AGREEMENT TO FURNISH PROFESSIONAL CONSULTING SERVICES ASSOCIATED WITH THE CITY OF REDLANDS' NEW SAFETY HALL PROJECT

This agreement for the provision of professional consulting services associated with the City of Redlands' new Safety Hall Project ("Agreement") is made and entered into this **9th day of August**, **2010**, by and between the City of Redlands, a municipal corporation ("City") and Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform specific professional consulting services ("the Services"). The Services include, but are not limited to, tools identified in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.
- 1.3 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of its obligations under this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

ARTICLE 2 - RESPONSIBILITIES OF CITY

2.1 City shall make available to Consultant public information in its possession that may assist Consultant in performing the Services. City shall also provide reasonable access to City facilities, as required by Consultant to perform its Services.

ARTICLE 3 - PAYMENT AND NOTICE

- 3.1 The total compensation for Consultant's performance of the Services shall be One Hundred Fourteen Thousand and Two Hundred dollars (\$114,200).
- 3.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses, if any. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of

Consultant's invoice, provided the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement.

3.3 All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: N. Enrique Martinez

City Manager City of Redlands P.O. Box 3005 Redlands, CA 92373

Consultant: Larry Kosmont

Kosmont & Associates, Inc. dba Kosmont Companies 865 South Figueroa Street

35th Floor

Los Angeles, CA 90017

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section.

ARTICLE 4 - PERFORMANCE OF SERVICES

4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "A," entitled "Scope of Work."

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- Insurance, Generally. All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services.
- Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in accordance with the laws of the State of California, with an insurance carrier acceptable to City.
- 5.3 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or sole negligent omissions in performing the Services.

- Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 5.5 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- Business Auto Liability Insurance. Consultant shall secure and maintain business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability throughout the term of this Agreement. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured.

ARTICLE 6 - CONFLICTS OF INTEREST

- 6.1 Consultant covenants and represents that it does not have any investment or interest in any real property within the City of Redlands which would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 6.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
 - A. Does not make or participate in:
 - (i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;

- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) Adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 6.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the Form 700 with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party
- 7.2 Consultant shall not assign any of the Services to be performed under this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 7.3 All documents, records, drawings, designs, cost estimates, electronic data files, databases, and other documents developed by Consultant pursuant to this Agreement, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents and any use of incomplete documents will be at City's sole risk.
- 7.4 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City.
- 7.5 This Agreement may be terminated by either Party, in its sole discretion and without cause, by providing ten (10) business days' prior written notice to the other Party (delivered by certified mail, return receipt requested) of intent to terminate.
- 7.6 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed

- services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- 7.7 Upon receipt of a termination notice, Consultant shall immediately discontinue all services affected, and within five (5) business days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services required by this Agreement. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.
- 7.8 This Agreement represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 7.9 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

N. Enrique Martinez, City Manager

Attest:

Sam Irwin, City Clerk

KOSMONT & ASSOCIATES, INC. dba KOSMONT COMPANIES

Larry Kosmont, President & CEO

Exhibit B:

Scope of Work Phase 1 Part B

Budget Phase 1 Part B

Phase 1 Part B Timeline

Redlands Safety Hall Phase 1 Part B Professional Services Agreement - Exhibit A

August 9, 2010 (Updated from Original Scope of Work dated January 26, 2010)

REDLANDS SAFETY HALL SCOPE OF WORK-- PHASE I - PART B (Annotated with Phase 1 A Tasks)

Kosmont Companies ("Kosmont") is pleased to present this Scope of Services for Phase I Part B, site selection for the new Redlands Safety Hall ("Project"). The Kosmont Team includes Roth + Sheppard Architects and Newport Real Estate Services, Inc. ("NRES"). The primary objective is to identify possible sites for the new safety hall that are consistent with the criteria determined in the updated needs assessment, which was prepared in Phase I Part A. In Part B, the Kosmont Team will advance the site selection to a point where no more than three alternatives emerge with a preferred alternative identified for actual design and implementation. The preferred alternative will be supported by an initial transaction and financing structure that will effectuate the timely and cost effective delivery of Redlands Safety Hall. As part of the site selection parameters, The Kosmont Team will evaluate sites that are topographically appropriate and within the geographic city limits and parameters established in the needs assessment prepared in Phase I Part A. Feedback from both the community and City will be important components of the site selection process.

