

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND MANAGEMENT PARTNERS
FOR PERMITTING PROCESS CONSULTANT SERVICES FOR THE
COMMUNITY DEVELOPMENT DEPARTMENT AT THE CITY OF LA
MESA

This Agreement is entered into by City of La Mesa as of this ____ day of _____, 2022, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and Management Partners hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City has need for professional services for permitting process consultant services and is willing to compensate Contractor for such services;

WHEREAS, the City desires to engage Contractor to render certain professional services for permitting process consultant services; and

WHEREAS, Contractor is qualified to provide said professional services and the City has allocated funds.

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: EMPLOYMENT OF CONTRACTOR

The City hereby agrees to engage Contractor and Contractor hereby agrees to perform the services set forth in this Agreement.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall commence performance of the Project upon execution of this Agreement by both parties. The term "Project" as used in this Agreement shall include all of the tasks and items listed and described in Exhibit "A", attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

Contractor agrees to provide the services of professionals employed by Contractor as described in Exhibit "A", attached hereto and incorporated herein for the full term of the Agreement. No other substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: SUBCONTRACTING

Contractor shall not utilize the services of any sub-contractors during the course of this project without the prior consent of the City.

SECTION 5: CITY REPRESENTATION

The Assistant City Manager for the City of La Mesa, or his designated representative, shall represent the City in all matters pertaining to the services rendered pursuant to this

Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative."

SECTION 6: RESPONSIBILITIES OF THE CITY

The City will provide the Contractor, or cause to be provided with, the following documents, services and site information, at no charge to the Contractor.

- A. Any necessary electronic files, documents, information and/or data as needed for Contractor's performance in carrying out the tasks and items listed and described in Exhibit "A", attached hereto and incorporated herein as part of this Agreement.

SECTION 7: PERFORMANCE SCHEDULE

This Agreement shall be for an initial term of twelve (12) months from the execution date of the Agreement and may be renewed for one (1) additional one-year term by mutual written consent of both parties.

The Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of City to furnish timely information or to approve or disapprove Contractor's work promptly, or delay or faulty performance by City, or governmental agencies.

SECTION 8: COMPENSATION TO CONTRACTOR

The amount to be billed shall be based on the satisfactory completion of activities listed in Exhibit "A" attached hereto and incorporated herein as part of this Agreement, as deemed by the City Representative of the City of La Mesa or his/her designee.

The total fee for professional services shall not exceed fifty-seven thousand six hundred dollars (\$57,600).

SECTION 9: RECORDS

Contractor shall maintain adequate records to permit inspection audit of Contractor's charges under this Agreement. Contractor shall make such records available to the City and to other public agencies responsible for approval, funding or auditing the project, during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records and they will be available only to the City or to public agencies involved with approval, funding or audit functions. Such records shall be maintained by the Contractor for three (3) years following completion of the work under this Agreement.

SECTION 10: ITEMS TO BE DELIVERED TO CITY

The items to be delivered by the Contractor to the City are as described in Exhibit "A" attached hereto and incorporated herein.

SECTION 11: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the City, additional services that Contractor could provide, or cause to be provided are as follows:

- A. Additional permitting process consultant services related to the Project but not included in the Scope of Work as described in Exhibit "A" attached hereto and incorporated herein.
- B. Additional permitting process consultant services caused by changes unrelated to the Scope of Work as described in Exhibit "A" attached hereto and incorporated herein.

Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work. Contractor shall be compensated for Contractor's time and direct personnel expenses as approved by the City. Payment for such additional services shall include Contractor's time at the rates as shown in Exhibit "A".

SECTION 12: INDEMNIFICATION AND HOLD HARMLESS

Indemnity for Professional Liability:

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Contractor (and its Subcontractors), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Contractor (and its Subcontractors) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability:

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Contractor is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Contractor, except when caused by the active negligence or willful misconduct of the City.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and its members, board members, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

This section shall survive termination or expiration of this Agreement.

