



CITY OF DEL REY OAKS

Staff Report

DATE: January 23, 2024

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Request for Proposal (RFP) for a Comprehensive Fee Study

CEQA: This action does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Discussion

The City currently maintains a Master Fee Schedule of all the fees the City charges for various services. The City is a local government agency and as such is not in the practice to make a profit off of these charges but instead, fees are set to reasonably recover City costs.

It is customary for cities to regularly review their fees for appropriateness. It has been a long time since the City of Del Rey Oaks has conducted a comprehensive review of our fees.

It is recommended that the City issue an RFP for consulting services for a comprehensive fee study to evaluate all the City’s fees in all departments.

The study will review operating costs (including wage rates and benefits), current fee schedules, and comparisons to other entities. After the study is completed, staff will bring the recommended fees for the Council to review and approve with the goal of setting reasonable fees for cost recovery. This study is recommended to be completed at a minimum of every five years.

Fiscal Impacts

While we won’t know the cost of the study until proposals are received, it is estimated that the cost will be around \$20,000. Staff recommends utilizing funds set aside in FY 2023-24 for grant writing services. Due to other competing priorities, the grant contract will not be completed this fiscal year.

ATTACHMENTS:

- Draft RFP

Respectfully Submitted,

John Guertin
City Manager



City of Del Rey Oaks Request for Proposal (RFP)

for
A Comprehensive Fee Study

Issue Date: January 24, 2024

Proposal Due Date: February 28, 2024

Submit responses to:

City of Del Rey Oaks
Attn: Karen Minami, City Clerk
650 Canyon Del Rey Boulevard
Del Rey Oaks, California 93940
Email address: kminami@delreyoaks.org

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1. RFP Overview

1.1 Introduction and Background

The City of Del Rey Oaks is a General Law City nestled in a canyon between the cities of Seaside and Monterey. It is run by a council-manager form of government. The major operating departments of the City are: City Manager/Treasurer, City Clerk, Planning and Building, Public Works/Streets/Parks, and Police. The City provides contract Police Services to the Monterey Regional Airport. Contract Fire Services are provided by the City of Seaside. The City population is 1,600.

1.2 Purpose of RFP

The objective of the RFP is to receive proposals for a Comprehensive Fee Study that includes reviewing and updating all fees and charges for services, and recommending additional fees, with a goal for cost recovery.

The City is seeking to evaluate all cost of services provided and examine whether a reasonable relationship exists between the cost of providing services and current service fees, while ensuring compliance with all applicable statutory requirements. The City desires to undertake a comprehensive citywide review and evaluation of user fee and rate charges resulting in a cost-based user fee study.

The Comprehensive Fee Study will calculate the full cost of providing certain City services and provide a recommended fee to be charged. The firm shall recommend cost recovery strategies and identify best practices in establishing user fees. It is the City's goal to have a well-documented and legally defensible cost of service plan that will identify rates that will be used to recover billable costs for services. A survey of comparable rates and fees with similar cities is required.

1.3 Schedule of Events

The RFP schedule of events identifies the City's best estimate of the schedule that will be followed.

RFP Event	Date/Time
RFP Issued	January 24, 2024
Deadline for Written Questions	February 14, 2024 at 4:30 pm
Deadline for Letter of Intent to Respond	February 14, 2024 at 4:30 pm
City Issues Response to Written Questions	February 21, 2024
Deadline for Submitting a Proposal	February 28, 2024 at 4:30 pm
City Evaluation of Proposals	March 4 -8, 2024
Estimated time when City Determines Finalist	March 11, 2024
Contract Awarded	March 26, 2024

The City reserves the right to adjust this schedule as it deems necessary.

1.4 RFP Coordinator

All communications concerning this RFP must be submitted in an e-mail to the RFP Coordinator, Karen Minami, City Clerk. The RFP Coordinator will be the sole point of contact for this RFP. The coordinator can be reached via email at kminami@delreyoaks.org.

1.5 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion. This information will be posted to the City's website. If an amendment is issued, it will also be provided to all vendors who have submitted a Letter of Intent to Respond.

