

RESOLUTION NO. 2022-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RAIMI+ASSOCIATES FOR THE DEVELOPMENT OF OBJECTIVE DESIGN STANDARDS FOR AN AMOUNT NOT TO EXCEED \$167,000; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY WITH RAIMI+ASSOCIATES SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY.

WHEREAS, the City of Marina desires to develop Objective Design Standards in an effort to comply with State law and streamline the development of all types of housing projects in an effort to forward the housing goals of the City and the State of California;

WHEREAS, the City conducted a competitive request for proposals and received proposals from four (4) qualified consultants. Each of the consultants were interviewed by staff using a standard format and a successful candidate was selected;

WHEREAS, completion of the Objective Design Standards requires a Professional Services Agreement with the candidate selected for the contract, Raimi+Associates, a community planning and urban design firm with local experience; and

WHEREAS, the approval of this Professional Services Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Adopt a Resolution No. 2022-, approving a Professional Services Agreement with Raimi+Associates for the preparation of Objective Design Standards for an amount not to exceed \$167,000;
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to execute the Agreement on behalf of City with Raimi+Associates subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th of September 2022, by the following vote:

AYES, COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE DEVELOPMENT OF OBJECTIVE DESIGN STANDARDS**

THIS AGREEMENT is made and entered into on _____, 2022, by and between the City of Marina, a California charter city, hereinafter referred to as the “City,” and Raimi+Associates, a Planning consulting firm, hereinafter referred to as the “Contractor.” City and Contractor are sometimes individually referred to as “party” and collectively as “parties” in this Agreement.

Recitals

- A. City desires to retain Contractor to prepare Objective Design Standards consistent with California State law, hereinafter referred to as the “Project.”
- ~~B.~~ Contractor represents and warrants that it has the qualifications, experience, and personnel necessary to properly perform the services as set forth herein. -
- A. Consultant represents that it has the degree of specialized expertise contemplated within California Government Codes §§37103 and 53060 and holds all necessary licenses to practice and perform the services herein contemplated.
- B. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in **Exhibit “A”** attached hereto (“Scope of Work”) and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on September 30, 2023 unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval, and;

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form, and;

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto, and;

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project on or by September 1, 2022. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed one hundred sixty-seven thousand dollars (\$167,000) in accordance with the provisions of this Section and the Cost Estimate attached hereto as **Exhibit A** and incorporated herein by this reference.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or dispute items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the prior written authorization.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is affected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is affected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Guido Persicone, Community Development Director, who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Simran Malhotra as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Simran Malhotra, Alessandra Lundin, and Jasmine Williams of Raimi+Associates; Megan Jones of Rincon Consultants, Inc.; and Christy Hopper, Planning Services Manager and Guido Persicone, CDD Director, of the City of Marina.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors other than set forth in **Exhibit A** consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the payment, administration, completion, presentation and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training, and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, GIS files, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducibles of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising therefrom.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), resulting from property damage, bodily injury or death arising out of the operations in the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole 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, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party. Notwithstanding the foregoing, with respect to Contractor's professional liability (as opposed to Contractor's operations covered by Commercial General Liability Insurance), to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Indemnified Parties from any and all losses, costs, damages and expenses, (including the reimbursement of reasonable attorneys' fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole 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, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in **Exhibit "B"** "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, signed digitally by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non-affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties have reviewed and considered the principal test and secondary factors herein and agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: The Contractor rather than the City has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, City may exercise over the details of the work is slight rather than substantial; (b) Contractor is engaged in a distinct occupation or business; (c) in the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the Contractor rather than the City supplies the instrumentalities, tools and work place; (f) the length of time for which Contractor is engaged is of limited duration rather than indefinite; (g) the method of payment of Contractor is by the job rather than by time; (h) the work is part of a special or permissive activity, program, or project, rather than part of the regular business of the City; (i) Contractor and City believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) the City conducts public business.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance

with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance With Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work., etc.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City:	City Manager City of Marina City Hall 211 Hillcrest Avenue Marina, California 93933 Fax: (831) 384-9148
To Contractor:	Raimi+Associates 706 South Hill Street, 11th Floor Los Angeles, CA 90014 Phone: 213.599.7670 Fax: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. It is understood and agreed to by the Contractor and the City that they cannot, and will not, claim Force Majeure based on an economic downturn of any type. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. **Construction. References. Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original, but both of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf. Or any electronic signature complying with the U.S. E-SIGN Act of 2000, California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes.

33. **Time.** Time is of the essence in this contract.

34. **Exhibits.** In the event of any conflict between the Terms and Conditions and any terms or conditions of any document prepared or provided by the Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefore, the Terms and Conditions of this Agreement shall control over those terms and conditions.

35. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR: __

By: _____
Name: Layne Long
Its: City Manager
Date:

By: _____
Name: Simran Malhotra
Its: Vice President | Principal, Raimi+Assoc.____
Date:

Attest: (Per Resolution 20__ - __)

Deputy City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A

SCOPE OF WORK

Revised Version Received 8-11-22

An aerial photograph of a coastal city, likely Marina del Rey, showing a river, highways, and residential areas. The image is in a teal color scheme.

