

ORIGINAL

AGREEMENT

AGREEMENT FOR PLANNING, ECONOMIC DEVELOPMENT
AND PUBLIC WORKS SERVICES

This AGREEMENT, made and entered into this 27th day of September, 1993, by and between the City of Beaumont, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as "CITY" and Urban Logic Consultants, a General Partnership under the laws of the State of California with mailing address of 27463 Enterprise Circle West, Temecula, California, 92590, hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, CITY has the need for city planning, economic development and public works services; and

WHEREAS, CITY desires to contract for such services with a private consulting firm; and

WHEREAS, 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 CONSULTANT for the performance of said services;

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

CITY does hereby appoint CONSULTANT in a contractual capacity to perform the following services in accordance with the terms and conditions hereinafter set forth:

I. Planning Services

I-A. General Administrative Functions:

1. Establish working relationships and coordination with City staff, public agencies, County departments, utilities and service purveyors involved in matters affecting the City.
2. Analyze and recommend planning programs consistent with the economic capabilities of the City. When directed, prepare and administer identified programs.

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3. Direct and supervise the day to day functions and activities of the Planning and Economic Development Department including all planning and building functions and associated personnel.
4. Attend necessary meetings with City Council members, Planning Commissioners, City staff, public agencies, community groups, developers, contractors and the general public.
5. Provide recommendations regarding regulations and ordinances pertaining to planning matters and coordinate with the City Attorney in preparation of routine ordinances or amendments.
6. Provide zoning and planning related information to citizens and prospective applicants, conduct pre-submittal reviews, and assist individuals in coping with City processes.
7. Upgrade and maintain the City's base mapping and routine graphic needs.
8. Review, and as necessary adjust, the Planning Department's forms, processes and operational procedures to improve its efficiency, function and professional image, and bring the City's operations into the state-of-the-art, comparable with similarly sized communities.
9. Monitor and report on changes in State law, regional programs and changes in environmental regulations and adjust City processes to conform to statutory requirements.
10. Maintain an office presence at City Hall for 28 hours weekly, with the precise schedule of office hours determined through mutual agreement, with one of CONSULTANT's professional planning principals in attendance during office hours.

I-B. Development Review:

1. Review proposed land development projects, occupancies and business licenses with planning implications and notify applicants relative to zoning ordinance and General Plan compliance.
2. Coordinate and correspond with applicants and process applications in accordance with City codes and policy.
3. Review and process routine projects in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's guidelines for its implementation. Prepare initial studies and negative declarations for routine projects.

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4. Develop conditions of approval for routine projects consistent with State law and good planing practices; City policy and financing requirements; health, safety and welfare considerations; and with respect to protecting and maintaining neighborhood stability and quality of life in Beaumont.

I-C Planning Commission Staffing:

1. Provide complete staffing to the Planning Commission and act in the capacity of Planning Director/Secretary in the conduct of regularly scheduled meetings.
2. Provide professional presentations and recommendations to the Planning Commission to guide appropriately informed decision making on discretionary actions.
3. Prepare clear, professional quality graphics and other presentation materials to clarify planning issues and to convey a professional image to the public.
4. Prepare staff reports, regulations and meeting minutes, with the use of present City clerical support, for all Planning Commission meetings.
5. Utilizing City clerical support, prepare all required notices, agenda packets and other pertinent materials for Commission meetings.
6. Prepare and maintain a Planning Commissioner's Handbook to provide members with a useful reference guide on subjects including legal requirements, conducting of meetings, findings, conflict of interest and requirements of the Brown Act.

I-D City Council Staffing:

1. Utilizing City clerical staff, prepare planning notices and agenda items for meetings, including reports and resolutions.
2. Provide presentations and recommendations on planning issues and projects at regular Council meetings and hearings.
3. Provide graphic presentation materials of an appropriate quality to convey a professional image to the public at City Council meetings.
4. Attend City Council meetings on an as-need basis to provide counsel on planning issues and pertinent public comments.

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II. Economic Development Services

II-A. Public Infrastructure Financing Programs:

1. Monitor and report on on-going efforts involving public infrastructure financing programs and coordinate these efforts with other City functions, including planning, engineering, building and safety, finance, redevelopment and other City programs.
2. Advise landowners and provide preliminary technical aid in the establishment of new financing programs, or in the annexation of properties to existing financing districts.
3. Advise the City on the sale of public infrastructure bonds for the incremental expansion and upgrading of the wastewater treatment plant and other public facilities.