A preliminary market review prior to Phase 1 Part A, identified approximately one dozen opportunities, Based on Phase I Part A work the search is for topographically and geometrically appropriate sites that are within the parameters of the needs assessment and within the geographic city limits. Phase I Part B would Identify and confirm sites that meet the relevant criteria as set forth in Phase I Part A work, which we will further screen and review to hone down to three primary alternatives.

The primary deliverables for the Phase I - Part B Scope of Services are:

- 1. Identify and evaluate relevant opportunity sites with the intent of selecting up to three primary site alternatives which will be compared applying both subjective and objective criteria as appropriate.
- 2. Involve city and community leaders in key stages of the process to achieve broad based awareness and support
- 3. Recommend preferred site(s) for the development of new Safety Hall and provide potential financing and transaction strategy with implementation schedule and next steps

Note: The following Scope and attached budget are based on evaluating relevant opportunity sites. An increase or decrease in the number of evaluated sites may impact the total budget.

Tasks for Scope of Services are as follows:

1. Implementation of Updated Needs Assessment

- 1. Determine planning and design criteria for site selection and evaluation for:
 - Vacant sites
 - Existing facilities- both City and non-city owned
- 2. Present overview of preliminary findings and elicit site selection preferences from City

Professional Services Agreement - Exhibit A

Deliverables:

- Introductory workshop for discussion of preliminary findings
- Summary memorandum outlining the planning and basic design criteria for site evaluation and selection ("Site Selection and Evaluation Criteria")

2. Site Selection and Initial Evaluation

- Identify and confirm opportunity sites that can be used as potential sites for the location of the new Redlands Safety Hall
- 2. Prepare preliminary site background for opportunity sites
- 3. Conduct preliminary site evaluation based on Needs Assessment as well as Site Selection and Evaluation Criteria
- 4. Shortlist up to three primary alternative sites based on preliminary evaluation
- 5. Prepare draft report to include review and preliminary evaluation of relevant opportunity sites and primary alternative site selection
- 6. Tour identified opportunity sites (with staff involvement)
- 7. Present to City Management the preliminary evaluation of opportunity sites with three shortlisted primary site alternatives according to priority

Deliverables:

- Preliminary site analysis drawings of opportunity sites
- Draft Report with text and graphics that compares and evaluates identified sites, and shortlists three primary site alternatives for further evaluation
- Presentation to City Management on evaluation and selection of primary site alternatives

3. Needs Assessment: Site Selection Criteria

- 1. Prepare preliminary site diagrams illustrating the updated space program requirements
- 2. Conduct community workshop to facilitate public discussion of revised needs assessment and updated space requirements
- 3. Present to City Management the updated Site Selection and Evaluation Criteria, including future program requirements.

Deliverables:

- Preliminary space need requirements site diagrams
- · Community Outreach to discuss needs assessment and space need requirements
- Presentation to City Management on needs assessment and space need requirements
- Updated Site Selection and Evaluation Criteria,

4. Site Evaluation and Preliminary Financing/Transaction Structure with Next Steps

Professional Services Agreement - Exhibit A

- Conduct preliminary physical evaluation of primary site alternatives to assess construction of new building versus potential of conversion of existing building into new Safety Hall
- 2. Prepare initial budget for design and development of Safety Hall for each of the primary site alternatives
- Conduct site specific evaluation and comparison of primary site alternatives and assess them in terms of various factors including but not limited to potential to satisfy existing and projected needs, cost of development, timing, and stakeholder support
- 4. Develop a cost-benefit matrix detailing the advantages and disadvantages of each site alternative for suitability as the potential location of Safety Hall
- Recommend preferred site(s), based on the above evaluation, best suited for the development of Safety Hall based on design and cost considerations, City's objectives, stakeholder support, and ability of site(s) to meet the projected space requirements
- 6. Conduct community workshop for public discussion of preferred site(s) selection
- 7. Present evaluation of up to three primary site alternatives with preferred site(s) selection, to City Management
- 8. Develop budget for design and development of Safety Hall on the preferred site(s)
- 9. Identify and evaluate potential finance and transaction structure for design and development of Safety Hall on preferred site(s)
- 10. Prepare final report that includes preferred site selection, finance and transaction structure strategy and implementation schedule with next steps.

