

City of Piedmont COUNCIL AGENDA REPORT

DATE: March 18, 2024

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Consulting Services Agreement with Matrix Consulting Group in an Amount Not to Exceed \$69,955 for Services to Conduct: (1) a Staffing and Organizational Assessment, and (2) a Fee Schedule Study for Piedmont's Planning & Building Department, and Authorize the City Administrator to Execute the Agreement and Approve Adjustments to the Scope of Work (CEQA Review: This action is not a "project" per CEQA Guidelines Section 15378)

RECOMMENDATION

- A. Approve a Consulting Services Agreement (Attachment 1) with Matrix Consulting Group in an Amount Not to Exceed \$69,955 for Services to Conduct: (1) a Staffing and Organizational Assessment, and (2) a Fee Schedule Study for Piedmont's Planning & Building Department.
- B. Authorize the City Administrator Execute the Agreement and to Approve Adjustments to the Scope of Work (Exhibit A to Attachment 1). .

EXECUTIVE SUMMARY

With the adoption of the Fiscal Year 2023/2024 budget, the City Council allocated \$70,000 for the cost of professional services for a staffing study and a fee study for the Planning & Building Department. An intent was to conduct the staffing/organizational study an appropriate amount of time after the launch of eTRAKiT so that its effect on workloads and process will have been established.

In addition, State law requires that fees a local jurisdiction charges be no more than the cost to provide the service. Best practices recommend that a fee study be conducted every five to ten years to determine the relationship between the cost of services provided and the fees charged for those services.

eTRAKiT, the new on-line portal for submissions of planning and building permit applications, launched in mid-December 2023. Staff issued a Request for Qualifications (RFQ) for the preparation of Staffing and Operational Analysis, and Fee Study on January 22, 2024. Matrix proposes a scope of work that comprehensively assesses current conditions of staffing, operations and fees, compares those to the City's goals and industry best practices, and provides

a final report and implementation plan. Their proposal states their support does not stop once a final report has been issued, that they are committed to working with their clients to answer questions about methodologies and applications of results well after project completion, and at no extra cost.

BACKGROUND

The Planning and Building Department has been beset by some challenges in recent years that have exacerbated some inherent staffing issues. These include the assemblage of an ad hoc electronic permit processing system with the onset of the COVID pandemic; an increase in the number of applications for building permits and a resulting backlog of applications; a multi-year project to launch an upgraded and online permit tracking system; and a significant increase in the Planning Division's workload to address new State laws and housing policy.

During the development of the City budget for FY2023/2024, the City Council recognized the immediate need to increase staffing and budgeted funds for temporary part-time staff to address capacity needs and reduce the building permit backlog. But also recognizing the Department's long-term needs the City Council allocated funds for staffing, organizational and fee studies.

DISCUSSION

On January 22, 2024, City staff issued a Request for Qualifications for the preparation of Staffing and Operational Analysis, and Fee Study (RFQ). The requested scope of services includes the following:

Staffing and Operational Analysis

The City of Piedmont is seeking statements of qualifications from interested, qualified, and experienced consultants to conduct an in-depth assessment of the Planning & Building Department's current operations and provide the following deliverables: 1) a detailed current state staffing and operational analysis; and 2) recommendations for an optimized organizational structure and workflow/business processes plans. The deliverables should include the following components at a minimum:

- a. Analysis of current state organizational structure, roles and responsibilities and business processes;
- b. Identify areas of inefficiencies, redundancies or gaps in the delivery of services;
- c. Identify key department performance metrics (e.g., permit turnaround time);
- d. Design and document new business processes;
- e. Assess organizational needs and determine new organizational structure (including full-time and part-time headcount, reporting relationships);
- f. Document clear roles and responsibilities, evaluate and balance workload across positions, reduce the "siloing" of tasks;
- g. Develop semi-annual (or annual) review process to assess department and individual performance;
- h. Review and make recommendations regarding job classifications for the Department;
- i. Identify any other possible organizational and operational process improvements;

- j. Assist the Department in identifying the external and internal factors that impact the Department's commitment to providing efficient and effective support operations; and
- k. A plan of implementation for each study recommendation with schedule, costs and responsible parties.

Fee Study

The City of Piedmont seeks services from a firm or individual to evaluate the Planning & Building Department's Fee Schedules (Fee Schedules) and recommend modifications to the Fee Schedules to the Department and the City Council. This scope will likely include the following tasks:

- a. Use the Staffing and Operational Analysis and Plan described above to gain an understanding of land development services to be provided by the Department;
- b. Review current fees and fee deposits to determine if they are sufficient to reimburse the City for the costs of services provided;
- c. Review fees to ensure they are not subsidizing the cost of providing services not related to the fees collected;
- d. Review services provided by the Department to ensure the Fee Schedules fairly and equitably reflect the current range of services provided by the Department;
- e. Evaluate the City's policies and practices related to collection of unpaid fees and collection mechanisms in the City Code;
- f. Provide legal and practical guidance on expenses that should be included or excluded from the fee calculations. Some examples of areas requiring clear guidance are expenses incurred to: update the City of Piedmont General Plan; prepare specific and other master planning documents; prepare transportation planning documents; conduct environmental review; adopt new technology; conduct GIS work; account for travel time; post notifications in the local newspaper, etc.
- g. Compare the Department's Fee Schedules and collection policies to those of comparable California cities;
- h. Make recommendations to Department of Planning & Building and to the City Council, regarding modifications to the City's Fee Schedules and strategy to implement such changes so as to mitigate impacts to permit applicants;
- i. Develop fee increase metrics that can be used by City staff for ongoing management and maintenance of the Fee Schedules to ensure the Fee Schedules are adjusted to reflect increases in cost, also known as indexed escalation; and
- j. Develop policy to address requests for fee waivers.

The City solicited responses from three firms with extensive experience and was fortunate to receive proposals from two very well qualified firms:

- Matrix Consulting Group submitting a proposal with a total cost of \$69,955.
- MGT Consulting Group submitting a proposal with a total cost of \$795,875.

The third firm chose not to submit a proposal, stating that they could not perform the staffing and fee studies for an amount less than \$66,286 each.

Staff formed an ad hoc panel to assist in the review of proposals submitted in response to the RFQ. The panel included: Rosanna Bayon Moore (City Administrator); Michael Szczech (Piedmont resident, Director of Finance); and Kevin Jackson (Director of Planning & Building).

Subsequent to the February 20th due date, both proposals were reviewed independently by the members of the review panel. The panel determined both firms were qualified and invited the firms to interviews held on February 28th. Following the interviews, staff completed reference checks for both firms. The results of those reference checks informed the panel's recommendation. While the two firms were generally experienced and capable, the review panel, for reasons detailed below, was unanimous in selecting Matrix Consulting Group to be recommended as the firm to meet the City's needs as outlined in the RFQ.

The proposal by Matrix Consulting Group, headquartered in San Mateo, CA, stood out for several reasons. Their proposal was thorough and included engagement with stakeholders (those served by the Department), a comparison of department operations to best practices, a comparative survey of fees charged by other jurisdictions, and extensive support for the presentation of the fee study report. Courtney Ramos, the overall project manager and lead analysis, has nearly 20 years of experience conducting fee and staffing analyses, and she received glowing praise from the referenced firms. In addition, the firm is based locally and available for in-person research and meetings, as needed.

