RESOLUTION NO. 2018-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO THE MASTER AGREEMENT FOR CONSULTANT SERVICES AND TASK ORDERS 2018-01, 2018-02 and 2018-03WITH CSG CONSULTANTS, INC. FOR GENERAL ENGINEERING, FIRE SERVICES CONSULTING AND CODE COMPLIANCE SERVICES

WHEREAS, consistent with the City's Purchasing Policy, the City and CSG Consultants Inc. ("Consultant") are parties to a "Master Agreement for Consultant Services" dated June 28, 2016, which was authorized by Resolution No. 2016-66;

WHEREAS, City and Consultant entered into the Task Order No 2016-01, dated June, 28, 2016, for \$150,000.00 pursuant to Resolution No. 2016-66;

WHEREAS, City and Consultant entered into the Task Order No 2017-01, dated January 24, 2017, for \$150,000.00 pursuant to Resolution No. 2017-012;

WHEREAS, through its adopted Fiscal Year 2017-18 budget, the City Council approved the use of as-needed consultant services, offset by application fees, to support new development;

WHEREAS, through its adopted Fiscal Year 2017-18 budget, the City Council also approved the use of casino-mitigation funding from the Neighborhood Upgrade Fund, to provide additional code enforcement services, as needed;

WHEREAS, the City continues to experience significant volume increases in requests for code compliance service and development applications requiring additional support;

WHEREAS, pursuant to Section 3.6.6 of the City's Purchasing Policy, the City has secured a proposal from CSG Consultants Inc. for engineering development review, fire services development review and code compliance services support and has negotiated with CSG Consultants Inc. to arrive at a proposed scope of services and budget that meet the City's needs for engineering support; and

WHEREAS, the cost of the Consultant's services are reimbursed to the City by various applicants for processing their applications and/or supported by the Neighborhood Upgrade Fund and do not represent a cost to the City's general fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve the First Amendment to the Master Agreement for Consultant Services with CSG Inc., a California Corporation, and Task Order 2018-01 for engineering services in an amount not to exceed one hundred fifty thousand dollars (\$150,000.00), Task Order 2018-02 for fire services in an amount not to exceed ten thousand dollars (\$10,000.00), and Task Order 2018-03 for code compliance services in an amount not to exceed seventy five thousand dollars (\$75,000.00) with CSG Consultants, Inc., a California Corporation.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this Resolution for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the First Amendment to the

Master Services Agreement attached hereto as Exhibit "A," and Tasks Orders 2018-01, 2018-02 and 2018-03 attached hereto as Exhibit "B," subject to minor modifications by the City Manager or City Attorney.

BE IT FURTHER RESOLVED that that upon receipt of developer reimbursements, the Finance Director is authorized to make appropriations and increase budgeted revenue as necessary to cover the costs of Task Order 2018-01 and 2018-02.

DULY AND REGULARLY ADOPTED this 23rd day of January, 2018.

CITY OF ROHNERT PARK

Par Stafford, Mayor

ATTEST:

Juerglo JoAnne M. Buergler, City Clerk

Attachments: Exhibits A and B

AHANOTU: $\underline{AYe}_{AYES: (\underline{H})}$ BELFORTE: $\underline{AYe}_{AYES: (\underline{O})}$ MACKENZIE: $\underline{AYe}_{ABSENT: (\underline{I})}$ ABSTAIN: (\underline{O})

Exhibit A to Resolution

FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND CSG CONSULTANTS, INC.

This First Amendment to the Consultant Services Agreement between the City of Rohnert Park ("City") and CSG Consultants, Inc. ("Consultant") for modifications ("First Amendment") is entered into as of the 23rd day of January, 2018, ("Effective Date"), by and between City and Consultant.

