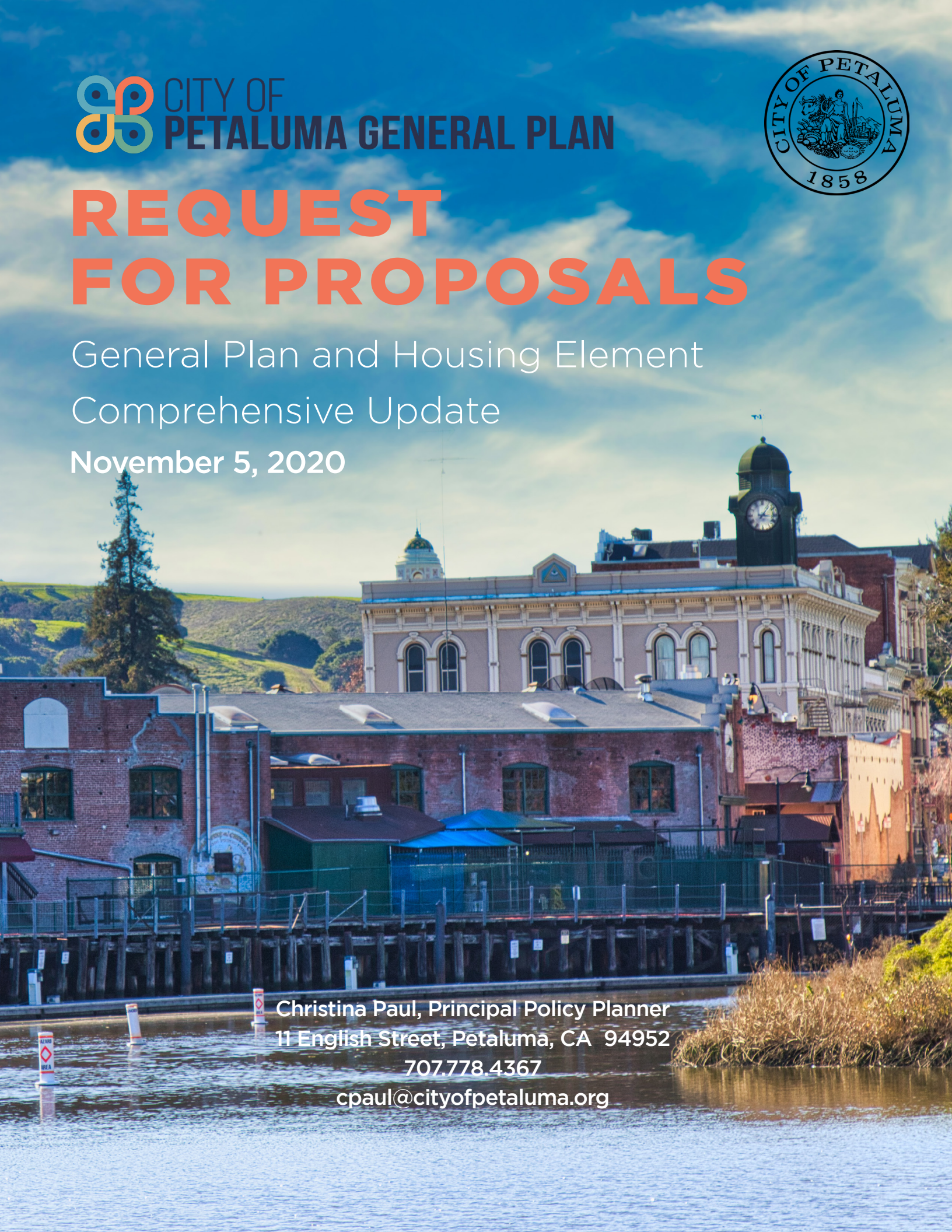


 CITY OF
PETALUMA GENERAL PLAN



REQUEST FOR PROPOSALS

General Plan and Housing Element
Comprehensive Update
November 5, 2020



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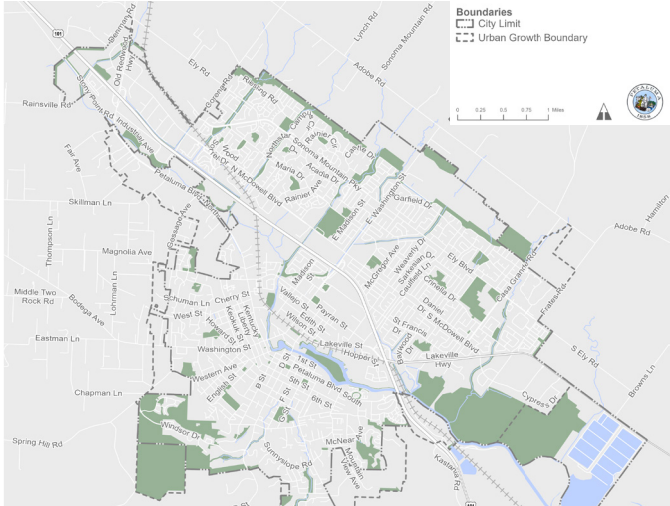
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PROJECT INFORMATION

Date	November 5, 2020
Project Title	General Plan and Housing Element Comprehensive Update
Description	The City of Petaluma is requesting proposals from qualified planning consultant teams to develop a comprehensive update to its General Plan, including the Housing Element, Climate Action Plan or similar robust approach to Climate Action, associated Environmental Impact Report and comprehensive community engagement approach.
Optional Pre-Submittal Conference	Friday, November 20, 2020, at 1:00 p.m.
Questions Due	Monday, November 30, 2020, at noon.
Proposal Due	Monday, December 14, 2020, at 4:00 p.m.
Interviews	Monday, January 11 and Tuesday, January 12, 2021
Contract Award	Monday, February 1, 2021 (City Council consideration)
Project Timeline	Adoption by City Council of the General Plan, Housing Element and EIR in December 2022
Contact	Christina Paul, Principal Planner Petaluma Planning Department 707.778.4367 cpaul@cityofpetaluma.org

SECTION 1: INTRODUCTION



The City of Petaluma is excited to issue this request for proposals from planning teams who would like to partner with us to develop a dynamic, transformative, progressive vision for our City's future. Petaluma is a thriving and unique city of 62,000 nestled in idyllic Sonoma County along the banks of the Petaluma River. Between the urban core of the Bay Area and the rural lands that support that core, we are proud to be the home to an active arts and culture scene as well as active manufacturing and recognized local food and beverage production. Our historic downtown, eateries, wineries and breweries are magnets for tourists and locals alike. We are a close-knit community that welcomes newcomers and new ideas. We believe that it is of paramount importance that we respond as a community to the climate crisis, develop affordable housing, and protect the natural systems that surround us.

