

**CITY OF DANA POINT
AGENDA REPORT**

Reviewed By:	
DH	<u> X </u>
CM	<u> X </u>
CA	<u> </u>

DATE: JUNE 25, 2003

TO: CITY MANAGER/HONORABLE MAYOR AND CITY COUNCIL

FROM: EUGENIA GARCIA, ACTING DIRECTOR OF COMMUNITY DEVELOPMENT

SUBJECT: APPROVAL OF CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

RECOMMENDED ACTION:

That the City Council authorize the City Manager to sign a two-year consultant agreement with Hogle-Ireland, Inc. to provide professional planning services.

ISSUE:

In accordance with direction from the City Council, Staff prepared a Request For Proposal (RFP) for professional planning services to the City. This RFP was distributed and consultants responded to this request. It is now appropriate for the City Council to consider the results of that process.

BACKGROUND:

On November 26, 2002, the City Council directed staff to release an RFP for contract planning services to qualified planning consultant firms. Nineteen (19) firms were contacted and two proposal were received, Civic Solutions, Inc. and Hogle-Ireland Inc.

On February 10, 2003, Staff conducted interviews with both firms. The interview panel was comprised of five interviewers, two outside panelists to provide an outsider's perspective and and three City staff members. The panel included a retired City Manager and a current Community Development Director, both respected in their fields, to participate in the interview process with the City Manager, Administrative Services Director and the Acting Community Development Director.

Each planning firm was represented by the firm's principles and the three staff members that would provide the planning services to the City.

DISCUSSION

City planning services are currently provided through the use of both in-house and consulting services. The three contract planning staff positions include one full-time Planning Technician, who serves the public counter and telephones regarding general land use and zoning information, as well as performing grading and building plan-check for zoning compliance. Two Associate level Planners are primarily responsible for the processing of discretionary applications, making public presentations, and filling in for the Planning Technician at the counter when necessary.

The existing Planning Services contract for these three positions will expire on July 10, 2003. To ensure that the City obtain the best qualified personnel for its contract planning services, interviews were conducted. In order to provide the City Council with a fair assessment of the qualifications of both firms while considering the needs of the City, staff provides the following:

Interview Assessment

Based on the written proposal and the results of the interviews conducted, the consensus of both the inside staff and the outside interviewers is that the experience and knowledge offered by the Hogle-Ireland staff demonstrated a much greater level of expertise both in general planning and zoning and Coastal Act regulations than did the Civic Solutions staff. While it should be noted that, Hogle-Ireland is currently working with Dana Point's regulations and has a slight advantage, the RFP clearly outlined the required experience, knowledge, and criteria necessary for this contract. It was apparent during the interview process that the Hogle-Ireland staff possessed the necessary expertise required to staff the positions. This was very apparent in Hogle-Ireland's response to questions from the Oral Panel. In response to other technical questions such as those relating to cellular antennas and adult business regulations, the Hogle-Ireland staff was able to respond more professionally and appropriately in the mind of the Oral Panel.

A high level of professionalism was demonstrated by the Hogle-Ireland staff in their response to questions posed by the panelists. The City is continually striving towards excellence in customer service. The consensus of the interview panel was that the Hogle-Ireland staff would provide a higher level of professionalism as exhibited by their openness, ability to answer questions with confidence, and knowledge of Codes and implementation procedures.

To be fair and consistent, the panel asked questions of the planners that were the same for both groups. The questions were situational in nature and intended to solicit from the planners their abilities and attitude towards their role as a planner. The responses from Hogle-Ireland staff demonstrated their ability to think through the question from different perspectives and offer solutions. The interview panel felt that the Hogle-Ireland staff does and would employ a more problem-solving attitude toward implementing the

Code and working with the public. In addition, the staff from Hogle-Ireland exhibited a more open-minded, friendlier approach to creative problem solving.

Compensation

Although cost is a factor in deciding which firm to select, there were several factors that were considered in making a recommendation. Based on the proposals received and the interviews conducted, staff is recommending the Hogle-Ireland staff be selected to provide Planning Services for the City due to their knowledge and familiarity with City policy and regulatory documents, attitude and professionalism and flexibility in implementing City Codes and policies. These are high standards that the City desires and continually strives for and are key to insuring that development applications are properly processed and staff recommendations reflect the goals of the City while providing the highest quality of customer service. Based on the information provided by both firms, Civic Solution’s cost proposal was 8-21% higher than Hogle-Ireland’s, depending on the staffing mix utilized.

NOTIFICATION AND FOLLOW-UP:

The two (2) consulting firms will be notified of the City Council’s action.

FISCAL IMPACT:

The proposed routine Contract Planning Services project budget for FY2003-2004 will be \$324,097, consistent with Hogle-Ireland’s proposal.

STRATEGIC PLAN IMPLEMENTATION: In compliance with the Strategic Plan Initiative to achieve total excellence in municipal services and City administration/planning with excellent customer service and cost-effectiveness.