1.6 Letter of Intent to Respond

Vendors who anticipate submitting a proposal should submit an email indicating a vendor's intent to respond to this RFP. The letter of intent should be emailed to the RFP Coordinator. The subject line should read, "Company Name – Letter of Intent to Respond". The following information should be included in the Letter of Intent to Respond:

- Name of Vendor
- Vendor's Address
- Vendor's Contact Person
- Contact Person's Telephone Number & E-mail Address

Submittal of a Letter of Intent to respond, by the specified deadline, is highly desirable for submitting a proposal, and is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP. The Letter of Intent does not bind vendors to submitting a proposal. Not submitting a Letter of Intent does not preclude a vendor from submitting a proposal by the required deadline.

1.7 Questions Pertaining to the RFP

All questions pertaining to this RFP must be submitted by e-mail to the RFP Coordinator: Karen Minami, City Clerk at kminami@delreyoaks.org. All vendors who have notified the City of their intent to respond to the RFP will be provided, via e-mail, a copy of all questions submitted as well as the City's responses.

1.8 Public Records Law

Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act, and may be determined to be public records subject to disclosure, even if the vendor claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

1.9 Rights to Submitted Materials

All Proposals and related correspondence, reports, charges, schedules, exhibits and other documentation submitted with this RFP will become property of the City and a matter of public record. All documents submitted in response to this request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements.

1.10 City Agreements and Insurance Requirements

The successful proposer(s) will be required to sign a contract with the City relating to the work to be performed. Once selected, the proposer must procure and maintain insurance in accordance with the City's insurance requirements for the duration of the contract. The cost of this insurance is the proposer's responsibility.

2. Scope of Work and Specifications

2.1 Overview of the Project

The City of Del Rey Oaks is interested in engaging a consultant to work with staff to prepare a Comprehensive Fee Study.

The consultant will ensure that all project documents are both accurate and appropriate for the City's current needs, and work with City staff on strategies to maximize cost recovery. General steps would include:

- 2.1.1 Work with staff to define the purpose, uses, and goals of the Study.
- 2.1.2 Meet with staff and conduct interviews to gain an understanding of the City's practices and operations.
- 2.1.3 Review any existing documentation related to fees.
- 2.1.4 Provide any suggestions or strategies to improve cost recovery levels, and recommend any new fees, if necessary.
- 2.1.5 Develop fee modification strategies that incentivize local policy goals.
- 2.1.6 Develop and present a draft final report for City staff to review.
- 2.1.7 Provide staff with worksheets to support the components in the final plan (in excel or other editable format), as well as any training on how to update any schedules that need to be revisited annually or until the next study.
- 2.1.8 Produce a final written report based on specific project needs, including a rate and fee comparison with similar organizations.

2.1.9 Present final recommendation to the City Council at a City Council Meeting.

Additional specifics will be listed in the Performance Requirements section of this document.

2.2 Desired Outcome

The desired outcome would be to receive a report that will be used to establish fees and allocate percentages/rates that support the full cost recovery of services. Individual performance requirements are listed below:

2.3 Performance Requirements

2.3.1 User Fee Study

Project tasks shall include, but are not necessarily limited to, the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

- 2.3.1.1 Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's User Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the Study.
- 2.3.1.2 Conduct a comprehensive review of the City's existing fees. For a list of City fees, see the attached "Exhibit A", which is adopted annually and is effective July 1. Identify the total cost of providing each City service and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates and charges by public entities.
- 2.3.1.3 Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where the City, perhaps, should charge in light of the City's practices, or the practices of similar or neighboring cities. Include (as allowed by statutes/laws/rules/regulations) practices for deferral and/or forgiveness of fees and/or substitution of public services/facilities in lieu of fees for privately funded and City projects with public benefit. Include a comparison of current City practices and similar practices of similar or neighboring cities.
- 2.3.1.4 Recommend appropriate fees and charges based on your analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic (e.g. senior services). Consider the cost of pre-application and post-application meetings to mitigate project problems, assist project proponents to prepare the application, emergency response cost recovery such as inspection costs after fires and/or acts of god and how those costs can be recovered, either on a permit specific basis or as an overall percentage applied to permit fees.