CREATION OF OBJECTIVE DESIGN STANDARDS FOR SINGLE-FAMILY, MULTIPLE- FAMILY, AND MIXED-USE DEVELOPMENTS

City of Marina

City of Marina ODS | Revised August 11, 2022

Exhibit A: Scope of Work and Cost Estimate

The following work plan outlines the proposed scope of work. If selected, R+A will collaborate with staff to finalize the scope of work and schedule. The work plan assumes a 15-month process.

Task 1: Project Initiation & Management

Task 1.1 - Project Kick Off Meeting

R+A will attend a an in-person kick-off meeting with City staff to establish a mutual understanding of the key issues, discuss expectations, and lay out project milestones, meeting times, public workshops, and deliverables. The kickoff meeting will occur on the same day as the city tour outlined in Task 1.2 below.

Task 1.2 – City Tour

R+A will attend an in-person city tour on the same day as the project kickoff meeting, to gain additional insight related to community character and recent development projects. This may include conducting site visits with staff to review patterns and scales of existing development and assess the quality, scale, and placement of new structures recently approved.

Task 1.3 - Monthly Conference Calls / Project Coordination

R+A will hold monthly conference calls with the Community Development Director, Planning Services Manager, and relevant Planning staff to discuss project coordination and content topics, approximately one hour each. R+A's project manager or a designated representative will be on each call. R+A will maintain an online document outlining agendas and meeting notes.

Task 1 Deliverables

- Attend one (1) kick-off meeting with staff.
- Attend one (1) city tour with staff.
- Facilitate bi-weekly conference calls between designated City staff and Consultant Project Manager (R+A: 30 meetings)

Task 2: Background Analysis + Issue Identification Summary Memo

Task 2.1 - Data Gathering and Document Review

R+A will conduct a technical review and analyze existing documents, listed below, for policy, development standards, regulations, permit procedures, and design guidance that will influence the development of objective design standards. R+A will also draw on the best practices of surrounding cities as part of the analysis.

City staff will provide R+A with all existing documents that would be useful during the evaluation phase.

Documents to Review:

- Staff's initial issue identification document and recommended changes as necessary to improve the City's understanding of the issues.
- Specific/area plans for subjectivity and design character/preferences:
 - Downtown Vitalization
 - University Villages (Dunes)
 - Seahaven (formerly Marina Heights)
 - Cypress Knolls
 - Marina Station
- Design Guidelines for subjectivity and design guidance:

- City of Marina Design Guidelines and Standards for Landscape, Site and Parking Lot Design, Site Lighting, and Signs
- Zoning Ordinance (Title 17 of the Marina Municipal Code) and Marina General Plan to ensure consistency and remove subjectivity.
- City-wide plans:
 - Local Coastal Land Use & Implementation Plan

Task 2.2 – Current Project Review

City staff will provide consultants with 2 to 3 representative sets of plans for recently approved for single-family and multi-family development projects as well as projects currently under review, including those that have been controversial and/or appealed. The City will also provide all data regarding the size, placement, and height of new residential structures that have been approved by the City, as well as any other data readily available that would be useful during the evaluation phase. In addition, City staff will provide input received at relevant Planning Commission meetings that will help highlight key concerns and sentiment from the public and decision makers on these projects. Staff will be asked to identify 2-3 buildings that exemplifies what they would like to see in the City and one that represents design features they would like to avoid. R+A will hold a 1- hour virtual meeting with the Planning Services Manager to review and discuss the current projects.

R+A will review the representative project plans to understand how development standards are currently being interpreted and applied during the current permit review process.

Task 2.3 – Site Analysis + Issue Identification Summary Memo

R+A will identify areas with the potential for single-family, multi-family, or mixed-use residential development and document key physical characteristics of the existing surrounding community and neighborhoods. This analysis will exclude the Downtown Vitalization, University Villages (Dunes), Seahaven (formerly Marina Heights), Cypress Knolls, and Marina Station Specific Plan Areas. The site analysis will serve as a visual inventory of the City in order to provide detailed information to develop appropriate City-specific objective standards. This effort will also help guide and focus the study while also enabling the project team, City staff, decision makers, and the public to better understand where such development is most likely to occur.

R+A will prepare an Issue Identification Summary Memo based on information gained from the background analysis in Task 2.1 and engagement activities in Tasks 3.2-3.3 (below). R+A will make one round of revisions to the document. The Memo will include the following:

- Summary of feedback from City Staff, Planning Services Manager, and Community Development Director
- Summary of feedback from focus group participants (Task 3.2)
- Current/recent project review and analysis
- Identification of opportunities and constraints to creating objective standards
- Results of Visual Preference Survey (See Task 3.3)

Task 2.4 – Staff Working Session #1

R+ will prepare for and attend a virtual working session with appropriate City departments and staff to review and solicit comments on the Issue Identification Summary Memo findings. The goal of the meeting will be to review and confirm the challenges and opportunities with the current guidelines and process and discuss potential frameworks for the new objective standards.

Task 2.5 – PC/CC Study Sessions

R+A will prepare for and present at Planning Commission and City Council Study Sessions (1 each) to provide an update on the existing baseline – Site Analysis and Issue Identification Memo. The feedback received will guide the development of the objective design standards. Virtual attendance is assumed.