The cost for the Matrix's professional services to prepare the staffing and operational analysis, and the fee study, is a not-to-exceed amount of \$69,955. The preparation of both studies is expected to take at least six months, with the fee study getting underway toward the conclusion of the staffing and operational analysis.

ENVIRONMENTAL REVIEW

Approval of this Consulting Services Agreement is not a "project" under CEQA Guidelines Section 15378, as it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect change and is not an activity that will be undertaken. Approval of the agreement authorizes Matrix Consulting Group to prepare the staffing and operational analysis, and fee study, and, therefore, is not a project under CEQA in and of itself. Further, even if approval of the agreement was a project, it would be exempt under the "common sense exemption" in CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that there is no possibility that approval of the agreement would have a significant effect on the environment.

FISCAL CONSIDERATIONS

The City Council allocated \$70,000 to this project when it adopted the FY 2023/2024 City budget. About half the work is expected to be completed by June 30, 2024. Staff will request a budget allocation and (if appropriate) a budget carryforward for FY 2024/2025 depending on the actual timing of the completion of the work.

CITY ATTORNEY REVIEW

The attached Agreement for Consultant Services was reviewed and approved as to form by the City Attorney.

CONCLUSION AND NEXT STEPS

Staff recommends that the City Council approve the Agreement for Consultant Services with Matrix Consulting Group. Should the City Council approve the agreement, staff will schedule a project kick-off meeting with the Matrix team forthwith.

Prepared by: Kevin Jackson, Director of Planning & Building

ATTACHMENTS:

Pages	
1	7-16 Agreement with Matrix Consulting Group, for services to conduct a staffing and organizational assessment, along with a fee study for Piedmont’s Planning & Building Department
17-40	Exhibit A to the Agreement – Scope of Work

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AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this 18th day of March, 2024, by and between THE CITY OF PIEDMONT, a municipal corporation (hereinafter referred to as "CITY") and Matrix Consulting Group [*a limited liability corporation*] (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CITY requires professional services in connection with the preparation of a staffing and organizational assessment, along with a fee schedule study for the City of Piedmont's Department of Planning & Building;

WHEREAS, CONSULTANT is qualified to perform such services; and

WHEREAS, CONSULTANT has agreed to provide CITY with such services on the terms and conditions set forth herein.

NOW, THEREFORE, for the considerations hereinafter set forth, CONSULTANT and CITY agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Work.** CONSULTANT agrees to furnish the services set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein (the "Services").
- 1.2. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- 1.3. **Time is of the Essence.** CONSULTANT agrees to diligently prosecute the Services. In the performance of this Agreement, time is of the essence.
- 1.4. **Professional Competence.** CONSULTANT represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. CONSULTANT represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. CONSULTANT agrees that the Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged, in the same or similar geographical area in which CONSULTANT practices its profession, and will prepare all work products required by this Agreement in accordance with such standards. CITY and CONSULTANT agree that CONSULTANT is in responsible charge of the Services and CITY shall have no control over the method or means of performance of the Services. Acceptance by CITY of the Services does not operate as a release of CONSULTANT from professional responsibility for the Services performed.

- 1.5. **Independent Contractor.** CONSULTANT is an independent contractor and not an employee of CITY. CONSULTANT expressly warrants that it will not represent that it is an employee of CITY. Persons employed or utilized by CONSULTANT in the performance of the Services will not be employees or agents of CITY. CONSULTANT is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 1.6. **Confidentiality.** CONSULTANT agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of CITY. CONSULTANT further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity, or corporation any data, information, technology, or material developed or obtained by CONSULTANT during the performance of the Services. The covenants contained in this Section 1.6 shall survive the termination of this Agreement for whatever cause.
- 1.7. **Ownership of Material.** Any reports and other material prepared by or on behalf of CONSULTANT under this Agreement (collectively, the "Documents") shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to CONSULTANT.
- 1.8. **Documentation.** CONSULTANT shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and CONSULTANT shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- 1.9. **Testimony.** CONSULTANT agrees to testify at CITY's request if litigation is brought against CITY in connection with the Services. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, CITY will compensate CONSULTANT for the preparation and the testimony at CONSULTANT's standard hourly rates.

ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** Compensation for the Services shall not exceed \$69,955 ("Cost Ceiling") without written amendment to this contract. The rates and costs shall be in accordance with Section 4, Fee Schedule, of Exhibit A, attached hereto and incorporated herein.
- 2.2. **Invoices.** CONSULTANT shall submit monthly invoices in a form satisfactory to CITY on or before the tenth day of each month for Services provided during the preceding month. CONSULTANT shall submit time and cost records as necessary to substantiate

performance of the Services. Within 35 days after receipt of each such invoice, CITY shall verify the accuracy of the invoice, correct the charges where appropriate and as discussed and mutually agreed with CONSULTANT, and make payment to CONSULTANT in an amount equal to the amount of such invoice, as verified or corrected by CITY. No payment hereunder shall be construed as evidence of acceptance of any of CONSULTANT's work. CITY reserves the right to withhold payment from CONSULTANT on account of Services not performed satisfactorily, delays in CONSULTANT's performance of Services, or other defaults hereunder. CONSULTANT shall not stop or delay performance of the Services under this Agreement on account of payment disputes with CITY.

- 2.3. **Status Reports.** Together with each monthly invoice, CONSULTANT shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. CONSULTANT shall notify CITY in writing when payments have reached 90 percent of the Cost Ceiling.
- 2.4. **Withholding.** In lieu of holding retention, CITY shall withhold CONSULTANT's final payment until the Services are complete and CITY has received all Documents. CONSULTANT shall diligently continue and complete performance of the Services if the Services are not complete at the time CONSULTANT has performed services up to the Cost Ceiling.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). CONSULTANT agrees to complete all services by December 31, 2024.
- 3.2. **Termination.** This Agreement may be terminated at any time by CITY upon written notice to CONSULTANT.
- 3.3. **Final Payment.** CONSULTANT shall be entitled to compensation for Services performed up to the time of such termination, it being understood that any payments are full compensation for the Services rendered under this Agreement.
- 3.4. **Other Remedies.** Nothing in this Article 3 shall be deemed to limit the respective rights of the parties to terminate this Agreement for cause or otherwise to exercise any rights or pursue any remedies which may accrue to them.

ARTICLE 4 - DESIGNATED CONTACTS

- 4.1. **CITY Contact.** CITY designates Kevin Jackson, its Director of Planning & Building, as its contact who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between CITY and CONSULTANT. In the event CITY wishes to make a change in CITY's representative, CITY will notify CONSULTANT of the change in writing.

- 4.2. **CONSULTANT Contact.** CONSULTANT designates Courtney Ramos as its contact, who shall have immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Any change in CONSULTANT's designated contact shall be subject to written approval by CITY.

