



REPORT TO CITY COUNCIL

Approved by:



Gary Conte, Planning Manager



Arnaldo Rodriguez, City Manager

Council Meeting of: August 18, 2021

Agenda Number: D-2

SUBJECT:

Professional Planning and Environmental Review Services Agreement with QK, Inc.

RECOMMENDATION:

Adopt a Resolution approving the Professional Services Agreement between the City of Madera and QK, Inc. for City Planning and Environmental Services and Rescinding Resolution 21-56.

SUMMARY:

City Council approved Resolution 21-56 authorizing a Professional Services Agreement with QK, Inc. (QK) to provide planning and environmental services related to implementation of the City's adopted plans, policies and zoning regulations. However, due to discrepancies in the Agreement, the Agreement was never fully executed. Staff and QK have resolved the Agreement discrepancies and are prepared to move forward with executing a corrected Agreement. Purpose of this Resolution is to acknowledge the corrections to the discrepancies in original Agreement and to approve a new Agreement benefitting both parties. Funds are available in the Planning Department Fiscal Year 2021/22 Budget to finance the Agreement.

DISCUSSION:

The discrepancies in the original Agreement focused on compensation as well as personnel assignment and duties. Staff and QK have worked together to resolve these discrepancies as well as updated the scope of services to respond to present City Planning Department professional planning and environmental review service needs. The Planning Department is in need of professional planning services to assist staff in the analysis, evaluation, and preparation of recommendations pertaining to the development and use of properties in accordance with the City's applicable plans, policies, ordinances, and development standards. The City has and is likely to continue to receive an unprecedented number of land use entitlement applications impacting the Planning Department's ability to process applications in a timely matter based on its current staffing resources. The Planning Department is presently is processing 50 discretionary and ministerial entitlement applications in addition to reviewing building plot plan and construction plan reviews, and environmental reviews for other City Departments. The 50 discretionary

and ministerial applications are down from the 70 applications the Department was processing at the time the City Council approved Resolution 21-56 authorizing a Professional Services Agreement with QK, Inc. (QK).

The City has consistently focused efforts and resources to provide a high level of services to its residents and business. These efforts have resulted in notable development of new housing, expanded commercial opportunities, and job creating industrial growth. The purpose for Resolution 21-56, as is with the present Resolution approving a corrected Professional Services Agreement between the City and QK is to assist the Planning Department in providing an appropriate and desirable level of services to the community, Planning Commission and to the Council. The Agreement will be for planning, zoning and environmental review and report preparation performed as directed by the City's Planning Department. The total budget of the Agreement is not to exceed \$50,000. We note that the City did engaged in a process of soliciting for qualified consultants when originally seeking proposals for planning services.

FINANCIAL IMPACT:

There will be no fiscal impact to the Planning Department Fiscal Year 2021/22 Budget. The Department's Fiscal Year 2021/22 Budget anticipated entering into an Agreement with QK for Professional Services and includes a budget of \$50,000 for the Agreement based on the approval of Resolution 21-56.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommend Professional Services Agreement with QK is integral to the review and approval process for development project. As such, approval of the Professional Services Agreement with QK is consistent with the City's vision statements for "a well-planned city" and "good jobs and economic opportunity."

ALTERNATIVES:

As an alternative to staff's recommendation, the City may:

1. Authorize a lesser budget increase to the Professional Services Agreement with QK Consultants, Inc.
2. Direct staff to solicit additional proposals for professional planning services. Such action will represent a delay of approximately 3 to 4 months due to the advertisement period, review of proposals, and selecting a consultant.

