

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable City Council

**FROM:** Barry K. Hogan, Community Development Director   
Prepared by: Laura Stringer, Administrative Services Manager 

**DATE:** July 20, 2006 (CC Meeting of 08/16/06)

**SUBJECT:** Consider Professional Services Agreement between the City of Moorpark and Seaport Lighting, Inc. for Contract Lighting Plan Evaluation, Inspection and Design Services

**BACKGROUND/DISCUSSION**

On February 2, 2000, the City Council approved a Professional Service Agreement with Dahl Taylor & Associates, Inc. (DTA) for contract lighting plan evaluation, inspection and design services. DTA has provided services on an as needed basis since that time. Although staff had been generally satisfied with the services provided by DTA; recently, due to staffing changes at DTA, and a change in focus for their priorities, DTA has been less responsive to staff's needs for plan check requests. In addition, DTA offices are located in Santa Ana, making direct contact difficult.

Staff has researched the feasibility of circulating a Request for Proposal (RFP) for lighting plan evaluation, inspection and design services and determined that lighting consultants who provide the services required by the City, and who do not also have conflict of interest issues, are very limited. Also, staff's most recent RFP for landscape plan review services resulted in only one responsive proposal, from our current consultant at the time.

Staff has had preliminary discussions with Teri L. Jackson, a Certified Lighting Professional, with Seaport Lighting, Inc. in Porter Ranch. The majority of Seaport's design services are provided to public agencies, and are therefore not in conflict with the City's requirement that a professional services consultant may not work with property owners or developers who have property or projects in the City of Moorpark. In addition, Seaport is located in Porter Ranch, a reasonable driving distance should Ms. Jackson's presence be needed in Moorpark for inspections or meetings.

In order to meet critical plan review deadlines on two commercial projects currently under construction, staff has utilized the lighting plan check services of Seaport Lighting, Inc. on a preliminary trial basis, under a purchase order agreement. The hourly rate, per job cost,

plan check turn around time, and effectiveness of plan check review comments have been very satisfactory to date. Ms. Jackson has provided staff with a proposal that includes a scope of services and an hourly rate of \$90.00, which is \$20.00 less than the hourly rate of \$110.00 most recently approved for DTA.

Due to conflict of interest issues and decline in responsiveness of DTA, staff has determined Seaport Lighting, Inc. to be a sole provider for the specific services that the City of Moorpark requires. The attached draft Professional Services Agreement includes the scope of services and compensation for lighting plan evaluation, inspection and design services to be provided at an hourly rate, on an as needed basis for a not to exceed \$750.00 per job cost unless approved in writing by the Community Development Director prior to initiation of project lighting plan check.

**STAFF RECOMMENDATION**

1. Approve the Professional Services Agreement between the City of Moorpark and Seaport Lighting, Inc., for lighting plan evaluation, inspection and design services, subject to final language approval of the City Manager and City Attorney, and authorize the City Manager to sign the amendment.
2. Authorize staff to terminate the Professional Services Agreement with Dahl Taylor & Associates, Inc. in accordance with the terms of the current agreement.

Attachment:

1. Draft Professional Services Agreement between the City of Moorpark and Seaport Lighting, Inc., for lighting plan evaluation, inspection and design services.
2. Seaport Lighting Brochure

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN THE CITY OF MOORPARK AND SEAPORT LIGHTING, INC.  
FOR CONTRACT LIGHTING PLAN EVALUATION, INSPECTION AND DESIGN  
SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Moorpark, a Municipal Corporation located in the County of Ventura, State of California, hereinafter referred to as "CITY" and Seaport Lighting, Inc., hereinafter referred to as "CONSULTANT."

**WITNESSETH**

WHEREAS, CITY has the need for certain lighting consultant services; and

WHEREAS, CITY desires to contract for such services with a private consultant in anticipation that said private consultant can provide such services in a manner acceptable to the CITY; and

WHEREAS, the CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, CITY wishes to retain the CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY does hereby appoint CONSULTANT in a contractual capacity to perform certain functions of contract lighting plan evaluation, inspection and design services, and to perform the services in accordance with the terms and conditions hereinafter set forth in Exhibit "A".

**I. COMPENSATION TO CONSULTANT**

The fees in full Compensation to the CONSULTANT for the services rendered shall be in accordance with the hourly rate(s) hereinafter set forth in Exhibit "B"

Payment to the CONSULTANT shall be made by CITY within thirty (30) days of receipt of invoice, except for those which are contested/questioned and are returned by CITY, with written explanation within thirty (30) days of receipt of invoice.

## **II. TERMINATION**

This Agreement may be terminated by the CONSULTANT only by providing CITY with written notice no less than ninety (90) days in advance of such termination. This Agreement may be terminated with or without cause by CITY at any time with no less than thirty (30) days written notice of such termination. In the event of such termination, the CONSULTANT shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination.