The City of Petaluma invites proposals from qualified firms, consultants or consultant teams to prepare a comprehensive update to the City's General Plan, including the Housing Element, Climate Action Plan (or similar approach to a robust approach to Climate Action), and Environmental Impact Report, informed by a robust community engagement process that allows for every Petaluman to participate in creating the vision for our community's future.



The successful consultant team will have significant experience preparing innovative and cohesive General Plan updates and associated technical analysis and documentation. They will also have extensive community outreach, public engagement, and meeting facilitation experience and are asked to demonstrate success with community engagement and thought leadership using creative tools and a variety of approaches to engage a wide spectrum of the community. The City is looking for a team that will provide:

- Thoughtful and engaging visioning with the community.
- The ability to help develop a General Plan that embodies and communicates the various elements and policies in the plan as an interrelated system that articulates both a cohesive, adaptable vision for Petaluma's future and an implementation plan that will be embraced for generations to come.
- Inspirational, articulate, thoughtful and curious team members to work in collaboration with our community, our leadership, and our staff.
- Demonstrated leadership in sustainability, climate action, riparian planning and ecological health, sea level rise, resiliency, and adaptation, and an ability to weave sustainability as a primary priority throughout the General Plan.
- A demonstrated understanding of current HCD requirements going into the 6th cycle and the ability to provide a creative and authentic approach to facilitating RHNA compliance in an equitable and proactive manner, as well as ideas for best positioning jurisdictions to be active partners in attracting and facilitating high quality, sustainable housing development to meet essential housing needs for all Petalumans.
- Qualified environmental experts with a full technical team and demonstrated history of working together as a team.
- A demonstrated ability to meet tight timelines in the context of the City's need to submit the Housing Element and associated environmental documentation no later than January 2023, and desire to complete the General Plan Update on the same timeline.
- An unwavering commitment to community engagement throughout the process.