ALTERNATIVE ACTIONS:

1. City Council could instead select Civic Solutions to provide planning consultant services.
2. Direct staff to reject all bids and re-bid this project.
3. Provide alternative direction to staff.

ACTION DOCUMENTS:

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A. Draft Agreement Hogle-Ireland, Inc.	4
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SUPPORTING DOCUMENTS:

A. Request For Proposal.....	
B. Proposals (2).....	

ACTION DOCUMENT A**CITY OF DANA POINT****AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT, is made and effective as of June 25, 2003, between the City of Dana Point, a municipal corporation ("City") and Hogle-Ireland, Inc. a California Corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WITNESSETH:

WHEREAS, City desires to employ a planning consulting firm that has the resources to provide qualified urban planners; and

WHEREAS, Consultant has submitted a proposal wherein it has represented to City that it has the personnel and is qualified to perform the services specified herein; and

WHEREAS, City desires to engage the services of Consultant, and Consultant is willing and able to perform the services described herein upon the terms and conditions hereinafter set forth; and

WHEREAS, the City Council, at its regular meeting held on the 25th day of June, 2003, authorized the City Manager to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is mutually understood and agreed as follows:

1. **TERM**

This Agreement shall commence on July 1, 2003 and shall be renewed every Two (2) years, unless otherwise cancelled by either party. Either party wishing to cancel the renewal shall provide written notice no less than thirty (30) days prior to the start of the renewal period. Notwithstanding the above, Section 10 of this Agreement shall survive the term of this Agreement.

2. **SCOPE OF SERVICES.** Consultant agrees to perform professional planning services, as shown in Exhibit A

In performance as a planning Consultant to the City of Dana Point, Consultant will adhere to all the usual and customary office policies or procedures required by the City. Those would include attendance at Planning Commission and/or

City Council meeting as necessary or as directed. This may also mean meetings with other established City committees, citizen groups or other interested parties. Consultant may be required to meet and confer with other public agencies, such as the Coastal Commission, school district, or special districts. Consultant may need to attend Coastal Commission meetings to present the City's position on coastal related items or issues. Consultant shall accept and process case files in accordance with office policies and procedures, and will make themselves available to applicants and the general public regarding the applicable case. Consultant should have an extensive background in municipal planning, State planning law, environmental law and processing, and should have experience with the Coastal Act.

OTHER RELATED SERVICES. City may from time-to-time have the need for other services in addition to or not listed in this Agreement for which the Consultant has the necessary experience and capabilities to provide. Such services may include, but are not limited to, update of development processing fee programs, organizational and process reviews and audits, development of forms, processes, and informational materials, special planning projects or processes outside the scope of normal case processing or assignments. City may authorize Consultant to perform such selected services on an as-needed basis. Each work assignment shall be made in writing, subject to advanced authorization by the City, and approved by the City Council as required by City ordinances or procedures. Compensation authorized for the assignment shall also be specified in writing.

3. **PERFORMANCE**

(a) Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) The City has established certain performance measures that will be applied to the processing of entitlement applications and general service to the public that interacts with the Community Development Department. These Performance Measures are described in Exhibit C, attached hereto and fully incorporated herein. The Consultant recognizes the targets established in the Performance Measures, and will adhere to these measures in the performance of its duties for the City. The City reserves the right to add, amend or eliminate

Performance Measures at any time during the term of this Agreement. As one measure of service, the City will use the Performance Measures to gauge the effectiveness of the Consultant's service to the City. The Consultant shall be responsible for providing monitoring information to the City which shows that planners providing services to the City are meeting the Performance Measures.

4. **CITY MANAGEMENT**

City's Community Development Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents, which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 6 hereof.

5. **COOPERATION BY CITY**

City shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. City shall also maintain documents, municipal codes, and State regulations that are customarily maintained by a City in carrying out the duties covered herein.

6. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) At least ninety (90) days prior to the renewal date for this Agreement, the Consultant shall submit to the City revised billing rates, if applicable, along with a not-to-exceed budget estimation. The budget will be based upon the personnel and hourly rates shown in Exhibit B, unless the City provides the Consultant with revised staffing levels.

7. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 6.

(c) Except as otherwise provided herein and prior to the termination date of this Agreement, this Agreement may be terminated by written consent of both the City and the Consultant. The consultant shall provide at least ninety (90) days notice prior to the termination of this Agreement.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this

Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **OWNERSHIP OF DOCUMENTS**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

10. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall protect, indemnify, 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, reasonable costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (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. Consultant shall protect, indemnify, defend and hold harmless City, and any and all of its employees, officials 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 attorney's 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 or subconsultants of Consultant.

(c) Subconsultant Indemnity Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subconsultant 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 successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

11. **INSURANCE REQUIREMENTS**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this Agreement.

12. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. 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 officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Dana Point in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Dana Point will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-Agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such

response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Dana Point
Attention: City Clerk
33282 Street of the Golden Lantern # 203
Dana Point, California 92629

To Consultant: Hogle~Ireland, Inc.
Attention: Larry Hogle, President
42 Corporate Drive, Suite 250
Irvine, California 92606

18. **ASSIGNMENT OR SUBSTITUTION.**

City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete or partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

20. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any

litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Dana Point.

21. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous Agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

23. **NO PRESUMPTION REGARDING DRAFTER OF THIS AGREEMENT**

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual Agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

24. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF DANA POINT

CONSULTANT

By: _____
Douglas C. Chotkevys , City Manager

By: _____
(Signature)

ATTEST:

Larry K. Hogle
(Typed/Printed Name)

By: _____
Susan Ramos, City Clerk

Its: President
(Title)

APPROVED AS TO FORM:

By: _____
(Signature)

Patric Munoz, City Attorney

Paul Ireland
(Typed/Printed name)

Its: Vice-President
(Title)

EXHIBIT A

Scope of Services

The Consultant will provide professional planning services to the City of Dana Point at the following levels, an approximate average of 70 hours per week for Associate Planner level support, and 40 hours per week of Planning Technician level support.

Qualifications for the Associate Planner will include a Bachelor's degree from a recognized college or university with a major in planning, architecture, geography, environmental studies, landscape architecture, public administration, or a related field. A minimum of ten years of previous public planning experience, including experience processing Coastal Development Permits.

Qualifications for the Planning Technician will include a Bachelor's degree from a recognized college or university with a major in planning, architecture, geography, environmental studies, landscape architecture, public administration or a related field. A minimum of three years of previous public planning department experience.

1. Working at the public counter to answer questions from developers, property owners and residents concerning zoning and land use regulations. This may also include routine building and grading plan checks for zoning compliance for ministerial permits.
2. Reviewing development applications including site plans, building elevations, landscape and grading plans for compliance with the City's General Plan, Specific Plans, codes, ordinances, design guidelines and good professional planning and design practices.
3. Preparing initial environmental assessments and determine the need for special studies or environmental mitigation measures. Reviewing environmental documents for adequacy and completeness.
4. Preparing preliminary comments on projects and coordinating the review of development applications with other department staff and other affected agencies. Meeting with applicants, their technical consultants, surrounding residents, property owners, community representatives and/or groups to discuss development issues.
5. Preparing correspondence, staff reports, project analysis, findings, recommendations and conditions of approval for administrative and formal Planning Commission and/or City Council hearings on development applications.
6. Reviewing regional planning projects or developments in adjacent communities for potential impacts to Dana Point.
7. Administering CDBG program, coordinating between City departments for application submittal, program compliance, and reimbursements on behalf of the City. Coordinating with the County HCD staff on CDBG and housing affordability programs.

8. Interfacing with City Department Heads and others within the City organization such as Code Enforcement, Building Division and Public Works personnel.
9. Coordinating with City Attorney in code processing and adoption in a timely manner.
10. Developing and implementing proper forms in accordance with state laws and sound office procedures.
11. Reviewing construction level detail drawings for both ministerial and discretionary projects, including grading and architectural plans. Conducting field inspections of construction sites for project progress and final sign-off.

Along with the services noted above, the Consultant will also provide the services noted below, at no extra cost to the City.

Management Support: Larry Hogle will allocate twenty (20) hours per year for consultation, at the discretion of the Director of Community Development

Special Project Support: A total of forty (40) hours per year of Associate or Assistant Planner time to work on special projects.

Management Oversight: Mike Thiele, Principal will oversee the Dana Point Planning Services Contract and devote an average of four (4) hours per month to oversee the contract.

EXHIBIT B**Compensation**

Budget Proposal Fiscal Year 2003-04					
Position	Hours Per Week	Total Hours	Regular Hourly Rates	Discounted Rates	Total Budget
Associate Planners	70	*3,129	\$83.00	\$70.55	\$220,751
Planning Technician	40	**1,788	\$68.00	\$57.00	\$103,346
Total Budget					\$324,097

Budget Proposal Fiscal Year 2004-05					
Position	Hours Per Week	Total Hours	Regular Hourly Rates	Discounted Rates	Total Budget
Associate Planners	70	*3,129	\$87.15	\$74.08	\$231,796
Planning Technician	40	**1,788	\$71.40	\$60.69	\$108,514
Total Budget					\$340,310