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

- 5.1. **Indemnification.** CONSULTANT shall, to the fullest extent allowed by law, with respect to claims, liability, loss, damage, costs, or expenses, including reasonable attorney's and expert witness fees, awards, fines, penalties, or judgments, arising out of or relating to the Services (collectively "Claims"), defend, indemnify, and hold harmless CITY, its Officials, officers, employees and agents (the "CITY Parties"), except to the extent the Claims are attributable to CITY Parties' gross negligence or willful misconduct. CONSULTANT shall defend the CITY Parties as required by California Civil Code Section 2778, and with counsel reasonably acceptable to those parties. CONSULTANT shall have no right to seek reimbursement from the CITY Parties for the costs of defense.

If CONSULTANT is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

The obligations contained in this Section 5.1 shall survive the termination of this Agreement for whatever cause for the full period of time allowed by law and shall not in any way be limited by the insurance requirements of this Agreement.

- 5.2. **Health and Safety.** CONSULTANT may perform part of the Services at sites which contain unknown working conditions and contaminated materials. CONSULTANT shall be solely responsible for the health and safety of CONSULTANT's employees during the performance of the Services.
- 5.3. **Insurance.** CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency shall procure, provide and maintain at all times during the performance of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII.
- A. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned, leased, passenger or commercial automobile at a minimum amount of \$2,000,000 combined single limit and \$4,000,000 aggregate. Coverage shall apply to hired and non-owned autos.
 - B. Commercial General Liability Insurance. Commercial General Liability

Insurance, with limits providing a minimum amount of \$1,000,000 combined single limit coverage for each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance shall cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by CONSULTANT in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.

- C. Professional Liability Insurance. Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency in connection with this Agreement, at a minimum amount of \$1,000,000 combined single limit coverage and \$2,000,000 aggregate, on a "claims made basis" with a continuation of coverage extension for liabilities for two years from the date the Services are substantially complete. Such professional liability policies shall include coverage for liability assumed by the CONSULTANT under this Agreement.
- D. Workers Compensation Insurance. Workers Compensation insurance, occupational disease insurance and employer's liability insurance shall be required with minimum limits as required by law, covering all workplaces involved in this Agreement.
- E. Policy Terms. Concurrently with execution of this Agreement, CONSULTANT shall provide CITY with Certificates of Insurance evidencing that CONSULTANT has obtained or maintains the insurance required by this Section 5.3. The Certificates shall be on forms acceptable to CITY. CONSULTANT shall also furnish CITY with original endorsements with the following documentation:
- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification thereof from CONSULTANT by United States mail;
 - Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement);
 - Excepting CONSULTANT'S professional liability insurance, naming CITY, its City Council, boards, commissions, committees, officers, employees and agents as additional insureds ("Additional Insureds"); and
 - Providing that for any claims relating to CONSULTANT's services hereunder, CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, its City Council, boards, commissions, committees, officers, employees and agents, and that any insurance or self-insurance maintained by CITY for itself, its City Council, boards, commissions, committees, officers,

employees and agents shall be in excess of CONSULTANT's insurance and shall not be contributory with it.

- It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the Additional Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

F. Material Breach. If CONSULTANT fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, CITY may purchase the required insurance coverage, and without further notice to CONSULTANT, may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance. These remedies shall be in addition to any other remedies available to CITY.

ARTICLE 6 - NOTICES

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by facsimile or reputable overnight courier and shall be deemed received upon the earlier of: (1) if personally delivered, the date of delivery to the address of the person to receive such notice; (2) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; (3) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time; or (4) if sent electronically, the date of delivery on the confirmed read receipt. Notice of change of address shall be given by written notice in the manner described in this Article 6. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to CITY: Rosanna Bayon Moore City Administrator
120 Vista Avenue
Piedmont, CA 94611
Phone: (510) 420-3040
Facsimile: (510) 653-8272
Email: rbayonmoore@piedmont.ca.gov

If to CONSULTANT: Richard Brady, President
1650 S. Amphlett Blvd, Suite 213
San Mateo, CA 94022
Phone: (650) 858-0507

Email: rbrady@matrixcg.net

ARTICLE 7 - MISCELLANEOUS

- 7.1. **Conflict of Interest Prohibition.** CITY and CONSULTANT will comply with the requirements of the CITY's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. CONSULTANT may be required to file with the CITY Clerk a completed Form 700 before commencing performance of the Services unless the CITY Clerk determines that completion of a Form 700 is not required, pursuant to CITY's Conflict of Interest Code. Form 700 forms are available from the CITY Clerk.

CONSULTANT may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to CONSULTANT's obligations pursuant to this Agreement. CONSULTANT agrees to cooperate fully with CITY and to provide any necessary and appropriate information requested by CITY or any authorized representative concerning potential conflicts of interest or prohibitions concerning CONSULTANT's obligations pursuant to this Agreement.

CONSULTANT may not employ any CITY official, officer or employee in the performance of the Services, nor may any official, officer or employee of CITY have any financial interest in this Agreement that would violate California Government Code §1090 et seq. CONSULTANT hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of CITY. If CONSULTANT was an employee, agent, appointee, or official of CITY in the previous twelve months, CONSULTANT warrants that it did not participate in any manner in the forming of this Agreement. CONSULTANT understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and CONSULTANT will not be entitled to any compensation for CONSULTANT's performance of the Services, including reimbursement of expenses, and CONSULTANT will be required to reimburse CITY for any sums paid to CONSULTANT under this Agreement. CONSULTANT understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by CONSULTANT of the requirements of this provision will constitute a material breach of this Agreement, and the CITY reserves all its rights and remedies at law and equity concerning any such violations.

- 7.2. **Subcontracting.** CONSULTANT may subcontract portions of the Services upon the prior written approval of CITY. CONSULTANT will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of CONSULTANT and CITY. CONSULTANT's subcontractors agree to

be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under the Agreement. CONSULTANT's subcontractors further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the CITY indemnity and insurance provisions will be furnished to CONSULTANT's subcontractors upon request.

- 7.3. **Entire Agreement.** This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by an amendment in writing signed by each party.
- 7.4. **No Assignment.** The Services are deemed unique and neither party shall assign, transfer, subcontract or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of the other party. As limited by this Section 7.2, this Agreement is to be binding on the successors and assigns of the parties hereto.
- 7.5. **Severability.** If any part of this Agreement is determined to be unconstitutional, invalid or beyond the authority of either party, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 7.6. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts shall have the same effect as if signed in one document.
- 7.7. **Choice of Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in San Mateo County, California.
- 7.8. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other further breach.
- 7.9. **Mediation.** In the event the parties are unable to resolve a dispute arising under this Agreement through good faith negotiations, the parties agree to submit the matter to mediation with a mutually agreeable mediator. Prior to the mediation, the parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.
- 7.10. **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief

to which that party may be entitled.

- 7.11. **Interpretation.** In the event this Agreement is ever construed in any dispute between the parties, it and each of its provisions shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.
- 7.12. **Authority.** Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.
- 7.13. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the CITY or CONSULTANT. CONSULTANT's Services hereunder are being performed solely for the benefit of CITY. CITY shall be an express third-party beneficiary of all contracts between CONSULTANT and any subcontractors or subconsultants in connection with any services performed in connection with, or in furtherance of, this Agreement.