Task 2 Deliverables

- Issue Identification Summary Memo

Task 3: Public Outreach

Task 3.1 – Project Fact Sheet

In preparation for initial engagement with the residents and stakeholders, R+A will prepare a public-facing fact sheet (2-page max) that simply describes State regulations, and the need to create objective standards and establishing a streamlined process for ministerial review. This document will be clearly written for the public, contain graphics describing the issues, challenges, and project goals. The content will be added to a City-run website for the project.

**City of Milpitas
Objective Standards Project**

Project Overview

The City of Milpitas is creating a project to create objective design standards for all new multi-family and mixed-use projects in the city. Recent state laws require local jurisdictions to adopt objective standards and streamline their housing development and review process to ensure high quality design and facilitate efficient delivery of new residential units.

California State Senate Bill 330, also known as SB 330, requires individual jurisdictions that have not yet achieved their respective State-mandated housing goals to establish a clear and impartial approval process for multi-family housing projects.

Today, the City primarily relies on the Zoning Ordinance and two Specific Plans to address the character of new residential development. These documents include objective development regulations and subjective design guidelines. The goal of this project is to create objective design standards that applies citywide. These design standards will allow flexibility in design, but require key elements that support the pedestrian experience, create human-scaled buildings, and preserve the character of Milpitas' neighborhoods. These objective design standards will be formally adopted as a stand-alone document once approved by City Council.

What are Objective Design Standards?

Objective Design Standards are defined by State law as standards that:

“(involve) no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submission of an application.” California State Senate Bill 330 (Section 8000.7)

These standards typically contain concise and quantifiable language that are designed for consistent interpretation by designers, reviewers applicants, and approval bodies.

The language is clear and explicit in its direction, and balances flexibility in design with a universal set of rules that facilitate an efficient review process and result in buildings that are appropriate for their context and environment.

Why are Objective Design Standards Necessary?

The goal of objective design standards is to eliminate the need for personal interpretation and uncertainty, in favor of language that encourages a transparent and streamlined review process. Previously, local development standards often contained ambiguous or unclear standards and requirements for residential development.

Individual applicants and planners would both have to interpret and regulate vague terminology such as “high quality,” “consistent design,” or “sensitive to local context.” This level of subjectivity and lack of clarity often resulted in inconsistent interpretations, as well as prolonged approval processes that impeded the creation of new housing and development.

Examples of Subjective Guidelines and Objective Standards

Subjective Language

Provide articulation to reduce the apparent mass and scale of the building, and to be sensitive to the neighborhood context.

Objective Language

For every 100 feet of building length, there shall be a glass break along the facade composed of an offset of at least 5 feet depth and 25 feet in length.

Where will these standards apply?

Objective design standards will apply to new projects that are either:

- 1) Multi-family projects (defined as 2 or more dwelling units)
- 2) Mixed-use projects (combination of residential and other uses)

New single-family homes, commercial-only projects, and other project types still need to meet existing development standards in the Zoning Ordinance, Specific Plan design guidelines (if applicable), and if discretionary approval is required, additional standards on a project-by-project basis.

How long will this project last?

The City of Milpitas is collaborating with a consultant to draft objective design standards in the upcoming months. The final standards are expected to be presented to City Council for adoption by end of 2022.

Where can I learn more?

The Planning Department will soon be launching a new webpage where updates will be shared.

For additional questions please contact Jay Lee, Principal Planner (jlee@cplmipitas.ca.gov).

Project Schedule

February 2021 - March 2021: PROJECT BACKGROUND Review Legislation, Zoning & Specific Plans, Develop Needs & Objectives

April 2021 - May 2021: OBJECTIVE STANDARDS DIRECTION Staff & Public Engagement

May 2021 - June 2022: OBJECTIVE STANDARDS PREPARATION Draft Standards & Public Review

July 2022 - October 2022: REVIEW & ADOPTION Public Review & Adoption Meeting

COMMUNITY ENGAGEMENT (ongoing throughout the process)

Task 3.2 – Focus Groups

R+A will conduct up to two small group discussions with stakeholders, including, but not limited to, housing developers and local designers and architects, conducted virtually. The intent is to discover the most critical issues for the City early in the process and what the project should focus on to ensure success. Stakeholders will also identify exceptional buildings to establish a list of buildings that exemplify what the city is looking for. R+A will collaborate with Staff to identify a stakeholder list for the project. City staff is responsible for scheduling and logistics. Virtual attendance is assumed.

If requested, as an optional task, focus group meetings may also be held later in the project to get additional feedback on standards as they are being developed and provide a sounding board for draft design standards.

Task 3.3 – Public Outreach

Objective standards are a challenging topic to engage the typical layperson. Instead of community workshops, our team recommends surveys as a tool to get input on a variety of design topics at the early stages of the project. Additional community input may be received at the study sessions with the Planning Commission and City Council. We have found this to be an effective approach in other communities. However, if it is decided that a different approach is warranted, then the hours assigned for this task may be re-allocated to undertake the modified task.

R+A will conduct a community-wide Visual Preference Survey to get an understanding of the issues that are of most importance to the Marina community. This survey will help the team identify both positive and negative aspects of development that will help guide the development of the objective standards as outlined in Task 4.