ATTACHMENTS:

1. Resolution
2. Consultant Services Agreement Between City of Madera and QK, Inc.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND QK, INC. FOR PROFESSIONAL PLANNING AND ENVIRONMENTAL REVIEW SERVICES AND RESCINDING RESOLUTION 21-56

WHEREAS, the City is in need of land use planning and environmental review services in connection with its efforts to assure compliance with applicable State regulations, City municipal codes and standards; and

WHEREAS, QK, Inc. has been identified as a firm having the professional competence, experience, and qualifications to provide professional planning and environmental services; and

WHEREAS, the City adopted Resolution No. 21-56 approving the City to enter into an agreement with QK, Inc. for the purpose of providing professional planning and environmental services; and

WHEREAS, the original agreement made a part of Resolution No. 21-56 included compensation, as well as personnel assignment and duty discrepancies; and

WHEREAS, the City and QK, Inc. have worked together to resolve the compensation, and personnel assignment and duty discrepancies, and have updated the scope of services to respond to present City Planning Department planning and environmental review service needs; and

WHEREAS, the City has prepared a Professional Services Agreement with QK, Inc. which is in the best interests of both parties; and

WHEREAS, the Professional Services Agreement with QK, Inc. includes a not-to-exceed compensation of \$50,000; and

WHEREAS, funds for the Professional Services Agreement is available in the Planning Department's 2021/22 Fiscal Budget for Contract Planning Services; and

WHEREAS, the City Council authorizes the Planning Manager to spend the Planning Department's 2021/22 Fiscal Budget for Contract Planning Services in the amount of \$50,000 for Professional Planning and Environmental Review Services performed by QK, Inc.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HERBY RESOLVE, FIND AND ORDER AS FOLLOWS:

1. The recitals listed above are true and correct.
2. The City approves the Professional Services Agreement with QK, Inc. for not-to-exceed compensation fee of \$50,000, a copy of which is attached hereto and incorporated by reference.
3. Resolution 21-56 is rescinded and null and void.
4. The Resolution is effective immediately upon adoption.

**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND
QK, INC**

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and QK, Inc. ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a consultant to provide professional planning and environmental review services.

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party in accordance with this Agreement, whichever is earlier.

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in

Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the Planning Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Hourly Billing Rates, Direct Expenses and Charge Rate Schedule listed in **Exhibit A**. Both parties agree that Consultant's total compensation under this Agreement shall not exceed \$50,000.

(b) Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

(c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Payment to Consultant for work performed under this Agreement shall not be deemed to waive any defects in work performed by Consultant.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Consultant; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and a copy of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs (“Work Product”), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City’s request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City’s request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City’s name or insignia, photographs relating to the City projects for which Consultant’s services are rendered, or any publicity pertaining to the Consultant’s services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other

writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

19. Compliance with All Laws. Consultant shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Gary Conte, AICP, Planning Manager
City of Madera
205 W. Fourth
Madera, CA 93637
Email: gconte@madera.gov

To Consultant: Steve Brandt, AICP
QK, Inc.
601 Pollasky Avenue, Suite 301
Clovis, CA 93612
Email: Steve.Brandt@qkinc.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

22. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of

the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on the date(s) set forth below.

QK, INC.

CITY OF MADERA

By: _____
Amber Aguayo
Vice President, Business and Operations

By: _____
Santos Garcia, Mayor

Date: _____

Date: _____

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE



April 14, 2021

Gary Conte
Planning Manager
City of Madera
205 W 4th Street
Madera, CA 93637

Subject: City of Madera Extension of Staff On-Call Planning Services

Dear Mr. Conte:

QK is excited for the opportunity to support the City of Madera's Planning Department as an extension of staff. We have extensive experience helping Central Valley cities address application backlogs so that they can be responsive to the community and generate the time to invest in other capacities. We will augment your existing staff by assisting with project entitlement processing and environmental review. Timely entitlement processing, with a focus on achieving objectives as well as compliance with local, state, and federal codes are key to delivering public services. QK has extensive experience with both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, including Part 58 environmental review forms, to deliver projects that are compliant with applicable environmental law.

At QK, we pride ourselves on providing excellent customer service to the community. We understand the City's overarching goal to be "business friendly", and therefore, make it our mission to be responsive as inquires and applications are submitted.

Thank you for the opportunity to partner with the City of Madera Planning Department to assist your team by providing planning and environmental services. We look forward to working with you. If you have any questions about this proposal, please contact Steve Brandt, AICP, at 733-0440 or at steve.brandt@qkinc.com.

