

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Quad Knopf, Inc., a California Corporation, doing business as QK, whose address of record is 901 East Main Street, Visalia, California 93292 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to prepare a comprehensive update of the City's Sign Regulations (the "Project"); and,

WHEREAS, Consultant represents that it possesses the labor and professional skills and expertise to provide planning services in connection with said Project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the planning environmental services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Development Services or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant shall be made monthly in proportion to the services based on time and materials specified in the fixed fee, for work satisfactorily performed within each phase. For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Ninety-Six Thousand Nine Hundred Ninety-One Dollars (\$96,991.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Phyllis A. Miller 10-30-19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
QUAD KNOFF,
A California Corporation,
Doing Business As QK

BY:



Garth Pecchenino, PE, *RCE 52678*
Vice President of Technical
Services

Taxpayer I.D. No. 94-2228472

ADDRESS: 2816 Park Avenue
Merced, CA 95340

TELEPHONE: (209) 723-2066

FAX: _____

E-MAIL: garth.pecchenino@qkinc.com

Proposal – City of Merced

Comprehensive Sign Ordinance Update

A. Deliverables and Budget

Scope of Work

A significant United States Supreme Court case, *Reed v. Town of Gilbert*, was decided on a 9-0 vote in 2015. The Reed decision reemphasized and clarified the position that the regulation of signs could infringe on First Amendment rights if the regulation is content-based.

Most sign regulations are adopted for the governmental purpose of promoting traffic safety and overall community aesthetics and character. In the Reed case, the Town of Gilbert allowed temporary political signs that shared a political message to be larger and to stay in place longer than temporary directional signs that directed persons to an event, in this case, a church service.

The Supreme Court, in their decision, said that allowing political speakers a greater opportunity to speak than others who were using the same type of temporary sign was an unconstitutional setting of a preference for one type of speech over another. While that was not the Town's intention, the way that the ordinance was written resulted in the regulation being a violation of the First Amendment.

Another example of a content-based regulation would be an ordinance that says that real estate signs cannot be more than five feet high while election campaign signs cannot be more than 10 feet high. In this example, the City staff must actually read the message of the sign to determine which height standard applies, and since one type of sign gets to be taller, the regulation is providing a preference to the message on the campaign sign over the message on the real estate sign.



The structure of the ordinance caused the problem because it categorized signs into types based on their purpose, in this case real estate sales and political messages.

There are new ways to structure a sign ordinance without inadvertently writing content-based regulations. Signs can be categorized by their physical characteristics, their relative permanency, and their location, instead of their message. Initially signs can be categorized into four main types:

- permanent building signs,
- permanent freestanding signs,
- temporary building signs, and
- and temporary freestanding signs.

There can then be further variations of these types. For example, feather banners and yard signs can be variations of temporary freestanding signs. Each type or subtype of sign can then be separately regulated by quantity, size, shape, type of illumination, and location (i.e. zone district or on-site/off-site) without having to read the sign or know the topic or intent of its message.

This will be the starting point for QK's approach to the City of Merced Comprehensive Sign Ordinance Update. Our team will

EXHIBIT A



work with City staff at the beginning of the process to set up a categorization process that will work for the City and provide a foundation for the discussions that will take place during public outreach meetings. This planning strategy has worked well during ordinance update projects QK has completed for the cities of Chowchilla, Hanford, and Lindsay, and has proven to effectively lay the groundwork for successful retrieval of relevant feedback from the public.

The following scope of work describes our approach to the City's much needed Comprehensive Sign Ordinance Update project. This approach is based on the requirements of the of the Request for Proposal (RFP).



TASK 1.0 EVALUATION OF EXISTING SIGN REGULATIONS

Task 1 initiates the project and gathers the information necessary to begin the public outreach meetings. The goal of this task is to identify specific issues that need to be addressed in the updated Sign Ordinance, and ensure that City staff and QK have a similar understanding of goals that need to be accomplished before beginning any public outreach.