Task 3 Deliverables

- *Project Fact Sheet*
- *Two Focus Groups*
- *(2) PC + CC Study Sessions (1 each)*
- *Visual Preference Survey*

Task 4: Draft Objective Standards

Task 4.1 – Objective Design Standards Framework Plan

R+A will develop a framework plan for the transformation of the city's design guidelines into objective design standards. The framework plan will identify topic areas for design standards, the approach and format of the objective design standards, consideration of standards in specific plans, and a preliminary outline. R+A will produce a first draft of the framework plan. Any City comments will be incorporated in the preparation of the Administrative Draft.

Task. 4.2 – Staff Working Session #2

R+ will prepare for and attend a virtual working session with appropriate City staff to review and solicit comments on the Framework Plan. The discussion will help R+A to revise and finalize the Framework Plan and start preparing the draft objective design standards.

Task 4.3 – Objective Design Standards Administrative Draft

R+A will produce an illustrated Administrative Draft of the proposed objective design standards for single-family, multi-family, and residential mixed-use development. Standards will reflect the variety of building types and architectural styles appropriate in Marina and address topics such as site planning, building massing and articulation, building frontages, entrances, exterior materials, landscaping, utilitarian/mechanical elements of building design, etc. Standards will also be applicable to specific typologies based on development types (such as rowhouses/walkups, small lot single-family, garden apartments, podium buildings, etc.), design type, lot size and configuration, or other organizing principles. R+A will identify and study (4) four typologies. R+A will prepare graphic illustrations and provide images to represent and explain a suggested design topic or standard, many of which will contain text callouts helping to illustrate the design intent.

The Administrative Draft will be in Word format. Admin Draft will be used to receive feedback from the City on the initial/draft standards. The City will provide one consolidated set of actionable comments to R+A.

The Draft will include some of the following components:

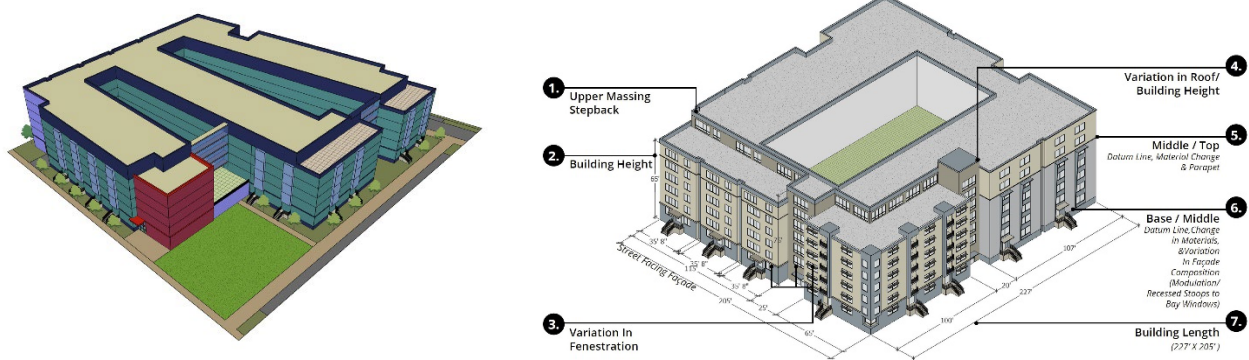
- **Site Design** – The relationship of buildings to each other as well as to sidewalks, streets, and parking, and transitions between the public and private realm (frontages and setbacks, etc.).
- **Massing Composition** – Vertical and horizontal massing breaks and façade orientation.
- **Building Articulation** - Three-dimensional changes in the outside walls of a building, including projections and recesses (e.g., balconies, bay windows, etc.), upper-floor step-backs, building composition, fenestration patterns, and the like.

- **Buffer Zones/Neighborhood Transitions** - For multi-family developments adjacent to single-family neighborhoods. The team will evaluate current transitional standards and assess whether and how these might be strengthened to meet community and city objectives.
- **Parking**- The location, configuration, design, and screening of parking areas and/or structures.
- **Building Materials** – Use of high quality, innovative building materials.
- **Landscaping Requirements**- Objective landscape screening standards for buffering between different uses and building scales and providing green neighborhoods.

Task 4.4 – Site Tests (+1 set of revisions)

R+A will use the administrative draft of the Objective Design Standards to evaluate up to four typical site locations and/or building types. The site tests will include 3D massing models and plans that will be based on typical building prototypes of residential and mixed-use buildings in Marina. The site tests will be used to identify potential issues and provide staff and stakeholders with examples of how the standards comprehensively apply to building design. The project team will evaluate the standards on prototypical sites to ensure the standards enable the intended development. Following feedback from City staff, R+A will make (1) round of revisions to the site tests.

Site Test Example | Milpitas, CA



Task. 4.5 – Staff Working Session #3

R+ will prepare for and attend a virtual working session with City staff to review and solicit comments on the Admin Draft of the Objective Design Standards and the Site Tests. The discussion will help R+A to refine the standards and prepare the Public Review draft of the Objective Design Standards (Task 4.9).

Task 4.6 - General Regulations and Design Review

R+A will identify, discuss, and propose updates to other sections of the Zoning Ordinance as necessary to ensure consistency with the objective design standards, such as revisions to General Site Regulations and Site and Architectural Design Review. R+A will identify potential conflicts with any new State or Federal legislation and/or recent court rulings that would require changes to the city's documents.

