office and in the field.
- c. Conduct limited plan reviews, prepare reports, provide plan check, zone check and plan coordination and maintain plan check status in electronic files and project case files.

1.3 Other Duties of Consultant. CONSULTANT shall: (1) pay all fees and other remuneration to the individuals whom it provides to perform the services pursuant to this Agreement; (2) prepare and file all applicable tax documents and reports; (3) pay all amounts due and owing pursuant to the applicable tax documents and reports. CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person engaged by CONSULTANT performing services hereunder for CITY.

1.4 Workers' Compensation. CONSULTANT agrees to maintain Workers' Compensation and Employers Liability Insurance of a form and in an amount as required by state law covering the individuals providing services pursuant to this Agreement.

1.5 Other Insurance. CONSULTANT agrees to and shall at its own cost and expense procure and maintain during the term of this Agreement general liability insurance in an amount of not less than \$1 million per occurrence and annual aggregate. Such insurance shall be procured from an insurer authorized to do business in California, and approved in writing by CITY. CITY and its officers and employees shall be named as additional insureds. In addition, CONSULTANT shall obtain professional liability insurance in the amount of \$500,000 per occurrence and \$1 million annual aggregate. CONSULTANT shall provide CITY with satisfactory evidence that premiums have been paid and shall deliver to CITY satisfactory evidence that such insurance has been renewed and that the required premium or premiums therefore have been paid. The policies shall provide that they are not subject to cancellation without thirty (30) days written notice to CITY.

1.6 Driver's License. Proof of valid California Driver's License with safe driving record shall be provided by CONSULTANT.

ARTICLE 2 COMPENSATION

2.1 Fee. CITY shall pay CONSULTANT for the consultant services rendered pursuant to this Agreement in accordance with the rates and amounts set forth in Exhibit A.

2.2 Invoices. CONSULTANT shall submit to CITY a monthly invoice for services rendered. If CONSULTANT'S bill is properly prepared, CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT'S bill not later than thirty (30) days from invoice date.

2.3 Payment Address. All payments due shall be paid to:

JAS Pacific Inc., Municipal Consulting and Engineering Services
4295 Jurupa Street, Suite 203
Ontario, CA 91761

ARTICLE 3 SUPERVISION OF CONSULTANTS

CITY shall review the work by CONSULTANT to perform work described in Exhibit A. The individuals provided by CONSULTANT to perform such services shall discharge government responsibilities and perform in accordance with the ordinances, resolutions, rules, regulations, and procedures adopted by CITY. CONSULTANT shall have no control over such government responsibilities and such ordinances, resolutions, rules, regulations, and procedures.

CONSULTANT, and the individuals it provides to perform building consultant services, shall have the status of independent contractors to CITY and shall have no power to incur any debt or obligation for or on behalf of CITY. Neither CITY nor any of its officers or employees shall have any control over the conduct of CONSULTANT, or any of the individuals provided by CONSULTANT to perform building consultant services, except as herein set forth. CONSULTANT expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any

manner employees of CITY, it being distinctly understood that CONSULTANT is and shall at all times remain to CITY a wholly independent contractor and CONSULTANT'S obligations to CITY are solely as such as are prescribed by this Agreement.

ARTICLE 4 INDEMNIFICATION

CONSULTANT shall indemnify, defend, and hold harmless CITY, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from the negligent or wrongful acts, errors or omissions of CONSULTANT and its employees, subconsultants and agents in the performance of professional services under this Agreement. CONSULTANT shall promptly pay the amount of any judgment rendered against the CITY, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by CITY in the defense of such claims.

CITY shall indemnify and hold harmless CONSULTANT, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from the negligent or wrongful acts, errors or omissions of CITY and its employees, officers, and agents in the performance of its governmental responsibilities. CITY shall promptly pay the amount of any judgment rendered against CONSULTANT, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by CONSULTANT in the defense of such claims.

ARTICLE 5 GENERAL PROVISIONS

5.1 Representation. A CITY representative shall be designated by the CITY and a CONSULTANT representative shall be designated by CONSULTANT as the primary contact person for each party regarding performance of this Agreement. The following are the designated representatives:

Representative for CONSULTANT – J Addison Smith
Representative for CITY -- Ken Robertson

5.2 Legal Action. Should either party to this Agreement bring legal action against the other, the case shall be handled within the County where CITY is located, and the party prevailing in such action shall be entitled to reasonable attorneys' fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

5.3 Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party.

5.4 Titles. The titles used in this Agreement are for general reference only and are not part of this Agreement.

5.5 Conflict of Interest. CONSULTANT shall provide no services requiring review by the City on behalf of any private client within the corporate boundaries of CITY during the period that this agreement is in effect.

5.6 Extent of Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

5.7 Benefits. CONSULTANT will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by CITY.

5.8 Audit or Examination. CONSULTANT shall keep all records of funds received from CITY and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters are closed in accordance with 24 CFR Part 84, Sec. 84.53.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

JAS MUNICIPAL CONSULTING AND ENGINEERING SERVICES

By: _____ Date: _____

Title: _____

THE CITY OF HERMOSA BEACH

By: _____ Date: _____

Title: _____

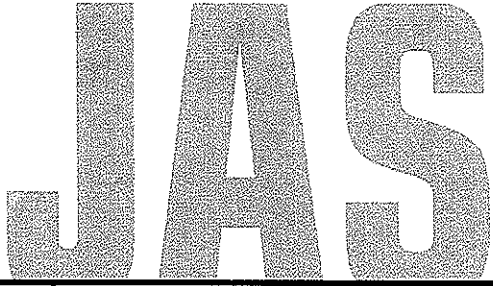
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives effective as of the date first set forth above.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



A D D E N D U M " A "

SUPPORT STAFF

SENIOR BUILDING INSPECTOR	\$65.00 per hour
CERTIFIED BUILDING OFFICIAL	\$85.00 per hour