- 2.3.1.5 Prepare a report that identifies each service, its full cost, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service; and provide a model for adjusting these fees for the City's current and future needs.
- 2.3.1.6 Prepare a report that identifies the present scope performed under the fee, the proposed scope performed under the recommended fee, present fees, recommended fees, percentage change, cost recovery percentage, revenue impact, and fee comparison with other Monterey County cities or other California cities that are comparable to Del Rey Oaks. A survey comparison of fees with similar cities is for information only.
- 2.3.1.7 Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
- 2.3.1.8 Present your study to the City's management group and make necessary adjustments as requested.
- 2.3.1.9 Prepare and participate in presenting the plan to interested external parties (public meetings).
- 2.3.1.10 Assist the City staff in presenting the plan to the City Council.
- 2.3.1.11 Provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. Develop a model for adjusting fees to include the addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (Scenario and "what if" analyses).
- 2.3.1.12 Provide on-site training to enable staff to update fee schedule.
- 2.3.1.13 Prepare a final fee study report in a single PDF file of the plan that can be made available to City staff. Any master fee schedule revisions developed shall be made available to the City electronically, providing the ability to add or delete and/or update information as needed.
- 2.3.1.14 Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

3 Proposal Submission Requirements

3.1 General Instructions

Proposals should provide a straightforward, concise description of the vendor's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposals should be organized consistent with the outline provided in this section of the RFP. Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested.

Submittals must be received no later than February 28, 2024 at 4:30 pm. Proposals received after this date and time will not be considered.

3.2 Proposal Format

Proposals must be structured, presented, and labeled in the following manner:

- Transmittal Letter
- Table of Contents
- Executive Summary
- Company Information
- Company Background
- Statement of Qualifications
- Implementation and Development Approach
- Training
- Ongoing Support
- References
- Pricing for each study or any discounts associated with conducting all three studies/plans. All pricing must be placed in a sealed envelope.
- Proposed Legal Agreement(s)
- Additional Information

Details of information that shall be included in each response are listed in Sections 3.2.1 – 3.2.13.

Failure to follow the specified format, to label the responses correctly, or to address all the subsections may result in the rejection of the Proposal.

3.2.1 Transmittal Letter

The proposal must provide a written transmittal of the proposal in the form of a standard business letter. The Transmittal Letter will reference and respond to each of the following bulleted items.

- Signature of a company officer empowered to bind the vendor to the provisions of this RFP and any contract awarded pursuant to it.
- A high-level statement of the vendor's credentials to deliver the services sought under the RFP.
- A statement indicating the proposal remains valid for at least 90 days.
- A statement that the vendor or any individual who will perform work for the vendor is free of any conflict of interest (e.g., employment by the City).

3.2.2 Table of Contents

All pages are to be numbered and the table of contents should identify each major section.

3.2.3 Executive Summary

This section of the proposal should provide a concise synopsis of vendor's proposal and credentials to deliver the services sought under the RFP. In addition, it should explain how the vendor's proposal will differentiate itself from other consultant solutions and the reasons the City should select the vendor's proposal. This may include a list of the unique attributes or experience that gives the vendor a competitive edge.

3.2.4 Company Information

This section of the proposal must include the following company information:

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLC, etc.).
- Identify if the vendor is a subsidiary of a larger company. If so, whom?
- Provide a primary contact name, address, phone number, and email address.
- Identify the location of company headquarters and offices, which will support the implementation.
- Identify the location, hours of operation, and contact information of ongoing maintenance and support staff.
- Provide the current number of employees at the company.
- Provide the current number of employees dedicated to the solution you are proposing.
- Identify all subcontractors and associated scope of work.
- List the company's Del Rey Oaks business license number, or statement of understanding that a business license must be purchased prior to doing business with City.

- Identify any pending litigation against the vendor.
- Identify if vendor has filed any bankruptcy or insolvency processing in the last 10 years.
- Identify any mergers, acquisitions, or sales of the vendor company within the last five years (if so, an explanation providing relevant details).

3.2.5 Company Background

This section should identify the following:

- A description of the Vendor's background, nature of business and organizational history.
- A statement of how long the Vendor has been providing the services that are being proposed and required by this RFP.
- Disclose the Vendor's annual company revenues and profit for the last three company fiscal years. It is acceptable to include this information as an appendix in the proposal.