Sincerely,

Steve Brandt, AICP
Principal-in-Charge

Amber Aguayo
Vice President Business and Operations

Enclosure

P210342
ap/sb/aa

Professional Services

Technical Capabilities

On-call Planning Department Support/Extension of City Staff

QK has provided contract planning services to a number of Central Valley cities. Serving as an extension of City staff, our services have included interacting with the public and applicants at the front counter, by telephone, and through electronic communications; evaluation and review of submittals and requests for permits/approvals; preparation of staff reports; making recommendations to staff; legislative review; and presentations to Planning Commissions and City Councils at public hearings.

Our planning staff is accustomed to policy planning consulting services for both the public and private sectors. Many of our staff have experience in public sector planning, working for cities and counties.

Our planning staff has a successful track record of leaders' and residents' support for their community's plans. QK's planners benefit our clients by understanding the interests of stakeholders and residents. Our experience includes:

- On-site and On-call Planning Department Support/Extension of City Staff
- Entitlement Review and Processing
- CEQA/NEPA Preparation and Review
- General Plan Updates
- Zoning Ordinances
- Master Planning
- Site Planning
- Specific Plans
- Community Plans
- Development Agreements
- Design Guidelines and Development Standards
- LAFCo Annexations and Municipal Service Reviews/Sphere of Influence Evaluations

Planning/Environmental (CEQA and NEPA)

QK's skilled planning professionals help our public and private sector clients balance environmental protection with the social, technical, and economic benefits of each project. Our planners have the capabilities and experience to offer the advantages of a full range of professional and technical expertise, while at the same time offering the direct and personal attention typically associated with smaller companies. This results in QK's ability to offer clients a greater level of interaction and involvement with key personnel – enabling us to meet and be aligned with client expectations.

QK's environmental planning staff are experienced with National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance. We have prepared thousands of CEQA and NEPA environmental documents that successfully met project objectives and schedules while complying with ever changing environmental regulations.

We advocate on behalf of our clients to **help bring about the best possible outcome**. We firmly believe that our partnership **helps** produce a better quality of life. QK's team of environmental planners is well versed in the preparation of the following:

- Environmental Impact Reports (EIR)
- Initial Studies (IS)

- Negative Declarations/Mitigated Negative Declarations (ND/MND)
- Categorical Exemptions
- Environmental Impact Statements (EIS)
- Environmental Assessments (EA)/Findings of No Significant Impacts (FONSI)
- Categorical Exclusions
- Mitigation Monitoring & Reporting Plans and Programs
- Water Supply Assessments
- Technical Documents in Support of NEPA Compliance

QK's environmental planners have a track record of success in devising practical approaches to mitigating potential environmental concerns. We have also developed and maintained strong relationships with federal and State regulatory agencies and their staff to help navigate the regulatory environment.

Geographic Information Systems (GIS)

A picture is worth more than a thousand words and a geographic information system (GIS) helps to visualize, analyze, interpret, integrate, and map data that has a spatial component. QK can provide data to assist Madera in many industry standard formats: geodatabases, shapefiles, map packages, layer packages, on-line websites, and display maps.

We can provide project specific mapping or city-wide mapping services. QK is an ESRI Partner and can use new or existing data to build web-based GIS services using ArcGIS Online. This service can be customized to present data either publicly or privately over the internet. Since this is a subscription service, the client has full access to the site without the need for additional software, hardware, or personnel.

QK offers the following geospatial analysis services:

- GIS Webmap Development for Public and/or Staff-only Access
- ArcGIS Online Website Development
- Viewshed and Line-of-Site Analysis
- Citywide Land Use Capacity Analysis

Approach and Methodology

Building a Healthy Foundation

QK believes that solid working relationships with our small cities are the most important factor in our ability to successfully deliver the planning services required to move the community forward. Establishing a healthy dialogue, as well as setting expectations before we begin work, are vital components in building a foundation of trust upon which the City of Madera can rely.

In order to help us build this trust from the very beginning, the Project Manager and proposed project team will meet with the Planning Manager and planning staff to discuss the City's scope and expectations. We'll also establish periodic meetings where the Planning Manager and QK's Project Manager can discuss the overall performance of the team, as well as communication protocols.