Task 4.7 – General Plan Amendments Draft

In a memo, R+A will identify and discuss what updates to the General Plan may be necessary to ensure consistency with the objective design standards.

Task 4.8 – Public Review Draft

R+A will review the consolidated feedback from City staff on the Administrative Draft Design Standards and make all necessary updates to prepare the Public Review Draft Objective Design Standards.

Task 4.9 – PC/CC Study Sessions (2)

R+A will prepare for, present, and solicit comments on the Public Review Draft Standards at Planning Commission and City Council Study Sessions (1 each). Feedback received will be incorporated in the Final standards. Virtual attendance is assumed.

Task 4 Deliverables

- *Objective Design Standards Framework Plan*
- *Objective Design Standards Administrative Draft*
- *Site Tests (4)*
- *Proposed Zoning Code Revisions*
- *General Plan Amendment Memo*
- *(2) Staff Working Sessions*
- *(2) PC + CC Study Sessions (1 each)*

Task 5: Environmental Review

Task 5.1 – CEQA Analysis

Through R+A's experience on other objective design standards projects in California and discussions with Rincon Consultants, Inc., we believe the scope of work will not result in significant environmental impacts, and it is possible that the design standards could qualify for an exemption under the California Environmental Quality Act (CEQA), specifically under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption"). In the event the project does not qualify for an exemption under CEQA and would not result in significant unmitigable impacts, Rincon Consultants can prepare an Initial Study to support a Negative Declaration or Mitigated Negative Declaration pursuant to Section 15168(c) and (e) (see Optional Tasks below).

Task 5 Deliverables

- *CEQA Analysis (Letter of Exemption)*

Task 6: Adoption + Final Documents

Task 6.1 – PC/CC Hearings

R+A will present final documents and prepare all required visual aids, printed material, and make formal public presentations at up to (1) Planning Commission hearing and (1) City Council hearing to support adoption of the Objective Design Standards. Virtual attendance is assumed.

Task 6.2– Final Objective Design Standards

R+A will review the consolidated feedback from the City following the PC/CC Hearings and make all necessary updates to the Objective Design Standards and prepare the final documents for reproduction, dissemination, and integration into Title 17 Zoning Ordinance. R+A will provide the City with a word document of all standards and guidelines and jpg versions of all diagrams and/or photographs used in the documents. This task includes the final drafts of the other zoning amendments. A certain number of hours are budgeted for this task. If the level of effort exceeds the budgeted hours, a contract amendment may be required.

Task 6 Deliverables

- *Final Documents (Word version, and associated graphics)*

Optional Tasks:

Optional Task A – Initial Study

As an optional task, Rincon can prepare an Initial Study (IS) for the project. Rincon would prepare an Administrative Draft IS for review by City staff. The Administrative Draft IS would address all items on the environmental checklist at a sufficient level of detail to allow for the determination of levels of significance. When warranted, mitigation measures would be incorporated for any potentially significant impacts identified. This scope of work assumes a low level of detail is required to address all issue areas, with no modeling for air quality, greenhouse gas emissions, noise, or transportation being required. Rincon will address one round of consolidated comments on the Administrative Draft IS and prepare a Draft IS for public review. City staff would be responsible for noticing and public circulation tasks. After a 30-day public review period, Rincon will respond to up to three public comment letters and, as necessary, prepare a Mitigation Monitoring and Reporting Program (MMRP). Only digital copies of the IS would be provided.

Budget - \$21,000

Optional Task B - SB9 Ordinance Draft (+1 set of revisions)