## **III. INDEMNIFICATION**

A. Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the full extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same as caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees, subconsultants, contractors and subcontractors (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement.

B. Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, subconsultants, or contractors and subcontractors of CONSULTANT.

C. Indemnification for Employee Benefits. CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, to any claims related to employee benefits, retirement benefits by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, subconsultants, or contractors and subcontractors of CONSULTANT, including if such case if filed and lost.

D. General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, contractor and subcontractor, or any other person or entity involved by, for, with, or on behalf of CONSULTANT in the performance of this agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns or heirs of CONSULTANT and shall survive the termination of this agreement or this section.

E. City does not and shall not waive any rights that it may have against CONSULTANT by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in Paragraphs A and B of this Section.

#### **IV. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A, attached to and part of this agreement.

#### **V. GENERAL CONDITIONS**

A. CONSULTANT covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnerships and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that CONSULTANT and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City of Moorpark and for a one-year time period following termination of this Agreement.

B. CITY shall not be called upon to assume any liability for the payment of any salary, wage or other compensation to any person employed by the CONSULTANT performing services hereunder for CITY.

C. The CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its officers, employees or agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT'S officers, employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the CITY. Nothing contained in this Agreement shall be deemed, construed or represented by the CITY or the CONSULTANT or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the CITY and the CONSULTANT.

D. In the event of termination of this Agreement, all original documents, plans, designs, drawings, inspection reports, logs, diskettes, computer files, notes and other related materials prepared or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the CITY. Upon written request from the CITY, the CONSULTANT shall deliver in good condition and in a manner prescribed by the CITY all such property within ten (10) working days of the request.

E. During the term of this contract, and for a period of six (6) months after the term of this contract, CONSULTANT agrees not to solicit, recruit, or contact any City employee for purposes of hiring such employee or for purposes of retaining such employee to work for CONSULTANT as a consultant. CONSULTANT agrees that if any City employee submits an unsolicited application for employment or consulting work to CONSULTANT and CONSULTANT hires such City employee as an employee or consultant, CONSULTANT shall pay to City a fee of Seventy-five Thousand Dollars (\$75,000.00) to compensate City for costs associated with recruitment of a replacement, training, temporary interim employees, and other related expenses.

F. Cases involving a dispute between the CITY and the CONSULTANT may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

G. Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

TO: City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021  
Attn: City Manager

TO: Seaport Lighting, Inc.  
19542 Shadow Springs Way  
Porter Ranch, CA 91326  
Attn: Teri L. Jackson, LC, IESNA

Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

H. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

I. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

J. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

K. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

L. This Agreement is made, entered into, executed and is to be performed in Moorpark, Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

M. The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.

#### **IV. RESPONSIBLE INDIVIDUAL**

The individual in responsible charge for the performance of the duties set forth herein shall be Teri L. Jackson, and shall be titled Lighting Consultant.

Upon mutual written agreement of the parties, other individuals may be substituted in the above capacity as Lighting Consultant in responsible charge.

In the event of a vacancy in the Lighting Certified Professional position of the City, the City Manager may appoint an employee or officer of CONSULTANT as Lighting

Consultant. CONSULTANT agrees to perform the responsibilities of CONSULTANT consistent with the terms of this Agreement and applicable state law.

**V. IMPLEMENTATION**

The CITY shall provide the CONSULTANT with written notice in advance of the date at which these services are to be implemented if different than the date of the Agreement.

**ATTACHMENTS:**

1. EXHIBIT A – Insurance
2. EXHIBIT B – Scope of Service
3. EXHIBIT C – Compensation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF MOORPARK

CONSULTANT  
Seaport Lighting, Inc.

\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_  
Teri L. Jackson

**ATTEST:**

\_\_\_\_\_  
Deborah S. Traffenstedt  
City Clerk

## EXHIBIT "A"

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*CONSULTANT shall provide the following types and amounts of insurance:*

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$300,000 per accident. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease, when required by the State.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.}

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by CONSULTANT--CONSULTANT and City agree to the following with respect to insurance provided by CONSULTANT:

1. CONSULTANT agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, servants, agents, and independent consultants ("City indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of subrogation prior to a loss. CONSULTANT agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by CONSULTANT and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City' and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City', as the need arises. CONSULTANT shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONSULTANT's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to

City of any cancellation of coverage. CONSULTANT agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CONSULTANT or any subconsultant, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. CONSULTANT agrees to ensure that subcontractors, and any other party involved with the project, who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. CONSULTANT agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If CONSULTANT's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the CONSULTANT, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City' reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of City to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations

on City nor does it waive any rights hereunder in this or any other regard.