3.2.6 Statement of Qualifications

In this section of proposal, the Vendor should identify company and staff qualifications and experience in implementing the proposed studies or plans. More specifically, this section should identify the following:

- Describe your experience in providing comprehensive fee studies, development impact fee studies, and cost allocation plans; especially for municipalities similar in size to Del Rey Oaks.
- Identify some examples of your existing client base including the number of clients you provided the services being proposed here.

3.2.7 Key Staffing, Development, and Implementation Approach

In this section the vendor should address the following:

- Provide a project organization chart highlighting the key staff who will be assigned to accomplish the work and any related bios for the project manager and key personnel
- Describe your implementation methodology and approach. This includes the tools and techniques that will be used and methodologies that the firm will employ.
- Outline strategies and options that will result in the development and recommendations that are practical to the City of Del Rey Oaks, meaning that the recommendations must not exceed the City's ability to implement and properly utilize them.
- Describe the roles and responsibilities of both the City and vendor staff during each phase of implementation. In addition, provide an estimated level of effort and skillset required for the City staff during implementation.

- Provide a project schedule that includes all tasks, deliverables, milestones, and resources required. The City seeks a detailed understanding of the work plan that will be followed to ensure success. Please also indicate any lead time that is needed before a company representative can begin working on the study.
- Describe your validation process for ensuring all information is accurate and your criteria for success. Also, outline the responsibilities of City staff during the final validation and acceptance process.

3.2.8 Training

- Provide an overview of any training that would be needed to understand the methodology related to the studies. The goal would be to allow City staff to understand the how any fees or allocations were derived.
- If applicable, describe your training strategy/plan that includes current and future employees of the City in any updates to the underlying calculations with the study during periods when formal studies are not conducted.

3.2.9 Ongoing Support

Please provide an overview of any support that your firm will offer in relation to follow-up questions regarding the completed study.

3.2.10 References

The vendor must provide at least five references. At least three of the references should be for comprehensive fee studies in the last three years. The City prefers references from local government agencies with similar demographics. For each reference, vendor should provide the following information:

- Entity name
- Customer contact information (name, title, phone, and email)
- Scope of work performed identifying the services provided and solutions implemented
- Project start and end dates

3.2.11 Pricing

The City is seeking a clear and comprehensive understanding of all costs associated with the project. This would include development of the study, on-going training, and travel. The City may entertain remote meetings, however an on-site presentation may be required by the City Council.

All pricing shall be submitted in a separate sealed envelope.

3.2.12 Proposed Legal Agreement

It is recognized that the formal basis of any agreement between the City and the vendor is a contract rather than a proposal. The City's standard contract is included in Exhibit B. While the City does not typically modify the contract terms, the Vendor may include a draft of any proposed modifications to the City's standard contract. If the Vendor requires an alternate contract, that information must be included with the RFP response.

The proposed legal agreement(s) may serve as the basis for contract negotiations between the City and the selected vendor(s) or the City may elect to use its own agreement as the basis.

3.2.13 Additional Information

In this section, the vendors may provide the following materials:

- An example of any training material for on-going support. The City is typically planning to update the study on five-year intervals; however this could be subject to change.
- If the company offers a complimentary service to enhance the requested study, please include any informational material, as well as the costs. Please note that these documents are not required for this proposal; however it is requested for potential consideration and future studies.

4 Proposal Evaluations

After the proposals are received, the City shall review and evaluate them for responsiveness to the RFP in order to determine whether the proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more proposers.

In reviewing the proposals, the City will consider the following:

- The qualifications (including education, training, licenses, experience and past performance) of the proposer and its agents, employees and sub-consultants in completing projects of a similar type, size and complexity.
- The feasibility of the proposal based upon the methodology of the proposed scope of services to meet the City's needs, the quality of services proposed, and the reasonableness of the total project costs and of the proposed time period over which the work will be completed.
- Understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
- Quality, clarity, completeness, and responsiveness of proposal.
- Demonstrated ability to work in a cooperative and collaborative manner with clients.