The State of California has specific regulatory and technical requirements for General Plans. Firms should be creative in proposing a team approach that demonstrates a thorough understanding of the State's regulatory and technical requirements for General Plans while responding to the City's unique qualities and issues.

The City's current General Plan was adopted in 2008 with targeted updates in 2018. The current General Plan is remarkable and forward-thinking for its time, and continues to be a valuable guide on many issues. However, City and community priorities have evolved, and the City was unable to implement portions of the plan due to impacts of the Great Recession. In light of these factors and based on a community desire to create a new vision for Petaluma, City is initiating this General Plan updated well in advance of the 2025 time horizon of the 2008 general plan.

The City has been developing groundwork for the General Plan to build off of since early 2019. This has included developing Community Goals and Priorities, adopting a Climate Emergency Resolution, initiating creating of a Climate Action Framework, and completing extensive community outreach to inform initial General Plan direction. The results of these efforts are summarized below following a brief contextual portrait of the city.

The City of Petaluma

Petaluma, the second largest city in Sonoma County, is a vibrant city of 62,000 residents. We are the southernmost jurisdiction in the County, 15 miles south of Santa Rosa and 40 miles north of San Francisco. Our city was established on the banks of the Petaluma River and incorporated in 1858. Petaluma has had a strong focus on agriculture and river-dependent commerce since it was incorporated, though the construction of Highway 101 from the Golden Gate Bridge into Sonoma County in 1969 brought an increased demand for housing to the city. Shortly thereafter, overwhelmed public schools were forced to go into double sessions, and voters responded by capping the approval of new homes at 500 per year in one of the nation's first growth management regulations. This regulation was challenged by developers and upheld in the US Court of Appeals for the Ninth Circuit in a landmark case. In 1972, voters established another piece of landmark legislation and put into place an Urban Growth Boundary to protect the open space around the city. Petaluma remains committed to the UGB to focus development and avoid sprawl into the outlying farmland and open space that surrounds Petaluma.

The Petaluma River, a tidal sough, runs through the historic heart of the city. While industrial uses of the river have waned, it remains a vital recreational and ecological amenity and plays a strong role in establishing Petaluma's sense of place and identity. The river has recently been dredged to remove sandbars, a process the City is looking to continue to support through new partnerships and funding streams. The Petaluma community is sensitive to the flooding that occurs along the River and its tributaries.

Petaluma has an existing Sonoma-Marín Area Rail Transit (SMART) rail station near its historic downtown, and another station is planned for the northwestern area of the city at Corona Road and McDowell Boulevard. The area surrounding the Downtown SMART Station is addressed by the

City of Petaluma SMART Rail Station Areas: TOD Master Plan, which also serves as a preliminary vision for the Corona Road station. An associated SmartCode reinforces the SMART Plan for the plan area.

The City is proud to showcase its historic downtown and surrounding historic districts. The Petaluma Historic Commercial District encompasses much of Downtown Petaluma and includes 96 contributing buildings on approximately 23 acres of land. The district was placed on the National Register of Historic Places in 1995, and design guidelines were adopted in 1999.

This District represents the development of commerce in the City from the mid-nineteenth century to the end of World War II. It also provides a diverse and well-designed collection of commercial buildings, the architecture of which is unmatched in Sonoma County. Today's District still retains a high degree of architectural integrity, and building improvements have maintained an association with the historic period. The residential area surrounding the Historic Commercial District boasts many well-preserved historic homes, both modest and grand in scale.

Petaluma remains well-connected to its rural roots. Pastures and open space surround the city, and two creameries still operate in town. The tall feed silos that hover over downtown are still in use. A handful of companies still transport materials and products on the Petaluma River, which runs through the middle of town.

