



**PLANNING SERVICES AGREEMENT**

This Planning Services Agreement (the "Agreement") is made by and between the GUNDA CORPORATION, LLC, a State of Texas limited liability company (the "CONSULTANT"), and THE CITY OF ANGLETON, a State of Texas home rule municipal corporation (the "CLIENT") (with the CONSULTANT and the CLIENT each being a "Party" and together the "Parties"), with and is entered into and made effective as of the date of execution by the Parties below (the "Effective Date").

**RECITALS**

**WHEREAS**, the CLIENT has authorized certain initiatives that require planning services to be performed by a planning professional, with such initiatives including, but not limited to, services in "Appendix A" as the Scope of Work and

**WHEREAS**, the CONSULTANT is an expert in the fields of engineering and planning, and is specially qualified to provide the planning services required by the CLIENT'S Initiatives (the "Scope of Work"), with the Scope of Work being more specifically described in the attached "Appendix A"; and

**WHEREAS**, the CLIENT and the CONSULTANT desire to enter into this Agreement in order that the CONSULTANT may perform the Scope of Work to execute the CLIENT'S Initiatives; and **NOW, THEREFORE**,

**ACCORDING TO THE MUTUAL COVENANTS AND PROMISES PROVIDED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY ENTER INTO THIS AGREEMENT AS OF THE EFFECTIVE DATE.**

**AGREEMENT**

**SECTION 1. TERM**

This Agreement shall commence on the Effective Date and shall continue until the earlier of: 1. Such time as the Scope of Work has been completed by the CONSULTANT to the reasonable satisfaction of the CLIENT; or is terminated earlier as provided herein (the "Term"). The Term may be extended through a written amendment to this Agreement approved by the Parties is one (1) year or until the project is complete, unless canceled or terminated.

**SECTION 2. SEE BASIS**

- A. LABOR – Invoices and payments will be based on the CONSULTANT'S percentage of completion of the Scope of Work as of the time of the invoice.
- B. Reimbursable Expenses – For surveys, project-related travel expenses, subcontracts, and other out-of-pocket material expenses such as printing, postage, courier costs, long-distance telephone calls, etc. (the "Reimbursable Expenses"), the CLIENT may pay the CONSULTANT for Reimbursable Expenses at cost plus ten percent (10%), as long as such Reimbursable Expenses do not exceed the maximum amount of fees authorized by the CLIENT through this Agreement. Mileage will be charged at current IRS rate per mile.

**SECTION 3. INVOICES AND PAYMENTS**

**Commented [WR1]:** Should be until completed

**Commented [LK2R1]:** I think we should specify the project timeline expectations to not exceed one year, so that all parties understand the expected completion date.

**Commented [LK3]:** We anticipate that the project will be completed in 1 year. The schedule and timeline can be finalized separately with staff.

Okay as written.

**Commented [WR4]:** Is this in addition to the fees in the scope of work? For example, the "expected fee" for the Diagnostic Report is \$19,500. Does this mean that the reimbursable expenses are capped at an additional \$19,500 for a total of \$39,000 or are they part of the \$19,500?

Reimbursable expenses are included in the \$19,500 cap. Depending on the deliverables required, typically electronic versions, this would not include any copying/printing charges.

Okay as written.



- A. The CONSULTANT will prepare and present an itemized and detailed invoice to the CLIENT on a monthly basis for the monthly portion of the CONSULTANT'S performance of the Scope of Work (the "Invoice").
- B. The CLIENT shall pay the CONSULTANT for Invoice amount within thirty (30) days from the date the CLIENT receives the Invoice.
- C. If the CLIENT fails to pay the Invoice within thirty (30) days, the Invoice amount shall be increased at the rate of one and one-half percent (1.5%) per month from said thirtieth (30<sup>th</sup>) day, and the CONSULTANT may, after giving seven (7) days' written notice to the CLIENT, suspend performance of the Scope of Work until such time as the CONSULTANT has been paid in full all overdue Invoice amounts.