SECTION 13: INSURANCE

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A:VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

(ii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iii) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(iv) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to Contractor's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee in his/her sole discretion. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its elected officials, officers, officials, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee, satisfactory to the City Manager or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability insurance policy shall be written on an occurrence form. The General Liability (including ongoing operations and completed operations) policy shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. All such policies of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City, its elected officials, officers, officials, employees, agents and volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents and volunteers. Should

Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of this Agreement or the commencement of work by Contractor.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, Contractor must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to City for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received by City and approved by City Manager or his/her designee in his/her sole discretion prior to City's execution of the Agreement and before work commences. Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of the Agreement or any extension, Contractor or any of its sub-contractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, subcontractor, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractor's certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

SECTION 14: METHOD OF COMPENSATION

The City shall compensate Contractor for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Contractor's invoice for the services performed. The Contractor shall provide documentation regarding charges sufficient to meet normal auditing practice. Copies of the invoices for materials in excess of \$500 shall be submitted with the request for periodic payment.

The City shall promptly review invoicing and notify Contractor of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

SECTION 15: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by Contractor and subcontractors under this Agreement shall be considered the property of the City and will be turned over to the City upon demand, but in any event, upon completion of the Project. The Contractor shall be allowed to retain copies of documents for his permanent records, if desired.

SECTION 16: ASSIGNABILITY

Contractor shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 17: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.

SECTION 18: NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address as follows:

City: Assistant City Manager
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942
(619) 667-1311
ctomaino@cityoflamesa.us

Contractor: Jay Trevino
Partner
Management Partners
1730 Madison Road
(513) 861-5400
jtrevino@managementpartners.com

The date of notification shall be receipt by the City as evidenced by date stamp affixed to the notice.

SECTION 19: DISPUTE RESOLUTION

The City and Contractor shall submit unresolved claims, counterclaims, disputes, controversies and other matters between them arising out of or relating to this Agreement or the breach thereof ("disputes"), first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

The City shall require that all Contractors agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Contractor and/or any sub-Contractors of any tier arising out of or relating to their agreement with the City or the breach thereof ("disputes") first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

SECTION 20: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City's convenience upon not less than fifteen (15) day's written notice to Contractor. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement unless said notice provides

otherwise. If this Agreement is terminated as provided in this paragraph for City's convenience, the Contractor shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Contractor as may be requested by City and such work shall become City's property upon payment to Contractor for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 21: BUSINESS LICENSE

The Contractor, including all subcontractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefore, by the Contractor and all subcontractors. Business license applications and information may be obtained from the Finance Department, City Administration Building, 8130 Allison Avenue, P. O. Box 937, La Mesa, CA 91941-0937, (619) 667-1118.

SECTION 22: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

SECTION 23: INTEREST OF CONTRACTOR AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants, that in the performance of this Agreement, no person having any such interest shall be employed. City may require Contractor to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to the City Clerk.

SECTION 24: FACILITIES AND EQUIPMENT

Contractor shall, at its sole cost and expense, furnish all non-City facilities and equipment which may be required for furnishing services pursuant to this Agreement.

For purposes of all meetings held in the City Council Chambers itself, the City shall provide the appropriate equipment, broadcast infrastructure and work facilities to produce the Council Meeting broadcasts. The Contractor shall be responsible for any damages to same by their staff. The Contractor's staff shall be responsible to promptly notify City staff and/or the city's maintenance provider verbally or in writing of any damages to the equipment or facilities or operational malfunctions of the electronic systems and software.

SECTION 25: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

SECTION 26: TIME

Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

SECTION 27: CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 28: NON-DISCLOSURE

The reports, surveys, data, materials and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown to any other public or private person or entity, except as authorized by the City. The Contractor shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 29: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated to this Agreement.

SECTION 30: JOB SITE SAFETY

The Contractor who is responsible for means, methods and procedures of the project shall be responsible for job site safety. The Contractor shall:

- A. Be responsible for the safety of his employees as required by law.
- B. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

SECTION 31: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Contractor have executed the Agreement.

