

**SERVICES AGREEMENT
CITY ZONING CODE REWRITE SERVICES**

City of Glendale Solicitation No. RFP 19-42

This Services Agreement for City Zoning Code Rewrite Services ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Michael Baker International, Inc., a Pennsylvania corporation, authorized to do business in Arizona ("Consultant") as of the _____ day of _____, 2019 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Exhibit A, pursuant to Solicitation No. RFP 19-42 (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the Project Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with the degree of skill and diligence normally employed by providers of technical services performing the same or similar services as required by this Agreement and for completion of the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Services. Consultant will provide all Services necessary to assure the Services are completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. Schedule. The Services will be undertaken in a timely manner such that the Project is completed efficiently in accordance with the requirements set forth in this Agreement.

3. Consultant's Work.

- 3.1 Standard. Consultant must perform Services in accordance with the standards of care prevailing among consultants having similar experience with the furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

- 3.2 Licensing. Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Consultant has not been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City promptly upon being notified of any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City, provided such other standards and criteria designated by City are brought to the Consultant's attention by the City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable that was developed or prepared specifically for the Project, but not any rights of ownership of and copyrights in pre-existing elements of design or other intellectual work product prepared or developed by Consultant ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product provided by the Consultant infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$450,000 over the entire term of the Agreement as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold only those amounts necessary to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 **For Cause.** Either party may terminate this Agreement for cause if the other party fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. In the event of material breach by the Consultant, then the Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's damages claimed under this Agreement exceed amounts otherwise due to Consultant, Consultant must pay the difference to City upon demand, provided, however, that Consultant will never be subject to or liable to the City for consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable, nor will Consultant ever be subject to or liable to the City for more than the amount of this Agreement or the amounts actually paid to the Consultant, whichever is less.
- c. In the event of material breach by the City, the Consultant shall be entitled to recovery for all damages permitted under Section 6.1 of this Agreement, calculated from the date of the City's material breach, plus any direct damages to the Consultant resulting from said material breach. Consultant is not entitled to recovery for any types of damages that City is not permitted to recover under Section 6.2(b).

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Indemnification.**

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and

all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence, errors or omissions of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or

endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Reserved.**

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Michael Baker International, Inc.
c/o Kevin Kugler, AICP, Project Director
2929 N. Central Avenue, Suite 800
Phoenix, AZ 85012
Tel: 602-798-7521
Email: kkugler@mbakerintl.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o David Williams, Planning Administrator
Development Services Department
5850 W. Glendale Avenue
Glendale, Arizona 85301
Tel: 623-930-2585

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement, along with its attached exhibits, contains the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties are of equal bargaining position and had access to legal counsel for review of this Agreement, and this Agreement therefore must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term.

- 14.1 The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least sixty (60) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 14.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Consultant in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

- 15. **Dispute Resolution**. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 16. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Michael Baker International, Inc.,
a Pennsylvania corporation

By: Rich Bonelli
Its: Office Executive

EXHIBIT A

CITY ZONING CODE REWRITE SERVICES

Michael Baker International, Inc. shall perform the following required services in accordance with the Work Tasks specified in Section 5.1.

4.0 SCOPE OF WORK

The City of Glendale will produce an innovative and integrated Zoning Code by expanding upon, modifying and deleting from the existing document as necessary within the restrictions of applicable State law. The City is seeking a consultant with Arizona and national zoning experience to complete the process of rewriting the Zoning Code. City Management, the Economic Development Department, and Development Services Department support an approach that will lead to creation of an innovative, integrated and user-friendly City Zoning Code.

The revised Code shall accomplish all of the following objectives:

- 4.1.1 **An Analysis of Zoning in Glendale:** Analyze the zoning districts currently established in the Zoning Code and make recommendations on a manageable number of districts with appropriate uses for a city with the size and socio-economic characteristics of Glendale. This may involve the removal of certain zoning districts or the combination of similar zoning districts where possible. Combining districts, however, is complicated by the need to also consider how the former. Euclidian provisions of the established zoning districts will be merged with the performance-based standards of the new districts, especially given the implications of ARS 12.1132 -12.1138 (Proposition 207).
- 4.1.2 **Code Inconsistencies:** The Zoning Code and the General Plan are not always consistent, and some policies of the General Plan are not implemented by the Zoning Code. The code itself should be more consistent in terms of processes and requirements; and separates out uses that are inconsistent with one another. The code should also feature zoning nomenclature that is consistent with other municipalities.
- 4.1.3 **Generalities:** Many sections of the Zoning Code are very general in nature and do not allow the code to be implemented correctly. Is consistent with the adopted General Plan, coordinated with the General Plan, reactive to the General Plan's directives, and cognizant of anticipated amendments to the General Plan, including annexation.
- 4.1.4 **Conflicting Interpretations:** The Zoning Code can be difficult to use and interpret, especially as it pertains to Euclidian Zoning, Conditional Use Permits, Temporary Use Permits, and Variances etc.
- 4.15 **Incompatible Uses:** Some provisions of the zoning districts allow uses that are incompatible with one another and could cause hardships and detrimental effects on surrounding properties.
- 4.1.6 **Code Referencing and Integration:** Numerous amendments over the years have led to a disjointed code with a lack of internal and external cross-references. The Zoning Code also needs to be better integrated into the Municipal Code. Sections should be easy to excerpt as needed; and feature headers and footers with section numbers and revision dates.
- 4.1.7 **Unified Code Integration, Organization and Format:** Provide recommendation for potential unified code system; reorganization and reformatting of the current Zoning Code; retaining certain working sections as necessary and proposing new sections where needed. For example, the definitions should be placed either at the end of the document or at the beginning, but not located throughout the document. Similarly, required procedures and development standards should be placed logically within the document such that they are represented in a cohesive fashion which is also easy to reference. Tables for development

standards and procedural flow charts should be incorporated used frequently.

- 4.1.8 **Comprehension:** The Code should be easy to read and understand (simple language); even includes a section on "How to Use."
- 4.1.9 **Outdated Land Use Philosophies:** Most of the code is at least 30 years old, and some sections are even older. The code requires modernization, codification and improvement. The Zoning Code in its current format segregates land uses and illustrates a general lack of relevance. It fails to address new market directions and emerging trends within the planning profession and development community, such as Smart Growth and the promotion of modern mixed-use and sustainable development concepts.
- 4.1.10 **Any Necessary Re-Management of Zoning Districts:** In Glendale, some of developable property within our City limits has an approved Planned Area Development (PAD) zoning overlay. The PAD/Master Planned Development Overlays have to be retained as a part of the zoning code update process. Other areas of the City utilizing "conventional zoning" could be renamed or rezoned to allow for the least restrictive use according to the current zoning designation of the property.
- 4.1.11 **Adds Missing Sections:** The current ordinance offers no Landscape Code and is in need of a better PAD code and Special Development Standards, especially with regard to building height. The PAD code should be improved to include a preliminary and final PAD process which results in fewer delays.
- 4.1.12 **Improved Graphics:** Includes an extensive use of graphics, tables and process flowcharts to illustrate key points and minimize the amount of text; and topographic style which is easy to follow and reference.
- 4.1.13 **Formatting and Use-ability:** The new zoning code is to be formatted for ease of use and should rely heavily on graphics, diagrams and explanatory text to convey the intent of regulatory language. The zoning code must be formatted to provide flexibility to make future updates easier. Making the digital version of the document as interactive as possible, such as through the use of anchor hyperlinks in the Table of Contents, is highly desired.
- 4.1.14 **Flexibility:** A code that is easily expanded and amended in the future to respond to changing market and socio-economic conditions.

5.0 PROCESS AND DELIVERABLES

This section provides a conceptual vision of how the Zoning Code may be restructured and redrafted. Additional innovative ideas and solutions from the property owners, elected officials, city staff and citizens are to be encouraged. The following suggestions are not meant to be all-inclusive, but are a guide for the consultant to use in developing an overall plan for the implementation of the Zoning Code rewrite. The City Management staff, Council and P&Z Commission have the opportunity to distinguish themselves through the articulation of deliverables in this, and subsequent deliverables in this proposal.

It is anticipated that the scope of work for this project will be completed in two (2) phases over the course of a 16-month timeframe, including a 30-day internal review; and a 30-day external review. Once the outreach and comment period closes, recommended changes should be incorporated into a final document and another combined 30-day internal and external review period will be conducted. Ultimate acceptance of the final ordinance by the P&Z Commission and City Council is anticipated by Fall of 2020.

