

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this 22nd day of April, 2016 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation (“Consultant”), registered to do business in California.

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide community improvement consultancy, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Fast Track Request for Proposal, RFP No. 16-03, released October 28, 2015 (Exhibit “A”) and in Consultant’s responsive Proposal for Proposal Community Improvement Consultant – RFP No. 16-03, dated November 3, 2015 (“Consultant’s Proposal”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City’s Chief Executive Officer (“City CEO”) or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant shall exercise the professional standard of care to perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's negligent performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the Fee Proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement ("Fee Schedule"). Consultant's total compensation shall not exceed forty nine thousand nine hundred ninety nine dollars and zero cents (\$49,999.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on April 21, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The City has the option of two (2) one (1) year renewable terms beyond the initial Term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the

contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the

parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; and b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Kimley-Horn and Associates, Inc.
765 The City Drive, Suite 200
Orange, CA 92868
Tel: 714-939-1030
Attn: Serine Ciandella
serine.ciandella@kimley-horn.com

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5023
Attn: Silvia Kennerson
silvia.kennerson@costamesaca.gov

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept | Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent caused by the negligent performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the negligent work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable

worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA



Chief Executive Officer

Date: 5/19/16

CONSULTANT



Signature

Date: 05/16/16

Serine Ciandella Sr. V. Pres

Name and Title



Taxpayer ID Number

KHACA
03

ATTEST:



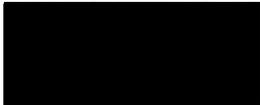
City Clerk

Date: 5/19/16

APPROVED AS TO FORM:


City Attorney

Date: 5/18/16

APPROVED AS TO INSURANCE:


Risk Management

Date: 5/17/16

APPROVED AS TO CONTENT:

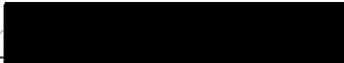

Project Manager

Date: 5-17-16

DEPARTMENTAL APPROVAL


Department Director

Date: 5-17-16



Interim Finance Director

Date: 5.18.16

EXHIBIT A

CITY'S FAST TRACK REQUEST FOR PROPOSAL

RFP NO. 16-03. RELEASED OCTOBER 28, 2015



REQUEST FOR PROPOSAL

FOR

Community Improvement Consultant

RFP No. 16-03

FAST TRACK

Development Services Department

CITY OF COSTA MESA

Released on Wednesday, October 28, 2015

*All dates are subject to change at the discretion of the City

3. SCOPE OF WORK

The City of Costa Mesa invites you to submit a proposal for **Community Improvement Consultant**:

The consultant will supply a senior manager as the main client contact with experience in planning, planning law, code enforcement, and related disciplines. Additional experience with group homes, ordinance implementation, and litigation related to land use issues is highly desirable. Further experience with underutilized property revitalization, and the use of motels as long-term housing would be beneficial.

The consultant would work closely with the City Attorney's Office, Code Enforcement and related State Agencies. Additional consulting staff beyond the senior manager may be utilized to maximize the value of services delivered to the City.

Under administrative direction, to plan, organize, direct, review and coordinate the work of the Community Improvement Division within the Development Services Department; to assist in the coordination, implementation and monitoring of community improvement programs; and to report to management, governing bodies and community groups; and to do other work as required. Current ongoing programs include the Group Home Enforcement Program; Hotel/Motel Enforcement Program and Neighborhood Stabilization Program.

The **key components** of the Scope of Work would be:

- Work with Code Enforcement on the enforcement and abatement efforts related to the R1 Group Home Ordinance and the pending MF Group Home Ordinance.
- Complete and process the MF Group Home Ordinance through Planning Commission and City Council approvals.
- Work with local and state agencies to recognize our Ordinances and cooperate with the City in their respective implementation.
- Coordinate with the City Attorney's Office in responding to Group Home litigation and Requests for Accommodations, Directors Hearings, and other legal aspects of Ordinance implementation.
- Coordinate with City Attorney's Office related to the Motel Long Term Stay Ordinance litigation, and ongoing Motel Inspections by the Fire Department.
- Make presentations to the Public, Elected and Appointed Officials on the status of Group Home and other Community Improvement activities.

number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated (**the City of Costa Mesa is seeking hourly rates**). Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. ***Any past or current business relationship may not disqualify the firm from consideration.***

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. **Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

6. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

(P.S.T.) **November 3, 2015** The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

7. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1.	Understanding of work to be performed-----	<u>30%</u>
2.	Project team: Technical expertise and experience---	<u>35%</u>
3.	Firm's related experience and references-----	<u>20%</u>
4.	Proposal responsiveness-----	<u>15%</u>
	Total-----	<u>100%</u>

8. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will

Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

9. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

10. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

14 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

15. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

16. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EXHIBIT B

CONSULTANT'S RESPONSIVE PROPOSAL TO CITY'S RFP NO. 16-03

DATED NOVEMBER 23, 2105



1. Background and Summary

The City of Costa Mesa seeks a Community Improvement Consultant (Consultant) to provide a leadership role in planning, organizing, directing, reviewing, and coordinating the work of the Community Improvement Division. The Community Improvement Division plays a key role in maintaining the high quality of life in Costa Mesa. Residents and businesses rely on this Division to investigate and abate violations of the City's adopted codes and standards. The Division is tasked with implementing programs to successfully abate or regulate uses that may create problems in the community, with a focus on residential care facilities and motels.

The Division plays an important role in maintaining the quality and integrity of neighborhoods. The City's proactive program targets deteriorating neighborhoods in need of physical improvements. The Division proactively collaborates with property owners to make improvements to the exterior and interior of units, and these efforts have resulted in reduced incidents of crime and a demonstrated improvement in living conditions.

The ideal consultant must possess the leadership skills and direct relevant experience to collaborate with the City to continue its positive impact on and work in neighborhoods, while addressing problems that depress property values, facilitate criminal activities, and interfere with the quality of life for surrounding neighbors and businesses. The ideal consultant will have the capacity to:

- Coordinate, implement, and monitor the status of various community improvement programs, including the recently expanded group housing regulations
- Work effectively and efficiently with the City Attorney's Office, Code Enforcement staff, and state agencies to implement and enforce city programs and standards

- Prepare reports and make presentations to management, elected and appointed officials, and community groups
- Develop and implement strategies and programs that address problems and concerns
- Provide assistance on litigation and other requests
- Collaborate with community stakeholders to develop standards and programs
- Work collaboratively with other departments to ensure inspections and other enforcement activities are effectively implemented.

The ideal Consultant will understand how to compile and present documentation on the effectiveness of various programs, and use this information to recommend modifications, if necessary, to ensure programs achieve intended results.

Costa Mesa is seeking a Consultant to function as an extension of staff to manage the Community Improvement Division and may also benefit from additional resources and services that the Consultant's team can provide to the City. **The Kimley-Horn team has proven direct, recent, and relevant experience that meets the exact needs of the City. Our team's depth of experience in the skills described in the City's RFP make our team uniquely qualified to effectively and successfully serve the City of Costa Mesa.**

Kimley-Horn would expect to devote special attention to two new programs.

- In November, the City Council adopted a new ordinance regulating group homes in multi-family residential zones. This ordinance will become effective in early December. Kimley-Horn is prepared to assist in implementing the ordinance, whether that involves coordinating the efforts of City staff or providing resources to implement the new regulations. We can provide notification



2. Methodology

Kimley-Horn utilizes a variety of tools to manage work performed for clients. These tools allow us to ensure that staff members are “reserved” for projects and to shift resources as needed to meet pressing needs or priorities.

- **Our “cast-aheads” system** requires our staff to project work for the next six months, allowing project managers to map out the needs of clients in advance. Project managers can designate time that will be spent by team members to ensure client deadlines and expectations will be met. This system is updated monthly to allow us to adjust to changing client needs.
- **Our “milestones” system** allows staff to project work for the coming week. Through this system, we can allocate time for Costa Mesa, and identify availability of staff members to meet unexpected needs that the City may identify. Kimley-Horn has the ability to shift resources from other offices, if needed, to meet our client’s goals (Kimley-Horn recognizes that any substitutions or additions to the consulting team must be approved by the City).
- **Our Project Management tools** allow the project manager to track the team’s contributions in real time, and to identify issues before they become problems. A project accountant will assist the project manager in ensuring budget constraints are respected.
- **Detailed records of time are maintained** so the client can fully understand all charges and activities.