Subtask 1.1 Project Initiation and Kick-off Meeting

QK will meet with City staff to discuss the City's goals for the ordinance and the process to prepare it. QK will ask about City staff's experiences with the existing ordinance. The specifics of the public outreach program will be discussed in detail.

Deliverables:

- Meeting agenda
- Meeting notes

Meeting:

- Kick-off Meeting with Staff



EXHIBIT A

A. Deliverables and Budget

Subtask 1.2 Analyze Existing Regulations

QK will analyze the two existing sign ordinances and develop initial recommendations about which pieces of which sections should be kept for the new ordinance. These recommendations will be discussed with City staff and the advisory committee, and it will be determined if they should be kept or left out of the new ordinance. (This task will be conducted concurrently with the initial attorney analysis, which is described in Task 4.1. In short, Task 2.1 will review from a city planner's perspective and Task 4.1 will review from a legal perspective.)

Subtask 1.3 Identify Topics, Issues, and Needed Input

Based on the analysis in Task 1.2 and Task 4.1, QK will prepare a list of topics and issues for discussion, and then meet with City staff to discuss and refine as needed. The refined list will be used to guide the rest of the process and presented to the advisory committee at their first meeting.

Deliverables:

- List of Topics and Issues (initial)
- List of Topics and Issues (refined with City Staff)

Meeting:

- Meeting with City Staff



Signs around town - City of Merced, CA

TASK 2.0 PUBLIC OUTREACH

The goal of Task 2.0, as with most public outreach efforts, is to listen to the needs and concerns of the affected stakeholders so they can be incorporated into the ordinance while also building their trust in the public process to write and adopt the ordinance.

Subtask 2.1 Refine Public Outreach Strategy

After the kick-off meeting with City staff, QK will document the public outreach process in detail with dates, times, locations, and goals for each meeting. If it is determined that some meetings can be combined, this will be documented for agreement between consultant and City staff.

Deliverables

- Public Outreach Plan

Meeting

- Meeting with Staff (if needed)

Subtask 2.2 Focus Group Meetings – 10 to 12

QK will facilitate and present at focus group meetings where the issues and needs of the new sign ordinance will be discussed. QK will use both handouts and PowerPoint presentations to communicate issues, as well as facilitate discussion with the goal of reaching consensus on direction and decisions. If maps are needed to define geographic subareas that will have special sign standards, QK's GIS staff will prepare them for review.

Deliverables:

- Agenda for each meeting
- Minutes of each meeting
- Handouts, maps, and PowerPoint presentations

Meetings:

- Focus Group Meetings – 10 to 12 meetings

EXHIBIT A



Subtask 2.3 Public Workshops – Up to 4

QK will facilitate up to four sign ordinance public workshops. Based on discussions with City staff before and during the public outreach process, these workshops can focus on specific topics within the ordinance, or be more general and allow discussion on any part of the ordinance. QK will begin each workshop with a reminder of the First Amendment issues involved and why the ordinance needs to be updated.

Deliverables:

- Flyer advertising each public workshop
- Handouts and PowerPoint presentations
- Posters with examples of types of signs
- Notes of key takeaways from each workshop

Meetings:

- Public workshops – Up to 4

Subtask 2.4 Joint Planning Commission/City Council Study Sessions – Up to 4

QK will make progress reports and ask for feedback on key issues and up to four joint Planning Commission/City Council study sessions. These meetings can be used to make a decision on a specific direction to take in the middle of the process so that the rest of the process can be confidently built upon that Council/Commission direction. Depending on early discussions with City staff, some of these meetings could be combined with either the advisory committee meetings or the public workshops. This will be decided when the Public Outreach Plan is prepared in Subtask 2.1.

Deliverables:

- Handouts and PowerPoint presentations
- Notes of key takeaways from each workshop

Meetings:

- Joint Planning Commission/City Council Study Sessions – Up to 4



EXHIBIT A

A. Deliverables and Budget

TASK 3.0 DRAFT SIGN ORDINANCE

The goal of Task 3 is to prepare a draft sign ordinance that is legally acceptable to both the consultant team's attorney and the City attorney, is supported by City staff, and reflects the discussion and direction received at the public outreach meetings. As with all ordinances that QK writes, our goal is to write a sign ordinance that is readable, practical, and useable.