5.1 WORK TASKS

PHASE I: INITIAL TASK-ASSESSMENT AND PUBLIC OUTREACH

1.0 DIAGNOSE

TASK 1.1 Critical Review of Glendale Zoning Code

Benefited by our local familiarity with Glendale, we will conduct a critical probe of the existing General Plan, municipal code, zoning ordinance, subdivision procedures, zoning maps, Redevelopment District, design guidelines, and City Council Strategic Plan to enhance the productivity of the Project Immersion process identified in Task 1.3. This step is key to starting the formal project kick-off from an informed position that quickly zeros in on the most relevant elements of project goals, objectives, and issues rather than rehashing unnecessary background information.

TASK 1.2 Develop Project website

Michael Baker's project partner Urban Interactive Studio (USI) will develop a website for the project that describes the project background and goals, provides project updates, and offers a way for community members to subscribe to receive email updates about the project and provide public feedback within an industry leading graphicly rich and interactive user-interface. Through their EngagingPlans platform, USI can provide all the features and functionality requested in the Scope of Work as well as the following additional features:

- Project-Specific Branding, Content, & Links
- Interactive Events Timeline
- Document Library
- News Updates / Blog
- FAQs
- Email Subscription
- Social Media Links & Share Buttons
- Image & Multimedia Embeds & Gallery
- Idea Walls
- Discussions & Comments
- Surveys, Polls, & Instant User Results
- Content Management System
- Report Builder & Data Exports
- Comment Moderation
- Google Analytics Integration
- Help Desk

TASK 1.3 Project Immersion Process

The desired scope of work relative to the identified 16-month project timeline requires a creative approach to achieving a successful project outcome. Michael Baker proposes the implementation of an intensive two-day “Project Immersion” process, where Team members will work directly in Glendale and alongside staff and community members to gain a clear insight into the needs of the City. This immersive process helps to quickly build relationships with key project stakeholders, while also compressing necessary project tasks (that often-span months) into a more efficient and economical timeline. A preliminary schedule is as follows:

- Zoning ordinance Technical Committee (Day 1 - morning)

Comprised of City planning, engineering, transportation, and code enforcement staff as well as City attorney and City Manager’s office representatives, Michael Baker will facilitate a Zoning Ordinance Technical Committee meeting to gain an understanding on how specific City departments interact with the code and learn how the existing zoning districts; development standards, process and procedures; use guidelines, code enforcement, subdivision regulations and any other areas of interest preliminary identified during the scoping process could be improved from their perspective. The intent is to obtain City staff’s comprehensive perspective of the issues concerning the code and to identify how the Zoning Ordinance Rewrite can better assist them in their duties. Potential data resources, including documents, plans, studies, programs, etc., not previously provided, will be identified and provided by City staff following the summit.

- Management and Communication Group (Day 1 - morning)

Comprised of the City Community Development Director, Planning Manager, City communications staff and Website development staff, Michael Baker will facilitate a Management and Communication Group meeting to discuss Code update input opportunities, product rollout, response to public comment as well as identify preferred communication protocol, procedures, and templates for identified communication efforts.

- Conduct field reconnaissance (Day 1 – late morning & afternoon)

A field tour of Glendale will be conducted by City staff with Michael Baker. We will collaborate with the City to prepare an itinerary that addresses pertinent land uses, character areas, development contexts, site and building design, and other characteristics of the City that represent the identified issues to be addressed in the zoning ordinance Rewrite process. City staff will assist in planning the logistics for the tour.

- Office Hours and Key stakeholder one-on-one meetings (Day 1 – late afternoon & evening)

This “Office Hours” portion of the Project Immersion process is spent actually completing work products while in the community. Benefited from all the information obtained from the morning of Day 1, Team members will begin to draft project material, revisit key focus areas for further analysis, and follow-up with any staff members to address specific subject topics.

During this time, we have also found through the successful completion of several Zoning Ordinance update efforts that early one-on-one meetings with staff identified key stakeholders - elected officials, Planning Commission members, Committee and Commission members, select business owners and large landowners, allows for a more candid, thought provoking conversation than an initial group conversation. Therefore, Michael Baker recommends conducting a thorough stakeholder analysis that includes one-on-one interviews with up to 12 staff-identified project stakeholders. Michael Baker will review topics of interest with each stakeholder individually and identify perceived strengths and weaknesses of the zoning ordinance, their respective priorities and project objectives and issues for the Zoning Ordinance Update process.

