

**AGREEMENT BETWEEN**  
**CITY OF LONG BEACH, NEW YORK**  
**AND**  
**SLR INTERNATIONAL CORPORATION**  
**FOR**

**PROFESSIONAL CONSULTING SERVICES FOR THE PREPARATION OF A COMPREHENSIVE PLAN**

This Agreement, which shall include any attachments hereto, is by and between SLR International Corporation (“SLR” or “We”) and The City of Long Beach, New York (“City” or “You”) (each a “Party” and together the “Parties”), and is entered into effective the date of the last signature hereto (“Effective Date”). The signing of this Agreement by the City and SLR authorizes SLR to carry out and complete the Services as described in the Description of Work in consideration of the mutual covenants set forth in this Agreement.

**1. SCOPE OF SERVICES:** SLR will provide as-requested services (“Services”). Services will be performed pursuant to the attached Description of Work, which shall be incorporated herein and made part of the Agreement. You authorize us to act on instructions, consistent with the agreed scope of Services, which are given in any manner, if we reasonably believe that You or a person with authority to act on your behalf has given those instructions. In the event of any conflicting terms between this contract, the RFP, and/or the Proposal to the RFP, the RFP shall prevail.

**2. FEE FOR SERVICES:** The City shall pay SLR ninety five thousand dollars (\$95,000) for the Services described in the Description of Work, such sum is inclusive of all expenses identified and described therein.

**3. EXTRA SERVICES:** SLR may also perform consulting tasks in addition to the Services (“Extra Services” or “Changes”), subject to the Parties’ mutual written agreement and the terms of this Agreement.

**4. PAYMENT TERMS:** Invoices for all work shall be submitted monthly based upon the percentage of work completed that month, and payment is required within 30 days of the submission of each invoice. Invoices shall include detail of the percentage of work completed per task. SLR’s fee for the Services shall be provided on a fixed fee basis, as established in the Description of Work. The City’s obligation to pay for the Services performed under this Agreement is in no way contingent upon City’s ability to obtain financing, zoning, or favorable judgment of lawsuit. Termination of this Agreement for any reason shall not relieve City of its obligation to pay amounts incurred up to termination, so long as the subject work was performed in accordance with this agreement and is not the basis of termination. In the event SLR’s work product is the basis of termination of this agreement payment will be rendered for such work upon final decision and order of a court of competent jurisdiction, pursuant to the laws of New York State.

**5. TERM:** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by one of the Parties in accordance with these terms, or until completion of the work described under the Description of Work.

**6. STANDARD OF PERFORMANCE:** SLR will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality at the time of performance. SLR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing the Services.

**7(A). CITY RESPONSIBILITIES**

(a) The City shall ensure that its employees, agents, other consultants, and contractors act reasonably and give such assistance and co-operation as shall reasonably be required by SLR in the performance of the Services.

(b) The City shall ensure that its decisions, instructions, consents, or approvals on or to all matters properly requiring such shall be given in such reasonable time so as not to delay or disrupt the performance of the Services by SLR.

(c) City shall arrange for access to and make all provisions for SLR to enter upon public property as required for SLR to perform the Services. SLR will assist City in obtaining access to private property as required for SLR to perform the Services. City, at its expense, shall furnish approvals and permits from all governmental authorities having jurisdiction over the City's project and such approval and consents from others as may be necessary for completion of the Services, unless otherwise arranged for in writing with SLR.

(d) The City acknowledges that it has a general duty of care with respect to the health and safety of SLR's employees while they are on the City's premises or on sites controlled by the City and confirms it will comply with all applicable laws, rules and regulations in that regard.

**7(B). SLR RESPONSIBILITIES**

(a) SLR shall ensure that its decisions, instructions, consents, or approvals on or to all matters properly requiring such shall be given in such reasonable time so as not to delay or disrupt the project, or performance of any Services or assistance by City.

(b) SLR shall maintain, throughout the entire term of this Agreement, insurance in the amounts set forth in Article 7 of the Description of Work.

(c) SLR shall ensure that, when on public or private property, it abides by all laws, rules, and/or regulations applicable to said property.

**8. FORCE MAJEURE:** Neither Party to this Agreement shall be liable to the other Party for delays in performing the Services that may result from strikes, riots, war, acts of terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either Party ("Force Majeure"). Occurrence of a Force Majeure event does not relieve City of its payment obligations for Services previously rendered hereunder.

**9. NO WARRANTY, NO THIRD-PARTY BENEFICIARIES:** NO WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THIS AGREEMENT OR BY OUR ORAL OR WRITTEN REPORTS PROVIDED PURSUANT TO THIS AGREEMENT. THE PARTIES DO NOT INTEND EXPRESSLY OR IMPLICITLY TO ENTER INTO THIS

AGREEMENT FOR THE BENEFIT OF ANY THIRD-PARTY. IN THE EVENT ANY THIRD-PARTY IS BENEFITTED FROM THIS AGREEMENT, SAID BENEFIT IS PURELY INCIDENTAL.

**10. INTELLECTUAL PROPERTY RIGHTS AND DELIVERABLES:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by SLR hereunder shall be delivered to City upon final payment for SLR 's Services. Deliverables become the property of the City and may be used without further permission or license. SLR retains ownership of any models, sketches or drawings it has created in performance of the Services (“Instruments of Service”), and grants City a license to use such instruments of service as such are incorporated in the deliverables hereunder. However, any deliverables due under this Agreement become the property of the City.

**11. TAXES:** Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the SLR to the City under this Agreement and such shall be payable by the City to the SLR in addition to all other charges payable hereunder. Notwithstanding the foregoing, each Party is responsible for the payment of all taxes assessed on its own business operations, such as income or franchise taxes.