Subtask 3.1 Prepare Initial Ordinance Wording and Section Outline

QK will prepare the rough skeleton of the draft sign Ordinance using Merced's section numbering system. Standard wording that is necessary but will not likely need to be discussed in the public outreach will be included. This skeleton outline can be used to ensure for the consultant and City staff that each of the necessary topics are being covered.

Initially, **QK anticipates that the following topics would be included.** These can be refined by City staff and the public outreach process.

- Purpose
 - Applicability and Extent of Ordinance
 - Statement Against Discrimination
 - Exemptions
 - Prohibited Signs
 - General Design Principles
 - Permits Required
 - Permanent Building signs by zone – number, height, size, location
 - Permanent Freestanding signs by zone – number, height, size, location
 - Temporary Freestanding signs by zone – number, height, size, location
 - Temporary Building signs standards by zone – number, height, size, location
 - Permanent Sign Design Standards
 - Temporary Sign Design Standards
 - Illumination Standards
 - Signs in Public Right of Way
 - Signs on Vehicles
 - Signs on City Property – parks and other properties
 - Signs in commercial windows
 - Signs with non-electronic changeable copy
 - Signs with electronic changeable copy
 - Flags and Flag poles
 - Search lights and klieg lights
 - Handheld Signs
 - Murals
 - Master Sign Program
 - Maintenance of Signs
 - Variances/Exceptions
 - Nonconforming Signs
 - Abandoned or Obsolete Signs
 - Signs on Vacant Sites
 - Illegal Signs
 - Enforcement
 - Rules for Measurement
 - Definitions
- Deliverables:**
- Initial Ordinance Outline
- Meeting:**
- Meeting with Staff to discuss and refine

EXHIBIT A



Subtask 3.2 Prepare Administrative Draft Sign Ordinance

Based on information gathered from City staff, public outreach, and attorney recommendations, QK will prepare an administrative draft sign ordinance for City staff and the consultant's attorney to review. It is assumed that this administrative draft will not be made public. QK will meet with City staff to discuss their recommended changes and review any recommended changes from the consultant's attorney.

Deliverables:

- Administrative Draft Sign Ordinance (PDF format)

Meeting:

- Meeting with City staff to discuss

Subtask 3.3 Prepare Public Draft Sign Ordinance

Based on City staff and consultant attorney comments, QK will prepare a public draft sign ordinance. After review of changes made by City staff, this will be presented to the advisory committee for their review and comment.

Deliverables:

- Public Draft Sign Ordinance (PDF format and 30 printed, bound copies)

Meeting:

- (reviewed at one of the advisory committee meetings in Task 2.0)

Subtask 3.4 Prepare Hearing Draft Sign Ordinance

Based upon comments from the advisory committee, and with concurrence of City staff, QK will revise the public draft sign ordinance into a hearing draft sign ordinance. This version will be presented at the Planning Commission and City Council public hearings.

Deliverables:

- Public Draft Sign Ordinance (PDF format and 30 printed, bound copies)

TASK 4.0 LEGAL REVIEW

The goal of Task 4.0 is to ensure that the new ordinance is written in conformance with existing laws and court decisions, especially First Amendment issues and the Reed v. City of Gilbert decision.

Subtask 4.1 Review Initial Ordinance Wording and Reed v. Gilbert Strategy

The consultant team attorney will review applicable case authority on what is permissible in terms of restricting sign content, and convey that information to QK by email or conference call. The consultant team attorney also will review the existing sign ordinance to get a feel for what needs to be updated, and can advise QK by email or conference call what provisions are no longer legally compliant.

Subtask 4.2 Review Administrative Draft Sign Ordinance

During the public outreach process, where multiple options exist for various provisions of the ordinance, the consultant team attorney will be available to discuss them with QK. The consultant team attorney will review the administrative draft ordinance and provide feedback to the QK team by email or conference call.