- Advisory User Group/Stakeholder Meeting (Day 2 - morning)

We will collaborate with City staff to conduct a workshop with the Technical Advisory Group members to solicit their perception of the ordinance strengths and weaknesses; as well as their ideas, considerations and objectives for the Zoning Ordinance Update. A brief PowerPoint presentation to provide an overview of the process and project schedule highlighting key steps and milestone deliverables will be provided, followed by engaging exercises to elicit

desired feedback in an interactive and thought-provoking way. This group may be comprised of landowners, developers, homebuilders, land use attorneys, and other stakeholders confirmed by staff.

- Office Hours and Key stakeholder one-on-one meetings (Day 2 – late morning & afternoon)
- Community Open House and Workshop #1 (Day 2 - evening)

It is important to provide the Glendale community – those who are affected by policy actions – an opportunity to participate in the Zoning Ordinance Update process. There are several key goals of this kick-off community workshop. In addition to introducing the overall project to the community, the workshop will engage the community to solicit their input and desires for the update of the zoning ordinance. The information gained as part of this workshop will help to validate all of the background data obtained to this point in the process.

Due to the technical nature of the zoning code, Michael Baker has learned that zoning related community outreach efforts are most productive when detailed issues are synthesized into broader scenarios that allow community members to more easily understand and respond to. As a result, we will utilize a multi-media presentation and interactive exercises (e.g. hand held polling devices, visual preference surveys, etc.) to present different community and development scenarios and obtain community feedback. Our team will develop an agenda, sign in sheets, and produce all handouts and comment sheets to be used. We will also prepare a meeting notice and utilize traditional media to get the word out about the community workshop. The City will be responsible for any direct mail or non-traditional notification methods desired.

- Planning Commission Workshop (Date, TBD by Staff and Commission)

Michael Baker will conduct a Planning Commission Workshop to introduce the project, scope of work, process and to elicit feedback from Commission members regarding concerns and suggestions relative to the Zoning Code Update process.

Our team will prepare a draft and final memorandum that summarizes the input, key findings and priority objectives of the project immersion and issue identification process. A Word document and pdf copy of the memorandum will be provided to staff.

2.0 OUTLINE

TASK 2.1 Zoning Ordinance Analysis and Preparation of the Annotated Outline

To help inform the code writing process, Michael Baker will prepare a technical memorandum that provides a detailed analysis of the strengths and limitations of the current regulations, outlines benchmarks from comparable communities, identifies alternative concepts and “best practice” approaches, and provides a detailed outline of the new code. The summary report will include the following specific subtasks:

- This task includes a complete technical evaluation of the current code and related regulations, including but not limited to the general plan, municipal code, subdivision regulations, engineering design manual, relevant area or redevelopment plans, design guidelines, ARS provisions, and any other planning policy or regulatory documents. This includes assessing how well current regulations implement established policies, how well the regulations integrate with other ordinances and/or initiatives, and summarizing consistencies or inconsistencies.
- The zoning ordinance will be reviewed in regard to its structure, organization, clarity, ease of use (“readability”), zoning district hierarchy and inter-relatedness, development standards, procedures, definitions and general applicability. This includes assessing how well current regulations match and/or facilitate desired development patterns.
- Drawing from past experiences in crafting Zoning Ordinance Updates for municipalities, we will also evaluate the zoning ordinances of other communities in Arizona and nationwide to “benchmark” against. This best practice

review will provide insight and critical analysis of key ordinance provisions important to the City, including the areas of interest confirmed during the pre-offer conference, such as small lot development, signage, landscaping as well as topics that arise from the Project Immersion process.

- We will prepare a draft annotated outline that reflects all inputs and findings derived from the previous tasks, including the technical review and input received from the task force, Planning Commission, key project stakeholders and general public. The annotated outline will provide a preview of the draft new ordinance structure by illustrating a chapter by chapter detailed description of the entire codes contents in an outline format prior to the preparation of each individual ordinance chapter to explicitly identify the intended changes and rationale for those changes. The annotated outline will serve as the “roadmap” for the actual update process and will include:

- An overview of the structure and organization of the Code/UDC.
- Descriptions of all new or significantly revised zoning districts.
- Description of the recommended approach and commentary explaining the rationale behind there commendation.
- Notations of obsolete areas removed, and new content introduced.
- Notations of where previous code content has been included.

