

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND REVENUE AND COST SPECIALISTS, LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Revenue and Cost Specialists, LLC, a California Limited Liability Company ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time,

and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.
8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever arising out of error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

- b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether

Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant

warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 29th day of October, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

REVENUE AND COST SPECIALISTS, LLC,  
a California Limited Liability Company

\_\_\_\_\_  
James A. Light, Mayor

Signed by:  
*Eric Johnson, President*  
By: \_\_\_\_\_  
Name: ERIC JOHNSON, President  
Title: President

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

The City of Redondo Beach has retained Consultant to complete two studies. The first portion of this Project is to prepare a Community Development User Fee Study by identifying the full costs of all Community Development Department ("Department") operational services that are either currently charged a fee or could be charged a fee. The second portion of this Project is to prepare a Development Impact Fee Study by studying the calculation and textual support for impact fees.

#### **FIRST STUDY - COMMUNITY DEVELOPMENT USER FEE STUDY**

Consultant shall perform the following duties with respect to the **Community Development User Fee Study**.

Consultant shall first identify the direct and indirect costs within the Department. Direct costs include salaries, benefits, operating supplies and services, some capital outlay, and possibly internal service charges. Indirect costs include administrative overhead, departmental overhead, and possibly internal service charges. Some direct and indirect costs shall be excluded as they are not related to user fee services. Consultant shall identify the correct direct and indirect costs, because that calculates the fully burdened hourly rates for all city positions.

Consultant shall perform the fee study, reviewing the staff time and program costs involved with each service and calculating the full cost of services for each fee. The proposed fee structure shall recover these costs in the most equitable and efficient way possible. The user fees shall represent how operations are conducted in the Department, and may involve flat fees, deposits, valuation-based fees, step-increase fees, or a combination of these. The eventual fee recommendations included in the final report and master fee resolution shall be defensible, easy to understand, and be supported by Department staff.

Consultant shall conduct a series of focused meetings with staff. Consultant shall use only company principals with more than 20-plus years of experience to conduct these meetings, which makes the process quicker and the results more accurate. Consultant's process provides the City with well-documented and defensible service costs that can be used to develop fees that comply with Propositions 4, 218 and 26.

Consultant shall provide the City of Redondo Beach with the requested printed and electronic copies of the final versions of the Cost of Services Study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate desired changes.

#### **Project Plan:**

**Task 1:** Consultant shall prepare Departmental Data. Consultant shall review and prepare necessary files for the project. This includes obtaining and reviewing prior user fee reports and fee schedules, line-item budget details, salary schedules, MOUs and fringe benefit details.

**Task 2: Kick-off Meeting.** Consultant shall conduct a Department-wide meeting, explaining the operational methodology of the study and the role of staff. Consultant shall review any possible issues that may arise as well as answer any questions from staff about the process. This meeting is crucial for the process. Consultant shall ensure that everyone understands the various steps in the process and what is expected of them.

**Task 3: Review the Service List with Staff.** Consultant shall review the service list through meetings with Department staff. Consultant shall also work with Department staff to determine any changes to the fee calculation methods. The end result, whichever method is used, shall be a fee structure that best fits the Department going forward. While this list will change during the course of the Study as it is refined, it shall be the initial basis. Department staff time for this review shall be approximately 1 hour per department.

**Task 4: Staff Time/Contract Cost Allocations.** Consultant shall interview personnel providing end-user services to ensure that costs from all functional areas directly involved with a service are included in the cost of that service. This component shall form the bulk of the time spent by staff. There shall be two to four meetings with supervisory level staff in each functional area to create and verify the amount of time spent by staff on the services identified in the task above. City staff shall not have to fill out forms detailing how they spend their time. This shall be an interactive process, and we allocate 100% of all departmental staff, to ensure that the information being generated is valid and reliable. Total time commitment per department varies from 2-20 hours, through a series of working meetings.

**Task 5: Develop Fully Burdened Hourly Rates.** Consultant shall develop a fully burdened hourly rate for each departmental employee, including salaries and benefits, miscellaneous operating services and supply costs, citywide overhead and departmental overhead.

**Task 6: Prepare Draft Report.** Consultant shall prepare a Draft Report that identifies the total costs for each service, along with current fees, and makes fee recommendations for each service presented as well potential new fees for services the City provides but does not charge for. Service costs shall be compared with existing recovery levels. Consultant shall review this report with the department so that it shall have input on the fees presented in the Final Report. Department staff time would be approximately 1-2 hours per functional area.