* Based on 70 hours per week for 52 weeks

** Based on 40 hours per week for 52 weeks minus vacation, holiday, and sick leave

EXHIBIT C**PERFORMANCE MEASURES FOR PROFESSIONAL AND TECHNICAL SERVICES****Planning**

Activity	Measure
Pre-Application Process	1. Average cycle time from date of initial application to date application is deemed completed by the City. <i>(Note: This workload measure to be utilized as a basis for developing target performance measures over time).</i>
Planning Commission Actions	<p>2. Average Cycle Time (45 days) for Planning Commission Actions – from date application deemed complete to first Planning Commission hearing date for:</p> <p>a. Coastal Development Permits (including Conditional Use Permits and zoning matters).</p> <p>b. All other actions (e.g. conditional use, signs, site development, maps, variances, zoning text changes, etc.)</p> <p>3. Percent of cases completed within one public hearing at Planning Commission.</p> <p>4. Percent of action items for which follow-up actions (i.e. notifications to individuals and agencies) are completed by planning staff within 14 working days of Planning Commission approval.</p>
General Customer Service Planning	<p>5. Telephone and e-mail inquiries are responded to within one workday.</p> <p>6. Written information describing permitting/application procedures is up-to-date at all times.</p> <p>7. Average number of days for completion of final inspections of finished projects.</p> <p>8. Average number of days to review and administrative (i.e. non-public hearing item) application.</p> <p>9. Percent of community complaints responded to within 14 working days.</p> <p>10. Percent of planning investigations initiated within three days of receipt of complaint.</p> <p>11. Average number of staff hours incurred monthly for research/follow-up on City Council/community initiates <i>(note: This workload measure to be used for establishing performance measures over time).</i></p>

EXHIBIT D**INSURANCE REQUIREMENTS****City As An Insured.**

All policies, except for Worker's Compensation and professional errors and omissions insurance coverage, shall contain additional endorsements covering City and its officers, agents, employees and volunteers as insured under the policies with respect to liabilities arising out of this Agreement.

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. All Sections of this Agreement and any provision in City's Request for Proposal and Consultant's submitted proposal are subordinate to and superseded by the requirements contained in this Section to the extent that any provision or portion thereof conflicts with or impairs these requirements or any obligation to or right under or pursuant to these insurance requirements. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

(a) **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- (1) Commercial General Liability/Umbrella Insurance - ISO-CGL form No. 00 01 11 85 or 88 and shall include occurrence coverage for bodily injury, property damage and personal injury.
- (2) Business Auto Liability/Umbrella Insurance - ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Starting and ending dates shall be concurrent. If Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (3) Workers' Compensation/Employer's Liability Insurance - Written on a policy form providing workers' compensation statutory benefits as required by the State of California. Employer's Liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's Liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its officers, officials, employees, or agents.

(b) **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (c) Deductibles and Self-Insured Retention. Any deductibles in excess of ten percent (10%) or self-insured retention must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials, employees, agents, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The general liability, business auto liability, and any necessary umbrella liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) General liability and umbrella policies shall cover the City, its officers, officials, employees, agents, and volunteers are to be covered as insureds or additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. Endorsements including the additional insured shall be identified on standard ISO endorsement number CG 20 10, attached to an ISO-CGL policy with an edition date of 1991 or earlier, or other form as expressly approved by City, and which does not limit the scope of coverage for the additional insured to vicarious liability or to the additional insureds' supervision of a given project. In no event shall the Consultant use an additional insured endorsement with an edition date of 1993 or later, absent express written authorization by City.
 - (2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
- (4) 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, and there shall be no cross liability exclusions that preclude coverage for suits between Consultant and City or between City and any other insured. Consultant expressly waives any claim against City for any covered act or event, and Consultant's insurance policy shall not prevent such waiver. The limits of insurance required herein shall in no way limit the liability of the party providing the insurance. In addition, if the coverage or limits available to Consultant exceed that required by this Agreement, and the loss incurred by the additional insured exceeds the amount required by this Agreement, it is the parties' intent that all such additional coverage and limits available will apply irrespective of the specific coverage or limits required herein.

(e) Acceptability of Insurers. Insurance is to be placed with insurers authorized and admitted to do business in California and with a current A.M. Best's rating of A or better and a financial size of VII or greater, unless otherwise acceptable to the City.

(f) Verification of Coverage and Notice of Cancellation.

- (1) Consultant shall immediately furnish to City certificates of insurance or endorsements, satisfactory to City, evidencing the insurance coverage above required prior to the commencement of performance of services hereunder. These certificates or endorsements shall provide that such insurance is the minimum, is in no way limited by any provision herein, and allows for the application of all coverage available to the additional insureds. Further, the certificates or endorsements shall require thirty (30) days written notice to additional insured City prior to any termination, suspension, cancellation, or non-renewal, or the reduction of available coverage, or any change in the terms of coverage. Certificates of insurance and/or endorsements may not contain any exculpatory wording that mitigates the responsibilities of Consultant or the insurer.

- (2) Consultant agrees that if Consultant commences work under this Agreement without first providing City copies of the required insurance certificates or endorsements, that Consultant does so at its own and sole risk. In the event Consultant's insurance is not acceptable to City or copies of insurance certificates or endorsements are not provided, City shall have no obligations to compensate Consultant for such work unless Consultant possesses a notice to proceed from City for this work.
- (3) Within sixty (60) days of the commencement of this Agreement, Consultant shall furnish certified copies of the actual policies and endorsements. Failure to submit such policies shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. If proof of any insurance required under this Agreement is not delivered as required or if such insurance is canceled at any time and no replacement coverage is provided, City shall have the right but not the duty to obtain any insurance it deems necessary to protect its interests under this Agreement, express or implied, in any way relating to City. Any premium for such coverage shall be charged to and promptly paid by Consultant or, at City's option, may be deducted from sums due to Consultant.
- (4) In the event of the premature termination of this Agreement for any reason, Consultant agrees to maintain the required insurance coverage until City provides written authorization to terminate the coverage following a review and determination that all liability posed under this Agreement as to the party providing the insurance has been eliminated.