- Proposed timeline.
- Anticipated value and price.
- Perceived risk or lack of risk.
- Company financial stability.
- References.
- Reasonableness of any proposed adjustments to the City's contracts.
- Ability to negotiate and execute a contract in a timely manner.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals are complete. If clarifications are made as a result of such discussion, the vendor shall put such clarifications in writing.

5 General Terms and Conditions

5.1 General Conditions

- The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Contractor(s) prior to award and to select and negotiate the Contract services in the best interest of the City.
- The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Contractor.
- The Contractor shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
- The Contractor shall be unbiased and vendor neutral.
- Unless otherwise stated, invoices are to be submitted to City Hall upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions total amount(s) due, and amounts previously paid.
- Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City, and receipt of invoice, whichever is later.
- The contract for the services described in the RFP should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
- Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of nature.

- Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service, e-mailed, or delivered in hand to the parties as stated in the contract.
- Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, proposer's, bidders, or any person or firm responding to a Request for Information.
- The City reserves the right to retain all proposals for a period of 60 days for examination and comparison.
- All contracts entered into by the City of Del Rey Oaks shall be governed by the Laws of the State of California. Any disputes shall be resolved within the venue of the State of California.
- The proposer may submit an alternative proposal or proposals that it believes will also meet the City's project objectives, but in a different way. In this case, the proposed must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative to the other(s).

5.2 Reference Checks

The City of Del Rey Oaks reserves the right to contact any reference, or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

5.3 Changes to RFP

Changes to the RFP will be e-mailed to all vendors that submitted a letter of intent to respond. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

5.4 Submittal Address

Send proposals to Karen Minami, City Clerk at kminami@delreyoaks.org or mail to:

City of Del Rey Oaks
City Hall
Attn: Karen Minami, City Clerk
650 Canyon Del Rey Boulevard
Del Rey Oaks, CA 93940

If submitting by mail, please ensure "title of RFP" is written in the lower left-hand corner of the envelope. Three bound copies, plus one electronic file shall be submitted.

Proposals must be complete and submitted by the due date. Late submissions or delivery via facsimile will not be considered. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

City of Del Rey Oaks Fee Schedule

Establishing Certain Fees Effective July 1, 2021

CITY OF DEL REY OAKS FEE SCHEDULE		FEE
Planning		
Architectural Review Committee Review:		
	Commercial	
	Major (New commercial)	\$1,990
	Minor (Commercial additions, remodels, exterior tenant improvements,	\$620
	Residential	
	Major (New one or two-story buildings, or second-story additions)	\$840
	Minor (One-story additions, exterior alterations to one-story buildings or one-story of a two-story)	\$200
Architectural Review Committee Sign Review:		
	Major (Large monument signs, multiple freestanding signs, pole signs, internally illuminated signs)	\$680
	Minor (All signs not included above)	\$120
	Architectural Review/Solar Panels	No Fee
Appeal Fees		
	Appeals of Planning Commission Decisions to City Council	\$370
	Appeals of Staff Decisions/Home Occupation Permits	\$170
Environmental Review		
	Environmental Impact Report	contract price + 17%
	Environmental Initial Study Leading to a Negative Declaration (Excludes Fish and Game Fee and technical studies)	\$3,570
	Environmental Exemption	\$100
Use Permits		
	Master (Projects requiring environmental review and/or multiple permits)	\$4,000 deposit
	Major (Commercial, industrial, multi-family, cannabis)	\$2,990
	Minor (Single-family residential uses)	\$820
Cannabis		
	Annual Cannabis Business Permit	\$5,000
	Cannabis Tax	5% of Gross Receipts
Short Term Rental		
	New One-time approval fee Whole Home or Home Share	\$820
	Annual Whole Home	\$500
	Home Share	\$250
Permits		
	Home Occupation (Business) Permit due every year	\$150
	Home Occupational Use Permit Application Fee	\$10
	Permit Extension	\$780
	Reopen Permit	\$850
	Special Permits (Temporary use)	\$280
	Special Sign Permit (Temporary window/banner sign)	\$170
	Investigative fee for work without permit(s)	Cost of the permit
	Missed Inspections or work not complete	\$95/hour
	Electrical/Plumbing/Mechanical Permit	\$125
	Grading Permit Fee	\$120
	Tree Removal/Significant Alteration Permit	\$50
	Residential Property Inspections Reports - Single Family Dwelling	\$250
	Duplicate Job Card	\$25
Variance Permit		
	Master (Multiple variances for commercial, multi-family or industrial projects)	\$1,410
	Major (One variance {coverage, height, parking adjustments} for commercial, multi-family or industrial sites)	\$980
	Minor (One variance - residential fences, setbacks, parking, etc.	\$820