**Task 7: Prepare Final Report Based on staff input.** Consultant shall prepare a Final Report, which shall have recommendations for new fees, subsidy percentages and revenue projections from those fees. The Report shall include text and summary tables that shall clearly explain the results and the context. All recommended fees shall comply with Propositions 4, 218, 26 and any other applicable laws. Consultant shall provide the requested number of copies and a Microsoft Word and PDF file of the Final Report. Any Master Fee Schedule revisions shall also be made available in Word, Excel and/or PDF formats. Consultant shall provide a computer-based model for adjusting these fees and charges for the City's current and future needs, providing an electronic copy of the final study that can be edited and updated as the need arises and allowing for the requirements referred to in the City's RFQ. Consultant shall consult with staff as needed to defend the fee study in the event of audits or other challenges.

**Task 8: Present Report to the City Council and Committees.** Consultant shall assist City staff, the City Council and any Committee in the review and adoption of revised service fees and subsidy percentages, at up to three public meetings. Consultant shall assist City staff in the implementation of the revised service fees.

#### **Onsite Meetings and Video Conferencing Meetings:**

Consultant may utilize its' Zoom account, or any video conferencing platform of the City's choosing, to facilitate all working meetings. Consultant has determined that the use of video conferencing is more flexible in scheduling meetings, permitting City staff to quickly access reports and files on their computers, and allowing everyone to view and discuss the same documents at the same time. Department meetings shall be 30 minutes to two hours each. Consultant shall be present on-site at all public meetings involving the City Council or City Committees.

#### **Client Input:**

Consultant shall make every effort to advise, seek input from and, in general, explain the work as it is being performed. For this portion of the project to be completed successfully, Consultant depends on dedicated and engaged staff participation. Most of the staff participation is to attend working meetings with Consultant. The City shall designate a Project Coordinator for the fee study who shall: 1) Identify key City staff and coordinate the kick-off meeting(s) 2) Assist in obtaining requested information 3) Coordinate the review of draft reports, and 4) Provide project direction if needed.

#### **SECOND STUDY - DEVELOPMENT IMPACT FEE STUDY**

Consultant shall perform the following duties with respect to the **Development Impact Fee Study**.

Consultant shall update to the existing Development Impact Fees and would include the following infrastructures:

1. Park In-Lieu (Quimby Act)
2. Park Land Acquisition, Open Space and Park Improvements (AB 1600)
3. Public Art Fee
4. Wastewater System Consultant has the experience and determination to research and identify the maximum financial impact of future developments in Redondo Beach.

With this information, staff can realize the city's best funding and implementation policies. Consultant plans to use a series of direct, focused meetings between Consultant's experts and knowledgeable City staff to produce an accurate, logical, and defensible final product. Consultant's objective is to ensure that City staff feels confident about the data and the report and, therefore, confident in supporting the results at public hearings.

The fee recommendations included in Consultant's final Development Impact Fee Calculation and Nexus Report shall be legally defensible, easy to understand, and supported by City staff. Consultant ensures this project shall be completed successfully and on time based on Consultant's years of experience in impact fees and working with local government finance officers.

#### **PROJECT PLAN:**

To provide the basis for the Development Impact Fees, the following steps shall be taken by Consultant's Revenue & Cost Specialist staff, working with City staff and other consultants where necessary and appropriate:

**Task 1: Preliminary Research prior to any meetings.** Consultant shall perform a field "windshield" survey to become acquainted with the physical characteristics and general improvement needs and standards of the City. Consultant shall request and review all City maps, land-use documents, and available master plans, especially the Comprehensive General Plan, before the kick-off meeting. Consultant shall review the City's history of impact fee schedules, resolutions, ordinances, and Annual and Five-Year Reports per Government Code Sections 66006 and 66001. Consultant shall review recent Operating Budgets, CIP Budgets, Comprehensive Annual Financial Reports, and fixed asset reports. Consultant shall meet and discuss the City's planning, capital financing process, and community development standards with the City Engineer, City Planner, and other executive staff to determine the improvements that most likely shall evolve from the project planning documents and be needed to support and give validity to the City's Comprehensive General Plan.

**Task 2: Series of Working Meetings.** Consultant shall meet with City staff responsible for each infrastructure to help identify all projects needed through theoretical build-out

via the use of master plans, specific plans, and other service requirement studies. The more supporting documents Consultant can find, the better the Study shall be. The greatest support would be an engineer prepared Master Plan. Consultant shall endeavor to increase the validity of available information if such a document is unavailable. Consultant shall request from the City all reports, master plans, specific plans, and other related reports identifying needed infrastructure. If needed, Consultant can assist the City with developing project lists and supporting data. Consultant shall review project cost estimates and textual explanations for accuracy and completeness. Consultant shall identify and analyze the demand drivers specific to each infrastructure or service area. The drivers are the factors of nexus demand related to each land use and would be based on the project plans or City productivity records. These demand drivers shall help determine the distribution of the benefits of nexus and the impact of each group of projects on each of the above categories of land use. Proportional analysis is necessary to identify what burdens would be placed upon the existing and future infrastructure would be undertaken.