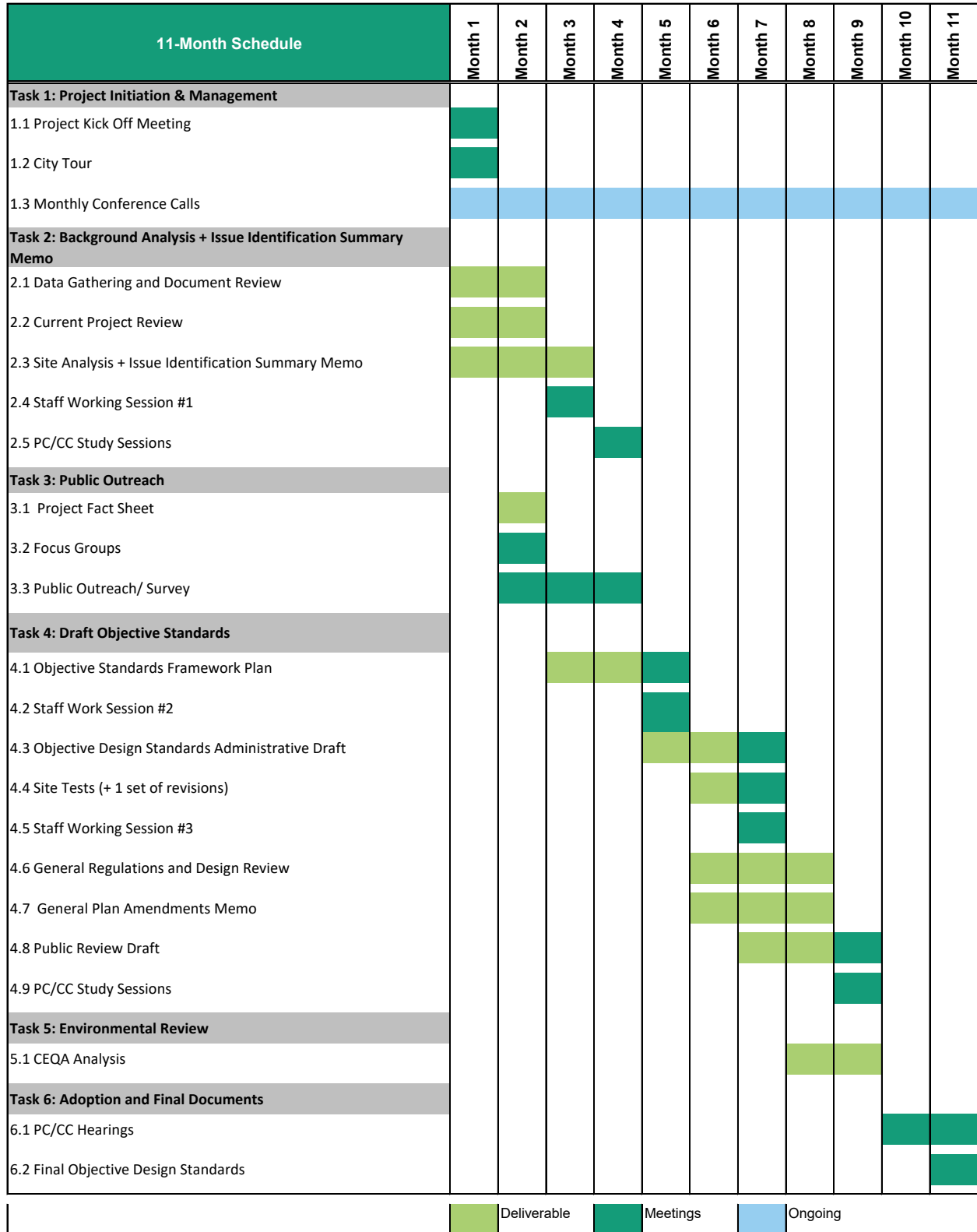
SB 9 was approved by Governor Gavin Newsom on September 16, 2021; and went into effect on January 1, 2022. SB 9 requires the ministerial approval of a proposed urban lot split containing no more than two residential units per lot without discretionary review or a hearing. R+A will draft a stand-alone SB9 Ordinance with development and design regulations for the subdivision and development of qualified SB9 properties in the City.

Budget - \$13,060

Scope of Work Assumptions

- The scope indicates which meetings will be held virtually.
- The scope of work assumes any notification to property owners based on zoning code or general plan land use changes will be managed by the City of Marina.
- The City of Marina will provide R+A with an editable version (Word documents) of any requested documents.
- The City will provide R+A with updated ArcGIS Shapefiles with accurate parcel-based zoning and General Plan data which will serve as the basis for the project.
- All tasks are budgeted with an allowance for number of hours which assume level of effort that is consistent with industry best practices and standards.
- The City will provide comments on all draft documents electronically in Word. This will include one set of non-conflicting comments that provide clear direction for the consultant team.

Project Schedule



Cost Proposal

The Raimi + Associates team's **cost proposal for preparing the Objective Design Standards for Single-Family, Multiple-Family and Mixed-Use Developments is \$167,000**. The cost proposal includes a breakdown of the anticipated personnel hours for each task by billing rate category, and non-labor direct costs (travel, printing, etc.) and markups. A Letter of Exemption has been included in the base budget for environmental review.

If an IS/ND is required, the optional task budget of **\$21,000** is also provided. The preparation of a SB9 ordinance is also included as an optional task with a budget of **\$13,060**. The R+A team will work with the City staff to modify the scope and budget to best meet the City's needs.

Please find on the following pages the combined cost proposal detailed by task and subtasks, and billing rate sheets for R+A and Rincon.

City of Marina

**Proposal Budget: CREATION OF OBJECTIVE DESIGN
STANDARDS FOR SINGLE-FAMILY, MULTIPLE-FAMILY, AND
MIXED-USE DEVELOPMENTS**