Management Partners

Date: 5/11/2022

By: 
Jerry Newfarmer, President and CEO

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mark Arapostathis, Mayor

Date: _____

By: _____
Greg Humora, City Manager

Date: _____

By: _____
Carlo Tomaino, Assistant City Manager

APPROVED AS TO FORM

Glenn Sabine, City Attorney

Attachment: Exhibit A – Scope of Work and Fee Schedule



May 10, 2022

Mr. Greg Humora
City Manager
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942

Dear Mr. Humora:

We appreciate the opportunity to provide this proposal for an assessment of the permitting functions in the Community Development Department. We understand from our work on the City's Strategic Plan that there is a permitting backlog in the Building Division, and there are customer concerns about processing timeframes and bottlenecks. The goal is to remove barriers, streamline services, and foster a culture of "yes."

Management Partners has extensive experience working with community development departments and we have experts who are skilled at helping organizations make measurable improvements.

Understanding of the Engagement

The Community Development Department is responsible for land development programs and services to help create a safe, healthy, and economically viable community. The department's programs provide guidance for new development and property maintenance. It is also responsible for maintaining La Mesa's General Plan, which contains the long-term vision for the community. The department is comprised of three divisions:

- Planning and Zoning Division,
- Building Division, and
- Housing Division.

The Community Development Department provides staff support for multiple commissions and boards including the Planning Commission, Historic Preservation Commission, Mobility Commission, and Design Review Board. The final budget for FY 2022-23 provides an appropriation of about \$2.5 million and authorizes 13.05 full time equivalent (FTE) positions to fund and operate the department.

The department is implementing a new land management system and it already offers electronic plan review services. Yet there is a need to maximize these and other technologies in ways that help staff manage the workload effectively and provide customers with a greater degree of predictability.

Proposed Plan of Work

Based on our experience with community development departments and our understanding of the needs of the City of La Mesa, we have prepared a plan of work to improve service levels and promote a culture of "yes."

Activity 1 – Start Project

Management Partners will begin the project with a careful learning phase that will help us understand the Community Development Department. It forms the foundation of the relationship between Management Partners' team and the City of La Mesa. Our team will conduct a kickoff meeting with you, the community development director, building official, and other key staff members. During the meeting we will confirm project deliverables and due dates to ensure the project is completed on time and on budget. We will also fine-tune the scope of work to ensure it is aligned precisely to meet your goals.

We understand that the work associated with this review is in addition to the normal work of the organization. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the department.

Our team will have provided a data request prior to this meeting and will review the material collected by staff to identify any other data needs.

Activity 2 – Gather Information

Next, Management Partners will gather information from department staff and leaders in the other departments that participate in the development review process. This will enhance our understanding of existing staffing, organizational structure, operations, policies, and practices.

- *Review background material.* We will review the material requested in Activity 1 to document department operations and to prepare for our interviews and the customer survey discussed below.
- *Conduct interviews.* Management Partners will interview approximately 12 individuals in the City organization to learn about the permitting process, understand the Community Development Department's operations and systems, learn about strengths and weaknesses, and hear ideas for improving efficiency and effectiveness. The interviews will also give us opportunity to assess communication and understand how the multiple agencies collaborate during the permitting process.

At the conclusion of this activity, we will summarize themes and identify any additional information gathering that will round out our understanding of the department's operations.

Activity 3 – Assess the Customer Experience

Understanding the perspective of customers is essential. To be effective, improvements to the permitting process need to address the problems seen by customers. Management Partners will undertake the following tasks to ensure a clear understanding of the customer experience.

- *Develop a customer survey.* Our team will design a survey tailored to La Mesa's permitting process, which will provide a quantitative way of understanding the customer experience. We will discuss the draft survey with you and your team before it is deployed.
- *Compile a list of survey recipients.* Our goal will be to maximize the number of individuals to whom the survey is sent. We will work with staff in the various functional areas to identify relevant to La Mesa customers over the past three years.
- *Deploy survey.* Management Partners deploy the survey using a SurveyMonkey® platform and we will monitor responses throughout the survey period. This will give us an opportunity to send additional communications to survey recipients if there is a lapse in the response rate.



- *Analyze survey results.* Once the survey has closed, we will prepare a summary of the results to inform our assessment of the customer experience and provide context for improvements to the permitting process.

At the conclusion of this activity, we will provide an overview of the results. We will also include a detailed analysis of the survey data in the project report.