**SECTION 4. RESPONSIBILITIES OF CLIENT**

The CLIENT shall coordinate with the CONSULTANT to provide all available documentation and information to assist the CONSULTANT in its performance of the Scope of Work.

**SECTION 5. INSURANCE**

- A. The CONSULTANT shall obtain insurance covering claims that might arise out of the performance of the Scope of Work and caused by errors, omissions, or negligent acts for which the CONSULTANT is legally liable (the "Insurance"). The Insurance shall remain in effect throughout the Term or until such time as the Scope of Work is completed, whichever is longer.
- B. The Client shall require any agent, subcontractor, or other type of entity to obtain and maintain coverages in the amounts and for the time equivalent to the Insurance.
- C. The Insurance and coverages required by the above paragraphs shall not be less than the limits required by law and as otherwise agreed to by the Parties.

**SECTION 6. CONTROLLING LAW**

This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction over this Agreement. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole and exclusive venue for any action, controversy, dispute, or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Brazoria County, Texas.

**SECTION 7. LIMITATION OF LIABILITY**

- A. The CONSULTANT shall meet the recognized standards of practice in performing the Scope of Work. The CONSULTANT makes no other express or implied warranties regarding the performance, or result of, the Scope of Work.
- B. The CONSULTANT shall not be responsible for the acts or omissions of the CLIENT'S other consultants, or other persons, performing work related to the Scope of Work that is not covered by this Agreement.

Commented [WR5]: Need detailed and itemized invoices to track work done on the project.

Commented [LK6R5]: Itemized with time spent on what part of the project.

The progress reports are included with the invoices, which lists the tasks completed. Since there is a cap on the project and it is not hourly, the time spent on each task is not included.

Okay as written. Sent an example to staff.

Commented [WR7]: Amount of Insurance?

Commented [LK8R7]: I recommend insurance coverage be equal to contract cost.

We will use the standard insurance that we use for other municipalities. The total amount is 2 million dollars.

Okay as written

Commented [LK9R7]:



- C. The CLIENT agrees that the CONSULTANT'S liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not to exceed two times the CONSULTANT'S fee or fifty thousand dollars (\$50,000), whichever amount is less.
- D. Any injury or damage to the CONSULTANT, including but not limited to any employee or equipment thereof, caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the CONSULTANT.

**SECTION 8. SUCCESSORS AND ASSIGNS**

- A. The Parties mutually bind themselves, their partners, successors, assigns, and legal representatives to this Agreement. This Agreement is not assignable without the written consent of both Parties.
- B. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates, agents, or subconsultants as the CONSULTANT may deem appropriate to assist it in the performance of the Scope of Work.
- D. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party.

**SECTION 9. TERMINATION**

This Agreement may be terminated by either Party upon not less than seven (7) days' written notice should the other Party fail to substantially perform its duties in accordance with the provisions herein through no fault of the Party initiating the termination.

**SECTION 10. MISCELLANEOUS**

- A. This Agreement cannot be amended except through a written amendment, signed by the Parties. No verbal agreement or conversation with any officer, agent, or employee of the CLIENT, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations hereunder. No oral understandings, statements, promises, or inducements contrary to this Agreement exist. No amendment to this License shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representative of both parties.
- B. All communication required under this Agreement shall be directed in writing to the following Party representatives:

Commented [WR10]: How does this connect to the insurance amount?

Okay as written

Commented [WR11]: Too low and should be the insurance coverage at minimum.

This is just for errors and omissions. The total liability is 2 million.

Okay as written

Commented [LK12]:

Commented [LK13]: 30 days is typically standard.

We will be happy to move it to 30 days. That will be for both sides though. We have given 7 in our standard contract with our cities.