Tasks		Labor						Subconsultants	ODCs	Total
Task #	Task Description	Raimi + Associates						Rincon		
		Principal	Project Manager	Senior Associate	Senior Planner / Designer	Intermediate Planner	Total Hours	Total Labor Costs	Labor Costs	Other Direct Costs (See Notes)
		Malhotra	Lundin	Sensenig	Williams	Zayas del Rio				
		\$250	\$190	\$200	\$170	\$155				
1	Task 1: Project Management									
1.1	Project Kick Off Meeting	2	2		2		6	\$1,220	\$0	\$24
1.2	City Tour	4	6		6		16	\$3,160	\$0	\$613
1.3	Monthly Conference Calls/ project Coordination	14	16		10		40	\$8,240	\$0	\$165
	Subtotal Task 1	20	24	0	18	0	62	\$12,620	\$0	\$802
2	Task 2: Background Analysis + Issue Identification Summary Memo									
2.1	Data Gathering and Document Review	2	8		8		18	\$3,380	\$0	\$68
2.2	Current Project Review	4	8		8		20	\$3,880	\$0	\$78
2.3	Site Analysis + Issue Identification Summary Memo	4	24		30	24	82	\$14,380	\$0	\$288
2.4	Staff Working Session #1	2	2		4		8	\$1,560	\$0	\$31
2.5	PC/CC Study Sessions (2)	6	14				20	\$4,160	\$0	\$83
	Subtotal Task 2	18	56	0	50	24	148	\$27,360	\$0	\$547
3	Task 3: Public Outreach									
3.1	Project Fact Sheet		4		4	8	16	\$2,680	\$0	\$54
3.2	Focus Groups (1 set)	4	8		8		20	\$3,880	\$0	\$78
3.3	Public Outreach/Virtual Survey	4	20		30	20	74	\$13,000	\$0	\$260
	Subtotal Task 3	8	32	0	42	28	110	\$19,560	\$0	\$391
4	Task 4: Draft Objective Standards									
4.1	Objective Standards Framework Plan	8	24	8	22	16	78	\$14,380	\$0	\$288
4.2	Staff Working Session #2	2	2	2	2		8	\$1,620	\$0	\$32
4.3	Objective Design Standards Administrative Draft	16	76	8	40	24	164	\$30,560	\$0	\$611
4.4	Site Tests (+1 set of Revisions)	4	8	16	60		88	\$15,920	\$0	\$318
4.5	Staff Working Session #3	2	2	2	2		8	\$1,620	\$0	\$32
4.6	General Regulations and Design Review	2	24		16		42	\$7,780	\$0	\$156
4.7	General Plan Amendment Memo	2	16				18	\$3,540	\$0	\$71
4.8	Public Review Draft	4	24		28		56	\$10,320	\$0	\$206
4.9	PC/CC Study Sessions (2)	6	14				20	\$4,160	\$0	\$83
	Subtotal Task 5	46	190	36	170	40	482	\$89,900	0	\$1,798
5	Task 5: Environmental Review									
5.1	CEQA Analysis	2	2				4	\$880	\$5,000	\$268
	Subtotal Task 6	2	2	0	0	0	4	\$880	\$5,000	\$268
6	Task 6: Adoption and Final Documents									
6.1	PC/CC Hearings (1 PC/ 1 CC)	6	14				20	\$4,160	\$0	\$83
6.2	Final Objective Design Standards (allowance)		8		12		20	\$3,560	\$0	\$71
	Subtotal Task 7	6	22	0	12	0	40	\$7,720	\$0	\$154
	Budget Total	100	326	36	292	92	846	\$ 158,040	\$ 5,000	\$ 3,960
	Optional Tasks									
A	CEQA Initial Study/Negative Declaration (Rincon)						0	\$0	\$20,000	\$1,000
B	SB9 Ordinance Draft (+1 Set of Revisions)	4	40		24		68	\$12,680	\$0	\$380
Notes:										
1	Direct costs for sub-consultant management fee (5% of Sub Consultant Fee)			\$250						
2	Direct costs in reimbursable expenses for office expenses (2% of R+A)			\$3,160						
3	Travel and Printing Costs (allowance)			\$550						

2022 Billing Rates

The following is the Rate Schedule for Raimi + Associates through December 31, 2022.

Labor

Principal	\$250/hour
Associate Principal	\$225/hour
Senior Associate	\$200/hour
Associate	\$190/hour
Senior Planner/Designer/Researcher	\$170/hour
Intermediate Planner/Designer	\$155/hour
Planner/Designer/Researcher	\$125/hour
Graphics	\$100/hour
Finance Director	\$160/hour
Account Manager	\$110/hour
Intern	\$60/hour

Reimbursable Expenses

General Office Expenses	Billed at 3% of labor
Sub-consultant Management	7%
Travel mileage	\$0.575/mile or current IRS rate
Travel (Airfare, Hotel, Meals)	At cost / Per contract
Outside Vendor Expenses	At cost / Per contract
Printing (in-house for large print jobs only)	11x17 Color - \$1.00/ea. 8.5x11 Color - \$0.50/ea. 11x17 B/W - \$0.20/ea. 8.5x11 B/W - \$0.10/ea. Binding - \$2.50 per document (8.5x11) or at cost from vendor Large Format Printing/Plotting – at cost from vendor Large volume print jobs (e.g., final reports) – at cost from vendor



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	295
Director II	295
Principal I	285
Director I	285
Senior Supervisor II	258
Supervisor I	240
Senior Professional II	224
Senior Professional I	208
Professional IV	184
Professional III	170
Professional II	153
Professional I	136
Associate III	117
Associate II	102
Associate I	95
Field Technician	82
Data Solutions Architect	175
Senior GIS Specialist	164
GIS/CADD Specialist II	146
GIS/CADD Specialist I	131
Technical Editor	130
Project Accountant	110
Billing Specialist	95
Production Specialist	105
Clerical	95

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$88/day
4WD and Off-Road Vehicles*	\$140/day

*\$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation. **Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Rincon Consultants, Inc.