**Task 3: Draft Development Impact Fee Calculation and Nexus Report.** Since the Report is based on information and estimates provided by City staff, it is important that all participants are comfortable with the methodology and data presented. Consultant shall prepare a draft report consisting of the fee structures, the necessary relevant nexus text, and a report with recommended fees. This meeting shall include discussions on policy issues, implementation strategies, and revenue collection procedures. Consultant shall provide the draft report for staff consideration and distribution.

**Task 4: Presentation of Proposed Development Impact Fee Calculation and Nexus Report to the City Council.** Consultant shall attend the City Council meeting to discuss the report methodology and present findings, provide a formal presentation, and answer questions about those findings. Consultant shall have the necessary supporting documentation for the meeting and shall be the primary contact to answer all questions, following up with any City Council direction with the assistance of City staff.

## **ONSITE MEETINGS AND VIDEO CONFERENCING MEETINGS**

For the project kick-off and working meetings on the same day, the City may choose to have Consultant onsite or conduct the meetings through a video conferencing account. All working meetings shall be through a Zoom account or a video conferencing software of the City's choice. Consultant has determined that video conferencing is more flexible in scheduling meetings, lets City staff quickly access reports and files on their computers, and allows everyone to view and discuss the same documents at the same time. Consultant shall participate onsite for City Council meetings at the City of Redondo Beach.

## **CLIENT INPUT**

Consultant shall make every effort to advise, seek input from and, in general, explain the work as it is being performed. For this portion of the project to be completed

successfully, Consultant depends on dedicated and engaged staff participation. Most of the staff participation is to attend working meetings with CONSULTANT. The City shall designate a Project Coordinator for the fee study who shall: 1) Identify key City staff and coordinate the kick-off meeting(s) 2) Assist in obtaining the requested information 3) Coordinate the review of draft reports, and 4) Provide project direction if needed.

## **EXHIBIT "B"**

### **TERM AND TIME OF COMPLETION**

Term. This Agreement shall commence on October 29, 2024 and shall continue until October 28, 2025, unless otherwise terminated as herein provided.

Consultant shall complete the first study in five months and the second study in four months. These schedules shall require the cooperative participation of City staff. Consultant shall meet with staff every two to three weeks to provide them with updates. Department meetings shall be 30 minutes to two hours each.

**EXHIBIT "C"**  
**COMPENSATION**

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

1. **AMOUNT.** The total not to exceed amount is \$47,700 which includes a \$3,000 travel budget.

**COST FOR FIRST STUDY - \$19,950**

<b>Task</b>	<b>Milestones/Deliverables</b>	<b>Hours</b>	<b>Total Cost</b>
<b>User Fee Study</b>			
Kick-Off Meeting	Informational Meeting	4	700
Build Budget and Positions	Schedule of Positions and Budget	12	2,100
Develop Service List	Preliminary Service List	4	700
Develop Staff Time Allocations	Time Detail Reports	32	5,600
Develop Fully Alloc. Hourly Rates	Fully Alloc. Hourly Rate Reports	8	1,400
Prepare Draft Report	Draft Fee Study Report	30	5,250
Prepare Final Report	Final Report	16	2,800
Public Meetings	Presentations	8	1,400
<b>PROJECT TOTAL</b>		<b>114</b>	<b>\$19,950</b>

The above proposal is based on a cost of \$175 per hour. The billing rate for any additional work not covered by this proposal would be \$195 per hour.

**COST FOR SECOND STUDY - \$24,750**

<b>Task</b>	<b>Milestones/Deliverables</b>	<b>Hours</b>	<b>Total Cost</b>
<b>Development Impact Study</b>			
Preliminary Research		10	1,500
Identify Land Use Buildout	Land Use Database	65	9,750
Identify Current/Future Needs	Schedule of Capital Costs	15	2,250
Mathematical Nexus Calculations	Spreadsheets of Calculations	30	4,500
Textual Nexus	Draft & Final DIF Report	25	3,750
Public Meetings	Presentations (4)	20	3,000
<b>PROJECT TOTAL</b>		<b>165</b>	<b>\$24,750</b>

The above proposal is based on a cost of \$150 per hour. The billing rate for any additional work not covered by this proposal would be \$200 per hour.

2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request. Travel expenses shall be compensated provided the following conditions are met: expenses are reasonable; expenses are billed at cost; Consultant provides receipts to the City; expenses are ordinary expenses incurred by Consultant in its' performance of the services described herein; and Consultant obtains the prior approval from the City prior to incurring the expense.
3. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by City shall not exceed \$47,700 and services are performed within the standard of care to the full satisfaction of the City.
4. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: Revenue and Cost Specialists, LLC  
1519 East Chapman, Suite C  
Fullerton, CA 92831  
Attention: Eric S. Johnson

City: City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Marc Wiener

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract 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.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.