**12. ASSIGNMENT:** Neither SLR nor City shall assign this Agreement (except Accounts Receivable) without the prior consent of the other Party, which shall not be unreasonably withheld. SLR may, however, employ any other Party or entity it deems necessary or proper for any part of the work required to be performed by SLR under the terms of this Agreement.

**13. INDEMNITY:** Each Party shall indemnify the other Party, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying Party in the performance of services under this Agreement. Each Party has an affirmative obligation to notify the other Party of any claims of injury or damage subject to this indemnity. Such indemnity shall exclude damages to the extent they arise as a result of any grossly negligent actions or omissions, willful or reckless misconduct, or fraud by the indemnified Party or its employees, officers, owners, directors or agents. Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto which arises during the course of performance hereunder, for any and all loss or damage, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under such policies.

**14. DISPUTES:** (a) If any dispute, difference or claim arises out of or in connection with this Agreement (including any question regarding its existence, validity or termination) a representative from SLR and a representative of the City with authority to settle the dispute will, within seven days of a written request from one Party to the other, meet in good faith to resolve the dispute or difference. (b) If agreement in respect of the dispute or disagreement cannot be reached at such meeting or within such time period after the meeting agreed by the Parties, then such dispute or difference shall be addressed through mediation. Within a reasonable time, the Parties shall seek the assistance of a Mediator agreed by the Parties and shall share the costs thereof. (c) If no settlement has been reached within six months of the

first appointment of a Mediator or such other date as agreed between the Parties, the mediation shall be deemed to have been unsuccessful and the dispute may be resolved by appropriate litigation, subject to the choice of law, jurisdiction, and venue provisions contained herein. (d) In the event of litigation under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' and experts' fees and other costs and expenses incurred directly or indirectly at trial, or appeal. Neither Party shall be entitled to the recovery of expert or attorneys' fees, or their respective costs or expenses, as a result of mediation of a dispute.

**16. CONSEQUENTIAL DAMAGES:** In no event shall either Party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.

**17. CONFIDENTIALITY AND PROTECTION OF DATA:** Any proprietary data provided by either Party to the other will be kept strictly confidential, will only be accessible to selected staff, and will only be used for the performance of each Party's obligations hereunder. In addition, each Party will comply with its obligations under applicable Federal and State Law.

**18. INDEPENDENT CONTRACTOR:** SLR is an independent contractor. Neither SLR nor its employees, agents or subcontractors are to be construed as the agents, servants, partners, joint ventures, or employees of City or to have authority to act for or on behalf of the City. Without limiting the generality of the foregoing, nothing in this Agreement shall authorize SLR to make any contract, agreement, warranty, or representation on behalf of City or to incur any debt or other obligation in City's name.

**19. NON-WAIVER:** The failure of any Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

**20. ENTIRE AGREEMENT, ORDER OF PRECEDENCE, SURVIVAL:** This Agreement and the Description of Work constitutes the entire agreement between City and SLR regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements, but for any conflicting terms with the RFP in which the terms of the RFP shall control. This Agreement shall not be modified except by a document signed by both Parties and in writing. In the event of any inconsistency between any of the documentation which makes up this Agreement, the Agreement shall be interpreted in the following order of priority: (1) the Description of Work, together with agreed amendments or modifications thereto; (2) this Agreement, as amended by the Parties. All obligations arising prior to the termination of this Agreement (including without limitation the provisions of Section 11) and all provisions of this Agreement allocating responsibility or liability between City and SLR shall survive the completion of Services hereunder and the termination of this Agreement.

**21. NON EXCLUSIVITY:** City understands and acknowledges that SLR has other business interests in addition to the Services to be performed under this Agreement, and, subject to any applicable restrictions on the use of City provided information, SLR shall not be prevented or barred from rendering services of any nature for or on behalf of any other person, firm, corporation or entity, so long as such work does not create a conflict of interest for SLR. SLR shall disclose any conflicts to the City within a fourteen days that such conflict arises.

**23. TERMINATION OR SUSPENSION:** Either Party may terminate this Agreement upon ten (10) days written notice to the other. Either Party may terminate this Agreement in the event of a material breach by the other Party but only if said breach is through no fault of the terminating Party and said breach is not corrected before expiration of a reasonable cure period. The City may at any time but not less than two (2) weeks' notice require SLR to suspend the performance of all or any part of the Services for a specified or unspecified period. On notice of suspension of all or any part of the Services SLR shall cease such suspended Services in an orderly and economical manner compatible with a possible order to restart. If this Agreement is suspended or terminated for any reason, City shall pay SLR for all Services and Extra Services previously authorized and performed up through the termination date. If City requests a restart of the Services following a suspension of greater than ninety days, SLR may charge the City a reasonable restart fee, the cost of which shall be mutually agreed upon by the Parties.

**24. CHOICE OF LAW:** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to its conflict of laws principles, and any litigation hereunder shall be brought in the following courts: State actions shall be brought in the New York State Supreme Court, County of Nassau, and Federal actions shall be brought in the United States District Court, Eastern District of New York.

**25. COUNTERPARTS:** This Agreement may be executed in counterparts (and by electronic means, e.g., DocuSign), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

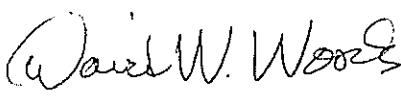
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and the year first above written.