RECITALS

- WHEREAS, City and Consultant are parties to the Master Agreement for Consultant Services for professional general engineering services, development review services, and construction management/inspection services for various reimbursable projects dated June 28, 2016 ("Agreement"); and
- WHEREAS, City and Consultant now desire to enter into this First Amendment to the Consultant Services Agreement to provide for modifications as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises, the parties hereby amend the Agreement as follows:

- 1. Scope of Services. In addition to the Scope of Services to be provided by Consultant as set forth in Exhibit A of the Agreement, Consultant shall provide additional services, including but not limited to, general support for code compliance and fire services as set forth in Exhibit 1 of this First Amendment.
- 2. Fee Schedule. The existing Fee Schedule set forth in Exhibit B of the Agreement, is amended and restated in its entirety as set forth in Exhibit 2 of this First Amendment.
- 3. Agreement in Effect. Except as explicitly amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
- 4. Counterpart Signatures. This First Amendment may be signed in multiple counterparts, which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF ROHNERT PARK:

CONSULTANT:

By: Darrin Jenkins, City Manager	(Date)	By:	/
Per Resolution 2018 adopted by the Council at its meeting of January 23, 2018.	e Rohnert Park City	Name: Title:	(Date)
ATTEST:		Ву:	/
		Name:	(Date)
		Title:	
City Clerk			

City Attorney

APPROVED AS TO FORM:

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Exhibit A to Resolution

FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND CSG CONSULTANTS, INC.

EXHIBIT 1 SCOPE OF SERVICES

Engineering Services

Anticipated services to be provided include as-needed staff augmentation for engineering development review associated with land development activity in the City. It is anticipated that the majority of the work will involve the University District and Southeast Specific Plan Areas, but work on other new and ongoing applications may also be performed. Work may include but not be limited to the following activities:

- 1. Review of new or proposed amendments to specific plans, tentative maps, planned development zoning, and other development entitlement applications.
- 2. Assist City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiations with developers regarding terms of agreements or conditions.
- 3. Review and recommend approval of improvement plans, subdivision maps, and other documents. Review documents for conformance to approved tentative map, specific plans, and conditions of approval. Confirm that plans conform to City standard design criteria, including draft or proposed standards as needed, and infrastructure or other master plans. Coordinate plan review with other City departments. Confirm that developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to North Coast Regional Water Quality Control Board and Sonoma County Water Agency requirements for storm water treatment and retention and City of Santa Rosa requirements for recycled water use.
- 4. Review and recommend approval of engineering bond estimates and subdivision guarantees. Assist staff in preparing subdivision improvement agreements, other agreements, and staff reports.
- 5. As requested, work with and manage City's consultant reviewing hydrology to determine proper mitigations and needs to avoid increasing flooding risks to existing residents.
- 6. As requested, work with and manage City's consultant reviewing hydrology and developer to submit required Conditional Letters of Map Revision (CLOMARs), and subsequent Letters of Map Revision (LOMARs) as needed.
- 7. As requested, calculate and provide fees to developer. Provide fee offset information for proposed infrastructure to be developed under the Public Facilities Financing Plan (PFFP).
- 8. As requested, provide analysis of water use and impact of well pumping use in the City.
- 9. Draft engineering reports and resolutions for Council approval as needed.
- 10. Meet with developers, consultants, or other agencies on behalf of staff.

Exhibit A to Resolution

Code Compliance Services

Anticipated services to be provided include as-needed staff augmentation for Code Compliance activities in the City. Work may include but not be limited to the following activities:

- 1. Ensures compliance with applicable laws, ordinances, and municipal codes to ensure the health, safety and welfare of the public
- 2. Keeps informed of changes and new legislation pertaining to municipal codes and related regulations
- 3. Interprets codes and regulations
- 4. Conducts field inspections to check for code violations, including: zoning, ordinances, weed abatement, and business licensing
- 5. Investigates nuisance complaints and photographs violations as appropriate
- 6. Posts compliance notices and meets with owners
- 7. Explains required inspections and construction requirements
- 8. Issues citations for non-compliance
- 9. Advises owners on matters related to investigations and resolves complaints
- 10. Responds to complaints, prepares warning letters to negligent owners or contractors, and carries negligent cases through prosecution in situations of non-compliance
- 11. Looks for construction or alterations being performed without proper building permits
- 12. Prepares reports and various related correspondence
- 13. Maintains records and files of inspections made and actions taken
- 14. Coordinates activities with other departments and outside agencies
- 15. Develops and implements programs to provide information and education to the community
- 16. Establishes and maintains positive working relationships with representatives of community organizations, state/local agencies and associations, City management, staff and the public
- 17. May be assigned as a disaster service worker in the event of a disaster or emergency

Fire Services

Anticipated services to be provided include as-needed staff augmentation for Fire Department plans examination activities in the City. Work may include but not be limited to the following activities:

- 1. Provides complex, technical guidance to staff and external organizations, agencies and businesses related to site development and building construction;
- 2. Explains and interprets applicable codes and ordinances;
- 3. Facilitates the resolution of code related problems by identifying the issues of concern and working collaboratively with all stakeholders;

Exhibit A to Resolution

- 4. Represents the City in meetings with representatives of architects, engineers, contractors, property and business owners and the public;
- 5. Reviews building and site construction plans for adequate design and compliance with applicable California Building Code Standards and City's Municipal Code;
- 6. Calculates appropriate review fees; approves plans.

Exhibit A to Resolution

FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND CSG CONSULTANTS, INC.

EXHIBIT 2 FEE SCHEDULE

CSG will invoice at the beginning of every month for services rendered during the previous month. As part of the service provided (at no additional cost), CSG will coordinate the pickup and return of all plans via CSG staff or a licensed courier.

Compensation shall be based upon hourly rates based on the CSG's rate schedule not to exceed \$180.00. Additional CSG staff will be invoiced per the firm's 2017 Professional Engineering, Code Compliance and Fire Services Rate Schedules below. No overtime rates will be paid unless approval is granted in writing prior to the work taking place.

Engineering

Rates for proposed staff are as follows:

Title	Billing Rate
Mark Lander, P.E. Senior Principal Engineer	\$180/hour
Frank Navarro, P.E., Principal Engineer	\$180/hour
Sophie Truong, P.E., P.L.S., Principal Engineer	\$180/hour

2017 Professional Engineering Services – Hourly Rates		
Role / Service	Hourly Rate	
Senior Principal Engineer	\$180	
Principal Engineer	\$180	
Project Manager	\$180	
Senior Engineer	\$180	
Senior Structural Engineer	\$180	
Associate Engineer	\$155	
Assistant Engineer	\$135	
Engineering Designer	\$125	
Analyst	\$115	
Resident Engineer	\$180	
Assistant Resident Engineer / Office Engineer	\$150	
Construction Inspector	\$125	
Senior Analyst	\$135	
Senior Construction Inspector	\$145	

Exhibit A to Resolution

Rates reflect and include administrative costs and routine expenses such as local mileage, copying, fax, telephone, mail, in-house printing, software, and computer usage, etc. Reproduction and sub consultants are billed at cost plus 15%. Hourly rates will remain effective through December 31, 2018, for the following staff: Associate Engineer, Assistant Engineer, Design Supervisor, Senior CAD Designer, Engineering Technician, Resident Engineer, Assistant Resident Engineer/Office Engineer, and Construction Inspector. Hourly rates for Senior Principal Engineer, Principal Engineer, Project Manager, Senior Engineer, and Senior Structural Engineer will remain at \$180/hour through the expiration date of the amendment.