* * *

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF PIEDMONT

By: _____
Rosanna Bayon Moore, City Administrator

Date: _____

CONSULTANT

By: _____
Richard Brady, President

Date: _____

Attest

By: _____
Anna Brown, City Clerk

Approved As To Form

By: _____
Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

Proposal to Conduct a Staffing and Organizational Assessment and Fee Study

PIEDMONT, CALIFORNIA

February 20, 2024



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February 20, 2024

Kevin Jackson, AICP
Director of Planning and Building
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

Dear Mr. Jackson:

The Matrix Consulting Group, Ltd. is pleased to present our proposal to provide a staffing and organizational assessment, along with a fee schedule study for the City of Piedmont. Our proposal is based on our review of the Request for Proposals, our research on the City's development review and permitting operations, and our extensive experience analyzing other similar operations and fee schedules in the greater Bay Area.

We propose a highly qualified team with significant experience evaluating building and planning operations and supporting fee schedules. The assessment of development operations and fee schedules are two primary business practices with our firm. We have two dedicated teams in these areas who have worked together on many similar engagements recently.

Since our founding in 2003 and Bay Area-based, we have completed over 200 dedicated studies to the planning and building functions. With over 50 of studies for California municipalities. Additionally, we have evaluated these operations as part of city-wide studies on nearly 100 projects. Our Financial Services team has completed over 250 user fee / development fee schedule studies. We have completed dozens of fee studies in the Bay Area. Recently we have completed organizational assessments and/or fee studies for Cupertino, Menlo Park, Milpitas, Mountain View, Redwood City as well as many others in California and across the country.

This significant experience and dedicated practice areas that includes former local government planning and development managers, provides a level of understanding that sets the Matrix Consulting Group apart from other firms. Our project experience individually and as a team is unparalleled in the industry.

The following outlines our key project team members:

- Courtney Ramos will serve as the overall project manager and the lead analyst for the fee study. She is a Senior Vice President and Chief Financial Officer of the company and is based in our San Mateo Headquarters.

- Aaron Baggarly, AICP lead our development review practice and will be the lead analyst on the staffing and organizational assessment.
- Allyson Brekke, AICP will be a senior analyst on the staffing and organizational assessment.
- Joe McDonald will be tasked with process diagramming, workload analysis, and stakeholder survey components of the staffing and organizational assessment.
- Madison Dixon will be a senior analyst on the fee study component of the study.
- Abnash Minhas will serve as an analyst for the fee study.

We acknowledge receipt of one addendum.

Courtney will serve as the primary point of contact for this study. She can be reached at cramos@matrixcg.net, by phone at 650-380-6672. Her mailing address is 1650 S. Amphlett Blvd, Suite 213 San Mateo, CA 94402.

We look to the opportunity to continue our relationship with Piedmont – We recently begin a study for the Piedmont Police Department.



Richard Brady, President
Matrix Consulting Group, Ltd.

1. Project Approach and Task Plan

This section will provide an overview of our proposed task plan and deliverables for the staffing and organizational assessment and the fee study.

Task Plan for the Staffing and Organizational Assessment

This scope will provide a comprehensive staffing, process, and organizational assessment of the Planning and Building Department.

Task 1 | Project Kickoff and Current State Assessment

To evaluate the Department's operations and processes, we need to develop an in-depth understanding of the key issues impacting and shaping service requirements. We will conduct staff, management, and City leadership interviews to understand the operational approaches for the provision of services. Upon completion of these interviews, we will develop a detailed description of the services provided by the Department. Our focus will be on how services are delivered, staffed, managed, as well as the cost associated with delivery of those services. The development of this detailed description will be based on interviews as well as on the collection of operating information and data, including the diagramming of current processes.

Deliverable	Current state assessment of the Planning & Building Department.
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Task 2 | Document and Evaluate Primary Business Processes

With a focus on streamlining processes and operations, we will diagram the Department's primary development review, permitting, and inspection processes. We will evaluate the current processes and determine opportunities to improve operational efficiencies and collaboration. This will result in the development of "to be" process diagrams. This analysis and proposed process diagrams will be accompanied by analysis and narrative.

Deliverable	Development of "as is" and "to be" business process diagrams.
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Task 3 | Assess Stakeholder Satisfaction with Development Processes

To ensure that the project team has a good understanding of the customer's perspective of the development review process provided by the City, we will conduct both an online stakeholder survey and three online focus group meetings with prior customers and local professional organizations.

Deliverable	Analysis of the stakeholder online survey and focus group discussions.
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Task 4 | Compare Department Operations to Best Practices.

The purpose of this task is to evaluate the services provided by the City related to permitting processes, organization, staffing, and operational activities in the context of best management practices in the profession. When conducting the best management practices assessment, each operational area would be assessed against unique management practices. The best practice assessment will include the identification of areas where the City currently meets or exceeds the best practice. More importantly, the analysis will identify areas where current gaps and shortcomings exist and therefore present opportunities for improvement of existing operations.

Deliverable	A comprehensive best practices assessment.
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Task 5 | Evaluate Operations, Service Levels, Customer Information, Technology, Staffing and Organizational Needs.

This task involves an evaluation of workload, staff utilization, work practices, technology use, service levels, and organizational structure related to Department's processes. Some of the key analysis includes:

- Evaluate the adequacy and efficiency of permitting practices to ensure applicants are successful in receiving their permits and inspections in a timely manner.
- Analyze response and review timeliness and identify key performance indicators.
- Evaluate policies, procedures, training programs, and public resources availability.
- Assess how the permitting functions are allocated and organized.
- Review technology systems and the impact on process and staffing needs.
- Evaluate alternative service delivery models to address permitting, inspection, staffing (internal and contracted) and technology needs.

At the conclusion of this task, we will have evaluated all aspects of the permitting process including operational practices, service levels, workflows, technology, and work activities to identify improvement opportunities and resource needs.

Deliverable	Summary of improvement opportunities, adjustments in work practices, technology, organizational structure, workload, and staffing analysis.
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Task 6 | Develop a Draft and Final Report and Implementation Plan.

Once the work tasks noted above have been completed, our analysis, findings, and conclusions will be documented and reviewed with City staff through a draft report. We will update the draft report and develop an implementation plan in conjunction with the steering committee. We will present the final report and implementation plan to Council.

Deliverable	Final Report and implementation plan and City Council presentation.
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Task Plan for the Fee Study

The following tasks provide an overview of the steps needed for the fee study.

Task 7 | Data Collection, Study Objectives and Project Schedule

Before any initial meetings, the Matrix Consulting Group will provide the Department with a list of initial data requirements for the study. This will allow our project team to review this information thoroughly in preparation for initial discussions with staff.

Once the data has been collected, the project team will then meet with designated Departmental staff to discuss any issues identified by the project team, as well as to clarify any existing concerns held by the Department regarding current fee methodologies. At the culmination of the meeting, the project team and the designated City staff will leave with a greater understanding of the overall approach and methodology that the project team will use to conduct the User Fee study.

Deliverable	Data collection list and updated project schedule.
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Task 8 | Develop a Schedule of Current and Potential Fees for Service

We will work with staff to review their current fee schedules in line-item detail. This conversation will focus on renaming, eliminating, adding, expanding, or condensing any fees, as well as modifying the basis upon which fees are assessed (e.g., valuation, flat fee, deposit-based, etc.). This meeting occurs first to ensure that any major proposed structural changes are captured before collecting time estimate information or developing draft fee results. However, there is the ability to make future adjustments.