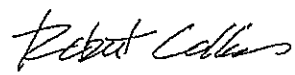
City of Long Beach, New York

By:   
\_\_\_\_\_  
Donna M. Gayden  
City Manager

  
\_\_\_\_\_  
Witness

SLR International Corporation

By:   
\_\_\_\_\_  
David W. Woods, PhD, FAICP, PP  
US Manager of Planning

  
\_\_\_\_\_  
Witness: Robert C. Collins, AICP  
Principal Planner

## DESCRIPTION OF WORK

THIS DESCRIPTION OF WORK is a part of the Agreement made between SLR and the City of Long Beach, NY, entered into on the Effective Date.

### ARTICLE 1 – EMPLOYMENT OF THE CONSULTANT

The City hereby engages the Consultant and the Consultant hereby accepts the engagement to perform certain professional planning services in connection with updating the City's 2007 Comprehensive Plan.

### ARTICLE 2 – PROJECT DESCRIPTION

The City has sought planning services to assist the City Council in adopting a revised Comprehensive Plan consistent and compliant with New York State General City Law and New York State General Municipal Law. Document is also to be compliant with State Environmental Quality Review Act (SEQRA) requirements.

### ARTICLE 3 – SERVICES OF THE CONSULTANT

The scope of services is detailed in the Request for Proposals (RFP) and Consultant's response to the RFP. Both documents are incorporated herein and made a part hereof and more specifically as follows:

Consultant will use the 2007 Comprehensive Plan and recent planning initiatives as the basis for this update while facilitating a comprehensive examination of emerging physical, demographic, and economic trends, both locally and regionally. Current information will assist decision makers in reviewing the relevancy and appropriateness of the visions and goals of previous plans and provide the necessary framework for developing new ones. In addition, new state requirements for local plans will be addressed as part of this update.

#### **Task 1 – Project Initiation and City Tour**

1.1 An initial project scoping meeting with the City Planning and Economic Development Office and its Planning Advisory Board will occur at the outset of the project. The meeting will address project tasks and schedules to formalize the work plan. It should be noted our work plan described below is not set in stone, and we are very willing to tailor it to the needs of the City. Sources of information will be confirmed and gaps identified. Project deliverables with associated review periods will be discussed and confirmed.

1.2 Consultant will coordinate with the City to obtain Geographic Information System (GIS) and other relevant data and reports completed since the 2007 Comprehensive Plan was adopted. All mapping work will be prepared using ESRI ArcGIS software and provided to the City at the completion of the Comprehensive Planning process.

1.3 The Project Team will tour the City, preferably guided by Planning and Economic Development staff, in order to learn about recent and planned developments, infrastructure projects, land use policy changes, issues with community facilities, etc.

## **Task 2 – Market Analysis**

The City has a unique set of characteristics that shape opportunities for retail growth and success. These include local business mix, anchors and destination drivers, quality places for events and entertainment, district access and convenience, and market demand (including spending characteristics of local customers. We call these characteristics the "Commercial DNA" of place, and we focus on harnessing these assets to ensure sustained and equitable recovery of downtowns across the country.

2.1 To support the City in identifying key strategies to preserve and strengthen the downtown business environment, Streetsense will bring forth its specialized knowledge and experience working in diverse and mixed-income commercial districts across the country and its comprehensive approach to market research that combines the value of quantitative and qualitative data across four key areas: Physical Environment, Business Environment, Market Demand and Consumer Profiles, and Administrative Capacity.

## **Task 3 – Community Involvement**

3.1 In conjunction with the Market Analysis (Task 2 above, the Consultant will start the Long Beach Comprehensive Plan update with community involvement. The process is a partnership and collaborative effort between the City and citizens to create a framework and roadmap for moving the City's vision forward. To that end, the Project Team recognizes that the Public Outreach Plan will be tailored to the City in order to engage the neighborhoods, stakeholders, and numerous committees and commissions throughout the City. The Project Team will work with the Planning and Economic Development office and Planning Advisory Board to develop a Public Outreach Plan, which will detail preferred outreach methods and a schedule and define roles and responsibilities. The Consultant has found that the most successful public outreach processes leverage community "champions" who can publicize the Comprehensive Planning process to their constituencies.

The Consultant believes public input should be sought throughout a comprehensive planning process in order to create meaningful goals and recommendations. While the final Public Outreach Plan will be determined during project initiation, we recommend using the following strategies to engage residents, business owners, and other stakeholders in the robust community planning process that the City is seeking. The scope of work and fee include the following tasks:

### **3.2 Project Website**

In our experience, the most successful comprehensive planning outreach strategies facilitate a two-way conversation with the community. This gives participants the opportunity to be educated on the Comprehensive Plan process, understand key issues and trends, as well as share their thoughts, ideas,

and perceptions. To that end, the Project Team will establish a project website using the ESRI StoryMap Platform. The website will house background information, project presentations, data and information booklets, maps, as well as links to community surveys. We will work with City staff to establish a dedicated email address (such as LongBeach2040@longbeach.gov) that can be used to submit questions, comments, or feedback. The website will be updated regularly by the Consultant throughout the planning process as new materials become available.

3.2.1 The Project Team will also assist in preparing materials for publications, news releases, and other media. While able to assist with preparation of materials, the Consultant will not assume responsibility for any mass mailings. The Consultant will also assist in preparing appropriate postings for any established social media accounts maintained by the City to alert the community of opportunities to engage in the planning process and report on progress.

### 3.3 Online Survey

Comprehensive visioning and planning processes that rely solely on public workshops for community input can fall short of gaining a representative cross-sampling of the community. Absent a hot button issue, it can be difficult to get parents of young families, young- to middle-aged workers, and others to attend public meetings and workshops. Therefore, we will work with the City to develop an online survey to supplement workshops. We have found engaging local agencies and organizations, such as school systems, parks and rec departments, libraries, governmental boards and commissions, merchants' associations, land trusts, historical societies and fraternal / civic organizations, in the process of disseminating an online survey yields a strong response.