Under your direction, we will provide clear communication with City Council members and Planning Commissioners so that they view QK as an extension of City staff and can trust our technical expertise and City/QK recommendations.

Implementation Plan

Our typical procedure for processing land development applications that require Planning Commission or City Council approval follows these steps:

1. Receive the application materials from the City;
2. Determine if the application is complete. If it is not, call/email the applicant and describe what additional information or materials are needed. Follow up with a letter to the applicant;
3. Once the application is deemed complete, determine the staff that will process the project and contact the applicant to inform them that the application is complete. Follow up with a letter;
4. Determine the type of CEQA document that will be required. Inform City staff of the determination and discuss, if needed;
5. Agree upon a timeline and planned public hearing date;
6. Assist the City staff as needed to send appropriate notices of the application to outside agencies and internal departments, in accordance with City guidelines;
7. Analyze the project and prepare a staff report and draft resolution for review by City staff;
8. Revise the staff report as needed;
9. Assist with public hearing noticing as needed;
10. Present the staff report and recommendation to the Planning Commission and/or City Council and answer any questions they have about the application or our recommendation.

We can discuss this typical procedure beforehand with City staff and adjust as needed to conform to Madera's ordinances, support needs of the City, and typical practices.

Delivering Client and Scope Satisfaction

QK's Quality Management Program

QK's Quality Management Program (QMP) outlines the **key mandatory quality assurance and quality control procedures** required for all projects undertaken by the company. A project management plan is prepared by the Project Manager for every project. This plan includes the quality control and quality assurance process to be utilized for that project.

Key elements of our QMP process include:

- **Independent Third Party Required:** Reviews must be made by a third party who was not directly involved in the design or preparation of the reports being reviewed.
- **Qualified Reviewer:** The person responsible for the technical review must be, at a minimum, peer level or higher (experience) than the person responsible for the preparation of the original work, and other review categories must be conducted by a team member possessing skills appropriate for the area being reviewed.
- **Accountability:** The person providing the QMP review must sign off on the final deliverable before it leaves the office.
- **No Exceptions:** The QMP review process takes priority over all other project considerations.
- **Individual Quality Pledge:** A meeting is conducted with every staff member on an annual basis to review the firm's QMP manual. Each team member is required to sign a Quality Pledge, agreeing to uphold the company's QMP process and values.

What We Need from the City of Madera

We've found, especially when first starting out as on-call or on-site contract planners for cities, that a clear understanding of the application process is key to avoiding misunderstandings. Each city has their own way of processing projects based on their interpretation of State law and their own ordinances and adopted policies. QK will meet with City staff ahead of project review to learn and understand the processes that Madera uses to bring applications forward. After we have processed a few projects, we may see areas where we can suggest modifications if we think that they will make the overall process more efficient. We prefer discussion and debate to be about the project itself, not about the process of how to approve the project. To do that, the process must be clear and acceptable to all parties.

Communication on the status of new applications is key to starting the process effectively. We would want to receive a full copy of all the application materials in a timely fashion. We can help set up a clearly understood method of transmitting those applications to us with City staff.

When we are responsible for evaluating proposals and preparing staff reports for applications, we would want to be informed of all communications between City staff and applicants, citizens, council members, etc. regarding that particular application. Conversely, if we ever receive a call directly and discuss the application with someone, we will report the conversation to City staff at the earliest possible time.

Sometimes projects have "backstories". If a project has a particular political wrinkle, we would like to be informed of this so that we can be involved in the strategy to help you have a successful public review process and also so that we don't inadvertently say or write something that results in controversy.

We would like access to all applicable maps, ordinances, design guidelines, or other adopted policies that can assist in the processing of projects.

Team Staffing

Recognizing the importance of providing comprehensive on-site and on-call municipal planning service to the City of Madera, QK has selected a team of talented professionals to provide services to the City of Madera. A brief introduction to each team member is provided below.