Requests for expedited plan review will be reviewed with the City on a case by case basis. All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Should the scope of work change or circumstances develop which necessitate special handling, we will negotiate and agree upon applicable rates with the City prior to proceeding

Code Compliance

Compensation shall be based upon hourly rates based on the CSG's rate schedule, which the exception that the proposed staff rates not to exceed \$90.00 per hour. Hourly rates that include travel expenses may charge a \$40.00 per day vehicle allowance if the City requests CSG provide code compliance staff with a vehicle. The vehicle allowance is meant to offset travel expenses would CSG incur above what would have been included in the hour rate if code compliance staff with a vehicle. If the City requests CSG provide code compliance staff with a vehicle. If the City requests CSG provide code compliance staff with a vehicle code compliance staff shall be prohibited from using their own personal vehicle to conduct code compliance activities.

Rates for proposed staff are as follows:

Title	Billing Rate
Kelley (Aboudara) Bird, Code Compliance Officer I	\$90/hour
Sean Flanagan, Code Compliance Officer II	\$90/hour
Lee Holt, Code Compliance Officer II	\$90/hour

CSG's hourly rate includes a vehicle, mileage and all other equipment necessary to execute the job requirements. CSG's fee schedule for code compliance work is provided in the table below.

2017 Code Compliance Services – Hourly		
Role / Service	Hourly Rate	
Code Enforcement Officer I	\$90	
Code Enforcement Officer II	\$110	
Senior Code Enforcement Officer	\$120	
Code Enforcement Manager	\$170	

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI-W for the applicable region. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

Exhibit A to Resolution

Fire Services

CSG's hourly rate includes a vehicle, mileage and all other equipment necessary to execute the job requirements. CSG's fee schedule for fire plan review services is provided in the table below.

2017 Fire Services – Hourly		
Role / Service	Hourly Rate	
Fire Plan Review	\$105	

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Plan reviews for the 1st review will be completed within 10 working days and all subsequent reviews will be completed within 5 working days. If a review is anticipated to take longer than the maximum turnaround timing, Consultant will notify the City representative and negotiate additional time required to ensure an appropriate level of review. Expedited 1st reviews (if requested by the applicant) will be completed within 5 business days and would be provided at an expedited rate (1.5x hourly rates). Prior to accepting requests for expedited reviews CSG will be contacted to determine if CSG can process the expedited review request. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI-W for the applicable region. CSG will mail an invoice at the beginning of every month for services rendered during the previous month."

Exhibit B to Resolution

CSG TASK ORDER NO. 2018-01 for ENGINEERING SERVICES

CITY OF ROHNERT PARK AND CSG CONSULTANTS INC.

AUTHORIZATION TO PROVIDE ENGINEERING DEVELOPMENT REVIEW SERVICES

SECTION 1 – PURPOSE: The purpose of this Task Order is to authorize and direct CSG Consultants Inc. to proceed with the work specified in Section 2 below in accordance with the provisions of the MASTER AGREEMENT between the City of Rohnert Park ("City") and CSG Consultants Inc. ("Consultant") hereto dated June 28, 2016, pursuant to Resolution No. 2016-66 and all amendments.

SECTION 2 – SCOPE OF WORK: The items authorized by this Task Order are presented in Exhibit A - Scope of Services.

SECTION 3 – COMPENSATION AND PAYMENT: Compensation shall be as provided in the MASTER AGREEMENT between the parties hereto referenced in SECTION 1 above. The total cost for services as set forth in SECTION 2 shall be actual costs (time and materials) based on Consultants' standard labor charges in accordance with the provisions of the MASTER AGREEMENT for an amount not-to-exceed one hundred and fifty thousand dollar (\$150,000.00).

SECTION 4 – TIME OF PERFORMANCE: The work described in SECTION 2 shall be completed by December 31, 2018, or as extended by the Director of Development Services.

SECTION 5 – ITEMS AND CONDITIONS: All items and conditions contained in the MASTER AGREEMENT for professional services between City and Consultant are incorporated by reference.

Approved this 23th day January, 2018.

CITY OF ROHNERT PARK

Per Resolution No. 2018-

CSG CONSULTANTS INC.