Deliverable	Proposed Fee Structure(s)
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Task 9 | Conduct Time Data Gathering Workshops

The project team will conduct workshops to gather time estimates for each service included in the study, interview key personnel from each department, and analyze the various activities. Basic process steps in application/permit processing will be

documented and provided in detail for each department represented involved the process. The project team will conduct multiple time estimate workshop(s) for each department and staff will be provided the opportunity for edits on time estimates.

Deliverable	Time Estimate Workbook(s)
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Task 10 | Develop Fully Burdened Hourly Rates

Based on the City's staffing and budget information (and proposed staffing changes), the project team will calculate fully burdened hourly rates, including direct and indirect costs. Direct costs include salaries, benefits, productive hours, and indirect costs include overhead support in terms of operating supplies as well as managerial support, as well as citywide overhead support from attorney, IT, finance, human resources, etc.

Deliverable	Fully Burdened Hourly Rates
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Task 11 | Perform Total Cost Analysis

Our costing model is a "bottom-up" approach, the most defensible methodology for calculating user fees. The methodology utilizes the time assumption per position and multiplies it by the fully burdened rate to generate the full cost. The Department will obtain detailed information regarding cost recovery surpluses and deficits on both a detailed (per unit) and global (annualized) level, as well as an understanding of cost components for each service.

Deliverable	Per Unit and Annual Fee Study Results
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Task 12 | Conduct a Comparative Survey

We will work with the City to identify jurisdictions in the East Bay to conduct a comparative survey based on fee scenarios for each department to be compared to other jurisdictions. We will graphically represent the comparative analyses, and provide contextual information such as population size, budget, staffing, last time fee study was done, last fee schedule update, and any fee collection practices. As surveys do not provide adequate information about the relationship between a jurisdiction's costs and its fees, these steps ensure we provide the City with the most amount of information.

Deliverable	Comparative Graphs (included in Draft Report)
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Task 13 | Review / Revise Fee Study Results

Because the analysis of fees for service is based on estimates and information provided by Department staff, it is extremely important that all participants are comfortable with

our methodology and with the data they have provided. We will work with staff to incorporate any revisions or changes.

Deliverable	Revised Draft Results
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Task 14 | Prepare a Draft User Fee Study Report

Upon conclusion of the fee study, we will prepare a detailed report summarizing the results of each of the previous work tasks described above. This report will include an executive summary, methodology, legal framework, and overall results of the analysis, including the comparative survey. The draft report will be provided for City comments.

Deliverable	Draft Fee Study Report
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Task 15 | Finalize Fee Study Report

Any edits or revisions to the draft user fee study report will be incorporated into the finalized fee study report. This finalized fee study report will include all elements of the draft fee study report and any additional cost recovery considerations and policy considerations for the City Council's review.

Deliverable	Final Fee Study Report
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Task 16 | Present the Final Report to Key Stakeholders

The presentation of results to City officials and/or stakeholders is critical to the success of the overall engagement. Because the study's product is often controversial, this final step's objective is to present a succinct summary that provides decision-makers with key information. We will attend and present the Study at three Committee / Council meetings.

Deliverable	Fee Study Presentation
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Task 17 | Implementation and Future Support

The Matrix Consulting Group is committed to helping our clients not only develop accurate and defensible cost allocation and cost of service methodologies but also to ensure that they are able to implement the results of these studies appropriately. Our project team will work with City staff to facilitate an understanding of the results of each analysis and how to incorporate those results into budget and policy documents, informational handouts, and other City materials.

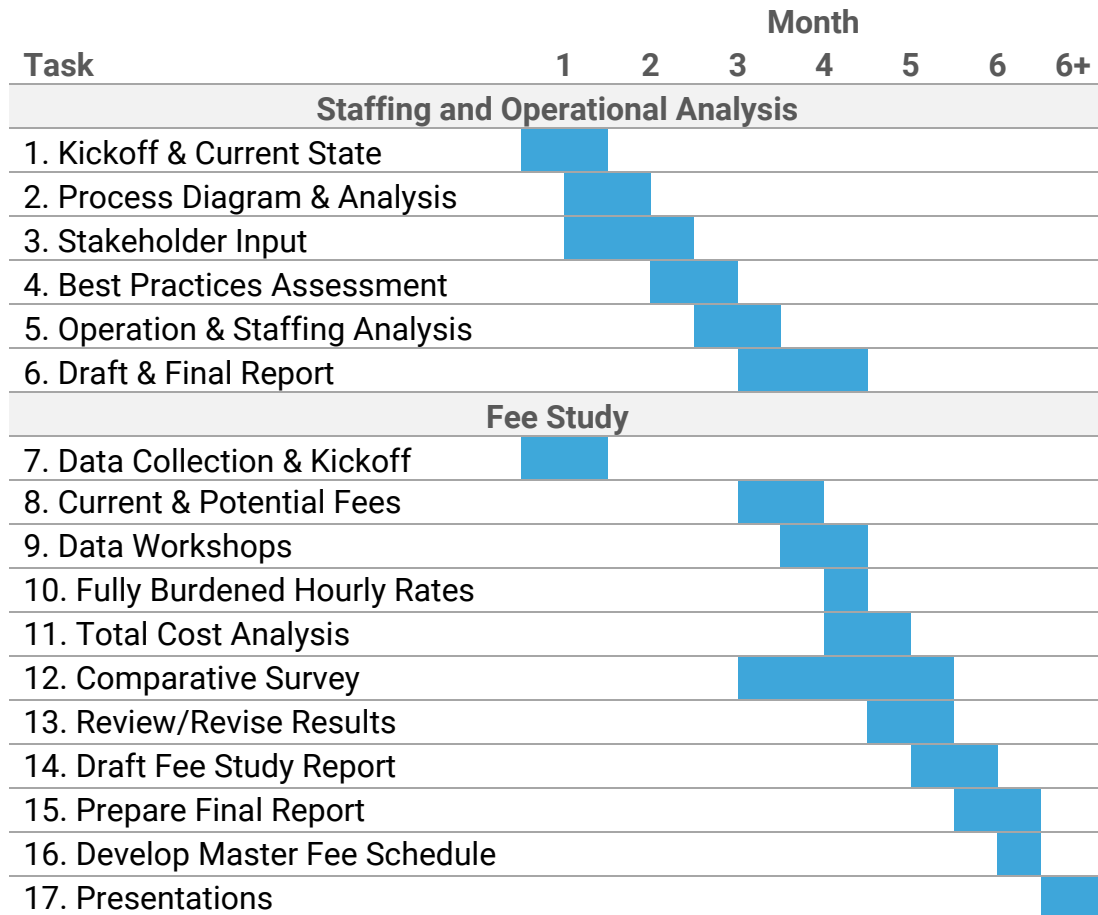
Our Client support does not stop once a final report has been issued. We understand that questions can arise about the development of a study well after project completion and

are committed to working with our clients to answer any questions about methodologies and applications of results. This support is provided to our clients at no extra cost.