The best tool we will provide to the City of Costa Mesa will be our project management team. **Sheri Vander Dussen, AICP**, and **Dave Barquist, AICP**, each have a long track record of delivering projects on time, successfully implementing programs, using resources effectively, and exceeding expectations. Sheri will serve as the Community Improvement Consultant to

the City. She successfully managed code enforcement programs in the cities of Irvine and Anaheim for 18 years. Dave will be her backup, and may take on specific work items related to property revitalization, if such services are desired by the City. Dave has more than 20 years of experience providing a wide range of planning and implementation services to cities. He will also be available to assist with community engagement programs.

Sheri expects to maintain a regular presence at City Hall to facilitate communication and interaction with internal stakeholders and Code Enforcement staff. She will meet regularly with the City’s designated lead to ensure that the team’s work efforts are aligned with the City’s expectations. Weekly written status reports will be provided to confirm work accomplished in the past week and the work expected to be accomplished in the coming week. Dave will be briefed regularly on any activities to which he is not originally privy to, so that he is available as a resource to the City if needed. **Serine Ciandella, AICP**, vice president with Kimley-Horn, will reach out to the City’s lead from time-to-time to ensure Kimley-Horn’s services are fully meeting the needs of the City of Costa Mesa.

The City of Costa Mesa’s approach to community improvement involves an internal team of players, all of whom must play their parts well in order for programs to succeed. Sheri will have regular meetings with key members of the Code Enforcement team, as well as project-specific meetings as needed. She will establish relationships with the City Attorney’s office, the Fire Department, and other departments important to the success of the Community Improvement Division, in order to ensure her services, and those of the Division, are responsive to their needs, and that everyone is working to achieve common goals. Process changes, new programs, or any matter involving other departments will be discussed with



PROPOSAL FOR
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- improvement, motel regulations and other topics, as well as access to related files and documents
- Provide internal schedules for Planning Commission, City Council, and other board and commission meetings when reports or presentations prepared by the Consultant will be placed on an agenda
 - Identify city practices involving processing Director's Hearings, Requests for Accommodation, and other applications and requests
 - Post/publish notices of public hearings and meetings
 - Coordinate the processing of agenda materials for the Planning Commission, City Council, and other boards and commissions
 - Mail notices, letters, and other documents prepared on behalf of the City
 - Update the city's website as appropriate to reflect new forms, programs, etc.
- Provide access to files and background materials, templates, etc.
 - Provide access to conference rooms and other spaces to hold meetings with staff and the community while conducting business on behalf of the City

As Sheri expects to work regularly at City Hall, Kimley-Horn would request that the City provide access via the consultant's laptop to its network, via VPN or other methods, to allow documents to be stored in a location accessible to city staff, and to allow the consultant to retrieve relevant documents as needed. If access is not feasible, then a PC with said access will be needed. Work space and access to typical office equipment (copier, fax machine, etc.) while the consultant is working at city hall is also requested. Finally, a City phone line with voice mail is also requested.



6. Fee Proposal

Cost Form

PRICING PROPOSAL FORM

COMMUNITY IMPROVEMENT CONSULTANT RFP No. 16-03

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year" (This information may be found on the U.S. Department of Labor's website at www.bls.gov).

Employee	Hourly Rate	Hours Worked	Total Cost	Overtime Rate
Administrative Support	\$95	52	\$4,940	\$95
Project Accountant	\$140	52	\$7,280	\$140
Ashley Brodtkin	\$130	52	\$6,760	\$130
Jennifer Steen	\$130	52	\$6,760	\$130
Arlene Granadosin	\$165	156	\$25,740	\$165
Dana Privitt	\$250	As Needed		\$250
Bruce Grove	\$285	As Needed		\$285
Margit Allen	\$275	As Needed		\$275
Dave Barquist	\$250	104	\$26,000	\$250
Sheri Vander Dussen	\$275	1040	\$286,000	\$275

Total Estimated Annual Price	\$363,480
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Notes:

- Hours listed for Sheri Vander Dussen will be primarily spent at City Hall.
- Actual allocation of hours will vary depending on needs.
- The number of hours allocated to the City can be adjusted by the City to reflect needs and budget constraints.

EXHIBIT C
FEE PROPOSAL



May 16, 2016

Ms. Sylvia Kennerson
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Subject: Professional Services Agreement for Traffic Consulting Services for
RFP No. 16-03

Dear Ms. Kennerson:

Enclosed please find three signed copies of the Professional Services Agreement between the City of Costa Mesa and Kimley-Horn and Associates, Inc. for Traffic Consulting Services for RFP 16-03.