3.3.1 Online community surveys are especially useful early in planning processes when trying to identify community assets, issues, and concerns and beginning to formulate the vision for the future. Conducting an early survey also helps garner interest in the planning process ahead. The Consultant will generate a draft survey instrument to be reviewed by City staff and the Planning Advisory Board, with up to two rounds of edits made by the Project Team prior to publishing via SurveyMonkey. The Consultant will assist in preparing promotional language, flyers, and media releases to disseminate the survey link.

3.3.2 The Consultant will compile an executive summary of survey results, including cross-tabulation analyses as appropriate, for use in further public engagement. Complete tallies and write-in responses will also be furnished to the Planning Advisory Board and City staff.

3.3.3 Should the City desire a statistically valid telephone survey in lieu of or in addition to an online survey, the Project Team would be happy to modify our Public Outreach Plan to accommodate this task. However, one is not included in the work program or fee contained herein.



3.3.4 If the City would like language translation services for surveys, outreach materials, or meetings, the Project Team can provide them to accommodate the City's needs. However, these services are not included in the work program or fee contained herein.

#### 3.4 Neighborhood Meetings

Long Beach is a City of unique neighborhoods, and the Project Team proposes a series of meetings to help the team understand the opportunities and challenges in each area of the City. The Consultant will assist City staff in identifying and inviting key stakeholders (usually community organizations, in addition to property/ business owners and residents) to a facilitated discussion of the issues most impacting them.

3.4.1 The Consultant will present a technical understanding of current conditions while seeking qualitative information, neighborhood priorities, and alternatives for the future for that neighborhood. These meetings can be in person or virtual based upon conditions, scheduling, and preferences. Six neighborhood meetings are included in this proposal.

3.5 Public Workshops – Workshops are intended to be both informational and interactive in order to gain participation from stakeholders who would not typically attend a City meeting or workshop. The City might want to consider conducting one of the workshops in tandem with a local event that is open to, and known to attract, a diversity of community members. For example, our Project Team has set up pop-up workshops at seasonal festivals and concerts. In that case, a limited number of targeted, interactive exercises are facilitated so as to engage and obtain input efficiently. Like the interviews and focus groups, the workshops can be in person or virtual based upon conditions, scheduling, and preferences. A virtual workshop also can bring a diverse group of community members together.

3.5.1 Whether one workshop is conducted in tandem with a local event, or both workshops are conducted as stand-alone meetings, the goal of any visioning and comprehensive planning workshop is to inform residents around issues, engage them in exercises that elicit ideas for visions and strategies, and flesh out the community's priorities.

3.6 Planning Advisory Board – Regular meetings with the Planning Advisory Board and City staff will be held in order to ensure that it is guiding the process and the Plan reflects its priorities. Four meetings with the Planning Advisory Board are included in this contract and fee.

**Task 3 Deliverables:**

- Project website
- One (1) Online community survey
- Six (6) neighborhood meetings Two (2) public workshops
- Four (4) meetings with the Planning Advisory Board  
(2 additional meetings can be added if needed at no additional cost)
- Outreach and communications materials

**Task 4 – Recent Plans and Studies**

4.1 The Project Team will review recent planning studies and other items supplied by City staff in order to familiarize the Project Team with the community's objectives for these specific areas. Planning objectives and themes will be summarized and used for reference throughout the comprehensive planning process.

**Task 5 – Comprehensive Planning Topics and Fact Books**

The Consultant will utilize the most recent plans and reports supplied by City staff as the starting point to update each of the Plan's planning topics listed below. This update provides background information on the relevance of the topic to comprehensive planning and the community; summarizes current data and analyzes trends; outlines issues and policy considerations; and suggests potential strategies for responding to identified issues.

The following list of topics is intended to fulfill the statutory requirements for local comprehensive plans. We have found that energy and sustainability/resiliency permeate many areas of the Plan and that it is often best weaved throughout the plan. The Consultant will rely on local officials, board and commission members, and the public to further identify issues related to the topic, as well as the Departmental staff interviews and an on-line survey to determine community needs and desires and direct the recommendations for each element. This process is iterative as all of the planning elements are intrinsically linked. As further information is uncovered, strategies may be revised, or more comprehensive strategies may be developed to address multiple issues across all planning topics.

5.1 Demographics – The Project Team will use the 2020 Decennial Census data, home sale, and birth data as well as additional data sources and trends analyses at the Census Tract level to provide a thorough examination of recent demographic changes and forecasts. By using Tract-level analysis, the

Project Team will illustrate the key demographic differences between neighborhoods.

5.2 Housing – Again, the Team will augment previous analysis with the most recent Census and state and local data in addition to real estate market information to analyze housing characteristics in the City. The adequacy of the City's housing stock will be assessed for its ability to meet the needs of various population segments based on trends and current data in household numbers and size, housing stock patterns, housing costs, residential construction, and affordable housing needs.

5.3 Economic Development – The following tasks, led by Streetsense, will form a comprehensive market diagnostic of three downtown districts for the City. This will include the following:

5.3.1 Physical Assessment – Given the priority for a streetscape plan to be developed as part of the City's planning efforts, Streetsense will support the Consultant's assessment of the physical environment by focusing on key elements that impact retail customer experience, including storefront conditions (façades, awnings, signage, windows, outdoor dining and display, lighting), sidewalks and roadway conditions (infrastructure that facilitates customer arrival/departure and cross shopping opportunities), and open spaces (areas that facilitate ambient entertainment and critical mass of activity).