Project Schedule

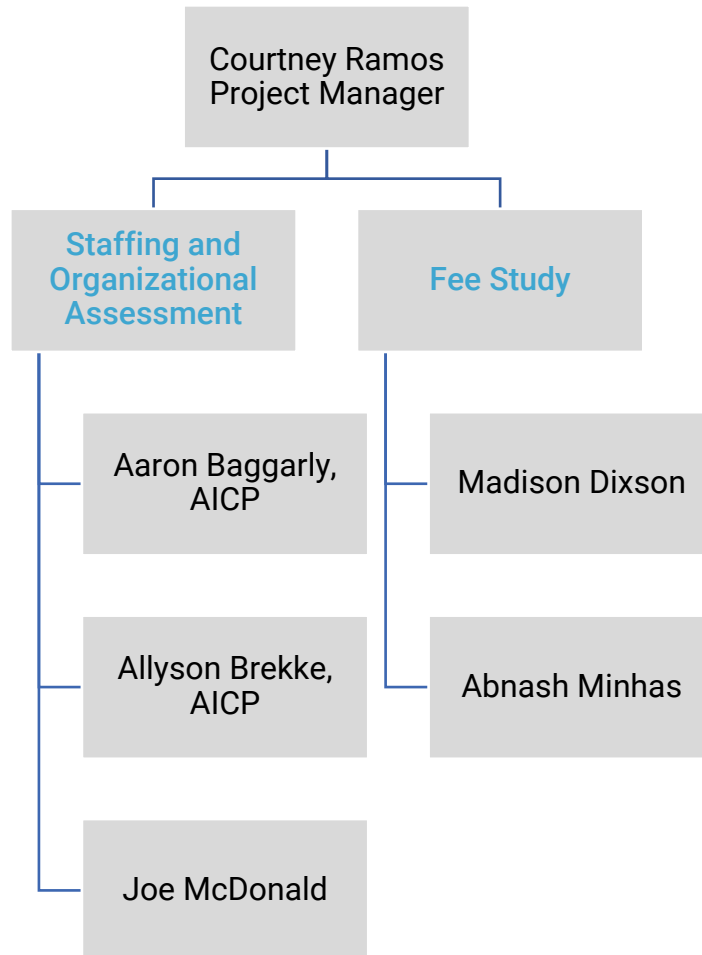
We propose to conduct this engagement over a six month time frame with the staffing and organizational study taking three months for completion. The fee schedule update will take approximately four months to complete. The end of the organizational study will overlap with the initiation and due diligence phase of the fee schedule. We are happy to discuss alternative approaches to the schedule to best meet the needs of the City.

Below is an outline of our proposed project schedule.



2. Project Team

For this engagement, we separate teams for the staffing and operational analysis and fee study components. The overall project will be led by Courtney Ramos, who will also lead the fee study. The following graphic outlines our proposed project team.



The following pages include resumes for our project team.

COURTNEY RAMOS

SENIOR VICE PRESIDENT / CHIEF FINANCIAL OFFICER

Courtney Ramos is our Financial Services Practice Leader, who oversees cost allocation plan, user fee, development impact fee, and cost of service engagements. Her tenure with the firm has also included participation in operational audit engagements focusing on reviewing organizational and staffing structures to enhance services.

Courtney's relevant experience include:

- Completed over 250 cost of service studies for clients across the United States.
- Analysis focuses on development and documentation of direct and indirect costs, fair and equitable allocation methodologies, and defensible results.
- Expertise also includes development of fiscal policies and procedures relating to cost of service and cost recovery.

Experience Highlights

Daly City, CA: Courtney served as the project executive and project manager on this engagement which determined the overhead allocation and full cost of providing city fee-based services. Key analysis included:

- Identifying services provided by City staff, including documenting services, and service levels.
- Ensuring fair and equitable allocations of support services.
- Determining appropriate time estimates and cost calculations for fee-based services.
- Worked with staff to ensure understanding of methodologies, and how to implement results.

Milpitas, CA: This study looked at determining the full cost associated with Development Services functions including Planning, Building, Engineering, and Fire Services. Key analysis included:

- Developing fully burdened hourly rates that accounted for divisional and citywide overhead.
- Documenting appropriate time estimates for permit and application services.
- Presenting results to key internal and external stakeholders to ensure understanding of results.

Role on This Engagement:

Courtney will serve as the project manager and be the lead analyst on the fee schedule.

Relevant CA Clients:

Citrus Heights
Cupertino
Daly City
Dixon
Elk Grove
Fairfield
Humboldt County
Livermore
Long Beach
Manhattan Beach
Orange
Pacific Grove
Redwood City
San Bernardino County
San Pablo
San Mateo
Santa Clara
Santa Clara County
Sonoma County
South San Francisco
Stanislaus County
Sunnyvale
Vacaville
Winters
Willits

Years of Experience: 18

Education:

A.A. Administration of Justice, A.A. Sociology
Santa Barbara City College (CA).

Professional Association / Certification:

Government Finance
Officers Association
California Society of
Municipal Finance Officers

AARON BAGGARLY, AICP

VICE PRESIDENT, MATRIX CONSULTING GROUP

Aaron Baggarly is the Matrix Consulting Group's lead analyst on development review, permitting, and inspection related engagements. Aaron most recently worked for the City of Stillwater, OK as the Planning Manager and oversaw planning and development activities, and prior to that worked for another planning firm. Highlights include:

- Completed over 120 studies for local government entities.
- Analysis focuses on process studies for planning, building, and code enforcement activities, organizational review, and process evaluation and reengineering.
- Performed data and workload analysis, needs assessments, visioning, organizational and staffing assessments, public engagement, and best management practices evaluation.
- Serves on his local Board of Adjustment.

Experience Highlights

Ventura, CA: Aaron led the firm's efforts on this engagement to evaluate the City's development review, permitting, and inspection processes. Key findings and recommendations included:

- Develop a comprehensive development guide and an online one-stop shop to provide guidance to customers and citizens regarding the development review process.
- Identification of chokepoints in the application review process, including appointed or elected bodies overreaching their authority.
- Revise the approach to internal development review committees to increase collaboration between review entities and for greater understanding of individual roles in the process.
- Outlined a development review matrix to clearly identify permit types and various roles and responsibilities for each permit type.

Mountain View, CA: Aaron was the lead analyst on this engagement to evaluate the City's development review, permitting, and inspection processes. Key findings and recommendations included:

- A new permitting software system would improve process efficiency and collaboration between functional review teams.
- Augment the Project Coordinating Committee approach to focus on application review.
- Standardized applications, comments, and staff report templates.
- Use checklists and standard design criteria in Engineering.

Project Role: Aaron will serve as the lead analyst on the staffing and organizational assessment.

Relevant Clients:

CA	Menlo Park
CA	Milpitas
CA	Mountain View
CA	Napa County
CA	Redwood City
CA	Riverside
CA	Rocklin
CA	Ventura
FL	Miami Beach
FL	Fort Myers
GA	East Point
MA	Boston
NC	Rowan County
NY	Mamaroneck
OR	Forest Grove
TN	Knoxville
TX	Flower Mound
TX	Fort Worth
TX	Prosper
VA	Blacksburg
VT	Burlington
WA	Everett
WI	Waukesha County

Years of Experience: 15

Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

Professional Association:

American Institute of Certified Planners (AICP)
American Planning Association

ALLYSON BREKKE, AICP

MANAGER, MATRIX CONSULTING GROUP

Allyson Brekke focuses on the Community Development Services practice area, with specialty knowledge in Town and Gown Relations, Historic Preservation, Economic Development, Cultural Resources, and Strategic Planning.