Urban Growth Boundary (UGB)

Petaluma was an early leader in public management of population growth. Infrastructure shortages and sprawling subdivisions that were seen to overtax the community's environmental and aesthetic quality in the 1960s alerted the City to the downsides of rapid growth. Further frustrations were felt as the city became divided between the older West Side and the new commuter-oriented East Side built along Highway 101. Development began endangering the local economy by impinging on agricultural and dairy lands and drawing retail business away from downtown and towards East Side shopping centers.

The UGB was placed on the ballot by the City Council in 1998, and city voters overwhelmingly adopted a fixed urban edge. Although the UGB did not affect the growth management numbers, it confined the city's growth and physical development until 2018. In 2010, the City Council placed a ballot measure before the voters extending the UGB to 2025. Four potential areas of limited expansion were identified in the measure. The Petaluma community and the City remain committed to the Urban Growth Boundary and expect that it will be renewed. The Urban Growth Boundary will be a significant topic of discussion during the General Plan development process and may be proposed to be renewed prior to 2025 as a General Plan implementation measure.

Petaluma is significantly built-out inside the UGB. The City and community are interested in focusing on transit-oriented infill development both around SMART stations and along transit corridors. The City continues to receive enquires about and applications for new housing development projects on remaining undeveloped sites, industrial redevelopment sites and in the greater Downtown.



Community Goals and Priorities

In April 2019, the City convened a community process to identify focal areas and overarching goals for the City as an organization, as well as immediate priorities and action items. This is the culmination of hundreds of hours of work with input from hundreds of community members, committees and commissions, and City staff. Our 2019-2021 set of Goals and Priorities covers five goal areas and includes objectives and work plan items that address important initiatives to improve the quality of life for Petalumans. The Goals identified are:

- 1. A CITY THAT WORKS FOR EVERYONE:** Ensure a fiscally and organizationally sustainable City that is innovative and efficient; provides valued services promptly and professionally; engages the community, and proactively funds, designs, installs and maintains City infrastructure that is safe, functional, and sustainable and serves the needs of our residents.
- 2. OUR ENVIRONMENTAL LEGACY:** Preserve and protect Petaluma's environment for future generations and become a municipal leader in sustainability by protecting our river and open space; reducing and drawing down greenhouse gas emissions; and encouraging sustainable development.
- 3. A SAFE COMMUNITY THAT THRIVES:** Support facilities and design programs that create a healthy, resilient, and engaged community that is prepared, safe, and housed.
- 4. AN ECONOMY THAT PROSPERS:** Encourage a thriving business environment that results in a strong, diverse, resilient economy and supports community prosperity.
- 5. SPACES AND PLACES THAT INSPIRE:** Create inviting natural and built places and spaces for contemplation, play, arts, and connection while celebrating our history and encouraging community pride

The City and community also identified these focal areas: Affordable Housing Crisis; Infill Housing Development; Climate Emergency; Public Health; Equity; Ecological Sustainability; New FEMA Mapping; City Fiscal Sustainability; and Economic Strength. While these goals and focal areas were identified for the 2019-2021 fiscal years, they are indicative of our emerging vision for our community.

The Goals and Priorities document is available at:

<https://cityofpetaluma.org/city-manager-goals-priorities/>



Climate Emergency



Petaluma has a long history of innovation. From its earliest days, Petalumans were inventing new tools and expanding commerce. Now that we are facing climate change, the City of Petaluma is leading with sustainability policies and actions that will support the climate. Whether it be new codes for sustainable development, a focus on alternative transportation options, or the installation of electric vehicle chargers, Petaluma will be looking for ways to take action. In late 2019, the City Council adopted a Climate Emergency Resolution and created a Climate Action Commission charged with helping further this effort. The Climate Action Commission along with engagement of the community is currently drafting a Climate Action Framework to articulate key priorities for addressing climate change. The City anticipates that the Framework will inform General Plan direction.

Identification of Topic Areas

In order to thoroughly prepare to begin the General Plan Update process and provide focused direction to consultants in this RFP, the City undertook a significant outreach effort to identify key topics to focus on and consider during General Plan development. This outreach effort included presentations to City Council and 11 City commissions and committees, stakeholder interviews, a community survey, a City staff survey and community group presentations. The City also collaborated in September 2020 with the Urban Land Institute (ULI) to convene a Technical Assistance Panel (TAP) to study housing opportunities in the city. Below is a summary of the results of this engagement. The City expects that while this information will be valuable to the development of proposals, the consultant team will also contribute their expertise, recommendations for how to address these topics, and suggestions for topics for additional study and discussion.