EXHIBIT A

A. Deliverables and Budget

TASK 5.0 PUBLIC HEARINGS

Subtask 5.1 Planning Commission Hearing(s)

QK will present the hearing draft sign ordinance at a Planning Commission public hearing. QK can assist City staff in the preparation of a draft resolution of recommendation if needed.

Deliverables:

- PowerPoint Presentation
- Draft PC Resolution of Recommendation

Meeting:

- Planning Commission Public Hearing

Subtask 5.2 City Council Hearing(s)

QK will present the hearing draft sign ordinance at a City Council public hearing.

Deliverables:

- PowerPoint Presentation

Meeting:

- City Council Public Hearing



Timeline

The following table includes our proposed timeline to complete the City's Comprehensive Sign Ordinance Update. This estimate is based on our previous experience completing similar projects.

TASKS & SUBTASKS	1	2	3	4	5	6	7	8	9	10	11	12	13
	Dec 2019	Jan 2020	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.0 EVALUATION OF EXISTING SIGN REGULATIONS													
1.1 Project Initiation and Kick-off Meeting													
1.2 Analyze Existing Regulations													
1.3 Identify Topics, Issues, and Needed Input													
2.0 PUBLIC OUTREACH													
2.1 Refine Public Outreach Strategy													
2.2 Focus Group Meetings - 10 to 12													
2.3 Public Workshops - Up to 4													
2.4 Joint Planning Commission/City Council Study Sessions - Up to 4													
3.0 DRAFT SIGN ORDINANCE													
3.1 Prepare Initial Ordinance Wording and Section Outline													
3.2 Prepare Administrative Draft Sign Ordinance													
3.3 Prepare Public Draft Sign Ordinance													
3.4 Prepare Hearing Draft Sign Ordinance													
4.0 LEGAL REVIEW													
4.1 Review Initial Ordinance Wording and Reed v. Gilbert Strategy													
4.2 Review Administrative Draft Sign Ordinance													
5.0 PUBLIC HEARINGS													
5.1 Planning Commission Hearing(s)													
5.2 City Council Hearing(s)													

CC City Council
 PC Planning Commission
 PC/CC Joint City Council/Planning Commission
 W Public Workshop
 FG Focus Group Meeting

EXHIBIT A

A. Deliverables and Budget

Budget

The following table includes our proposed fixed fee subtotal for each task. Each cost per task includes administrative and printing costs.

TASKS & SUBTASKS		FIXED FEE PER TASK
1.0	EVALUATION OF EXISTING SIGN REGULATIONS	
1.1	Project Initiation and Kick-off Meeting	\$2,375
1.2	Analyze Existing Regulations	\$5,322
1.3	Identify Topics, Issues, and Needed Input	\$4,440
	SUBTOTAL - TASK 1.0	\$12,137
2.0	PUBLIC OUTREACH	
2.1	Refine Public Outreach Strategy	\$1,196
2.2	Focus Group Meetings - 10 to 12	\$21,902
2.3	Public Workshops - Up to 4	\$8,474
2.4	Joint Planning Commission/City Council Study Sessions - Up to 4	\$8,174
	SUBTOTAL - TASK 2.0	\$39,746
3.0	DRAFT SIGN ORDINANCE	
3.1	Prepare Initial Ordinance Wording and Section Outline	\$2,650
3.2	Prepare Administrative Draft Sign Ordinance	\$20,478
3.3	Prepare Public Draft Sign Ordinance	\$6,392
3.4	Prepare Hearing Draft Sign Ordinance	\$3,188
	SUBTOTAL - TASK 3.0	\$32,708
4.0	LEGAL REVIEW	
4.1	Review Initial Ordinance Wording and Reed v. Gilbert Strategy	\$2,300
4.2	Review Administrative Draft Sign Ordinance	\$6,325
	SUBTOTAL - TASK 4.0	\$8,625
5.0	PUBLIC HEARINGS	
5.1	Planning Commission Hearing(s)	\$1,987
5.2	City Council Hearing(s)	\$1,788
	SUBTOTAL - TASK 5.0	\$3,775
TOTAL ESTIMATED FEE (Fixed Fee)		\$96,991