Darrin Jenkins, City Manager

(Date)

adopted by the

Cyrus Kianpour, President

(Date)

Rohnert Park City Council at its meeting of January 23, 2018 CSG CONSULTANTS INC.

Nourdin Khayata, Secretary (Date)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit B to solution

EXHIBIT A

SCOPE OF SERVICES

Engineering Services

Anticipated services to be provided include as-needed staff augmentation for engineering development review associated with land development activity in the City. It is anticipated that the majority of the work will involve the University District and Southeast Specific Plan Areas, but work on other new and ongoing applications may also be performed. Work may include but not be limited to the following activities:

- 1. Review of new or proposed amendments to specific plans, tentative maps, planned development zoning, and other development entitlement applications.
- 2. Assist City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiations with developers regarding terms of agreements or conditions.
- 3. Review and recommend approval of improvement plans, subdivision maps, and other documents. Review documents for conformance to approved tentative map, specific plans, and conditions of approval. Confirm that plans conform to City standard design criteria, including draft or proposed standards as needed, and infrastructure or other master plans. Coordinate plan review with other City departments. Confirm that developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to North Coast Regional Water Quality Control Board and Sonoma County Water Agency requirements for storm water treatment and retention and City of Santa Rosa requirements for recycled water use.
- 4. Review and recommend approval of engineering bond estimates and subdivision guarantees. Assist staff in preparing subdivision improvement agreements, other agreements, and staff reports.
- 5. As requested, work with and manage City's consultant reviewing hydrology to determine proper mitigations and needs to avoid increasing flooding risks to existing residents.
- 6. As requested, work with and manage City's consultant reviewing hydrology and developer to submit required Conditional Letters of Map Revision (CLOMARs), and subsequent Letters of Map Revision (LOMARs) as needed.
- 7. As requested, calculate and provide fees to developer. Provide fee offset information for proposed infrastructure to be developed under the Public Facilities Financing Plan (PFFP).
- 8. As requested, provide analysis of water use and impact of well pumping use in the City.
- 9. Draft engineering reports and resolutions for Council approval as needed.
- 10. Meet with developers, consultants, or other agencies on behalf of staff.

Exhibit B to solution

CSG TASK ORDER NO. 2018-02 for FIRE SERVICES

CITY OF ROHNERT PARK AND CSG CONSULTANTS INC.

AUTHORIZATION TO PROVIDE FIRE SERVICES

SECTION 1 – PURPOSE: The purpose of this Task Order is to authorize and direct CSG Consultants Inc. to proceed with the work specified in Section 2 below in accordance with the provisions of the MASTER AGREEMENT between the City of Rohnert Park ("City") and CSG Consultants Inc. ("Consultant") hereto dated June 28, 2016, pursuant to Resolution No. 2016-66.

SECTION 2 - SCOPE OF WORK: The items authorized by this Task Order are presented in Exhibit A

SECTION 3 – COMPENSATION AND PAYMENT: Compensation shall be as provided in the MASTER AGREEMENT between the parties hereto referenced in SECTION 1 above. The total cost for services as set forth in SECTION 2 shall be actual costs (time and materials) based on Consultants' standard labor charges in accordance with the provisions of the MASTER AGREEMENT for an amount not-to-exceed ten thousand dollar (\$10,000.00).

SECTION 4 – TIME OF PERFORMANCE:

The work described in SECTION 2 shall be completed by December 31, 2018 or as extended by the City Manager.

SECTION 5 – ITEMS AND CONDITIONS: All items and conditions contained in the MASTER AGREEMENT for professional services between City and Consultant are incorporated by reference.

Approved this 23th day January, 2018.

CITY OF ROHNERT PARK

CSG CONSULTANTS INC.

Darrin Jenkins, City Manager

(Date)

Cyrus Kianpour, President

(Date)

Per Resolution No. 2018-_____ adopted by the Rohnert Park City Council at its meeting of January 23, 2018

CSG CONSULTANTS INC.