(g) Notice of Claim or Loss. Consultant agrees to provide immediate notice to City of any claim or loss likely to involve City or its employees or agents which exceeds \$2,500 or is likely to exceed that amount.

(h) Subconsultant Insurance Requirements. Consultant agrees to require that all parties, including but not limited to subconsultants and additional Consultants or professional services with whom Consultant enters into contracts or whom Consultant hires pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required here, at a minimum. 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 acknowledges and agrees that upon request, all Agreements with subconsultants and others engaged in the project contemplated by this Agreement will be submitted to City for review. Consultant agrees and acknowledges that such contracts may require modification as to the insurance requirements necessary to properly protect City.



REQUEST FOR PROPOSAL FOR CITY PLANNING SERVICES

I. ABOUT THE CITY

The City of Dana Point is requesting proposals for a Consultant to provide a full range of city planning services. The city planning function is a Division of the Community Development Department, which reports to the City's Community Development Director. The Consultant will be responsible for the functions associated with interpretation and application of the City Zoning Code, plan checks and field inspections, processing of discretionary applications and operation of the public counter.

While the City of Dana Point was not incorporated until 1989, it has a range of housing and non-residential structures constructed over a number of decades. The major bulk of construction occurred between 1960 and 1990. Remaining developable areas comprise approximately 8% of the City, with development potential ranging from large site mixed-use development to single-lot in-fill construction. Tables showing the number of discretionary applications and the level of building activity from 1997 to 2001 have been attached and show that the City had fluctuating activity during these years. It can be expected that this trend will continue for at least a decade; one year will produce a modest valuation while the next year will exceed all previous years. The last four years have seen high levels of growth in both residential and non-residential construction.

Nearly 50% of the City is located in the Coastal Zone, and falls under the provisions of the City's Local Coastal Programs and the Coastal Act. This is noteworthy since some building activities which would be ministerial outside of the Coastal Zone may require a Coastal Development Permit if undertaken in the Coastal Zone. The Consultant should have a detailed and working understanding of these parameters in order to properly administer the codes and process development proposals.

In 2000, the City completed an organizational study of the Public Works and Community Development departments to determine what changes are needed in their operations to more effectively provide services to the community. The City has developed new operational, service and performance standards for the Professional Planning Services. Those standards are included as an attachment and will be incorporated in any contract resulting from this RFP process.

II. SCOPE OF WORK

City planning services are presently provided through a combination of in-house staff and consulting services. One full-time Planning Technician, one full-time Associate Planner, and one part-time (approximately 30 hours per week) Associate Planner have been contracted to the City to assist in the daily operations of the Planning Department. The Planning Technician is responsible for providing public information regarding zoning and land use regulations at the public counter and over the telephone. The Planning Technician also performs grading and building plan checks for compliance with zoning standards, issues banner and sign permits, processes temporary use permits, prepares staff reports, makes public presentations, and maintains filing and accounting systems. The Associate Planners are expected to fill in for the Planning Technician when necessary, but are primarily responsible for the processing of discretionary applications, preparing staff reports, making public presentations and implementing the Coastal Act requirements. This includes processing subdivision maps, general plan amendments, zone changes and zone text amendments, conditional use permits, variances, coastal development permits and site development permits.

The existing City contract for the full-time Planning Technician and two Associate Planners will expire on July 10, 2003. To ensure that the City obtain the best personnel and value for its contracted planning services, the City has determined that it should solicit proposals from qualified firms to provide those planning services after termination of the current contract.

The Consultant must provide qualified associate planners and planning technicians that will perform the following duties, with minimum supervision, on-site at the Dana Point City Hall. Assigned consultant staff members will be provided office space including telephone, computer, desk space and other basic office supplies:

1. Work at the public counter to answer questions from developers, property owners and residents concerning zoning and land use regulations. This may also include routine building and grading plan checks for zoning compliance for ministerial permits.
2. Review development applications including site plans, building elevations, landscape and grading plans for compliance with the City's General Plan, Specific Plans, codes, ordinances, design guidelines and good professional planning and design practices.
3. Prepare initial environmental assessments and determine the need for special studies or environmental mitigation measures. Review environmental documents for adequacy and completeness.
4. Prepare preliminary comments on projects and coordinate the review of development applications with other department staff and other affected

agencies. Meet with applicants, their technical consultants, surrounding residents, property owners, community representatives and/or groups to discuss development issues.