The following list outlines key issues and aspects of select required and optional elements and general topics and foundational information and feedback gathered during the RFP development process.



1. LAND USE

The City anticipates significant land use changes as a result of the General Plan due to response to evolving market demands, plans for meeting RHNA, and related impacts. The City welcomes creative approaches to using land use policy to foster a strong place-based, socially equitable, ecologically sensitive, climate-aware evolution of Petaluma and its established neighborhoods.

The city faces physical constraints in its efforts to plan for future housing because of its Urban Growth Boundary, which expires in 2025 and is likely to be extended again at that time or earlier by the voters, though limited expansion is possible and may be desirable. The remaining undeveloped space within the Urban Growth Boundary is highly restricted. Much of the remaining undeveloped space is adjacent to the Petaluma River, which triggers concerns about flooding and hydrology impacts and habitat encroachment, or on steep slopes. Additionally, much of the remaining undeveloped land in Petaluma has significant access constraints that create additional challenge.

According to a 2019 real estate forecast, most of Petaluma's current demand is for industrial spaces, particularly newly built class A industrial space. The city has a strong food and beverage manufacturing base. The city's proximity to Marin and San Francisco makes it well-suited to additional industrial space growth, particularly if and when labor costs for construction become more moderate.

During the RFP outreach process, staff received feedback regarding land use in the City. Primarily, members of the committees/commissions identified the need for higher density to accommodate the growth that will occur in the near and long-term in Petaluma. Though higher density was cited as an opportunity and priority by several committee/commission members, several challenges to high density were also identified in the outreach process. These challenges include the historical pattern of low-density development,

the built-out nature of the City, public perception and potential opposition to higher density developments, and inconsistencies between existing General Plan densities and established residential neighborhoods.

Other priorities related to land use include focusing on more home-based industries, introducing different uses into predominantly residential neighborhoods to allow for small community hubs and decrease vehicle miles traveled, preserving commercial and retail spaces, establishing more river-facing uses, updating policy and implementation documents to define mixed-use and transit-oriented development, and focusing on attracting jobs that allow more people to both live and work in the City.

Finally, the City and community would like to explore options to enable flexibility in land use designations so that developers can respond to market demands, while ensuring that market spikes in one kind of development or another do not overwhelm the city and eliminate the potential for other future uses.



2. CONSERVATION

Petaluma is a city defined by the natural environment. The aquatic and riparian resources along the Petaluma River; the rich, ecologically diverse plant and wildlife communities; the area's precious water and air resources; and productive open space resources all contribute significantly to the city's quality of life.

The Petaluma River runs through the middle of the city, creating both the incredible opportunity to facilitate well design river-oriented development and the challenges of remaining sensitive to the river's health and associated floodplain. The Army Corps of Engineers recently completed dredging the Petaluma River, including the Petaluma Marina and the Turning Basin. The Petaluma River had not been fully dredged since 2002 and the Marina since 1998, except for minor dredging performed after the New Year floods emergency in 2006. As a result, the river, especially the Turning Basin and the Marina, had heavily silted up, severely restricting access by commercial and recreational vessels during most of the daily tide cycle. After the current dredging effort is complete, Petaluma will need to develop an agreement with other local jurisdictions to fund any future dredging. The community has expressed the need to have a strong focus on the River in the General Plan.

3. ENVIRONMENTAL JUSTICE

OPR's 2017 General Plan Guidelines require that cities with at-risk populations prepare an Environmental Justice Element as part of an updated General Plan. Preliminary analysis indicated that Petaluma will be required to prepare this element. Beyond this requirement, we are dedicated to furthering environmental justice in the city. The City's intent will be to enhance community health and environmental quality citywide by improving or maintaining air quality, ensuring neighborhood access to healthy foods, promoting equitable distribution of housing types and household income levels, creating a safe pedestrian/bicycle

network, and supporting equal access to public amenities such as parks, transit stops, and libraries. The Plan must ensure that no particular group is required to bear a disproportionate burden of impacts from climate change. Air quality and transportation policies must also be included to help reduce air pollutant concentrations in communities located near high volume roadways or other sources of point and non-point pollution. There is a significant focus on environmental justice in the Climate Action Commission's ongoing work.