Okay as written



**For the CLIENT:**

City of Angleton  
Chris Whittaker, City Manager  
121 S Velasco St.  
Angleton, TX 77515

**For the CONSULTANT:**

Gunda Corporation, LLC  
Attn: Ramesh Gunda  
11750 Katy Freeway, Suite 300  
Houston, Texas 77079

- C. The CLIENT reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the CLIENT shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.
- D. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of the CLIENT fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of either of the Parties fail to certify funds for any reason, then, and upon the occurrence of such event, this Agreement shall terminate as to that Party and the Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's *sole and exclusive remedy* shall be to terminate this Agreement.
- E. This Agreement is public information. If any provision of this Agreement is in conflict with the Texas Public Information Act, then that provision shall be of no force and effect. In performing the Scope of Work, the CONSULTANT will follow all Federal, State, and local laws, ordinances, and regulations related to the retention and protection of public records and data.
- F. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer, or agent of any public body that may be a Party to this Agreement.
- G. The Parties warrant that each complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) Neither Party boycotts Israel; and, that (2) Neither Party will boycott Israel during the Term.
- H. Each party expressly acknowledges and agrees that no provision of this Agreement is in any way intended to constitute a waiver by a party of immunities from suit or liability that it may have by operation of law. The CLIENT retains all of its governmental immunities.



THE PARTIES HEREBY ENTER INTO THIS AGREEMENT  
AS OF THIS, THE \_\_\_\_ DAY OF APRIL 2021.

**SIGNATURES**

FOR THE CLIENT:

\_\_\_\_\_  
CHRIS WHITTAKER, CITY MANAGER

ATTEST:

\_\_\_\_\_

FOR THE CONSULTANT:

\_\_\_\_\_  
RAMESH GUNDA, PRESIDENT

DRAFT



## APPENDIX A SCOPE OF WORK

### General Description

Gunda Corporation (the "Consultant") shall provide professional planning services on a contractual basis for the City of Angleton (the "City") in the focus areas agreed upon under the direction of the City Manager as defined by the Mayor and the City Council. The Consultant will utilize a combination of in-person and electronic visits, electronic file sharing, email, and phone calls to compile the data and then analyze that data to provide direction to the City for the agreed upon focus areas. Project deadlines and benchmarks will be mutually agreed upon as tasks are assigned. Fees will be based on hourly rates per Appendix B and will not exceed the amount listed for each item of the Scope of Services.\*

### **Task 1 - City of Angleton Diagnostic Report**

#### **Introduction**

The City of Angleton recognized the need for orderly growth and adopted zoning regulations for the City as early as 1981. The current Comprehensive Plan was adopted in 2005 and subsequently the Zoning ordinances were adopted in 2009 (Chapter 28 of the Code of Ordinances). Sections of the Zoning ordinance have been amended since then. In addition to the Zoning ordinance, the City adopted a Land Development Code (Chapter 23 of the Code of Ordinances) in 2018 that contains additional requirements and guidelines for land development, subdivision design, public improvements, infrastructure development, permits and procedures, and construction standards. Other land regulations and development related requirements such as signs, parks and open space, manufactured homes, junk yards, refuse containers, are interspersed in other sections of the Code of Ordinances.

#### **Summary of the Proposal**

Based on our previous experience, it is our observation that the findings can be generally consolidated into six (6) main aspects as listed below. These aspects will be considered in the Diagnostic Report.

The City has recognized the need to review the Zoning ordinance, the Land Development Code (LDC) and other standards contained in various sections of the Code of Ordinances to identify measures to consolidate requirements; simplify and streamline the development process; encourage economic development and investment; and make it less cumbersome in general. The purpose of this Diagnostic Report will be to review the applicable documents to identify areas of conflict and propose recommendations that are contextual to the City of Angleton.

- 1. Legally Sound Document:** This section will highlight recommendations to ensure that regulations are fair, defensible, and directly grounded in a legal framework. Modifications to the Code necessitated by recent changes in the Texas Local Government Codes will also be identified.
- 2. Written Language Clarification:** This section will provide recommendations for improving the Code's material content, including its



written style, as well as eliminating confusing and conflicting language and will ensure that the City is not limited due to the various updates not taking in all aspects of the overall intent of regulating development