5. Prepare correspondence, staff reports, project analysis, findings, recommendations and conditions of approval for administrative and formal Planning Commission and/or City Council hearings on development applications.
6. Review regional planning projects or developments in adjacent communities for potential impacts to Dana Point.
7. Administer CDBG program, coordinating between City departments for application submittal, program compliance, and reimbursements on behalf of the City. Coordinate with County HCD staff on CDBG and housing affordability programs.
8. Interface with City Department Heads and others within the City organization such as Code Enforcement, Building Division and Public Works personnel.
9. Coordinate with City Attorney in code processing and adoption in a timely manner.
10. Develop and implement proper forms in accordance with state laws and sound office procedures.
11. Review construction level details drawings for both ministerial and discretionary projects, including grading and architectural plans. Conduct field inspections of construction sites for project progress and final sign-off.
12. The City may also enter into separate agreements under the general provisions of the master agreement for additional planning services. The scope and cost associated with these projects will be determined at the time the services are requested.

III. PROPOSAL SCHEDULE

The schedule is as follows:

Proposals due at City Hall	January 24, 2003
Semi-Finalist Interviews	February 6, 2003
Finalist Negotiations Complete	February 13, 2003
City Council Selection	February 20, 2003
Implementation Date	March 17, 2003

The City expects, but does not guarantee, that the decision or selection of a firm will be made by the City Council on the date indicated.

IV. METHOD OF COMPENSATION

The City will be flexible in considering methods of compensation. Consultant must provide details to the proposed method of compensation with examples as appropriate to clearly demonstrate compensation methods. If hourly rates are proposed, adequate information must be presented to match hourly rates to specific Consultant staff. It shall be specified as to whether hourly rates or other methods of compensation include overhead and out-of-pocket expense. Whichever method of compensation is proposed by the Consultant, costs related to extra services such as special projects will need to be described.

V. PROCEDURE FOR SUBMITTING PROPOSALS

Proposals will be accepted by this office until 5:00 p.m. on **January 24, 2003**. Each firm responding to this request must submit six (6) copies of the proposal in a sealed envelope, plainly marked, "*Proposal for City of Dana Point Planning Services*". Proposals shall be addressed to:

City of Dana Point

Edward M. Knight, Director of Community Development
33282 Golden Lantern, Suite 212
Dana Point, CA 92629

Questions regarding this Request For Proposal (RFP) may be directed to Mr. Ed Knight, Community Development Director at (949) 248-3567, Ms. Genia Garcia, Senior Planner at (949) 248-3588; or Doug Chotkevys, City Manager at (49) 248-3516.

A. The Consultant shall provide the following information:

1. Letter of transmittal, signed by an individual authorized to bind the proposing entity. Each proposal shall be considered valid and binding for a period of 120 days after the proposal due date.
2. General information about the Consultant (i.e., company size, location of office(s), years in business, organization chart, number of positions and titles of staff).
3. List the firm's personnel and their qualifications for the assignment, which includes the associate planner(s) and planning technician. Provide resumes of both the management contact with the City and the persons responsible for the day-to-day work.
4. Concise, complete discussion of the technical aspects requested in the "Scope of Work".
5. Detailed description of the Consultant's understanding of the City's needs and a detailed plan demonstrating how the Consultant will satisfy these needs.

6. Compensation schedule. Include the hourly rates of each personnel position, regardless of compensation method.

B. Additional data:

1. References

Each firm must include the following references:

- a) Firms are required to submit a representative list of municipal client references. State what was done, for who, contact number and address.
- b) List additional references, if desired, including addresses, telephone numbers and names of contact persons.

2. Ability to Serve

Proposal must address all items set forth in "Scope of Work". Additional information, which, in your opinion should be included, must be clearly identified. The items must be addressed in the order in which they appear in the RFP.

3. Similar Engagements with other Governmental Entities

For the firm's office which will be assigned responsibility for the services, list the most significant engagements (maximum of five (5) performed in the last five (5) years which are similar to the engagement described in this RFP). These engagements should be ranked on the basis of total staff hours.

4. Transitional Plan

Explain the firm's method for assisting the City in the transition process from the current consulting service to your firm.

5. The use of the term "firm" throughout this document refers to individual proprietorship, partnership, Limited Liability Company, corporation, or joint venture.

VI. FIRM COMMITMENT OF AVAILABILITY OF SERVICE

The City shall have three months from the date required for submission of all proposals within which to evaluate the proposals received and to decide which proposal, if any, to accept. During such period the Consultant shall remain ready, willing and able to begin work as set forth in the proposal if accepted by the City Council.

VII. PROPOSAL EVALUATION

Evaluation of the proposals will be based upon a competitive selection process. It will not, however be limited to price alone.

A. The Process

1. Proposals submitted will be evaluated by a selection committee appointed by the Director of Community Development.
2. All proposals will be evaluated, references will be checked and the final firms may be invited to an interview during the month of **February**. Approximately forty minutes will be available for each interview to insure that each firm has ample time to present its credentials.
3. Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated criteria. Consultant shall be responsible for the accuracy of the information supplied concerning references.
4. The City reserves the right to request additional information from each applicant.
5. The City reserves the right to reject all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. The City accepts no financial responsibility for costs incurred by any Consultant regarding this RFP.
6. All proposals submitted to the City shall become the property of the City of Dana Point.
7. Consultant may withdraw its proposal, either personally or by telephonic or written request; it should, however, do this prior to the time set for opening of proposals.