Steve Brandt, AICP

Principal-in-Charge

Years planning in public sector: 15 (25 overall professional)

- Certified Planner, American Institute of Certified Planners (AICP)
- BA, Marketing/Management, Fresno Pacific University

Mr. Brandt is an experienced planning professional who specializes in development entitlement processing to allow projects and proposals to move forward. Prior to joining QK, Mr. Brandt served in both current and advanced planning functions with the City of Visalia, where he took on all planning roles from front counter staff to manager and was ultimately appointed Planning Manager of the Planning Division. Previous to that he served as Tulare County LAFCo staff analyst and has a firm understanding of annexation procedures. In addition, Mr. Brandt served as Entitlements Manager at Centex Homes Central Valley Division, where his primary responsibility consisted of obtaining land use approvals and resolving entitlement issues. **Mr. Brandt is currently providing planning services to the City of Lemoore.**

Kira Noguera

Lead Technical Planner

Years planning in public sector: 13

- BS, Environmental Policy Analysis and Planning, University of California, Davis

Ms. Noguera is a graduate in the field of environmental policy and planning with a strong understanding of the planning process. She has worked in a number of municipalities and specializes in entitlement processing. **Ms. Noguera is currently providing on-site and on-call planning services to the City of Selma and the City of Lindsay. She has previously worked as a planner at the Cities of Madera and Fresno, and while at QK, previously provided on-site contract planning services for the City of Rocklin and the County of Calaveras.**

Annalisa Perea, AICP, LEED-AP ND

Lead Technical Planner

Years planning in public sector: 10

- Certified Planner, American Institute of Certified Planners (AICP)
- BS, City and Regional Planning, Cal Poly, San Luis Obispo, 2010
- Architecture & Urbanism Study Abroad, Universidade Federal do Rio de Janeiro, Brazil, 2008

Ms. Perea brings experience in community design and planning, where she provides a comprehensive and interdisciplinary approach to design that makes her versatile and diverse in her skills. Ms. Perea conducts environmental analysis and prepares documentation in compliance with CEQA on a variety of environmental issue areas (e.g., agricultural resources, biology, geology and soils, hazards and hazardous waste, hydrology and water quality, land use and planning, mineral resources, population and housing, public services, recreation, and utilities and service systems). **While at QK, Ms. Perea has provided on-site contract planning services for the City of Sanger and is currently the direct contact for planning services to the City of Chowchilla.**

Jessica Bispels

Project Coordinator

Years planning in public sector: 3

- BA, Urban Studies: Urban Planning; Minor in Portuguese Language, University of Pittsburgh

Ms. Bispels takes an interdisciplinary approach to the many projects of QK. She has worked with a broad range of cities and understands the importance of identifying the particularities of each city to foster the best results. She has reviewed development project proposals for the City of Lemoore and made presentations to their Planning Commission. She has also assisted in the updates to Subdivision and Zoning Ordinances for the City of Chowchilla. **Ms. Bispels provides support planning services for the Cities of Chowchilla, Selma, Lemoore, and Lindsay.**

Jonnie Lam, AICP

Technical Planner

Years planning in public sector: 15

- Certified Planner, American Institute of Certified Planners (AICP)
- MS, Planning and Development Studies, University of Southern California
- BA, History, University of California, Davis
- Social Studies Secondary Teaching Credential, University of California, Davis

Ms. Lan is an accomplished development and operational management professional with extensive experience in commercial, industrial and residential site and capital planning, and development and operational support projects., including seven years planning with the City of Modesto. She maintains experience in development due diligence, occupancy planning, and space management. Notable projects for Ms. Lan include management of the City of Fremont's Housing Element Implementation Commercial and Industrial Rezoning Program; representation of City of Modesto, City of Fremont, and City of Hollister in development negotiations; drafting and updating of City of Hollister's General Plan and Zoning Ordinance; and creation of the City of Hollister's code enforcement program.

Jaymie Brauer

Lead Environmental Planner

Years planning in public sector: 7

- MA, Anthropology (Zoology minor), University of Texas, Austin
- BA, Anthropology (English/Biology minors), Purdue University (with Honors)

Ms. Brauer leads the environmental practice for QK and has more than 14 years of experience with CEQA/NEPA compliance, as well as managing projects for public agencies and private interests. Prior to joining QK, Ms. Brauer was a senior level planner with the County of Kern, where she managed numerous entitlement projects and wrote CEQA documents.