5.3.2 Business Environment – Streetsense will map downtown assets and destination drivers and use this information to categorize and distinguish between core areas of commercial activity. This will include a categorization of the customer base (local, regional, destination) of each corridor as well as the types of commercial activity and/or services that align with the customer base. Each corridor will be assigned a designated trade area according to the following criteria: the 1) number of businesses, 2) amount of total square footage, 3) local anchors and destination drivers, 3) dominant types of businesses, and 4) existing and projected customer base. In addition, our team will identify average lease rates per district (where data is available) to assess price competitiveness of spaces in the market.

5.3.3 Market Demand/Consumer Profile – Sufficient purchasing power is critical to a healthy commercial district. To assess the full extent of local buying power, we will consider spending by different customer groups including residential and nonresidential demand – daytime workers. Streetsense will then evaluate this demand against existing supply/inventory to determine the magnitude of change for the market – contraction/right-sizing/growth.

a. Determine Competitive Supply

Streetsense will prepare an assessment of competitive districts irrespective of jurisdictional boundaries as customers do not make typical spending decisions based on political lines. This will include an assessment of a range of competitors, from convenience-based/neighborhood retail districts to destination/experience-based districts. It is the purpose of this analysis to understand the landscape of existing downtown brands and offerings in the region and to ensure that downtown Long Beach is complementary (not competitive).

b. Trade Area Analysis and Customer Profiles

Based on information gathered in the previous tasks, Streetsense will evaluate and draw primary and, if appropriate, secondary trade areas for downtown Long Beach. The density, customer profiles, and spending patterns within each of these trade areas will begin to identify how expenditures throughout this area are distributed and who the existing and potential customer base is.

By analyzing demographic traits including but not limited to age distribution, ethnic composition, household spending power, household composition, employment and commuting patterns, and country of origin of foreign-born populations, our team will begin to develop customer profiles for downtown Long Beach. These will not only help local businesses better understand the lifestyle preferences of the customers they serve but also begin to identify target markets for future downtown marketing and branding efforts.

c. Calculating Demand

After over 35 years of combined retail market analysis experience, Streetsense has crafted a multi-variate retail market analysis model that analyzes demand for each retail category (a) Neighborhood Goods & Services, (b) Food & Beverage, and (c) General Merchandise, Apparel, Furnishing & Others – as generated by each customer segment (primarily residents and daytime workers).

While retail leakage reports are considered in Streetsense's analyses, our approach to market is far more specific. By assigning a capture rate (or percentage likelihood for each customer segment to patronize downtown retail offerings with respect to various factors: competition and projected development in the market, travel behaviors, accessibility/visibility/convenience, industry changes, and technology innovations), Streetsense is able to provide a more accurate estimation of how much additional square footage is supportable in the market by retail category. This will directly inform any potential for the City's business attraction efforts.

5.3.4 Administrative Capacity Assessment – The successful execution of commercial district improvements and retail policies and strategies will require a viable organization with the expertise, know-how, and authority to carry out and advocate for resources and investments. As such, Streetsense will map the landscape of key individuals and organizations in the area that currently lead community and economic development efforts and assess each of their capacities – e.g., staffing, funding, and partnerships.

5.3.5 As part of stakeholder interviews/focus groups, Streetsense considers the capacity of any existing/planned organizations to execute any tools or strategies that will be developed, the degree to which additional funding resources are required to support the effort, and the extent to which local leadership and partners may be engaged.

### Task 5.3 Deliverables:

- An annotated PowerPoint presentation detailing the analysis and findings and offering key recommendations for inclusion in the final plan
- Two presentations of the final deliverable – one to the Client and a second at a public forum

5.4 Transportation and Circulation – Transportation is a critical component of any Comprehensive Plan and the character of a community. The Project Team will address road automobiles and trucks, pedestrian, and transit networks, assessing conditions through data analysis, fieldwork, other planning efforts and community input. Local, regional, and state transportation data and plans will be consulted during this review. Our Transportation Planners and Engineers will assess existing and anticipated deficiencies in transportation capacity and assist in identifying the infrastructure improvements for all transportation modes and/or land use decisions required to address such deficiencies. This effort will lay the groundwork for a Citywide sidewalk, footpath (through City Parks as well as the Boardwalk), and bicycle lane plan. This plan will lay the groundwork for various City mobility plans.

5.5 Community Facilities and Infrastructure – The Project Team, including our Civil Engineering Group, will update the status of community facilities and infrastructure. Facilities and infrastructure encompass those dedicated to health, safety, cultural, educational, and administrative uses, as well as utilities such as water service, sewerage systems, internet access, and refuse collection.

Facility needs will be reviewed vis-à-vis population and development trends. Strategies emanating from this topic could include a list of improvements to community facilities necessary in the short and long term to achieve or maintain the desired community character and quality of life and can be used in capital improvements planning in the examination of the appropriateness of city facilities to meet current and future needs.

5.6 Parks, Recreation, Open Space, and Agriculture – An inventory of municipal parks and recreation resources, as well as all nonprofit and private recreational facilities, will be compiled and mapped. With assistance from our Landscape Architecture Group, the Project Team will analyze both passive and active recreational facilities as to their adequacy and location to serve various population segments in order to recommend additional park acreage, locations, and facility needs, if required. As part of our work on several local parks projects, we are well aware of the physical attributes and needs of the active recreation community. We envision updating this inventory and expanding to include remaining recreational assets (City and neighborhood parks and athletic facilities). This information, in conjunction with the Natural Resources and Development Patterns and Build-Out Trend elements, will facilitate the development of criteria for potential open space acquisitions and the identification of additional areas for future recreational facility development.