Nourdin Khayata, Secretary

(Date)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit B to Resolution

EXHIBIT A

SCOPE OF SERVICES

Fire Services

Anticipated services to be provided include as-needed staff augmentation for Fire Department plans examination activities in the City. Work may include but not be limited to the following activities:

- 1. Provides complex, technical guidance to staff and external organizations, agencies and businesses related to site development and building construction;
- 2. Explains and interprets applicable codes and ordinances;
- 3. Facilitates the resolution of code related problems by identifying the issues of concern and working collaboratively with all stakeholders;
- 4. Represents the City in meetings with representatives of architects, engineers, contractors, property and business owners and the public;
- 5. Reviews building and site construction plans for adequate design and compliance with applicable California Building Code Standards and City's Municipal Code;
- 6. Calculates appropriate review fees; approves plans.

Exhibit B to Resolution

CSG TASK ORDER NO. 2018-03 for CODE COMPLIANCE SERVICES

CITY OF ROHNERT PAR

AUTHORIZATION TO PROVIDE CODE COMPLIANCE SERVICES

SECTION 1 – PURPOSE: The purpose of this Task Order is to authorize and direct CSG Consultants Inc. to proceed with the work specified in Section 2 below in accordance with the provisions of the MASTER AGREEMENT between the City of Rohnert Park ("City") and CSG Consultants Inc. ("Consultant") hereto dated June 28, 2016, pursuant to Resolution No. 2016-66.

SECTION 2 – SCOPE OF WORK: The items authorized by this Task Order are presented in Exhibit A - Scope of Services.

SECTION 3 – COMPENSATION AND PAYMENT: Compensation shall be as provided in the MASTER AGREEMENT between the parties hereto referenced in SECTION 1 above. The total cost for services as set forth in SECTION 2 shall be actual costs (time and materials) based on Consultants' standard labor charges in accordance with the provisions of the MASTER AGREEMENT for an amount not-to-exceed seventy five thousand dollar (\$75,000.00).

SECTION 4 – TIME OF PERFORMANCE: The work described in SECTION 2 shall be completed by December 31, 2018 or as extended by the Director of Development Services.

SECTION 5 – ITEMS AND CONDITIONS: All items and conditions contained in the MASTER AGREEMENT for professional services between City and Consultant are incorporated by reference.

(Date)

Approved this 23th day January, 2018.

CITY OF ROHNERT PARK

CSG CONSULTANTS INC.

Darrin Jenkins, City Manager

Cyrus Kianpour, President

(Date)

(Date)

Per Resolution No. 2018-____ adopted by the Rohnert Park City Council at its meeting of January 23, 2018

CSG CONSULTANTS INC.

Nourdin Khayata, Secretary

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit B to Resolution

EXHIBIT A

SCOPE OF SERVICES

Code Compliance Services

Anticipated services to be provided include as-needed staff augmentation for Code Compliance activities in the City. Work may include but not be limited to the following activities:

- 1. Ensures compliance with applicable laws, ordinances, and municipal codes to ensure the health, safety and welfare of the public
- 2. Keeps informed of changes and new legislation pertaining to municipal codes and related regulations
- 3. Interprets codes and regulations
- 4. Conducts field inspections to check for code violations, including: zoning, ordinances, weed abatement, and business licensing
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- 8. Issues citations for non-compliance
- 9. Advises owners on matters related to investigations and resolves complaints
- 10. Responds to complaints, prepares warning letters to negligent owners or contractors, and carries negligent cases through prosecution in situations of non-compliance
- 11. Looks for construction or alterations being performed without proper building permits
- 12. Prepares reports and various related correspondence
- 13. Maintains records and files of inspections made and actions taken
- 14. Coordinates activities with other departments and outside agencies
- 15. Develops and implements programs to provide information and education to the community
- 16. Establishes and maintains positive working relationships with representatives of community organizations, state/local agencies and associations, City management, staff and the public.

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