



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

March 2, 2020

HR Green Pacific, Inc.
1260 Corona Pointe Court, Ste 305
Corona, CA 92879

Attention: Bill Hayes, CBO

Enclosed is a copy of the Agreement by and between the City of Garden Grove and HR Green California, Inc., to provide contractual Building and Safety services.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Community and Economic Development

Steven R. Jones
Mayor

John R. O'Neill
Mayor Pro Tem - District 2

George S. Brietigam
Council Member - District 1

Diedre Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim B. Nguyen
Council Member - District 6

PROFESSIONAL SERVICES AGREEMENT

BUILDING, SAFETY, AND CODE ENFORCEMENT SERVICES

THIS AGREEMENT is made this 26th day of February, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **HR GREEN PACIFIC, INC.** ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement

1. CITY desires to utilize the services of CONSULTANT to **provide Contractual Building and Safety services which includes, but not limited to, Building Abatement, Plan Check, Public Counter, Building Inspection, and Code Enforcement related services.**
2. CITY does not have the personnel to accomplish said services.
3. CONSULTANT is qualified by virtue of experience, training; education and knowledge to accomplish the required services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement until the services to be provided are completed or unless sooner terminated per Subsection 3.4.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the tasks specified in CONSULTANT's Proposal, which is attached hereto as Attachment "A" and incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work. CONSULTANT represents that all services will be performed in a timely and competent, manner consistent with that degree of care and skill ordinarily exercised by members of CONSULTANT'S profession currently practicing at the same time and in the same or similar locality. By executing this Agreement, CONSULTANT represents that it has carefully considered how the work should be performed and, to the best of CONSULTANT's knowledge, fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated for the services provided under this Agreement in accordance with Service Descriptions and Rate Sheet set forth in Attachment "A"; provided, however, that total compensation payable by CITY to CONSULTANT under this Agreement

shall not exceed the total amount of **Forty- Nine thousand, Nine Hundred and Ninety-Nine Dollars and 00/100 cents (\$49,999.00)**, payable in arrears and billed on a time-and material basis. Unless otherwise mutually agreed by the parties in writing, CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice submitted by CONSULTANT for work completed. Labor and Expenses will be billed per the attached Rate Sheet/Quote (Attachment "A").
- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination to the other party. If the Agreement is terminated, then the provisions of this Section 3 shall apply to that portion of the work completed. In such event, CITY will compensate CONSULTANT for work performed to date in accordance with the Proposal. CONSULTANT is required to present evidence to support performed work.

4. Insurance Requirements

- 4.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All Insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any cancellation at least thirty (30) days in advance, with the exception of ten (10) days' notice for non-payment of premium.
- 4.2 Workers Compensation Insurance. For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, and employees.
- 4.3 Insurance Amounts. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies

must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;

- b) Automobile liability in an amount not less than of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, and employees as additional insured for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, and employees as additional insured for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, and employees shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

- 5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach CITY, or for any amount, which may become due to CONSULTANT.
- 6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
- 7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** Except for licensed work as provided for in CONSULTANT's Proposal, all documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

**HR GREEN PACIFIC, INC.
Attention: Bill Hayes, CBO
bhayes@hrgreen.com
1260 Corona Pointe Court
Suite 305
Corona CA, 92879**

(b) Address of CITY is as follows (with a copy to):

**Alana Cheng
Community & Econ. Dev. Dept.
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840**

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT's proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and, to the best of the CONSULTANT's knowledge, is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Performance.** The CONSULTANT will perform Services with reasonable diligence and expediency consistent with sound professional practices.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, and capability of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required under this Agreement without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold harmless CITY and its elective or appointive boards, officers, and employees from any and all claims, liabilities, costs, or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damages of any nature, caused by the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent

contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to indemnify and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all 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 CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY. *[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

ATTEST:

"CITY"
CITY OF GARDEN GROVE

City Clerk Dated

By: _____
City Manager Dated

APPROVED AS TO FORM:

(see next page)

City Attorney Dated

"CONSULTANT"
HR GREEN PACIFIC, INC.