5.7 Cultural and Historic Resources – The Project Team will build upon existing information and data available from the City regarding historic preservation and cultural resources to describe and map these assets. Recommendations for historic and cultural asset preservation will be developed in consultation

with the Planning Advisory Board and public input.

5.8 Natural Resources – The Consultant will review existing mapping of the natural resources inventory of coastal resources and environs, bedrock geology, wetland soils, Federal Emergency Management Agency (FEMA) floodplains, steep slope soils, protected wildlife habitats, and water resources in the City. Natural resources will be analyzed for land development and conservation potential. Our environmental and coastal resource engineers will provide input on any specific areas of environmental concerns that may arise, such as coastal impacts, flooding, etc.

5.9 Sustainability/Resiliency – The Project Team will integrate community sustainability data and strategies into the preceding comprehensive planning components. Recommendations for sustainable strategies will be developed in consultation with the Planning Advisory Board and public input. The analysis and recommendations will consider but not be limited to energy sources, use, costs, availability, and consumption, as well as potential climatic changes and hazard mitigation. Including sustainability in the comprehensive plan is critical for the future of the City.

5.10 Commercial Corridors – The consultant will integrate market analysis data and commercial corridor strategies into the comprehensive plan, including recommendations for improvements in public realm, private realm, policy recommendations for retail attraction/retention, and recommendations for amendments to the regulatory environment that will support business activity within the identified commercial corridors.

#### **Task 6 – Mapping and Graphics**

6.1 The Consultant will update mapping from the previous plan. The Project Team will develop a comprehensive, updated GIS database for the City's continued use. The Project Team will supplement existing data by creating any missing data points.

#### **Task 7 – Vision and Objectives**

7.1 The Project Team will facilitate reviews of the data update and analysis with the Planning Advisory Board, City staff and public (as described above in Task 5) through a series of meetings. These meetings are designed not only to inform decision makers but also to begin iterative discussions on community objectives and strategies for the coming decade. Therefore, the Planning Advisory Board may wish to break up its review of updated data into more discrete topics and/or focus in on a special topical area (e.g., demographics/housing or transportation). Conversely, they may wish to follow a theme-based approach as well. In any event, we will work with Planning Advisory Board to best structure the process based on its overarching vision.

7.2 Following the Planning Advisory Board and City staff's comprehensive review of updated data and analyses, an initial community survey, and focus group sessions, the Planning Advisory Board will be prepared to assess the relevance and appropriateness of the 2007 Comprehensive Plan vision and

objectives vis-à-vis current conditions and trends. At this point, the Project Team will vet the vision with the public and solicit input on strategies for achieving the community's vision. Following the public workshops, the Consultant will facilitate a strategizing meeting with the Planning Advisory Board to draft an updated vision and complementary objectives for the new Comprehensive Plan.

## **Task 8 – Draft Plan**

8.1 Based on the outcomes of all previous tasks, the Consultant will draft the update to the Comprehensive Plan including a draft Future Land Use Plan. The Plan will recommend the most appropriate location and relationship of major land uses, including areas for residential, commercial and/or mixed-use development, business districts, community facilities, conservation and open space areas, trails and greenways, civic and institutional uses, and any recommended special planning areas or corridors. The final Future Land Use Plan will be based on existing land use and development patterns, environmental and natural features, physical features, current zoning, special planning analyses, and the desires and vision of citizens and community stakeholders as expressed during the public participation process. The Future Land Use Plan will be a graphic presentation of the City's vision for the future and will be reviewed for consistency with regional and state plans.

8.2 The culmination of the Comprehensive Plan planning process is a detailed action agenda that identifies and prioritizes policy, regulatory, physical, and other actions aimed at achieving community goals. The Action Agenda will identify the local agencies responsible for implementation and a suggested timeline for implementation. The Implementation Agenda can also serve as a performance evaluation tool over the life of the adopted Comprehensive Plan.

8.3 SEQRA - The Consultant will conduct the required Type 1 – Generic Environmental Impact Statement (GEIS) for the City Council's approval as Lead Agency. The SEQRA review process for the GEIS will include the following steps:

- The Consultant will prepare Part 1 of the Full Environmental Assessment Form (FEAF) and Notice of Intent to Act as Lead Agency for the City Council to circulate to all involved and interested agencies.
- After establishment of the City Council as Lead Agency, the City Council will review the FEAF and make a determination of significance, which will include the preparation of Parts 2 and 3 of the FEAF. The Consultant will prepare Parts 2 and 3 of the FEAF for the City Council to review.

The steps outlined below presume that the City Council will issue a Positive Declaration and a GEIS will be required.

- Consultant will prepare a Draft Scoping document that outlines the issues that will be addressed within the GEIS. The contents of the scoping document will include a description of the proposed action, identification of potentially significant adverse impacts, the extent and quality of information needed, the range of reasonable alternatives, the potential mitigation measures, and identification of issues that were determined not to be relevant or environmentally significant.

- The City Council will then conduct their own review and collect comments from various sources. The scoping document must be circulated to all involved agencies requesting comments, and public input must be sought either through a public comment period for written comments or by requesting comments during a public meeting.
- The Consultant will prepare the draft GEIS or DGEIS that will include all contents outlined in the agreed upon scoping document including a description of the proposed action, a description of the environmental setting of the areas to be affected, an evaluation of the potential significant adverse environmental impacts, a discussion of mitigation measures, and an evaluation of a range of reasonable alternatives.
- The City Council will review the DGEIS for completeness. Once the DGEIS has been determined to be complete, the public comment period and optional public hearing can be conducted.
- The Consultant will address any comments that are received and prepare a Final GEIS or FGEIS.
- The Consultant will prepare a Findings Statement for the City Council's review and acceptance.