CITY OF DEL REY OAKS FEE SCHEDULE		FEE
Engineering		
Encroachment Permit (Residential)		\$250
Encroachment Permit (Commercial)	\$300 plus 2% of cost of public improvements requires plan check	
Street Opening Permit (Residential)		\$250
Street Opening Permit (Commercial)	\$300 plus 2% of cost of public improvements requires plan check	
Driveway, Curb, Gutter, Sidewalk Permit		\$150
Construction Activity Road Impact Fee	1% of the sum of the building permit's project valuation	
Storm Water Review & Inspection Fee		\$250 plus \$95/hour for plan review & inspection
Zoning Permits		
R-1 District		\$100
D District (Condo.)		\$100
Hotel/motel/multi-family		\$200
1-7 units		\$925
8-36 units		\$125/unit
>36 units		Negotiated fee for cost of service
Commercial & Industrial		
<15,000 sf		\$500+140 K/sf
>15,000		Negotiated fee for cost of service
Additional meetings		\$400
Reclassification or Rezoning		
Major text (alterations of existing sections)		\$1,500 Deposit/cost of service
Minor text (addition of new section)		\$1,000/1st section charged+\$300 for each additional section
Standard Subdivision Map		
Tentative		\$1,800 + \$100/lot
Exceptions		\$700/lot w/exceptions
Minor		\$1,600
Exceptions		\$700/lot w/exceptions
Additional meetings for minor text amendments		\$120
Final Map		
Processing		\$750 + \$60/lot
Parcel Map		\$600 per map
Lot Line Adjustment		\$1,000
General Plan Amendment		
Minor Text (alterations of existing sections)		Contract Cost plus 10%
Major Text (addition of new sections)		Contract Cost plus 15%
Printed Material		
Copies		\$0.20 per page
R-1 Guidelines		\$10
Commercial Guidelines		\$10
Council Packet Yearly Subscription		\$180
Sign Ordinance		\$10
Subdivision Ordinance		\$10
Zoning Ordinance Text		\$15
General Plan Text		\$20
Development Agreement		
<p>Consultant fee, plus 30% of consultant fees to cover normal staff costs, plus 15% of consultant fee as a contingency fund to cover unanticipated costs, plus duplication. These fees shall be considered advances and should the actual cost be less than the fee advanced, the excess shall be returned to the applicant; should the actual cost be more than the fee advanced, the difference shall be paid by the applicant.</p> <p>Applicant shall, in addition to those fees listed in this fee schedule, pay the actual cost of legal advertising.</p> <p>It is the City policy and requirement that processing of development or planning projects be fully cost recoverable. Application fees are intended to reimburse the City for minimal costs incurred for the normal or routine amount of time necessary to process applicant's requests. If additional or other unusual time is required on a particular project, then the developer/applicant will be charged for these additional costs to the City, plus a 30% administrative overhead fee.</p>		