Prior to joining Matrix, Allyson served as Deputy Planning Director for Gallatin County, Montana and Director of Community and Economic Development for Port Angeles, Washington. While serving on the director team in Port Angeles, she worked closely with the City Council to create and update the City's two-year strategic plan which was adopted successfully. Her local government experience includes:

- Strategic planning, capital plan updates, budget and work plan development, development review efficiencies and best practices analysis.
- Long-range planning efforts for environmental protection, comprehensive plans and housing needs.
- Organization and operation development and coordination of intergovernmental policies, programs, and operations.
- Community outreach facilitation and neighborhood planning.

Experience Highlights

Gallatin County, MT: Allyson directed and oversaw development review operations for Gallatin County's Community Development Department, one of Montana's fastest growing counties.

- Administered planning and zoning regulations with the primary goal of improving and streamlining local government operations.
- Developed the Department's workplan for Commission adoption.

Port Angeles, WA: Allyson planned, directed, and administered a comprehensive department program for all City of Port Angeles community and economic development matters - planning, zoning, building, code enforcement and cultural resources.

- Assisted the City Council in its adoption of an instrumental two-year strategic plan.
- Coordinated the first ever Housing Needs Assessment by bringing together the community's various stakeholders to develop the City's first Housing Action Plan.
- Supported City economic development efforts by facilitating commercial façade rehabilitation, infrastructure improvements and low-income housing through the CDBG program.

Project Role: Allyson will serve as an analyst on the staffing and organizational analysis.

Relevant Clients:

CA	El Monte
IL	Champaign
MA	Boston
MI	Royal Oak
MO	Jefferson City
NJ	Paterson
SC	Columbia

Years of Experience: 20

Education:

MCP, University of Pennsylvania, City Planning

BA, University of Mary Washington, Historic Preservation

Professional Association:

Graduate of Northwest Women's Leadership Academy

American Institute of Certified Planners (AICP)

Study Certificate in Town and Gown Relations

JOE MCDONALD

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

Joe McDonald has served as an analyst on a wide variety of engagements, ranging from community development departments to municipal airports. Joe assists in developing client surveys, documenting current and future workflows, and assists senior staff in conducting interviews, performing data analysis, and preparing client deliverables.

Experience Highlights

Clearwater, FL: The Matrix Consulting Group was engaged by the City of Clearwater, FL to perform a business process study of its Planning and Development Department. On the project, he:

- Administered and analyzed the results of both a community and an employee survey. Assisted in moderating focus groups with individuals that were well-acquainted with the City's development processes (developers, lawyers, etc.).
- Worked with City staff to develop workflow diagrams that represent the Department's key processes (permit applications, zoning approvals, etc.). Information from these diagrams were leveraged by the project team to make recommendations on how to best optimize processes.

Rocklin, CA: As part of the assessment of the Community Development and Public Services Department organizational assessment, Joe supported senior project team members in the following areas:

- Facilitated the process mapping workshops to document development review, permitting, and inspection processes.
- Responsible for the customer survey outreach and analysis. Identified key strengths and challenges with the current operational approaches.
- Conducted a comparative survey with eight peer communities to understand their organizational structure, staffing approaches, and technology utilization.

Project Role: Joe will be responsible for process documentation, data analysis and stakeholder surveys.

Relevant Clients:

CA	Rocklin
CA	San Bernardino Co
CA	San Dimas
CO	Greeley
FL	Clearwater
FL	Dunedin
FL	Naples
FL	St. Petersburg
IA	Cedar Rapids
NV	Henderson
TN	Knoxville
WA	Snohomish Co.
WV	WVU

Years of Experience: 2

Education:

BA – Professional and Technical Communications, University of South Florida

Professional Association:

Florida City County Managers Association (FCCMA)

Engaging Local Government Leaders (ELGL)

Society for Technical Communications (STC)

MADISON DIXSON

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

Madison Dixon is an analyst on cost allocation plan, user fee, development impact fee, and cost of service engagements.

Madison's relevant experience include:

- Completed over 50 cost of service studies for clients across the United States.
- Analysis focuses on comparative review of services and fee levels.
- Expertise also includes narrative analysis of cost of service studies.

Experience Highlights

Cupertino, CA: Madison served as a project analyst on this engagement. She worked with the project team to review and input data into cost plan models to develop an OMB Compliant Cost Plan.

Glendale, CA: Madison supported our senior team members in collection, analysis, and distillation of allocation metrics for input into the Citywide fee model. This ensured accurate development of fee results, as well as clear backup documentation for the City.

Mountain View, CA: Madison worked as a project analyst, participating in interviews discussing support areas, reviewing and compiling agenda statistic information, and developing a fee report to describe the services being costed.

Calimesa, CA: Madison worked as the lead project analyst, participating in interviews, collecting and reviewing data, and developing draft results for the both the cost allocation plan and user fee studies.

Role on This Engagement:

Madison will serve as the Lead Analyst on this engagement, collecting and reviewing data, inputting data into analytical models, and producing final results.

Relevant CA Clients:

Adelanto
Burbank
Calimesa
Chula Vista
Cupertino
Dublin
Glendale
Los Altos
Malibu
Manhattan Beach
Menifee
Pacific Grove
Pomona
Redlands
Rolling Hills Estate
San Bernardino
San Diego APCD
South San Francisco
Sunnyvale

Years of Experience: 3

Education:

B.A., University of
California, Irvine,
Anthropology

Professional Association / Certification:

California Society of
Municipal Finance Officers
Revenue Enhancement
Best Practices

ABNASH MINHAS

CONSULTANT, MATRIX CONSULTING GROUP

Abnash Minhas is an analyst on cost allocation plan, user fee, development impact fee, and cost of service engagements.

Abnash's relevant experience include:

- Completed over 20 cost of service studies for clients across the United States.
- Analysis focuses on data analysis of metrics.
- Expertise also includes narrative analysis of cost-of-service studies.

Experience Highlights

Burlingame, CA: Abnash is currently supporting the project team on this engagement. She is responsible for updating data and conduct comparative analyses for the fee study.

Redlands, CA: Abnash worked as a project analyst, participating in comparative analyses, and putting together workbooks for city staff review.

Malibu, CA: Abnash is currently assisting on a project for the City of Malibu, working on gathering comparative information, calculating hourly rates, and inputting data into models.

Role on This Engagement:

Abnash will serve as an Analyst on this engagement, collecting data, inputting data into analytical models, and assisting with development of reports.

Relevant Clients:

Burlingame
Calimesa
Chula Vista
Glendale
Los Altos
Malibu
Pacific Grove
Pomona
Redlands
Redwood City
San Mateo
San Ramon
Sonoma Fire
South San Francisco

Years of Experience: 1

Education:

B.A., University of
California – San Diego,
Economics

Professional Association / Certification:

Revenue Enhancement
Best Practices

3. Project Examples and References

The Matrix Consulting Group has significant experience in conducting staffing and operational analysis of Planning and Building Departments and conduct cost of service / user fee schedule development. This section of our proposal will highlight our experience and provide references for similar projects.