The City Council will be notified of all required timeframes that must be adhered to under SEQRA and all noticing requirements throughout the SEQRA review process.

8.4 The Project Team will present the final Draft Plan to the Planning Advisory Board (one meeting) and to the City Council at the required adoption Public Hearings (two meetings). In addition, the Project Team will present the final Draft Plan to the Nassau County Planning Commission.

#### Task 8 Deliverables:

- Final Draft Comprehensive Plan in digital format and 10 Hard Copies
- One (1) Planning Advisory Board meeting
- Two (2) City Council meetings
- One (1) Nassau County Planning Commission meeting

#### Task 9 – Final Document

9.1 After adoption by the City Council, the Consultant will prepare and submit a Final Comprehensive Plan document. The Consultant will provide the Final Plan in PDF format inclusive of all maps and illustrations. Additional documentation including GIS maps and databases will be furnished in their desired formats, including an appropriate web-based format for inclusion on the City's website. This is understood to be most likely an indexed PDF format, which allows users to browse the document by chapter or topic, or in its entirety. The City will be responsible for additional printed copies.



Task 9 Deliverables:

- Final Comprehensive Plan in digital format and 10 Hard Copies
- GIS geodatabase of thematic layers

**ARTICLE 4 – MEETINGS INCLUDED WITHIN THE SCOPE OF SERVICES**

- A. The Consultant's project team shall facilitate and attend up to two communitywide planning workshops as mutually agreed upon by the City and the Consultant at project initiation. (See Task 3.5 above.)
- B. The Consultant will attend up to six neighborhood meetings as mutually agreed upon by the City and the Consultant at project initiation. (See Task 3.4 above.)
- C. The Consultant will attend up to four meetings with the Planning Advisory Board as mutually agreed upon by the City and the Consultant at project initiation. Note that two additional meetings can be added. (See Task 3.6 above.)
- D. The Consultant will conduct interviews and other meetings as mutually agreed upon by the City and the Consultant at project initiation to work with City department heads, property owners, and other stakeholders.
- E. The Consultant will attend up to four public hearing meetings with the Planning Advisory Board, City Council, and the Nassau County Planning Commission on the adoption of the Plan. These four meetings are regarding the plan's adoption.

**ARTICLE 5 – RESPONSIBILITIES OF THE CITY**

In addition to any responsibilities described in the Agreement, The City, without cost to the Consultant, will do the following:

- A. Place at the disposal of the Consultant all reasonably available information pertinent to the project, including reports and any other data relative to the project as may be requested by the Consultant, provided that the City shall have no obligation to purchase any such information from the Consultant or any third party.

- B. Provide the Consultant with any and all available GIS databases, files, and maps that the City possesses.
- C. Provide access to and make all provisions for the Consultant to enter upon public lands.
- D. Designate the Director of Economic Development or other City official to act as the City's representative with respect to the work to be performed under this agreement, who shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement.
- E. The City will make staff available to assist in coordination of public meetings, focus group sessions, and workshops.

#### **ARTICLE 6 – PERIOD OF SERVICE**

A project schedule reflecting a 7-month process is hereto attached. A detailed project schedule will be developed after the project initiation outlined in Task 1, and upon mutual agreement between the City and the Consultant, such detailed project schedule shall govern the completion of the services (the "Project Schedule"). If, for unforeseen circumstances that are outside of the control of and not due to the fault of the Consultant, the Consultant is unable to complete the services in accordance with the project schedule, a mutually agreed-upon extension of time shall be negotiated by the parties. However, it is the objective of the Consultant to deliver a final Comprehensive Plan by the end of 7 months following the execution of this contract.

#### **ARTICLE 7 – INSURANCE**

SLR shall maintain at a minimum the following insurance giving evidence of same to City of Long Beach on the form of **Certificates of Insurance, copy of the Additional Insured Endorsement, providing 30 days' notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at City of Long Beach discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All policies shall maintain in full force and effect and uninterrupted during the term of this Agreement and for three (3) years from the termination of SLR's services under this Agreement. With respect to any "claims made" policies, any retroactive date must be earlier than the commencement date of the work under this Agreement. If any of the Insurance Policies written on a "Claims Made" Basis are cancelled or non-renewed for any reason, then SLR shall obtain, at its own cost and expense, Extended Reporting Period Coverage, AKA "Tail Coverage", for a

period of no less than three years, which shall cover any and all claims relating to, or arising out of acts, omissions or events that took place during the term of this Agreement. Any failure to procure and/or maintain the types and level of insurance required of this Agreement constitutes a material breach of this Agreement and subjects SLR to liability for damages, indemnification and all other legal remedies available to the District. All subcontractors must adhere to the same insurance requirements.