Deliverables:

- Draft Report with text and graphics that compares and evaluates up to three primary site alternatives, and recommends preferred site(s) for further consideration
- Community workshop to discuss preferred site(s) selection
- Presentation to Council for recommendation of preferred site(s)
- Final Report to include a summary of Needs Assessment, Site Selection, Site Evaluation, Site Prioritization, Financing Strategies and Transaction Structure with Schedule

Professional Services Agreement - Exhibit A

APPENDIX A: ESTIMATED BUDGET PHASE 1 PART B

named	Con Available 2010	260/BCBBy	Hall Phase I Part B - Budget	
1	i on August 9, 2010 from original Phase 1 budget dated January 26, 2010.			
	Implementation of Updated Needs Assessment \$6,800	3	Needs Assessment: Site Selection Criteria	_
ann.	Kosmont Companies (Lead)	Tean	n: Kosmont Companies (Lead) Roth + Sheppard Architects	\$24,00
1	Determine planning and design criteria for site selection and evaluation for:			
	Vacant sites	1	Prepare preliminary site diagrams illustrating the updated space program requirements	
	Existing facilities- both City and non-city owned	2	Conduct community workshop to facilitate public discussion of revised people assessment	
2	Present overview of preliminary findings and elicit site selection preferences from City	_		
	a same and the control of the contro	3	Present to City Management the updated Site Selection and Evaluation Criteria, including future program requirements.	
	Original Budget 19,000		odanemons.	
	Gradit for Work Performed -12,200		Original Budget	24,0
***************************************			Credit for Work Performed	
2	Sile Selection and Initial Evaluation \$16,400	4	Site Evaluation and Preliminary Transaction/Financing Structure	
m: I	Kosmont Companies (Lead)	20000	Vocance Connection	\$42,00
	the off of the state of the sta	, 00111	: Kosmont Companies (Lead) and Roth+Sheppard Architects and NRES	
1	identify and confirm opportunity sites that can be used as potential sites for the location of the new Redlands Salety Half	1	Conduct preliminary physical evaluation of primary site alternatives to assess construction of new building versus	
į	A THE THE PROPERTY OF THE PROP		potential of conversion of existing building into new Salety Hall	
	Prepare preliminary site background for opportunity sites Conduct preliminary site evaluation based on Needs Assassment as well as Site Shocker and Firehand Conduction	2	Prepare initial budget for design and development of Safaty Hall for each of the extraction to the	
	Selection and Evaluation Criteria	3	COSCUECT SHE SDECING EVANISHION AND COMPANIES OF DEFENSE PARTY AND ADMINISTRATION OF THE PARTY ADMINISTRATION OF T	
			and the state of postings to salisiv existing and projected people, east of development	
	Shortlist up to three primary alternative sites based on preliminary evaluation		and the second s	
		4	Develop a cost-benefit matrix detailing the advantages and disadvantages of each site alternative for suitability as the potential location of Satery Halt	
	Prepare draft report to include review and preliminary evaluation of relevant	~	Parameter of Carety ridii	
	opportunity sites and primary alternative site selection	5	Recommend preferred site(s), based on the above evaluation, best suited for the development of Safety Hall based on design and cost considerations. Clinic relief	
	7		based on design and cost considerations, City's objectives, stakeholder support, and ability of site(s) to meet the projected space requirements	
	Tour identified opportunity sites (with staff involvement)	. 6		
,	Present to City Management the preliminary evaluation of opportunity sites with three shortlisted primary site alternatives according to priority	7	Conduct community workshop for public discussion of preferred site(s) selection Present avaluation of un to three primary site above the public site (s) selection	
	And a standary and substitutions according to buotify		Present evaluation of up to three primary site allematives with preferred site(s) selection, to City Management	
		8	Develop budget for design and development of Safety Hall on the protected site(s)	
		9	Identify and evaluate potential finance and transaction structure for design and development of Safety Hall on preferred site(s)	
			,	
		10	Prepare final report that includes preferred site selection, finance and transaction structure strategy and	
	Original Budget 22.000		implementation schedule with next steps.	
	Original Budget 22,000 Credit for Work Performed -5600		Original Budget	42,00
	-3000		Credit for Wark Performed	42,00
			Travel Costs	·····
			rravel Costs	\$13,000
			Budget Summary:	
			Total Labor Fee	
			Travel Costs	\$107,000
			Total (Labor Plus Travel Costs)	\$13,00
				\$120,000
			Contingency @ 10%	\$12,000
			TOTAL FEE	\$132,000
				⇒ 132,000
			Less Credit for Work Performed	1 M - 2 m
			TOTAL FEE PHASE I PART B	(\$17,800
			4	\$114,200