Staffing and Organizational Assessment Experience and References

The Matrix Consulting Group has extensive experience conducting reviews of development review, permitting, and inspection operations. We have conducted over 200 studies focusing specifically on development review functions and over 100 organization-wide studies for local government. Recent clients include:

Blacksburg, Virginia	Forest Grove, Oregon	Mountain View, California
Boston, Massachusetts	Fort Worth, Texas	Napa County, California
Beverly Hills, California	Greeley, Colorado	Prosper, Texas
Burlington, Vermont	Gwinnett County, Georgia	Redwood City, California
Clearwater, Florida	Kissimmee, Florida	Richland, Washington
Cupertino, California	Knoxville, TN	Rocklin, California
Dallas, Texas	Los Angeles, California	Riverside, California
DeKalb County, Georgia	Mamaroneck, New York	Rowan County, NC
Downey, California	Maui County, Hawaii	Sammamish, Washington
East Point, Georgia	Menlo Park, California	San Dimas, California
El Segundo, California	Miami Beach, Florida	Waukesha County, WI
Flower Mound, Texas	Milpitas, California	Ventura, California

We are currently working with the **Redondo Beach** (CA) and Bradenton (FL) on similar engagements.

The following are two project references for similar engagements.

Rocklin, CA	Development Review Organizational Assessment
Contact:	Elizabeth Sorg, Management Analyst
Phone Number:	916.625.5582
Email:	elizabeth.sorg@rocklin.ca.us

Project Summary:

Rocklin commissioned this organizational assessment of the Community Development and Public Services Departments to identify operational efficiencies, process modifications, staffing needs, and an appropriate organizational structure for the planning, building, engineering, and transportation functions. Key tasks included the diagramming of existing processes, review of existing workload and corresponding staffing levels, technology utilization analysis, and organizational structure assessment.

Key recommendations for this study were: fully implement a new permitting software system and electronic review platforms, complete a comprehensive assessment of the zoning code and update the code to align with current development trends, transition to an in house City Engineer, move the Public Services Engineers to Community Development and under the supervision of the City Engineer, contract for environmental review, establish performance metrics, and reclassify Office Assistants and Permit Technician staff to better align with primary duties performed.

Knoxville, TN	Evaluation of the Development Review Services and Process
Contact:	Cheryl Ball, Deputy Policy Officer
Phone Number:	865-310-0379
Email:	CBall@knoxvilletn.gov

Project Summary:

The Matrix Consulting Group was tasked with reviewing the City's development review, permitting, and inspection processes. The provision of development services is provided by a combination of three City departments, a regional planning agency, a public utility agency, and the County Health Department. As part of this assessment the project team reviewed: technology system and integration, communication/collaboration, customer information and outreach, processes, the adopted development code, performance goals, and staffing needs.

Key findings and recommendations included: There was a clear lack of integration between review disciplines and the need for greater technology access, utilization, and integration, clarity in roles and responsibilities of reviewers, enhanced communication and collaboration, and increased centralized oversight of the development process. Several recommendations focused on updating the development code to streamline the process, modify the code to remove ambiguity, and to align current practices with the code. Also, the project team made several organizational structure recommendations that including creating a standalone City Planning Department, place all four development departments under a single Development Officer, modify the requirements for Fire Inspectors, and increase staffing in Engineering, Planning, and Building Plans Reviewers/Inspectors to meet performance goals and workload levels.

Fee Study Experience and References

Our Financial Services team is dedicated to the review of building, planning, engineering, and other fees associated with the development review, permitting, and inspection process. They have significant experience evaluating these fees in California and across the United States. The following table summarizes similar projects in California over the past five years that analyzed building, engineering, and planning fees.

Adelanto	Los Altos	Redwood City
Citrus Heights	Los Altos Hills	San Bernardino
Cupertino	Manhattan Beach	San Mateo
Daly City	Millbrae	Santa Clara
Dixon	Mill Valley	South Pasadena
Downey	Montebello	South San Francisco
Elk Grove	Orange	Stockton
Livermore	Pacific Grove	Winters

Currently, our team is working with both Dublin and San Ramon on fee schedule studies.

The following are two references for recent development fee studies that have been completed by the project team.

Palo Alto, CA

Contact:	Sarah McRee, Senior Operations Manager
Phone Number:	650.329.2276
Email:	Sarah.mcree@cityofpaloalto.org

Project Summary:

Matrix Consulting Group worked with the City of Palo Alto to conduct a Development Services user fee study.

The scope of this study included: Building, Planning, Public Works, and surcharges (General Plan Maintenance and Technology Fees). The project team worked with City staff to convert various flat fees into deposits, eliminate or add fees, expand fee categories to appropriately capture staff time and effort, and conducted a robust comparative survey to surrounding jurisdictions.

Cupertino, CA

Contact:	Jonathan Orozco, Finance Manager
Phone Number:	408.777.3109
Email:	JonathanO@cupertino.org

Project Summary:

Matrix Consulting Group worked with the City of Cupertino to conduct a comprehensive citywide fee study and is currently in the process of completing an update to the fee study.

Building on the foundation of the initial fee study conducted in 2016, Matrix Consulting Group is particularly focused on: streamlining the Building valuation table, costing out a Technology surcharge to help with updating and maintenance of permitting software, and outlining various cost recovery methods.

4. Fee Proposal

We propose to conduct the staffing, organizational, and fee schedule assessment for a not to exceed price of \$69,955. The following table outlines the hours and price by task.

Task	Total Hours	Total Fee
Staffing and Operational Analysis		
1. Kickoff and Current State	49	\$9,355
2. Process Diagram and Analysis	34	\$5,690
3. Stakeholder Input	22	\$3,770
4. Best Practices Assessment	18	\$3,190
5. Operation and Staffing Analysis	34	\$6,430
6. Draft & Final Report	34	\$6,690
Staffing and Organization Total:	191	\$35,125
Fee Study		
7. Kickoff and Data Collection	8	\$1,680
8. Current and Potential Fees	8	\$1,740
9. Data Workshops	12	\$2,260
10. Fully Burdened Hourly Rates	16	\$2,840
11. Total Cost Analysis	24	\$3,940
12. Comparative Survey	22	\$3,510
13. Review/Revise Results	24	\$4,520
14. Draft Fee Study Report	24	\$4,520
15. Prepare Final Report	16	\$2,840
16. Develop Master Fee Schedule	14	\$2,580
17. Presentations	8	\$2,200
Fee Study Total:	176	\$32,630
Total Professional Fees		\$67,755
Travel		\$2,200
Total Fees		\$69,955

The following table summarizes our hourly rates by team member.

Team Member	Hourly Rate
Courtney Ramos, Senior Vice President	\$275
Aaron Baggarly, Vice President	\$240
Allyson Brekke, Manager	\$175
Joe McDonald, Senior Consultant	\$160
Madison Dixson, Senior Consultant	\$160
Abnash Minhas, Consultant	\$130