In addition to the planners listed above, we also have 1 Senior Associate Planner, 3 Associate Planners, and 1 Assistant Planner to provide additional support to the City of Madera on a project-by-project basis depending on the needs and level of time commitment required by each project.

On-Call Planning & Environmental Experience

Contract City Planning Services City of Lemoore, CA

Reference:

Judy Holwell, Development Services Director
City of Lemoore
Ph: (559) 924-6744
Email: jholwell@lemoore.com

Project Start Date: June 2013
Project End Date: Continuing

QK currently provides technical planning services to the City of Lemoore and serves as city planner to the Planning Commission and City Council. Planning tasks performed include City staff representation with project applicants, entitlement and site plan review, planning research, reports and updates to City Manager, and advisor to the Planning Commission at their meetings.

Projects completed, in addition to on-site duties, for the City of Lemoore as City Planner, include:

- Cannabis Application Processing
- Zoning Ordinance Text Amendments (major update in 2012 and yearly updates since then)
- Processing of over 40 discretionary Planning Permits with presentations at Planning Commission and City Council in past 5+ years, including CUPs, Variances, Zone Changes, General Plan Amendments, Tentative Subdivision Maps, and Site Plan Reviews
- Preparation of CEQA Documents for Planning Permit projects
- Training City staff to process most administrative, over-the-counter Planning Permits
- Staff Report development

Contract City Planning and Environmental Services City of Chowchilla, CA

Reference:

Mark Hamilton, Community Development Director
City of Chowchilla
Ph: (559) 665-8615
Email: MHamilton@CityofChowchilla.org

Project Start Date: February 2016
Project End Date: Continuing

QK is currently providing technical planning services to the City and serving as city planner to the City Planning Commission and City Council. Essential ongoing duties and responsibilities include approximately 20 hours per week of front counter (pre-COVID) planning staff representation for the City's Community Development Department. Over the past year, QK has been providing on-call planning services off-site. Additional tasks include:

- On-site public assistance at the Planning Counter
- Preparation of CEQA Documents for Planning Permit projects
- Processing of CUPs, Tentative Subdivision/Parcel Maps, and Site Plan Reviews
- Zoning research
- Staff Report development

- Reports and updates to Community Development Director

QK also prepared a specific plan for Chowchilla's industrial park, and recently completed a comprehensive update to Chowchilla's Zoning Ordinance and Subdivision Ordinance.

Contract City Planning Services City of Selma, CA

Reference:

Teresa Galvin, City Manager

City of Selma

Ph: (559) 891-2200

Email: TeresaG@CityofSelma.com

Project Start Date: May 2019

Project End Date: Continuing

QK is currently providing technical planning services to the City and serving as city planner to the City Planning Commission and City Council. Essential ongoing duties and responsibilities include approximately 20 hours per week of front counter (pre-COVID) planning staff representation for the City's Community Development Department. Over the past year, QK has been providing on-call planning services off-site. Additional tasks include:

- On-site public assistance at the Planning Counter
- Preparation of CEQA Documents for Planning Permit projects
- Processing of CUPs, Tentative Subdivision Maps, and Site Plan Reviews
- Zoning research
- Staff Report development
- Reports and updates to City Manager

Contract City Planning and Environmental Services City of Lindsay, CA

Reference:

Joe Tanner, City Planner

City of Lindsay

Ph: (559) 562-7102

Email: Jtanner@lindsay.ca.us

Project Start Date: November 2018

Project End Date: Continuing

QK is currently providing technical planning services to the City and serving as city planner to the City Council. Essential ongoing duties and responsibilities include approximately 8 hours per week of front counter (pre-COVID) planning staff representation for the City's Community Development Department. Over the past year, QK has been providing on-call planning services off-site. Additional tasks include:

- Cannabis Application Processing
- On-site public assistance at the Planning Counter
- Review of CEQA documents
- Processing of CUPs, Tentative Subdivision Maps, and Site Plan Reviews
- Planning research
- Reports and updates to City Manager

Billing Structure

We understand that cities are on tight budgets. City planning departments traditionally operate with funding from a combination of development project processing fees and support from the City's general fund. In our experience, processing fees cover 30% to 80% of a planning department's budget, depending on the local economy (which affects the number of applications received) and the City Council's decisions about adopting full cost recovery fees versus charging a lower fee to encourage more development.