3. **Application Process Improvement:** This section will:
  - a. Ensure all development applications are in accordance with State regulatory requirements and standards.
  - b. Incorporate simpler and more efficient processes where permitted by the state statutes, e.g., subdivision approval process.
  - c. Assist the users to locate and comply with the application processing requirements and steps with ease.
4. **A User-Friendly Format: This section will identify areas that are not clear and easily comprehensible:** The report will identify recommendations that will assist in providing a user-friendly format that makes it easy for the applicants to find all relevant requirements and submit complete applications, for City Staff to administer the regulations in a fair, efficient, and effective manner, and for public officials to understand the process better.
5. **Adherence to City of Angleton Comprehensive Plan:** The development codes should reflect the core principles and values espoused by the City of Angleton residents, which have been captured in the Comprehensive Plan. The report will identify areas of inconsistency and implementation opportunities to reflect the aspirations of the Comprehensive Plan.
6. **Innovative Planning Principles:** Considering that the Comprehensive Plan was adopted in 2005 and the Zoning ordinances were adopted in 2009, the report will identify areas where latest planning and urban design principles can be incorporated for the benefit of the City and its residents. Adoption of principles that will facilitate sustainable growth and create a high quality of life will be discussed and comparisons of similar mid-sized cities that have experienced growth will be shared.

**Commented [WR14]:** Federal and State regulatory standards or State only.

Typically, state regulations govern development process. TXLGC and City regulations.

Added state

**Phases for Task 1:**

The proposed steps are listed in two phases. Phase I will include identification of the issues in the above mentioned areas and broad recommendations. If the City desires to move forward, then Gunda Corporation will be happy to assist the City with Step 2 that will involve drafting codes and amendments to implement the recommendations approved by the City.

**Phase I: Diagnostic Report**

1. Interview City staff, developers, and the elected and appointed officials to receive their thoughts and ideas on the most pressing issues in the current code of ordinances and how to resolve those issues. Gather public input using methods as directed by staff including web site questionnaires etc.
2. Review existing documents - Comprehensive Plan, Zoning ordinances, Land Development Code (Chapter 23 of the Code of Ordinances), other chapters of the Code of Ordinances. Conduct research and comparative analysis.
3. Prepare a draft diagnostic report.
4. Gather input from developers, and staff on the draft report.
5. Share draft report with the Planning and Zoning Commission and finalize.

Deliverables will include an electronic version of the document in both a PDF and editable format.

It is estimated that the fees will not exceed \$19,500.00 for the above mentioned tasks.

If the Planning and Zoning Commission and City Council agree with the recommendations presented in this report, Phase II of the work effort will commence upon directive by staff, which is the actual drafting of the codes. If the Planning and Zoning Commission and/or City Council have concerns about any of the issues or recommendations, these issues will be discussed to ascertain an approach to address those issues.

**Phase II: Implementation of Recommendations**

1. Formulate a City Advisory Committee (CAC) comprised of key city staff to guide the process and provide input throughout the process.
2. Prepare draft recommendations based on the input from the CAC, Planning and Zoning Commission, and City Council.
3. Gather input from developers, as directed by staff, on the recommendations.
4. Consolidate of all development related codes currently contained in the Zoning ordinance, the Land Development Code and various sections of the Code of Ordinances in one area.
5. Receive input from the public, Planning and Zoning Commission, and the City Council on the recommendations in a work session or open house (if required).
6. Incorporate all recommendations and prepare a draft of final amendments.
7. Assist with adoption at public hearing and meetings as directed by staff and finalize the document after adoption.

Deliverables will include an electronic version of the document in both a PDF and editable format.

It is estimated that the fees will not exceed \$29,500.00 for the above mentioned tasks.

**Commented [WR15]:** Expected time line for this Phase?

We can discuss the timeline with staff.

TBD

**Commented [LK16]:** "Fees will not exceed – "estimated that fees will not exceed" is open-ended.

Ok as written

**Commented [WR17]:** Should be a "not to exceed" amount.

We can change this.  
ok

**Commented [WR18]:** Expected time line for this Phase?

Discuss with staff

**Commented [WR19]:** Joint, separate or one of each?

As per current procedures for staff input. See above.

**Commented [WR20]:** What is the work product the City will receive upon completion of this Phase? Paper and/or electronic format? If electronic Word and/or PDF?