4. MOBILITY (CIRCULATION)

The current General Plan was forward-thinking in establishing well-balanced multimodal transportation in the city as a key priority. The City remains dedicated to this vision.

Highway 101 is the primary access route into the city from the north and south, with CA-116 serving as a secondary access route to the east. The Lynch Creek Trail provides crosstown access for bikes and pedestrians. According to a 2020 County study 69% of trips originating in Petaluma stay within the city. The current General Plan identifies two significant vehicle transportation projects to create additional crosstown connector opportunities, including the southern crossing at Caulfield and the northern crossing at Rainier. The City's impact fee structure was developed to solely fund these and other significant infrastructure projects at buildout. However, General Plan work should consider the continued desirability of this funding structure and look to incentivizing projects that address the mobility impacts of the growing community and the City's commitment to carbon neutrality.

Staff are currently working with a Technical Advisory Committee to establish VMT thresholds for the city and provide draft guidelines to the City Council for review and approval near the end of 2020.



Transit access is provided by SMART and bus services through City-run Petaluma Transit, County-run Sonoma County Transit, and Golden Gate Transit.

SMART is planned to run between Cloverdale and Larkspur, and is currently being expanded from existing service. The active track runs from near the Charles M. Schulz-Sonoma County Airport (north terminus) to Larkspur (south terminus, connecting to ferries to San Francisco). The Petaluma Downtown SMART Station has had approximately 30-minute headways in either direction during morning and evening commute hours, and 60-minuted headways for the remainder of weekdays. Service has been reduced due to COVID-19 impacts, and now has approximately one-hour headways, with no weekend service. There is a planned infill SMART station at Corona Boulevard and North McDowell Avenue: Petaluma North. The SMART Board of Directors authorized \$8 million funding for station development in June 2020.

The Petaluma Municipal Airport is located on the northeast edge of the city. It is bordered by agricultural and parks/open space land on the north and east and residential development on the southwest side. The airport records about 60,000 take-offs and landings each year, equally split between aircraft based in Petaluma and those based elsewhere. There is potential for redevelopment

at the airport to accommodate slightly larger aircraft and additional charter flights.

The City is in the process of updating the Pedestrian/Bicycle Master Plan. The first stage of this work will be to develop additional specifications and project prioritization associated with the current Plan. The second stage will be to identify locations for facilities in response to proposed land use changes. General Plan consultants will be asked to collaborate with the Bicycle/Pedestrian planning team and may be asked to perform the second stage of the Ped/Bike Master Plan development. The Ped/Bike Master Plan is, and will remain, an addendum to the General Plan.

Challenges facing circulation in the City were identified by several committees/commissions, including the lack of bicycle and pedestrian infrastructure, individual perceptions of bicyclists on shared roadways, the car-centric design of the City, specifically on the east side, the impact of traffic on the reliability of transit services, and the difficulty in expanding transit services in a distributed, low-density urban condition. Priorities include increasing safety of bicycle and pedestrian facilities, network improvements that account for a multi-modal system, cross-agency coordination, bridging last-mile transportation gaps, increasing safety on urban trails, and increased east-west access and access to amenities throughout the City.

5. OPEN SPACE

Recreation programs and city and county parks are significant contributors to Petaluma's quality of life. Petaluma offers a wide range of recreational programs and facilities for people of all ages. While the City provides a relatively high aggregate seven acres of parkland of seven acres per 1,000 residents, the General Plan will need to carefully consider the development of targeted new facilities and the maintenance and programming of new and existing facilities. Like many cities, Petaluma's available funding for parks acquisition and maintenance is constrained. The City's future planning for parks will focus on access to existing facilities and in areas with little access to parks, park and recreation center programming, and providing a range of experiences at each facility. Creative ideas for maintenance as part of the General Plan would help balance the desire to maintain and enhance existing and bring new park facilities online.

Discussion during the RFP outreach process highlighted maintenance and improvement of existing facilities throughout the City. Input received also indicates the desire for greater diversity in the quantity and type of recreation facilities provided in the City, such as dog parks, pocket parks, and separated paths and trails.