TASK 2.2 Review and Confirmation of Existing Code Analysis and Annotated Outline

We will meet face to face with the City Technical Committee to receive comments on the technical memorandum and annotated outline. The Michael Baker Team will incorporate suggested changes into the final annotated outline. Based on staff direction, we can also conduct a Planning Commission Update and/or Advisory User Group/Stakeholder meeting to receive comments on the draft zoning code analysis and annotated outline. Presentation material for these meetings can be used to further support staff in coordination with additional board or committee members (i.e. CBC and CRC) and other interested stakeholders. Lastly, our team will prepare the final annotated outline that incorporates comments and observations provided by staff and other stakeholders for final acceptance and completion of Phase I.

PHASE II: DRAFTING, COMMUNICATION AND ADOPTION

3.0 DRAFT

Task 3.1 Preparation Of The Discussion Draft Zoning Ordinance

This task, not surprisingly, will comprise the most significant time period of the project schedule. It is an iterative process, working from the annotated outline to more detailed code language and illustrations. The Annotated Outline will define a “roadmap” that will establish a prescribed protocol and standard procedures for the creation, and review of the draft Zoning Ordinance Update. The draft ordinance language will be based on the objectives, issues and findings of all prior Tasks. Due to the sheer volume and complexity of the information within this effort, Michael Baker recommends managing the draft ordinance development process through a series of “modules”. The Annotated Outline will define the composition of each module which will be developed incrementally and in succession based on level of importance. Though the number of modules and the sequence of review of each module are uncertain at this early stage, a preliminary number and drafting sequence of the Ordinance could consist of:

- Module 1: Zoning Districts, Development Standards & Design Guidelines

- Module 2: Specific Use Provisions & Regulations (individual use standards, accessory uses, temporary uses, etc)
- Module 3: General Development Standards (parking, landscaping, lighting, and minor subdivision procedure refinements)
- Module 4: Signage
- Module 5: Administration, General Provisions and Definitions (administration bodies, application procedures, enforcement, general rules and definitions)

In addition, each initial module draft will contain footnotes and highlights describing the rationale for new standards and procedures as well as include tables and charts to aid in describing zoning themes or concepts. In order to avoid costly rework, sample illustrations and placeholders will be used at this draft stage for the purpose of reaching agreement on style, content, and clarity.

Task 3.2 Test Mapping

After drafting each module, we will evaluate and "troubleshoot" the draft ordinance language. As part of this task, each module of the code will be "test-mapped" by applying new district regulations or standards to selected locations and/or project types within the City, including established neighborhoods of several densities and housing types, major retail/commercial districts (Heritage District, Bell Road Corridor, Westgate), and planned new neighborhood areas. Drafts will be adjusted as necessary based on the results of the test mapping process.

Task 3.3 City Staff Review And Comment Of Each Draft Ordinance Module

We will meet face to face with City Technical Committee members to introduce each draft module. For each module, staff will be provided with a hands-on introduction to new language or key focus areas of each module. For each module, staff will be provided with a digital copy for internal review and comment by all Technical Committee Members. The City's project manager will consolidate all internal staff comments into one master comment matrix form supplied by Michael Baker. We will then use the comment matrix to conduct detailed staff review meeting for each module before commencement of Task 3.4.

Task 3.4 Public Review Draft Ordinance

Following staff feedback, we suggest a series of Advisory User Group/Stakeholder, workshops are held to incrementally review those modules that are found to include the most significant code revisions or additions. It is also suggested that review material for these meetings be used by City staff to inform additional board or committee members and other interested stakeholders (i.e. CBC and CRC).. During these meetings Michael Baker will give a brief overview of identified issues, explanation and rationale used in the creation of the proposed revisions, stakeholder input and guidance received. Feedback will be taken and used in the preparation of the final Zoning Ordinance Update. A preliminary schedule of five Advisory User Group/Stakeholder (AUG)workshops would be organized as follows:

- AUG Workshop #2: Zoning District, Development Standards, Design Guidelines
- AUG Workshop #3: Specific Use Provisions
- AUG Workshop #4: Signage
- AUG Workshop #5: General Development Standards & Administration Procedures

In order to minimize changes and avoid unexpected issues raised by Planning Commission or City Council members during the formal adoption process, we suggest in addition to AUG workshops that Commission and Council Work Sessions are also held to incrementally review those modules/issues that are found to be of particular interest or focus to these decision-making bodies. This scope provides for a total of two (2) Commission and two (2) Council work sessions. These meetings should be scheduled through City staff based on Council/Commission availability.