CITY OF DEL REY OAKS FEE SCHEDULE		FEE
SERVICES		
Reports		
	Accident Report	\$25
	Police Report	\$25
Police / Fire Fees		
	Hazardous Materials / Fire Response fee/Traffic Accident - (Fire presence required)	\$2,500
	False Alarm / Fire Response / Fire Alarm - Sprinkler System (Fire presence required)	\$2,500
	Fingerprinting - Hard Card	\$25 per card
	Fingerprinting - Livescan	\$70
	Special Events	\$125 per hour
	Vehicle Repossession	\$25
	Vehicle Storage Release	\$250
	Citation Sign-Off	\$25
	VIN Verification	\$25
	Police Shoulder Patch Request	\$20
False Police Alarm Fees		
	1st alarm within 60 days	No Charge
	2nd alarm within 60 days	\$150
	Subsequent Alarms	\$250
Duplication Fees		
	Duplication of Audio Tape	\$50 Each
	Duplication of DVD (Council Meeting, Etc.)	\$50 Each
	Duplication of DVD / Police Photos	\$50 Each
	Enlargement of Photographs	City's cost
Returned Check Fee		
	Stop Payment/NSF	\$35
Miscellaneous Fees		
	Maps	\$5
	Business License Application Fee	\$26
	Dog park annual registration fee	Free membership - Replacement key \$10
	County of Monterey Animal Services	Actual Cost to City to be paid by owner
Park Barbeque Reservation Fees:		
	Residents: Groups of 1 to 50	\$50
	Groups of 51 to 100	\$100
	Groups of 101 to 150	\$150
	Non-Residents: Groups of 1 to 50	\$100
	Groups of 51 to 100	\$150
	Groups of 101 to 150	\$200
	Bounce House Permit	\$50
	Temporary Day Use Permit	\$50
Old Town Hall Reservation Fees:		
	Resident : First 3 hours (per hour)	\$50
	Each additional hour	\$25
	Cleaning Fee	\$10
	Use Permit	\$50
	Refundable Cleaning/Damage Deposit	\$250
	Non-Resident: First 3 hours (per hour)	\$70
	Each additional hour	\$25
	Cleaning Fee	\$10
	Use Permit	\$50
	Refundable Cleaning/Damage Deposit	\$250
	Non-Profit: First 3 hours (per hour)	\$40
	Each additional hour	\$15
	Cleaning Fee	\$10
	Use Permit	\$50
	Refundable Cleaning/Damage Deposit	\$250

**CITY OF DEL REY OAKS
AGREEMENT**

THIS AGREEMENT (“Agreement”) is executed _____, 20____ by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter “City”), and _____ (hereinafter “Consultant”), each of which is referred to herein as a “party,” and collectively referred to herein as the “parties.”

RECITALS

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement as City does not have the capability to perform such work;

WHEREAS, Consultant is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

WHEREAS, Consultant represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services under this Agreement, the following services: Consulting services for a comprehensive fee study to evaluate all of the City’s fees in all departments.
- B. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

2. COMPENSATION

A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement \$_____. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing.** Consultant shall submit written invoices to the City. Consultant’s invoices shall include a brief description of services performed.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence at the mutual reasonable agreement of the parties.

B. **Timely Work.** Consultant shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. INDEPENDENT CONSULTANT

A. **Independent Consultant.**

i. Consultant is an independent consultant. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including, but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: John Guertin
Title: City Manager
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940
Telephone: 831-394-8511

B. **Consultant's Representative.** Consultant appoints the individual named below as its contact person for the purposes of this Agreement.

Name:
Title:
Address:
Telephone:

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided

for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, anyone directly or indirectly employed by Consultant, or anyone Consultant controls (collectively "Liabilities"). Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence. Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnitee.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. **Commercial General Liability Insurance** including, but not limited to, premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. **Automobile Liability Insurance** covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

C. **Workers' Compensation Insurance.** If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

D. **Other Insurance Requirements:**

- i. The City shall be a named additional insured on Consultant's policy.
- ii. All insurance required under this Agreement must be written by an insurance company either:

1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

2. an insurance company with a current A.M. Best rating of no less than A:VII.

iii. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the amount of coverages or the term of coverages.

iv. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

v. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Consultant and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Consultant's Estimate.

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Consultant's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in services,

but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

B. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

11. DISPUTE RESOLUTION

The City Manager and Consultant shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant:

- i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
- ii. Fails to observe or comply with the City's reasonable instructions;
- iii. Otherwise violates any provision of this Agreement.

13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Consultant shall not unlawfully discriminate against any person because 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, either in Consultant's employment practices or in the furnishing of services to recipients.

B. **Acceptance of Services Not a Release.** Acceptance by the City of services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the services performed.

C. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services." Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

E. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

G. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

L. **Exhibits.** The following Exhibits are incorporated herein by reference as if fully set forth: _____

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

John Guertin,
City Manager