B. Evaluation Criteria

1. Mandatory Elements
 - a. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - b. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.
2. Technical Qualifications
 - a. Expertise and Experience
 - i. The firm's past experience and performance on comparable private/government engagements.

- ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
 - iii. References.
 - b. Letter of Transmittal
 - i. Understanding of work to be done.
 - ii. Firm's statement on why it believes itself to be best qualified.
 - iii. Local experience and knowledge of local conditions.
3. Compensation

The Selection Committee will review the compensation proposal to determine the best economic value to the City.

4. Final Selection

The Selection Committee will recommend a firm or firms for selection to the City Council.

VIII. ADDENDA

If any Consultant contemplating submitting a proposal for the City planning services is in doubt as to the true meaning of any part of this RFP, the Consultant may submit a written request for an interpretation or correction to the City's Director of Community Development.

IX. GENERAL REQUIREMENTS

A. Associate Planner Qualifications:

1. Bachelor's degree from a recognized college or university with a major in planning, architecture, geography, environmental studies, landscape architecture, public administration or a related field.
2. Minimum of ten years previous public planning department administrative experience. At least three years of experience processing coastal development permits, including applications for bluff-top lots and beachfront properties is strongly encouraged.
3. Once selected, the Consultant shall not change personnel without the concurrence of the Director of Community Development.

B. Planning Technician Qualifications:

1. The equivalent of a Bachelor's degree from a recognized college or university with a major in planning, architecture, geography, environmental studies, landscape architecture, public administration or a related field.
2. Minimum of 3 years previous public planning department administrative experience. Experience with coastal development permits, including applications for bluff-top lots and beachfront properties is encouraged.
3. Once selected, the Consultant shall not change personnel without the concurrence of the Director of Community Development.

C. Insurance

The selected firm must possess and maintain several types of insurance with the City of Dana Point named as additional insured. Insurance requirements are shown on Attachment 1.

- D. The successful proposer will be required to enter into a contract which will include the requirements of this RFP as well as other requirements. By submitting a proposal, the Consultant agrees to all of the terms and conditions set forth in this RFP.
- E. The Consultant is considered a wholly independent contractor. 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 officers, employees or agents of the City.
- F. The Consultant shall keep itself informed of all local, State, and Federal laws and regulations, including, but not limited to those pertaining to conflict of interest, which in any manner affect those employed by it or in any way affect the performance of its building plan check and inspection service. The Consultant shall at all times observe and comply with all such laws and regulations.

X. **TERM**

The contract will be for a two-year term from the date the contract is completed and signed. The City can extend the contract for three consecutive, two-year terms, depending on an evaluation done by the City.

Attachment 1**INSURANCE**

- A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:
- (i) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (a) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number FL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), or equivalent forms subject to the written approval of the City.
 - (b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including Code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.
 - (c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all employees providing services on behalf of the Consultant and all risks to such persons under this Agreement.
 - (ii) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:
 - (a) General Liability: \$1,000,000 combined single limit per occurrence or \$2,000,000 in the aggregate for bodily injury and property damage.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- (c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
 - (d) Errors and Omission Liability: \$1,000,000 per claim and \$2,000,000 in the aggregate.
 - (iii) Design Professional Liability Insurance. Consultant shall obtain Design Professional Liability Insurance covering negligent acts, errors or omissions of Consultant, the limits of which shall not be less than One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) aggregate.
- B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:
 - (i) All Policies. Each insurance policy shall not be suspended, or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Dana Point, 33282 Street of the Golden Lantern, Dana Point, California 92629. Consultant agrees to provide City with thirty (30) days prior written notice of any reduction in coverage or limits, and/or the suspension or voiding of any coverage required herein. Notice shall be sent pursuant to subsection (1) above.
 - (ii) General Liability and Automobile Liability Coverages.
 - (a) City, its officers, officials, and employees are to be covered as additional insured as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.
 - (b) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, and employees. Any insurance maintained by City, its officers, officials, or employees shall apply in excess of, and not in contribution with, Consultant's insurance.

- (c) 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.
 - (ii) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, and employees for losses arising from work performed by Consultant for City.
- C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
 - (i) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
 - (ii) Any deductibles or self-insured retentions must be declared to and approved by City.
 - (iii) City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of City, the insurance provisions in this contract, form, and amount are insufficient, an increase may be required to provide adequate protection. City's requirements shall be reasonable and based on available insurance coverage by Consultant, but shall be designated to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is require.
 - (iv) City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies with City incorporating such changes within sixty (60) days of receipt of such notice, this Agreement shall be in default without further notice to Consultant and City shall be entitled to all legal remedies.
 - (v) The procurement of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder not to fulfill the indemnification provisions and requirements of this Agreement.