- Community meetings / public workshops

Due to the complexities of the zoning ordinance, it has been our experience that the facilitation of multiple code specific community meetings can foster workshop “fatigue” and cause residents to lose interest in participating in the process. In the context of a technical zoning ordinance update process, those stakeholder and participants most interested in the process should be an active contributor in the prior AUG meetings. Therefore, it is our recommendation that community workshops should be held to a minimum, and only review those key issues within each module that were identified as a priority or central focus of community dialogue or debate as a result of the staff and Technical Advisory meetings.

These meetings will utilize multi-media presentations to give a brief overview of identified issues, along with explanations and the rationale used in the creation of the proposed revisions. If it is found during the Zoning Ordinance Update process that the level of zoning ordinance modifications and corresponding community participation levels necessitates more detailed discussion on specific issues (i.e. signage, small lot development, landscaping, etc.), additional “topic focused” community workshops can be scheduled. In addition to Community Meeting #1 under Task 1.4, Michael Baker recommends two additional public meetings/ open houses preliminary organized as follows:

- Community Meeting #2: Zoning Districts, Development Standards and Design Guidelines
- Community Meeting #3: Specific & General Development Standards

Beyond reviewing the code update with the general public in a community workshop, we will also work with staff to utilize additional methods for receiving public comments, such as placing draft copies of zoning ordinance material on the projects webpage and accepting online comments through the project website along with addressing traditional email inquiries submitted to staff and address walk-in questions or comments.

4.0 DELIVER

TASK 4.1 Final Codification & Zoning Map Updates

All modules will need to be packaged into a single coherent, readable and web-friendly document, with consistent format, table numbering, cross-references, and hyperlinks. At this point in the drafting process, final illustrations and graphics will also be completed and inserted into the zoning ordinance based on regulation language confirmed during Task 3.3. The complete draft will be placed on the project website for public review prior to formal review and adoption by the Commission / City Council.

The City has indicated its desire to provide a web-based code that is interactive, easy to navigate, searchable, and flexible for future text amendment efforts. Currently the City uses Municode to host the Municipal Code, which includes the Zoning Code and other relevant ordinances and codes. This application shall be maintained as the primary web-based platform.

Based on potential creation or amendment to any existing or proposed zoning districts as part of the overall Zoning Ordinance Update process as well as staff comments and redlines from Task 3.3, Michael Baker will also prepare necessary adjustments to the current GIS based, zoning map/atlas. We will supplement this map with an evaluation report to document the recommended map changes and reasoning behind those changes. All map edits will be organized and compiled in a format that is compatible with the City’s Geographic Information System.

TASK 4.2 Public Hearing & Formal Adoption

To conclude the Phase II effort, Michael Baker will provide technical support to City staff during the formal adoption process of the Zoning Ordinance Update. Team members will attend up to (2) Planning and Zoning Commission and (2) City Council work sessions/hearings to complement City staff and present specific technical aspects of the new code as well as address project related questions as part of the adoption process. Michael baker will prepare all presentation material in a format approved by City staff. Within this Task, staff will be responsible for preparing and coordinating necessary public notifications requirements relative to formal Ordinance adoption.

As part of the formal adoption process, Michael Baker also recommends preparing a simple user-guide/handbook (typically up to 10 pages) for the public that explains how to use the new zoning code. The handbook will be easy to understand with graphics and examples that demonstrate how the public can navigate the code and find answers to frequently requested information (e.g., residential setbacks, accessory uses and structures, commercial building signage, etc.). This will be posted on the project website and provided in PDF format that is internally hyperlinked for easy navigation within the handbook.

Task 4.4 Optional Owner-Initiated Requests

On an as needed basis Michael Baker will collaborate with City staff to provide technical assistance on specific project related tasks as they are further identified during the facilitation of the specified work plan. These Task may include, but are not limited to, refinement of design guidelines (Residential Design & Development Manual/Commercial & Industrial Design Guidelines), update of application and process forms, community and stakeholder outreach including Council Committee coordination, and enhanced document graphics. Work conducted under this Task shall require written authorization from the City prior to commencement of work.

EXHIBIT B

CITY ZONING CODE REWRITE SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Payment shall be as per Section 5 of the Agreement per the attached RFP Pricing page.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$450,000.

DETAILED PROJECT COMPENSATION

See attached Consultant's RFP Pricing page.