Professional Services Agreement - Exhibit A

APPENDIX PHASE I PART A - CREDIT FOR WORK PERFORMED

Budget Redlands Safety Hall Phase 1A

Budget Rediands Safety Hall Phase 1A			
	ACTUAL BUDGET:	Included in Jan 26	Not included in
	PHASE 1A	budget and Eligible	original Jan 26 Budget - INELIGIBLE
1) Initial Assessment		for Credit	for Credit
a) Meet with the City to discuss goals and objectives for the Project and			2. 2. 6. 68
establish Initial Project criteria, priorities and preferences	2500	2500	
b) Review existing Needs Assessment Study, and other documents related to			
the Project, as furnished by the City	4700	4700	
c) Tour buildings that house the existing police and fire departments and EOC, to understand the layout and configuration of space			
d) Interview key staff to:	5000	5000	
i) Determine physical, structural and functional space needs for the Safety	-	3000	
Hall			
Evaluate projected space requirement needs Determine planning and design criteria as related to the existing safety hall			
facility only.	1500		
	1500 13700		1500
	10,00		
2) Evaluation of Safety Hall, Real Property, and Adjacent Site			
 Research and evaluate adjacent site ownership, possible deed restrictions. 			
zoning status, County disposition process, and related matters	4000		4000
 Analyze adjacent street limitations, access and circulation in terms of potential street/row vacation as may be accretive to the Safety Hall site. 			
c) Identification of physical constraints not to be resolved	2000		2000
d) Research and evaluate existing studies to establish a baseline asssessment	300	:	500
	2000	:	2000
	8500		
2) Noods Assessment: Decumentation of Demission of			
Needs Assessment: Documentation of Requirements Revise existing Needs Assessment Study based on evaluation and feedback			
from City staff, and needed updates	1500	1500	
b) Develop updated space need requirements for Safety Hall including proposed	1500	1300	
move-in and estimated future square feet requirements for both land and site area			
December 1988	1500	1500	
c) Prepare preliminary site diagrams illustrating the updated space program requirements			
d) Conduct follow-up interview(s) with City staff to clarify space needs and	2000	1	2000
confirm program requirements	800	800	
	5800	500	
Initial Deliverables			
Submit summary memorandum of key findings as follows: a. Revised Space Needs (excel file) and Draft Needs Assessment	3500		3500
b. Preliminary space need requirements and site diagrams	1800 500	1800	500
c. Updated Site Evaluation Criteria	200		500 200
Conduct internal workshop to present summary memorandum and related	200		200
deliverables to key City Management - receive input	2500		2500
	8500		
Safety Hall Site Conclusions and Next Steps		į	
Based on the foregoing activities prepare potential site plan, parking layout,			
and approach to renovating and occupying Safety Hall building and adjacent			
properties as appropriate	2,500		2,500
b) Summarize subjective and objective results from Safety Hall and site	_,-20		2,000
utilization based on Needs Assessment, costs, timing, potential to achieve, etc.			
	2500		2500
	5000		
Final Deliverables			
Safety Hall occupancy and redevelopment analysis with concept drawing			
	2500		2500
Draft Report with text and graphics	3500		3500
Presentation of Report to City Management	2500		2500
	\$8,500	\$17,800	\$32,200
TOTAL BUDGET PHASE 1 A	\$50,000		
CREDIT for WORK PERFORMED	420,000	\$17,800	
		φ17,0UU	

Professional Services Agreement - Exhibit A

APPENDIX C: PHASE 1 PART B ESTIMATED TIMELINE

Re	dlands Safety Hall Phase I Part B - Budget & Timeline									
		Keese		-4.		August West	September Week	October Week	November Week	D ₁
	Implementation of Updated Needs Assessment	Contract	5 S-	ppard	NRES	1 2 3 4	1 2 2 3 4	1 3 3 4	7 3 3 4	
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3	Prepare preliminary site background for opportunity sites	+					4.2			
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F	resent to City Management the updated Site Selection and Evaluation Criteria, cluding future program requirements	+	+					(Approximate)		
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