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$155
Four Gas Monitor	\$133
Flame Ionization Detector	\$107
Photo Ionization Detector	\$80
Hand Auger Sampler	\$60
Water Level Indicator, DC Purge Pump	\$45
Natural Resources Field Equipment	
UAS Drone	\$268
Spotting or Fiberoptic Scope	\$165
Pettersson Bat Ultrasound Detector/Recording Equipment	\$165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$110
GPS (Sub-meter Accuracy)	\$65
Infrared Sensor Digital Camera or Computer Field Equipment	\$55
Scent Station	\$22
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$600
Boat (20 ft. Boston Whaler or Similar)	\$335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$60
Refractometer (Salinity) or Turbidity Meter	\$37
Large Block Nets	\$110
Minnow Trap	\$95
Net, Hand/Large Seine	\$55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$165
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$55/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$55
Insurance, Hazard and Fees	
Historic Research Fees	\$50
L&H Dive Insurance	\$55/diver
Level C Health and Safety	\$65 person

Exhibit B - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession is required, in a form and amount approved by the City Attorney and Risk Manager. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

q) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

r) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

t) City reserves the right to modify the insurance requirements set forth herein in accordance with the terms of any specific Service Order issued as provided by the Agreement.

August 25, 2022

Item No. **8g(1)**

Members of the Marina
City Council

City Council Meeting
of September 7, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
RAIMI+ASSOCIATES FOR THE DEVELOPMENT OF OBJECTIVE DESIGN
STANDARDS.**

REQUEST: It is requested that the Marina City Council:

4. Adopt a Resolution No. 2022-, approving a Professional Services Agreement with Raimi+Associates for the preparation of Objective Design Standards for an amount not to exceed \$167,000;
5. Authorize the Finance Director to make necessary accounting and budgetary entries; and
6. Authorize the City Manager to execute the Agreement on behalf of City with Raimi+Associates subject to final review by the City Attorney.

SUMMARY:

In addition to the plethora of housing bills, after January 1, 2020, multifamily housing projects, transitional and supportive housing, and mixed-use projects with at least two-thirds (2/3s) of the square footage designated for residential uses, must be reviewed for conformance with objective zoning standards:

“Objective design standard” means a design standard that involve no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application.¹

If a city wants to deny a housing project², it must make specific findings of fact detailing how the project is not consistent with objective design standards and that the project has a specific adverse effect to public health and safety that can’t be mitigated in any other way.³ In effect “super findings of fact” must be made to deny a multifamily housing and mixed-use project moving forward.

A standard Professional Services Agreement (Agreement) for this item is included as **EXHIBIT A** and includes the consultant’s scope of work, schedule, and insurance and liability information.

BACKGROUND:

The Community Development Dept. (CDD) released a Request for Proposals (RFP) to solicit proposals for the development of ODS and received four (4) qualified submittals. Staff interviewed all consultants and selected Raimi+Associates based on experience, understanding of the task, familiarity, and competitive budget.

¹ Housing Accountability Act and Senate Bill 35 (Government Code Sections 65589.5 and 65913.4),

² Per recent changes to the Housing Accountability Act (HAA) a housing project is defined as two or more units.

³ Metropolitan Transportation Commission (MTC) presentation:

https://mtc.ca.gov/sites/default/files/Planning_Innovations_Presentations.pdf

In addition to helping the City meet the requirements of the variety of new housing laws mentioned in this report and Housing Element implementation measures, the Objective Design Standards will include the following elements:

- Review and analyze the City's existing policy documents, development standards and regulations, and permit procedures to become familiar with the physical form of the city, determine key development areas, and identify concerns, issues, challenges, and/or changes in the City's design guidance.
- Engage with City staff, community members, decision makers, and development professionals.
- Analyze architectural precedents to understand how development standards and design guidelines are currently being interpreted and applied.
- Test fit typical development sites to analyze new design standards.
- Update current regulations to conform to State Law, including removing subjective design language from existing documents (e.g., General Plan).
- Draft Citywide Objective Design Standards for single-family, multifamily, and mixed-use development that reflect the community's vision and improve compatibility between new development and surrounding neighborhoods.
- Incorporate compelling, easily digestible supporting design graphics.
- Streamline project review and permitting for residential and residential mixed-use developments.

An important item to note is that ODS are not intended to be "style" guidelines or standards that require particular architectural design features or cultural themes, but focus instead on building form, bulk and massing, site planning (setbacks, lot coverage, height, etc.), and building frontage requirements. The ODS are intended to balance the need for standardization with local context-based conditions.

FISCAL IMPACT:

Consultant fees for the development of the Objective Design Standards (ODS) will be provided through the City's Regional Early Action Planning (REAP) grant (\$65,000) and the City's Community Development Department from increased license and permit revenues within the Building Inspection Department. Staff has analyzed building permit revenues from commercial and residential construction and identified an increase in budgeted revenues for the current fiscal year which will fully offset the project cost. The REAP grant is provided by the State's Housing and Community Development Dept. (HCD) and administered by the Association of Monterey Bay Area Governments (AMBAG).

ENVIRONMENTAL REVIEW:

The approval of this Professional Services Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONCLUSION:

This request is submitted for City Council consideration.

Respectfully submitted,

Alyson Hunter, AICP
Sr. Planner, Community Development Dept.
City of Marina
REVIEWED/CONCUR:

Guido F. Persicone, AICP
Director, Community Development Dept.
City of Marina

Layne Long
City Manager
City of Marina