CITY AS AN INSURED. All policies, except for Worker's Compensation and professional errors and omissions insurance coverage, shall contain additional endorsements covering City and its officers, agents, employees and volunteers as insured under the policies with respect to liabilities arising out of this Agreement.

INDEMNIFICATION. Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

Consultant agrees to indemnify, protect, defend and hold harmless the City and its officers, employees, agents, and volunteers against any and all claims or actions arising from any claim, demand or judgment for personal injury, wrongful death and/or property damage arising out of Consultant's negligent acts, errors or omissions pursuant to this Agreement and for any claim therefor, including City's attorney fees. The provisions of this section shall not be deemed satisfied by the requirements of liability insurance required by this Agreement.

ATTACHMENTS:

- A. Statistical Summary of Building Activity
- B. Summary of Discretionary Applications
- C. City operational, service and performance standards

ATTACHMENT A

**CITY OF DANA POINT
COMMUNITY DEVELOPMENT DEPARTMENT
Statistical Summary of Building Activity**

Department Function

Although the Planning Division does not assume primary responsibility for enforcing State and local building regulations as they apply to construction occurring on private property, there is a direct relationship between the volume of planning activity and the number of plans reviewed, permits issued and the value of the permits.

	1997 Totals	1998 Totals	1999 Totals	2000 Totals	2001 Totals
Plans Reviewed					
Valuation	\$21,923,811	\$23,282,789	\$125,308,503	--	--
Fees	\$114,050	\$153,006	\$471,421	221,527	172,694
Number	284	314	323	323	319
Permits Issued				--	--
Valuation	\$21,262,572	\$22,602,011	\$82,569,457	82,767,949	29,729,339
Fees	\$283,615	\$312,047	\$621,741	707,320	381,555
Total Number	1,787	1,809	1,995	1,910	1,870
<i>Building</i>	950	916	938	777	--
<i>Plumbing</i>	327	375	460	489	--
<i>Electrical</i>	312	339	419	396	--
<i>Mechanical</i>	162	161	176	246	--
<i>Miscellaneous</i>	36	18	2	2	--
Inspections Performed					
Total Number	6,390	6,504	7,938	10,995	7,742
<i>Building</i>	3,462	3,663	4,405	5,357	--
<i>Plumbing</i>	1,233	1,134	1,339	2,157	--
<i>Electrical</i>	1,017	1,045	1,042	1,742	--
<i>Mechanical</i>	586	572	874	1,313	--
<i>Miscellaneous</i>	9	8	32	426	--
Average/day	25.4	28.6	32.1	43.6	43.0

ATTACHMENT B

**CITY OF DANA POINT
COMMUNITY DEVELOPMENT DEPARTMENT
Summary of Planning Activity**

Planning Applications	1999 Totals	2000 Totals	2001 Totals
Coastal Development Permits	61	29	51
Site Development Permits	67	58	86
Sign Program Permits	13	16	3
Variances	18	10	19
Temporary Site Development Permits	25	24	30
Conditional Use Permits	18	11	35
Local Coastal Program Amendments	4	4	3
Zone Changes	3	0	1
Zone Text Amendments	3	3	3
Antenna Use Permits	3	4	6
Tentative Tract Maps	1	1	2
General Plan Amendments	2	2	3
Tentative Parcel Maps	1	2	1
Administrative CDP's	3	1	2
Total Public Hearings	85	75	62

ATTACHMENT C**PERFORMANCE MEASURES FOR PROFESSIONAL AND TECHNICAL SERVICES****Planning**

Activity	Measure
Pre-Application Process	1. Average cycle time from date of initial application to date application is deemed completed by the City. <i>(Note: This workload measure to be utilized as a basis for developing target performance measures over time).</i>
Planning Commission Actions	<p>12. Average Cycle Time (45 days) for Planning Commission Actions – from date application deemed complete to first Planning Commission hearing date for:</p> <p>a. Coastal Development Permits (including Conditional Use Permits and zoning matters).</p> <p>b. All other actions (e.g. conditional use, signs, site development, maps, variances, zoning text changes, etc.)</p> <p>13. Percent of cases completed within one public hearing at Planning Commission.</p> <p>14. Percent of action items for which follow-up actions (i.e. notifications to individuals and agencies) are completed by planning staff within 14 working days of Planning Commission approval.</p>
General Customer Service Planning	<p>15. Telephone and e-mail inquiries are responded to within one workday.</p> <p>16. Written information describing permitting/application procedures is up-to-date at all times.</p> <p>17. Average number of days for completion of final inspections of finished projects.</p> <p>18. Average number of days to review and administrative (i.e. non-public hearing item) application.</p> <p>19. Percent of community complaints responded to within 14 working days.</p> <p>20. Percent of planning investigations initiated within three days of receipt of complaint.</p> <p>21. Average number of staff hours incurred monthly for research/follow-up on City Council/community initiatives <i>(note: This workload measure to be used for establishing performance measures over time).</i></p>