Editable and pdf

**Commented [WR21]:** I would expect them to present at any public hearings

We can discuss.  
ok

**Commented [WR22]:** Should be a "not to exceed" amount

OK

**Commented [LK23R22]:**



**Task 2 - City of Angleton Administrative Procedures Manual**

**Introduction**

The Administrative Procedures Manual (Manual) is a manual that contains policies and procedures related to the development of land and building activity. Also called the Development Handbook, the purpose of this Manual will be to provide support and direction for future and current members of the City of Angleton business community. This Manual will provide vital information for applicants regarding the City's permit processes and will serve as an easy to follow reference guide and a tool for anyone who is interested in the development process in the City of Angleton.

**Summary of the Proposal**

The Manual will provide information related to the development process, from annexation to certificate of occupancy, in a user-friendly and easily understandable format. The Manual will be prepared with input from staff, development community and other stakeholders.

The Manual will include the following:

1. Overview of the development process
2. Information and details on the Pre-Application Conference
3. General information, application process and detailed flow charts identifying all internal and external departments and agencies responsible for reviewing and approving the request notification requirements, criteria for approval, and expiration dates, for applications processed in the City. Typically, these include:
  - a. Annexation
  - b. Comprehensive Plan Amendments
  - c. Zone Changes
  - d. Variance, Special Exceptions, Specific Use Permits
  - e. Platting and Subdivision
  - f. Commercial Building Permits
  - g. Residential Building Permits
  - h. Other permits
4. Construction steps and Certificate of Occupancy
5. List of all applications and permits processed with related application forms, submittal checklists, and approval authority.
6. Schedule of fees
7. Staff directory
8. List of documents containing minimum standards and specifications
9. Other items identified by staff and specific to the City such as sample economic development tools for various policies including Section 380, TIRZ, PID, and others deemed appropriate.

Deliverables will include an electronic version of the document in both a PDF and editable format.

It is estimated that the fees will not exceed \$18,500.00 for the above mentioned tasks.

**Commented [WR24]:** Expected time line

Discuss with staff

**Commented [WR25]:** Work product – Manual in paper and/or electronic form? In electronic form, Word or PDF?

See above

**Commented [LK26]:** I would like to see estimated timelines for completion of multi-step tasks included (such as zoning changes, subdivision development process, platting) to give the applicants an idea of what to expect, as these processes involve public hearing publication and meeting requirements.

Discuss

**Commented [LK27]:** With application check lists so that staff can complete application completeness check before forwarding to dept director.

Yes, the completeness checklist is included, but not review checklists. Show examples.

**Commented [LK28]:** Comprehensive review of content appropriateness for all permit applications currently in use. For example, the application for Site Plan / Development should be two separate applications.

Discuss this.

**Commented [WR29]:** Lindsay has been working on this.

We can work with staff.

**Commented [LK30]:** I consolidated all fees in the Code of Ordinance and sent to legal for review. I want to use the schedule I made that is currently under review by Legal, to limit scope of work and not to duplicate efforts or pay multiple consultants of different disciplines for the same work.

**Commented [LK31R30]:**

Noted

**Commented [LK32]:** I would like to have a policy in place on what projects are eligible for PID, TIRZ and Chapter 380 agreements, in a simple, user-friendly format. This will help staff vet these requests and assist Council in ultimately making these decisions.

**Commented [LK33R32]:** We can share that information.

**Commented [WR34]:** Should be a "not to exceed" amount

OK



Additional services could be provided to prepare checklists to assist with review and approval of development related applications.

Commented [WR35]: How does this relate to #5 above?

#5 refers to application completeness, this refers to the actual review of the content of the materials submitted for compliance with all relevant codes and standards.

**APPENDIX B  
PLANNING SERVICES RATE SCHEDULE**

Category	Hourly Rate
Senior Project Manager	\$220.00
Project Manager	\$195.00
Senior Planner	\$150.00
Planner	\$100.00
Graduate Planner	\$85.00
GIS/CADD Operator	\$75.00
Clerical	\$60.00

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