Activity 4 – Evaluate the Management System

Effective management of the permitting process is complicated because it involves a myriad of regulations, multiple reviewing agencies/departments, and numerous types of customers (applicants) who typically have varying perspectives. We have a deep understanding of these complexities and the importance of having an effective management system. Management Partners will evaluate the department's management system (i.e., the interrelated methods, tools and techniques used in managing the permitting process). This evaluation will address several aspects of the permitting process, as listed below.

- Assess the use of performance measures,
- Review best practices in how technology is used and identify areas for improvement,
- Evaluate best practices in using land management systems,
- Review policies and procedures,
- Evaluate training gaps and opportunities,
- Assess internal and external communication, and
- Review the current service delivery model and identify alternative approaches.

Activity 5 – Conduct Analysis and Report Results

During this activity, we will analyze the information collected previously. We will examine the results of our data gathering and assess the current state of the department, including the following:

- Organization structure and reporting relationships;
- Customer experience;
- Management system including performance metrics;
- Technology tools and needs;
- Training and professional development;
- Application of best practices; and
- Other opportunities to increase efficiency, effectiveness, and collaboration.

We will prepare our observations and preliminary recommendations and meet with City leaders to review them. This will be an opportunity to discuss what we learned and observed in our analysis and hear feedback about the opportunities for improvement we have identified.

Once we have received feedback about the various recommendations, we will prepare a draft report that includes our analysis and recommendations. We will present the draft for the City's review and comment. After the City's review, we will prepare a final report which considers all changes and suggested revisions.

Activity 6 – Support Implementation

Management Partners has a strong bias for action. Our reports and resulting recommendations become tools for setting priorities, and for developing work plans. After completing the project report, we will prepare a draft Implementation Action Plan incorporating each recommendation in the project report. The draft action plan sets forth the steps required for implementation, assigns responsibility for action, and an assigned priority level (immediate, near or long term) for initiating each recommendation.



The action plan is prepared as a draft and becomes final once the director integrates the action steps into the work plan and develops dates for planned completion. The action plan offers an important management tool for actual implementation of the work reflected in the project report.

With most of our project reports Management Partners takes another discrete step to improve communications and transparency within the organization by reviewing the IAP with the City Manager. This step helps to ensure the chief executive's understanding of the work that is planned to improve efficiency and effectiveness in the permitting process, and it helps to build support for these changes.

Optional Activities

If desired, Management Partners can complete one or both of the following optional activities.

- A. **Create Process Maps.** Mapping a permitting process can be an effective tool for analyzing workflows and identifying process bottlenecks. Management Partners will conduct two on-site process mapping sessions focused on the permitting process steps for two types of ministerial projects. We will work with you to identify real-world case studies. For example, one case study might examine a smaller project while the other could focus on a larger one. The process mapping sessions will include key members of City staff who are typically involved in the review and decision-making process. Management Partners will then create "as-is" process maps to show the current process. After analyzing the workflow and staff input, we will prepare proposed process maps to illustrate the recommended process changes.
- B. **Conduct a Comparison of Peer Agencies.** Management Partners will provide an objective method for selecting comparable agencies and we will design a survey focused on relevant issues in La Mesa. We will then deploy the survey, follow up with the peer agencies, and provide a detailed analysis of survey results. Comparing the permitting process with comparable agencies can be useful in illustrating various factors that influence operations, such as processing timeframes, staffing, alignment of functions, service delivery methods, and best practices.

Our Team

We have a strong project team that is well qualified to complete this work for the City of La Mesa. Jay Trevino will serve as project director and will oversee the substantive work and be responsible for execution of the project. He will be supported by Susan Healy Keene and Ashley Garcia. Brief qualifications of each team member are provided below.

Jay Trevino, Partner

- With nearly 40 years of local government and consulting experience, **helps government leaders improve inter-departmental collaboration** and develop **management systems** that enhance effectiveness.
- Provides management services to clients for special projects or to **augment management capacity.**
- Leads consultant teams for **organizational assessments** of various functional areas of government including police, fire, public works, library, finance, human resources, fleet, community services and community development.
- Analyzes the **customer experience** and develops strategies for improvement.
- Facilitates **teambuilding, strategic planning, community outreach** initiatives.