Many participants noted the importance of the Petaluma River and riparian areas throughout the city as crucial for recreation and conservation.



6. SAFETY

Petaluma prides itself in being a safe community with a strong connection between the community, the City, and the Police and Fire Departments. As in many cities, Petaluma's ability to provide supplementary public safety services is constrained by available funding. Major themes around safety in the community include wildfire prevention and concerns surrounding development in the floodplain. Flooding is also an ongoing concern and Petaluma experiences periodic and reoccurring flooding. Calls for disaster preparedness to better respond to these types of hazards were identified as a priority during RFP engagement, and are currently addressed in the recently drafted Local Hazard Mitigation Plan. In addition, pedestrian and bicycle safety concerning the lack of adequate lighting on Lynch Creek Trail and city streets in general was identified as a priority for the community.

Wildfire and urban fires are a major concern. While Petaluma did not have direct loss of structures within City limits during the 2017 or 2020 wildfire events, Petaluma does regularly serve as an evacuation center for surrounding jurisdictions during wildfire evacuations.



7. HOUSING

As with many communities in California, Petaluma is experiencing a housing crisis. Housing priorities identified through the outreach process include the development of affordable housing, increasing the diversity of housing types including housing affordable to middle-income households, congregate care for the elderly population, and support for the homeless population. Significant challenges facing the development of housing in the City include the difficulty of securing financing by developers, conflicts between ensuring environmental protection and reducing climate change impacts and the need for housing, increased traffic, and occasional community bias against affordable/low-income housing.

Like all Bay Area cities, Petaluma must develop its 6th cycle Housing Element by January 2023 and expects to be allocated more than twice the units it saw in the 5th cycle. In 2015, Petaluma's RHNA was 745 new units, including 302 units for low income. Petaluma housing has grown at a rate of approximately 260 units/year since 2015. As of October 2020, Petaluma has a draft local RHNA allocation of 2,110 units, including 560 Very low income units, 323 low income units, 342 moderate income units, and 885 above moderate income units. This allocation may change.

Many of the sites identified in the current Housing Element have been developed, and there are over 2,000 units in the development pipeline. The City's current goal is to support the development of denser infill housing that is environmentally responsible, in close proximity to transit, and including a range in affordability to meet Petaluma workers' and residents' essential housing needs. Petaluma has seen significant interest in ADU development.

The City is the recipient of a LEAP grant to support the development of its Housing Element. All work related to the Housing Element must be billed as a separate task for accounting purposes.

8. EQUITABLE AND RESILIENT COMMUNITIES

Promoting social equity is important to the Petaluma community, as evidenced in the City's Goals and Priorities. The community has expressed a desire to address structural inequities in policy and work to ensure that the vision and goals it delivers benefit those who have the greatest need and results in increased opportunity and economic vitality for all. Social equity work will begin with the engagement work that will give voice to traditionally underrepresented groups and surface issues often left out of the planning process. There is a significant focus on social equity in the Climate Action Commission's work.



9. PUBLIC HEALTH

Petaluma is an active community that is proactive about forwarding public health. Several of the committee/commission members engaged during RFP outreach identified public health as a priority for the General Plan. In addition to physical health outcomes, a broad definition of health may also consider well-being, happiness, and kindness, consistent with City Goals and Priorities. Specific comments included needs for healthy food systems, locally sourced food, teen support groups (especially related to identity, mental and emotional health), more community events that are not grounded in the sale of alcohol, more senior health and wellness programs that focus on promoting independence, and providing preventative care that reduces the need for emergency medical services. Petaluma is committed to being an Age Friendly City. Petaluma has taken initial steps to becoming certified as an Age Friendly City by the World Health Organization (through AARP) and is in the process of conducting a community need assessment. This effort will be coordinated with the General Planning effort. We are interested in having the General Plan include policies to ensure that Petaluma is realizing its commitment to being a community that is welcoming to Petalumans of all ages.