By: _____

Title: VICE PRESIDENT

Dated: 2/20/2020

Tax I.D.: 821518456

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

ATTEST:

Diana Romero 2/26/20
City Clerk Dated

"CITY"
CITY OF GARDEN GROVE

By: MAC 2/26/20
City Manager Dated

APPROVED AS TO FORM:

Amey Sandora 12-23-19
City Attorney Dated

"CONSULTANT"
HR GREEN PACIFIC

By: (see previous page)

Title: _____

Dated: _____

Tax I.D.: _____

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

CONSENT RESOLUTION
OF THE BOARD OF DIRECTORS OF

HR GREEN PACIFIC, INC.

The following actions are taken by the Board of Directors of HR Green Pacific, Inc., a California Corporation, by written consent of the Board of Directors, without a meeting, pursuant to Section 307(b) of the California Corporations Code permitting such actions to be taken:

OFFICERS

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation, each to serve at the pleasure of the Board of Directors until the next regular meeting of the Board of Directors (or written consent in lieu thereof) following the next annual meeting of the Shareholders of this corporation and until his or her successor is elected and qualified, or until his or her earlier resignation or removal:

President: Richard L. White

Chief Financial Officer/Treasurer: Michelle A. Byard

Secretary/Vice President: Jason J. Poppen

Officer in Charge of Engineering Practice as referred to in California Business and Professions Code Section 6738: Richard L. White

Responsible Managing Officer in charge of Contracting as referred to in California Business and Professions Code Section 7068: Richard L. White

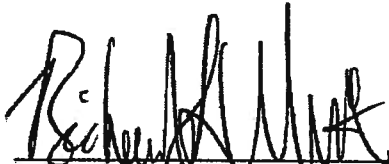
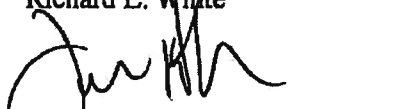
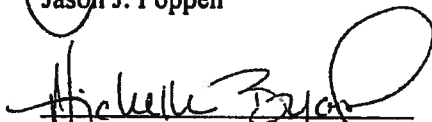
Vice President: Mohammad Akram Chaudhry
Jason S. Dohrmann
David R. Dougherty
Michael J. Halde
James E. Halverson
Timothy J. Hartnett
Steven R. Heyer
Dawn R. Horner
Ajay Jain
Ronald Krall
Andrew E. Marsh
David J. Moermond
Heath Picken
James R. Rasmussen
Stephen A. Sparks
Teresa H. Stadelmann
Roy Stephenson
George A. Wentz

GENERAL EMPOWERING RESOLUTIONS

RESOLVED, that the officers of this corporation are, and each acting alone is, authorized and empowered, to perform all acts, including the execution of all documents necessary or convenient to secure the rights, perform the obligations and carry out the duties of this corporation pursuant to such contracts and agreements.

The undersigned, constituting the Board of Directors of this Corporation, do hereby consent to the foregoing actions.

Dated October 19, 2017.


Richard L. White
Jason J. Poppen
Michelle A. Byard

Attachment "A"

Service Description/Resumes And Rate Sheet

EXPERIENCE

5 Years

EDUCATION

AA, Liberal Studies

Bernard Zimmerman

Code Enforcement Officer

Bernard brings 5 years of Code Enforcement experience and is proficient in Accela and Microsoft Office Suite. He is bi-lingual (fluent in English and Spanish) with a customer service background and excellent communication skills. His problem solving skills and attention to detail paired with his ability to navigate challenging social exchanges make him an excellent choice for client facing tasks.

SELECTED RELEVANT EXPERIENCE

↳ Code Enforcement Officer, City of Jurupa Valley

Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

↳ Customer Support Representative

- ↳ Customer service and technical support to users by phone and email. Users including instructors, teachers, administrators, students, as well as Sales and Marketing staff of partner companies.
- ↳ Trouble-shooting and testing of product and active contribution to its continuous improvement by providing product development solutions based on customer feedback.
- ↳ Coordinate with other departments to determine solutions/resolve issues
- ↳ Daily reporting and tracking of company data
- ↳ Mentor and provide leadership to new employees

EXPERIENCE

30+ Years

EDUCATION / CERTIFICATION

Inspection Technology and
Justice Administration
College Coursework

PC 832 Arrest and Control
Certification

Code Enforcement
Certification (CACEO)

Advanced Code Enforcement
Training Certificate (CACEO)

Intermediate Code
Enforcement Training
Certificate (CACEO)

Basic Code Enforcement
Training Certificate (CACEO)

Joel Ramos

Code Enforcement Officer

Joel brings more than 30 years of broad municipal government services experience for various Southern California cities. This has included myriad code enforcement, emergency response, parking, customer interface, finance, and payroll duties.