II-B. Special Projects:

1. Assist the City in the planning for annexation of strategic projects into the City.
2. Establish a program for priority processing for projects of exceptional merit, such as industrial and commercial developments with substantial revenue and job creation benefits.
3. Coordinate the administrative process of enacting development agreements for major development projects in the City.
4. Assist the City Manager in establishing financing programs which can augment the City's budget (e.g. redevelopment, 308 Districts, Marks-Roos, mitigation fees).

II-C. Marketing of the City:

1. Assist the City Manager in outreach functions to enhance the process of attracting business, industry and quality development to Beaumont.
2. Assist the City manager in public relations matters to promote a positive image for Beaumont and City programs, and provide assistance in managing the press on relevant matters.
3. Assist the City in the procurement of grants and other funding for local projects from federal and State sources.
4. Provide Graphic Artist services for up to forty-three hours per month.

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III. Review of Development Services Functions

CONSULTANT will prepare an independent operational analysis of the City's development services functions, processes, record keeping and communications.

III-A. Planning Department:

1. Interview current City staff, Planning Commissioners and City Council members to determine attitudes, priorities, and preferences relative to the planning function and operations, and the adequacy of coordination with other City functions.
2. Interview selected current and past project applicants to solicit comments and potential suggestions for improvements in departmental operations.
3. Review files and records to ascertain public satisfaction or complaint history with current operations.
4. Review forms and public information materials to a) ensure ready availability, b) ensure that materials are complete and provide proper instructions to applicants, and c) verify that the City is retrieving reasonable printing and production costs for materials furnished to the public.
5. Make appropriate recommendations for modifications or improvements to planning services.

II-B. Building and Safety:

1. Interview existing staff and other departments to ascertain any potential issues and problems relative to building and safety services.
2. Review records and files to ascertain public satisfaction with services and complaint history, if any.
3. Evaluate turn-around time for building plan checking and response to requests for inspection.
4. Review forms and public information materials as described relative to the Planning Department evaluation above.
5. Make recommendations relative to potential modifications or improvements to Building and Safety services.

III-C. City Engineering:

1. Interview existing staff to identify any prevailing issues, problems, resources needs and other operational considerations.

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2. Review files and records to ascertain any past problems and public satisfaction with services.
3. Review public works standards and other public information materials to ensure adequacy, clarity and completeness.
4. With the assistance of the existing staff, develop recommendations for improvements, where necessary.

III-D. Development Monitoring and Record Keeping:

1. Evaluate the City's record keeping system and capabilities, reporting process and information retrieval system for development related services.
2. Provide recommendations for improvement of data management systems, recognizing City budget limitations.

III-E. Report Preparation:

1. Prepare a preliminary report detailing findings and recommendations, for the review of the City Manager, in conjunction with reorganization of the City's development services staff and commencement of all services set forth herein.
2. Provide a final report inclusive of the City Manager's comments for presentation to the City Council as a discussion or "receive and file" item.

IV. Public Works and Engineering Services

The designated Director of Public Works will maintain a presence at City hall for 24 hours weekly, will report directly to the City Manager and will provide the following services.

1. Administer public works and engineering services including supervision of Public Works Department personnel and day to day operations of the Public Works Department as directed by the City Manager.
2. Direct maintenance and operation activities of the City's Public Works Department including those related to streets, public utilities, water, wastewater, reclaimed water and storm drain systems; motorized and non-motorized equipment; and routine contract administration.
3. Direct the Public Works Department design engineering, capital improvement projects (CIP), traffic engineering, construction inspection and material testing, surveying, construction management services and plan checking services.

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4. Attend public meetings; assist the City Manager in preparation and maintenance of budgets; and provide leadership and motivation to all employees of the Public Works Department.

V. Plan Checking and Construction Inspection

The CONSULTANT shall provide all necessary plan checking and inspection services for public works projects in the City of Beaumont as follows:

V-A. Plan Checking

On behalf of the City, ULC, under the direction of the Director of Public Works, shall review the plans prepared by civil engineers and other appropriate professionals on behalf of the City or private development interests for compliance with the ordinances of the City. The Director of Public Works shall arrange reviews by other appropriate agencies having jurisdiction in such matters relative to the enforcement of relevant codes and compliance with UBC (Uniform Building Code, 1991) and Caltrans. Only when satisfied that all conditions of approval and the appropriate requirements of the City's codes and other relevant codes and standards have been met, the Public Works Director shall approve or recommend approval of plans as relevant.

V-B. Construction Inspection

On behalf of the City, ULC, under the supervision of the Director of Public Works, shall provide inspection services during all phases of construction to enforce compliance with codes and conditions of approval, provisions of the City ordinances, Uniform Building Code (1991) and other requirements set forth on the plans for which permits were issued for construction. In the performance of such duties, ULC shall provide inspection for each project during and after completion of various stages of construction to confirm compliance with approved plans.