15. CONSULTANT will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONSULTANT's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of CONSULTANT under this agreement. CONSULTANT expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or CONSULTANT for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. CONSULTANT agrees to provide immediate notice to City of any claim or loss against CONSULTANT arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

**EXHIBIT "B"**  
**SCOPE OF SERVICES**  
**LIGHTING PLAN EVALUATION, INSPECTION AND DESIGN SERVICES**

A. Lighting Plan Checking (Review)

1. Upon receipt of plan package, review for scope and estimate not to exceed fee based on approved hourly rates. E-mail estimate to the Case Planner.
  - Estimated per job fees of \$750.00 or less may be approved via e-mail by the Case Planner, who will electronically provide authorization to proceed.
  - Estimated per job fees greater than \$750.00 must be approved via e-mail by the Community Development Director, who will electronically provide authorization to proceed.
2. Upon receipt of authorization to proceed, review and check lighting plans for compliance with City Ordinances and sound lighting practices, to include review of, but not limited to the following:
  - a. Maximum, minimum and uniformity of foot-candle levels.
  - b. Light spill and lighting cut-off issues.
  - c. Mounting height, lamp source and pole installation details.
  - d. Lighting levels.
  - e. Timing controls and switching methodology.
3. It is the City's intent to have all plans ready for Zoning Clearance at the conclusion of the second (2<sup>nd</sup>) plan check. At a minimum, the following turn around times shall apply:
  - a. First plan check – Within five (5) business days after submission of a completed set of plans.
  - b. Second plan check – Within three (3) business days after submission of requested changes.
  - c. Third plan check (if required) – Within two (2) business days after submission of requested changes.
4. Assemble, organize and maintain such records as are customarily maintained by a lighting consultant. Such records shall at all times be the property of the City and shall be open for City inspection.

- B. Lighting Inspection (Construction Observation): Within three (3) business days from receipt of notification that the lighting installation is complete, provide on-site field inspection with a photometer after installation. A typical site inspection will include verification of Installation in accordance with the approved plans. An

owner's representative will be required to provide consultant access to lighting control areas.

C. General: The following services may be requested by the City on a time and materials basis at the approved hourly rate for a not-to-exceed amount to be approved by the Community Development Director prior to commencement of work:

1. Review and comment on conceptual lighting plans.
2. Attend regular or special City Council, Planning Commission meetings and meetings with City staff, public officials, community leaders, developers, contractors, and the general public.
3. Provide general comments and/or conditions on lighting requirements for private and public development applications,.
4. Provide general technical advice on lighting services.
5. Provide lighting design for City projects.

**EXHIBIT "C"  
COMPENSATION**

**PERSONNEL SERVICES**

**RATES**

Professional Services:

\$90 per hour

Travel:

\$45 per hour originating from and ending at  
Seaport Lighting, Inc. offices

Other expenses (including, but not limited to, postage, delivery fees):  
actual costs (receipts provided)



# Seaport Lighting

*Architectural Lighting Design & Consulting*

## Need a Professional Lighting Consultant?

Available to work independently with Staff in departments such as:

- Environmental Management
- Planning & Development
- Capital Project Management
- Community Services

Proposed tasks can include the following results:

- Deliver lighting education to Staff in both planned group presentations and one-on-one specific technical assistance
- Testify on lighting issues to City Council, Boards and Commissions
- Review and provide comment, possibly suggest design revisions, on lighting designs proposed by developers for projects to be built in your City
- Provide unbiased lighting product information

At times, developments planned in your City may cause public concern. To address these concerns, a Professional Lighting Consultant can help mitigate any lighting issues by meeting with citizens, developers, architects and other lighting industry professionals to achieve workable solutions.

Simply retain my services "as needed", based on a fee-per-hour contract to educate your Staff and represent your city for any lighting challenges you may be faced with.

Please call me to discuss your lighting needs and to schedule a presentation of my recommendations specifically customized for your lighting requirements.

Thank you,

*Teri L. Jackson*

Teri L. Jackson, LC, IESNA

*About Seaport Lighting's founder~*

*Teri Jackson has over 16 years of experience in the lighting industry as a lighting consultant. In the span of her lighting career, Ms. Jackson has worked closely with utility companies, city and state municipalities, school districts, neighborhood communities, architects, electrical engineers, developers. This collaborative effort has resulted in the design and integration of several hundred highly energy efficient lighting solutions for military bases, k-12 schools, universities, port authorities, sports stadiums, international airports, health-care facilities, high-rise commercial buildings, high-end multi-family housing communities, public parks and recreational communities.*

*Ms. Jackson is a Lighting Certified Professional and holds memberships with the Illuminating Engineering Society of North America, International Association of Lighting Designers, American Institute of Architects (Allied Member), and is the Los Angeles Section Leader for the International Dark-Sky Association.*

19542 Shadow Springs Way, Porter Ranch, CA 91326

Phone: 818.366.9783 ~ Fax: 818.366.9561

[terij@seaportlighting.com](mailto:terij@seaportlighting.com) ~ [www.seaportlighting.com](http://www.seaportlighting.com)

Seaport Lighting, Inc. is a WBE/DBE/SLBE Certified California Corporation

**CC ATTACHMENT 2**

**000251**