We wanted to make sure that the correct rate schedule (2016-2017 Rate Schedule – Planning) is included in Appendix C. A copy is attached.

We look forward to this opportunity to work with you and the City on this very interesting project.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Serine Ciandella
Senior Vice President



2016-2017 Rate Schedule – Planning

The following staff have been designated as the local staff assigned to Costa Mesa. Rates are valid for staff hours and does not include hours for reimbursable expenses such as mileage, photocopies, supplies and reprographics.

Staff Name	Role	2016-2017 Rate (1)
Sheri Vander Dussen, AICP	Consulting Principal	\$267
Margit Allen, AICP	Senior Principal	\$264
David Barquist, AICP	Principal	\$243
Arlene Granadosin, AICP	Senior Planner	\$157
Matt Horton	Associate Planner	\$138
Ashley Brodkin	Planner	\$127
John Thomason, LEED GA	Planner	\$124
Cynthia Masterson	Admin Support	\$105
<i>Notes: (1) Rates are valid through June 2017 and adjusted on an annual basis thereafter.</i>		

EXHIBIT D
PROJECT SCHEDULE



PROPOSAL FOR
**Community Improvement
 Consultant**
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Project Schedule

SCHEDULED TASKS	WEEKS											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1: Understanding the City's Needs												
Task 1.1: Clarify the expectations of the City's lead with respect to communication, priorities, reporting relationships and other matters												
Task 1.2: Learn about the Community Improvement Division and meet staff												
Task 1.3: Meet staff from other departments involved in the Community Improvement Division's priority programs (City Attorney's Office, Fire Department, etc.)												
Task 1.4: Attend briefing regarding the Group Home ordinances												
Task 1.5: Develop a plan to implement the new Multi-Family Group Home Ordinance, ensuring all required tasks will be completed												
Task 1.6: Understand the support required by the City Attorney's Office related to litigation and develop a plan to address those needs												
Task 2: Understanding the City Attorney's Needs												
Task 2.1: Ensure smooth implementation of the current Group Home Ordinance proceedings												
Task 2.2: Define the desired results of the Dilapidated Properties ordinance and devise an appropriate work plan												
Task 2.3: Become familiar with the City's homeless programs and the role of the Community Improvement Division												
Task 2.4: Identify local and state agencies involved in the enforcement of Costa Mesa's regulations and begin to establish relationships												
Task 2.5: Continue to meet with staff to understand culture, practices, and procedures												
Task 3: Rental Housing Maintenance Ordinance												
Task 3.1: Identify desired objectives through interviews with internal stakeholders (city staff, city attorney's office, CEO's office, etc.)												
Task 3.2: Identify external stakeholders (such as owners of many rental units in the city, professional organizations for apartment owners, local Realtor groups, tenant advocacy groups)												
Task 4: Draft Scope of Ordinance												
Task 4.1: Review draft scope with internal stakeholders; refine as necessary												
Task 4.2: Determine which external stakeholders may be impacted												
Task 4.3: Develop plan to obtain input from external stakeholders												
Task 4.4: Submit scope and community engagement plan to Director of Economic and Development Services for review and approval												
Task 5: Arrange Stakeholder Meetings												
Task 5.1: Arrange meetings with external stakeholders												
Task 5.2: Create materials to share with stakeholders												
Task 5.3: Begin to draft ordinance and identify implementation plan												
Task 6: Meeting with Stakeholders												
Task 6.1: Hold meeting(s) with external stakeholders, Record feedback												
Task 6.2: Review community concerns/issues/interests with internal team												
Task 7: Program Revisions												
Task 7.1: Revise program, if necessary or desired, to reflect stakeholder input												
Task 7.2: Share revised documents with stakeholders and solicit individual comments to Consultant												
Task 8: Draft Planning Commission Materials												
Task 8.1: Draft staff report for Planning Commission												
Task 8.2: Finalize ordinance												
Task 8.3: Ensure notice of public hearings is provided, as required												
Task 9: Incorporate Stakeholder Input												
Task 9.1: Receive comments from external stakeholders												
Task 9.2: Review comments with internal stakeholders, if necessary												
Task 9.3: Make final revisions to the ordinance and staff report to incorporate community input												
Task 10: Submit Documents for Review Prior to Publication of Planning Commission Agenda												
On-going Task: Manage Efforts of the Community Improvement Division												