VI. Facilities, Records and Support Personnel

The CITY shall provide an office for conducting the duties as set forth in this Agreement. Within this office, CONSULTANT shall assemble and maintain such records customarily maintained by a City Planning, Economic Development and Public Works Department. Such records shall at all times be the property of the CITY. The CITY shall also assign its Planning Department secretary to provide assistance in all of the required clerical support services directly related to the execution of the professional services set forth in this Agreement.

VII. Additional Services

CITY may from time-to-time have the need for other services not specifically listed in this Agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY may authorize CONSULTANT to perform such additional services on an as-needed basis. Additional services which may be required include, but are not necessarily limited to:

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- A. Major ordinance or General Plan revisions.
- B. Specific Plan and Environmental Impact Report processing.
- C. Direct costs for printing and reproduction of City materials.
- D. Preparation of Environmental Impact Reports and other major planning documents.
- E. Major overhauling of City mapping systems.
- F. Clerical services beyond those available from City staff.
- G. Development Agreement Processing.
- H. Major Annexations.
- I. Economic Development assistance beyond tasks specified in this Agreement (e.g. marketing brochures).
- J. Specification Writing.
- K. Bid Document Preparation.

VIII. Fee Collection

All fees to be collected from any private developer, engineer, architect, applicant or representative in connection with carrying out the functions on behalf of the City as set forth in this Agreement, if collected by CONSULTANT, shall be collected in the name of the CITY. CONSULTANT shall employ record keeping measures acceptable to the CITY.

IX. Compensation to CONSULTANT

The fees in full compensation to CONSULTANT for the services rendered for the services as set forth in this Agreement shall be as follows:

1. For the services set forth in Sections I, II and IV, compensation shall be a monthly lump sum of \$15,000.00, to be renegotiated annually.
2. For the services set forth in Section V, compensation shall be on a time and materials basis not exceeding four and one-half percent (4.5%) of the confirmed construction cost of the public improvements to be constructed.
3. For the services set forth in Section III, there shall be no compensation. These services shall be provided in connection with the services set forth in Sections II and IV.
4. For Additional Services as set forth in Section VII, compensation shall be in accordance with the Hourly Rate Schedule attached to this Agreement as Exhibit "A", or based upon a negotiated fixed fee rate.

X. Termination

This Agreement may be terminated by CITY or CONSULTANT with or without cause, with minimum written notice of 60 days. In the event of such termination, CONSULTANT shall be compensated for such services up to the point of the effective date of the determination.

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XI. General Provisions

1. CONSULTANT shall provide no services for any private entitlement project within the corporate boundaries or sphere of influence of the CITY or to any other city within the boundary of the San Geronio Pass Water Agency during the period that this Agreement is in effect, without the written approval of the City Manager.
2. CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.
3. CONSULTANT shall not assign this contract without the prior written consent of the CITY.

XII. Responsible Individuals

The individuals directly responsible for the execution of the services as set forth herein shall be Ernest A. Egger, David W. Dillon and Deepak Moorjani, principals for Urban Logic Consultants. Changes in responsible personnel are subject to mutual agreement with the CITY.

XIII. Commencement of Services, Duration and Effect of Agreement

Services as set forth in this Agreement shall be commenced on September 28, 1993. The duration of this Agreement shall be until such time as the Agreement is terminated by either party, or both. Upon Execution of this Agreement, any prior Agreement for the services provided for herein shall be superseded by this Agreement.

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IN WITNESS HEREOF, CITY and CONSULTANT have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF BEAUMONT

URBAN LOGIC CONSULTANTS

Jan Leja, Mayor

Ernest A. Egger, Principal

City Clerk

David W. Dillon, Principal

Deepak Moorjani, Principal

EXHIBIT "A"
URBAN LOGIC CONSULTANTS

HOURLY RATE SCHEDULE

Professional Services:

<u>Classification</u>	<u>Hourly Rate</u>
	\$100.00
Principal	80.00
Senior Associate (Planner/Engineer)	70.00
Associate (Planner/Engineer)	60.00
Public Works Plan Checker	55.00
Administrative Assistant	55.00
Public Works Construction Inspector	35.00
Executive Secretary	30.00
Secretary	

Direct Services and Reimbursement Costs:

- Professional Sub-Consultant Services - Actual cost plus 15%
- Document Reproduction and Copying - Actual cost plus 15%
- Blue Prints - \$2.50 per sheet
- Vehicle Mileage - \$0.32 per mile

Consultation in connection with litigation and court testimony will be quoted separately on an individual basis.

The above rates remain in effect through December 31, 1994.