- Analyzes **workflow** and identifies **process improvement strategies**.
- Develops **performance management approaches**, including data analysis and metrics.
- Since joining Management Partners in 2013, has assisted **numerous local governments** including Sacramento, Los Angeles, Santa Monica, Beverly Hills, Pasadena, Manhattan Beach, San Jose, Morgan Hill, South Gate, Downey, Walnut Creek, Whittier, Brea, Santa Fe Springs, Huntington Beach, Perris, Newport Beach, Pico Rivera, La Mirada, El Segundo, Norwalk, Costa Mesa, Redwood City, Pacifica, Novato, Arcata, Coronado, Chula Vista, Seal Beach, Cypress, Garden Grove, Los Alamitos, Fullerton, Sammamish, Washington, Doña Ana County, New Mexico, and Sutter County, California.
- Spent more than **31 years working for four California cities** serving in various executive and management roles and developing expertise in all aspects of policy development, organizational leadership, and planning and development services.
- Worked for the cities of **Santa Monica** and **Brea** and served as the executive director of the Planning and Building Agency for the City of **Santa Ana**.

Susan Healy Keene, AICP, Special Advisor

- Professional planner with extensive experience in development review process and management. She has served California local governments for **30 years in planning and community development**.
- Served most recently as **Director of Community Development** for the City of Beverly Hills, where she directed operations that included planning, building and safety, code enforcement, transportation, traffic engineering, rent stabilization, special events, and filming.
- In Beverly Hills, implemented a Department Strategic Plan, initiated a mandatory seismic retrofit program for soft-story structures and introduced electronic plan review.
- Also served as **Director of Community Development** in the City of West Hollywood, where she facilitated adoption of the West Hollywood Green Building Ordinance, supported affordable housing efforts, and coordinated major development projects.
- Has **led leadership development programs** and **taught sessions in management, conflict resolution and emotional intelligence**, and **CEQA basics** for the Association of Environmental Professionals (AEP).
- Skills and expertise include **project management, strategic planning, executive coaching, community outreach, consensus building, facilitation and training**.



Ashley Garcia, Principal Management Analyst

- Assists with **workshop facilitation for City Council goal setting and strategic plans**, and provides clients with **expertise in human resources management**.
- Has completed multiple organizational reviews, comparison analysis studies, and produced and updated comprehensive personnel policies; recently led ARPA community engagement efforts.
- Local government experience includes **progressively responsible roles** for the California cities of Huntington Beach, Laguna Niguel, Costa Mesa and Santa Maria.
- Passionate about public service and organizational development, **specializing in interdepartmental collaboration**.
- Served as **President of the Municipal Management Association of Southern California** in 2018, leading the organization as it achieved record membership levels and established a strategic plan for the association.



Hours and Cost

Management Partners anticipates devoting 192 hours of our staff time to complete activities one through six as described above for a cost of \$38,900. The total cost of the project with the optional activities (which add 92 hours) would be \$57,600 including all fees and expenses. The costs are itemized by activity in the table below.

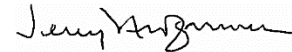
Activity	Hours	Cost ¹
1 – Start Project	20	\$4,700
2 – Gather Information	25	\$5,200
3 – Assess the Customer Experience	45	\$8,600
4 – Evaluate the Management System	26	\$5,400
5 – Conduct Analysis and Report Results	61	\$12,400
6 – Support Implementation	15	\$2,600
Optional Activity A – Create Process Maps	44	\$9,800
Optional Activity B – Conduct Comparison of Peer Agencies	48	\$8,900
TOTAL	284	\$57,600

¹ Cost of all activities, including optional activities, cover all fees and expenses

The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

Please let me know if we can provide any additional information.

Sincerely,



Jerry Newfarmer
President and CEO

Accepted for the City of La Mesa by:

Name: _____

Title: _____

Date: _____

Is Optional Activity A to create process maps desired for \$9,800? Yes [X] No []

Is Optional Activity B to conduct a comparison of peer agencies desired for \$8,900? Yes [X] No []