SELECTED RELEVANT EXPERIENCE

↳ Code Enforcement, City of Montclair Code Enforcement Officer for Community Development Department, responsible for coordinating, scheduling, and performing code enforcement inspections and investigations activities to zoning and business license requirements. Issues notice of violations, administrative citations, parking citations and other enforcement actions to abate public nuisances.

↳ Code Enforcement, City of Chino Reserve Code Enforcement Officer, responsible for assisting code enforcement officers and managers with the enforcement of the Chino municipal code.

↳ Code Enforcement and Public Safety, City of Pasadena Assisted Code Enforcement Division Officers of the Planning and Permitting Department in the research, filing, and collection of funds and field inspections to enforce state, county and municipal codes, ordinances, and regulations.

EXPERIENCE

5 Years

EDUCATION

Some College Coursework

Ramon Pineda Dionisio

Code Enforcement Officer

Fluent in both English and Spanish, Ramon excels in communication. His background in customer service prepared him for a multitude of challenging interpersonal situations and nurtured his people-oriented problem solving style.

SELECTED RELEVANT EXPERIENCE

- ▷ **Code Enforcement Officer, City of Chino** Performs field and office work relating to the enforcement of fire hazard, vehicle, and public nuisance abatement, housing and land use ordinances, and related regulations; performs related duties as required.
Identify public nuisance violations, and participate in routine code investigations.
Resolves disputes when possible regarding enforcement actions, notices to abate, and citations
- ▷ **Quality Control Inspection Technician**
 - Visual and measuring inspection
 - Document inspection results by completing reports and logs Inputting data into quality database
- ▷ **Customer Service Representative**
 - Professional Interaction with customer via: email, phone or in person
 - Identify material needed to build and complete projects

EXPERIENCE

5 Years

EDUCATION / SPECIAL TRAINING

BS, Business Administration

Basic Code Enforcement Training Module I, II, III

CERTIFICATION

P.C. 832 (Powers of Arrest & Control & Fire Arms)

Certified Code Enforcement Officer - CACEO (C58856916/7/22)

CLETS certification current thru 1/14/2021

William Torres

Code Enforcement Officer

Fluent in both English and Spanish, Ramon excels in communication. His background in customer service prepared him for a multitude of challenging interpersonal situations and nurtured his people-oriented problem solving style.

SELECTED RELEVANT EXPERIENCE

- ▷ **Present Code Enforcement/Parking Control Specialist, City of Stanton** inspections of residential and commercial and issue notice of violation or citations for safety and zoning violations.
- ▷ **Contract Code Enforcement Officer, City of Huntington Beach** Receive Complaints and prepare case files regarding zoning, signs, inoperative vehicles, property maintenance, various other municipal code violations; maintain the integrity of assigned case files.
- ▷ **Code Enforcement Internship, City of Montebello** Receive Complaints and prepare case files regarding zoning, signs, inoperative vehicles, property maintenance, various other municipal code violations; maintain the integrity of assigned case files.



City of Garden Grove Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Dat
38050	HR GREEN PACIFIC	Compliant				
		A+g , XV	Zurich American Insurance Company	BAP373096810	1/1/2020	1/1/2021
		A++g , XV	Travelers Property Casualty Company of America	ZUP14N8656620	1/1/2020	1/1/2021
		A+g , XV	Zurich American Insurance Company	GLO373096710	1/1/2020	1/1/2021
		A+g , XV	Zurich American Insurance Company	WC373096610	1/1/2020	1/1/2021

Risk Profile :

Standard (not professional services or construction)

Required Additional Insured :

City of Garden Grove, its officers, officials, agents, employees and volunteers