If selected, we would work with the City Manager and Planning Director to set budget and hours expectations that fit Madera's needs and funding availability. The following represents the billing rates and tasks for each proposed team member.

Hourly Billing Rates

Key Team Member	Title	Hourly Billing Rate
Steve Brandt, AICP	Principal Planner	\$170
Kira Noguera	Senior Planner	\$155
Annalisa Perea, AICP, LEED AP-ND	Senior Planner	\$155
Jaymie Brauer	Principal Planner	\$170
Jonnie Lam, AICP	Senior Planner	\$155
Mike Ratajski	Senior Planner	\$155
Jessica Bispels	Associate Planner	\$105
Trevor Stearns	Associate Planner	\$105
Sam Rashe	Associate Planner	\$105
Amber Williams	Assistant Planner	\$90

Direct Expenses

QK has been providing planning services to Central Valley Cities for over 48 years. As a result, we are aware of the associated costs. We charge for mileage when we are attending a meeting or hearing. We also will charge for postage if we are the ones to send out notices of meetings or hearings.

Expense	Cost
Round trip transportation to Madera from our Clovis office	62 miles * 0.56 = \$34.72
Round trip transportation to Madera from our Merced office	68 miles * 0.56 = \$38.08
Current IRS reimbursement mileage rate is \$0.56	

Indirect Expenses

Indirect expenses are built into our billing rates.

Charge Rate Schedule

A copy of our Charge Rate Schedule is included on the following page.



2021 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Assistant	\$69 / hour
Project Administrator	\$92 / hour
Assistant CADD Technician/Designer /GIS Technician	\$87 / hour
Associate CADD Technician/Designer /GIS Analyst	\$102 / hour
Senior Associate CADD Technician/Designer / GIS Analyst	\$118 / hour
Senior CADD Technician/Designer /GIS Analyst	\$133 / hour
Landscape Architect Technician	\$102 / hour

PROFESSIONAL SERVICES

Engineering	
Assistant Engineer	\$115 / hour
Associate Engineer	\$145 / hour
Senior Associate Engineer	\$170 / hour
Senior Engineer / City Engineer / District Engineer	\$199 / hour
Principal Engineer	\$250 / hour

Planning / Environmental / Landscape Architecture

Assistant Environmental Scientist	\$80 / hour
Assistant Planner	\$90 / hour
Associate Planner/Environmental Scientist	\$105 / hour
Senior Associate Environmental Scientist	\$130 / hour
Senior Associate Planner	\$130 / hour
Senior Environmental Scientist	\$155 / hour
Senior Planner/ Landscape Architect	\$155 / hour
Principal Planner/Environmental Scientist	\$170 / hour
Senior Principal Planner/Environmental Scientist	\$195 / hour

Construction and Project Management

Field Construction Observer	\$118 / hour
Senior Field Construction Observer	\$138 / hour
Assistant Construction/Project Manager	\$110 / hour
Associate Construction/Project Manager	\$129 / hour
Project Manager	\$133 / hour
Senior Associate Construction/Project Manager	\$148 / hour
Senior Construction/Project Manager	\$170 / hour
Principal Construction/Project Manager	\$185 / hour

Surveying

Assistant Surveyor	\$102 / hour
Associate Surveyor	\$116 / hour
Senior Associate Surveyor	\$145 / hour
Senior Surveyor	\$170 / hour
One-Person Survey Crew	\$140 / hour
Two-Person Survey Crew	\$225 / hour
Three-Person Survey Crew	\$275 / hour
UAV Pilot	\$156 / hour
UAV Flight Observer	\$116 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES

Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.67 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2021. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/23/2020

EXHIBIT B INSURANCE

A. Insurance Requirements

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of

subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.