**I. WORKER'S COMPENSATION AND NYS DISABILITY**

Coverage	Statutory
Extensions	Voluntary compensation All states coverage employers Employer's liability – unlimited Waivers of Subrogation

**II. COMMERCIAL GENERAL LIABILITY**

Coverage	Occurrence - 1988 ISO or equivalent	
Limits	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (Any one Fire)	\$ 50,000
	Medical Expense (Any one Person)	\$ 5,000

Additional Insured	City of Long Beach, appointed and elected officials, employees and volunteers using ISO form CG2026 or equivalent on a primary and non-contributory basis.
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Mandatory	<ul style="list-style-type: none"> <li>* Contractual Liability to extend to the Hold Harmless</li> <li>• Primary Additional Insured</li> <li>• Waiver of Subrogation</li> </ul>
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**III. AUTOMOBILE INSURANCE**

Coverage	Standard New York policy insuring all owned, hired, and non-owned vehicles
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Limits	Minimum Limit - \$1,000,000 CSL
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Additional Insured City of Long Beach, appointed and elected officials, employees and volunteers on a primary and non-contributory basis.

**IV. UMBRELLA LIABILITY**

Coverage Umbrella or Excess form providing excess of General Liability, Automobile liability

Suggested Minimum Limit \$1,000,000

Additional Insured City of Long Beach, appointed and elected officials, employees and volunteers on a primary and non-contributory basis.

**V. PROFESSIONAL LIABILITY**

Coverage New York State Approved Form

Minimum Limit \$1,000,000 Each Occurrence / \$2,000,000 Annual Aggregate

Preferred Limit \$3,000,000 Each Occurrence/\$3,000,000 Annual Aggregate

NOTE: Limit can be made up of a primary and excess policy.

If Possible:

Additional Insured City of Long Beach, appointed and elected officials, employees and volunteers

**VI. INDEMNIFICATION/HOLD HARMLESS:**

To the fullest extent permitted by law, SLR shall indemnify the City of Long Beach and its board members, officers and employees from and against all liabilities caused by or the result of the negligence,

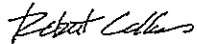
recklessness, or willful misconduct of SLR, or its employees, agents, or subcontractors. Liabilities subject to the duty to indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgements; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorney's fees; court costs. SLR shall have no obligation to indemnify where such liabilities are by the sole active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then SLR's indemnification obligation shall be reduced in proportion to the established comparative liability.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the 2nd day of December, 2021.

SLR International Corporation

Witness:



Signature

December 2, 2021

Date


Robert C. Collins, AICP

Principal Planner

Print Name

Name of Firm: SLR International Corporation

Address: 245 East 40th Street, Suite #30J,  
New York, New York 10016



Professional's Signature

David W. Woods, PhD, FAICP, PP

US Manager of Planning

(Please Print Name and Title)

November 23, 2021

Item No. 3  
Resolution No. 180/21

The following Resolution was moved by Mr. Mandel  
and seconded by Pres. Bendo :

Resolution Authorizing the City Manager to Enter into an  
Agreement with a Planning Consultant for the Preparation of  
an Update to the City's Comprehensive Plan and to Transfer Funds.

WHEREAS, after due advertisement therefore, three proposals were received in  
the Office of the City Purchasing Agent on September 24, 2021 from planning consultant firms  
for the preparation of a comprehensive review, rewrite and update to the City's Comprehensive  
Plan; and

WHEREAS, the three proposals were reviewed, and meetings were held with all  
three respondents by the City's review team, which rated the proposals on various criteria; and

WHEREAS, the City's goals and objectives are to produce a modern planning  
document which will include both short term (5 years) and long term (25 years)  
recommendations and strategies, utilize maps, graphs and other imagery tools to analyze, assess  
and recommend best practices for value-based planning, economic development, housing,  
infrastructure, and other improvements, while responding to the priorities, values and  
requirements of Long Beach residents, safeguarding the City's history, community character and  
environmental resources; and

WHEREAS, said proposals were scored and evaluated for expertise and  
understanding of the services required, and based upon the overall scores, it was determined that  
SLR Engineering Landscape Architecture & Land Surveying, P.C., 245 East 40<sup>th</sup> Street, New  
York, New York 10016 submitted the proposal that best meets the needs of the City of Long  
Beach, at a cost of \$95,000;

NOW, THEREFORE, be it

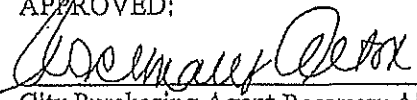
RESOLVED, by the City Council of the City of Long Beach, New York that the  
City Manager be and is hereby authorized to enter into an agreement with SLR Engineering  
Landscape Architecture & Land Surveying, P.C., 245 East 40<sup>th</sup> Street, New York, New York  
10016 for the preparation of a comprehensive review, rewrite and update to the City's  
Comprehensive Plan, at a cost of \$95,000. Funds will be available in Account No. A6420.54453  
(Economic Dev.-Consultants) after the following transfer of funds is hereby authorized:

<u>Budget Code</u>	<u>Description</u>	<u>Transfer</u> <u>From:</u>	<u>Transfer</u> <u>To:</u>
A1210.51101	City Manager-Regular Salaries	\$60,000	
A1430.51101	Civil Service-Regular Salaries	\$35,000	
A6420.54453	Economic Development-Consultants		\$95,000

November 23, 2021


Page 2  
Item No. 3  
Resolution No. 180/21

APPROVED:



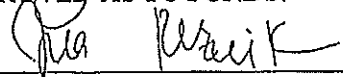
City Purchasing Agent-Rosemary Alton

APPROVED AS TO ADMINISTRATION:



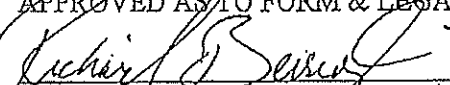
City Manager-Donna M. Gayden

APPROVED AS TO FUNDS:



City Comptroller-Inna Reznik

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel-Richard Berrios

VOTING:

Council Member Delury - AYE

Council Member Mandel - AYE

Council Member Treston - AYE

Vice President McInnis - AYE

President Bendo - AYE