10. ECONOMIC DEVELOPMENT

The approach to the future of the economy becomes even more critical in the post-RDA era when development funds are limited and creativity in attracting private investment is essential. Businesses and workers are increasingly organizing themselves in cities with the most substantial quality-of-life assets: high-quality public spaces, access to a diverse range of affordable and attractive housing, and a supportive social and cultural environment. The Plan should seize the opportunity to position Petaluma for enduring investment and sustained economic growth.

The General Plan should recognize the changing nationwide retail environment and develop a strategy to adjust to market adjustments as demands for retail, commercial, hospitably, and industrial spaces shift.

Petaluma values its small businesses and unique, locally owned enterprises. While commercial and retail facility vacancies exist in Petaluma, the community and City would like to examine ways to maintain and encourage retail and commercial activity and associated jobs. Many stakeholders cited a desire not to over-build retail space and to rather provide flexibility for property owners to respond to the market with flexible uses and land use permissions. A need to support increased residents working from home was also cited as a priority for the General Plan. The City welcomes innovative approaches to promoting and maintaining a balance of mixed-use development, access to services and market responsiveness.



11. SUSTAINABILITY AND CLIMATE CHANGE

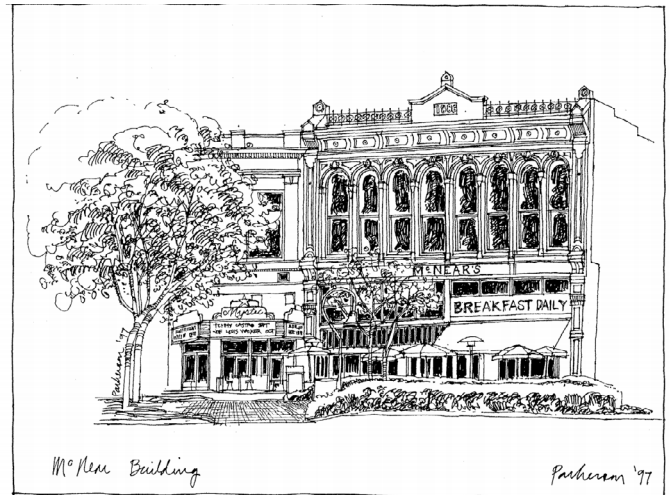
Petaluma has a long-standing and active commitment to sustainability leadership. The City's 2019 Climate Emergency Resolution states the goal of reaching carbon neutrality by 2045 or earlier. Climate change increases the fragility of local and regional ecologies and introduces challenges, such as increased heat, fire risk, sea-level rise, and decreased water supply, which threaten property and quality of life in Petaluma. This component must be closely coordinated with proposed land use, housing, and mobility policies. The General Plan must include climate change adaptation and mitigation policy and strategies in compliance with State law and to increase the resiliency of the City and its most vulnerable communities. The City is open to addressing climate adaptation and resiliency as a stand-alone Climate Action Plan, as an element of the Plan, or as a set of integrated "in all policies" approaches.

Existing challenges to combating climate change and advancing sustainable practices in the City include existing floodplain-related policies that allow development in the floodplain, limited purview to deny projects based on environmental concerns, and the rapid nature of climate change paired with the need to balance development needs and decreasing our climate impact. Priorities identified in the outreach process include identifying a methodology for projecting sea-level rise, prohibiting development in the floodplain, and incorporating the Climate Action Plan as part of the General Plan. The community and community leaders recommended that the City develop a clear and compelling vision of what a climate-neutral Petaluma might look like to develop a positive view of what might be and not simply focus on necessary changes.

The City's Climate Action Commission is currently in the process of developing a Climate Emergency Action Framework. This will inform General Plan discussions on climate change and associated subjects.

12. URBAN DESIGN

Residents of Petaluma place a premium on the small-town feel of the City. Maintaining this character while allowing the community to evolve requires a careful approach to urban design. Planning should be focused on the public realm and design guidelines. The City is in the process of developing Objective Design Standards for multi-family development.



13. INFRASTRUCTURE AND UTILITIES

The City's Capital Improvements Program (CIP) Division manages major projects in the city. Several projects are listed below in "Existing and Under-Progress Plans." Community outreach results suggest that broadband internet access is considered an unregulated utility that should be addressed in the General Plan.



14. HISTORIC PRESERVATION

Downtown Petaluma has largely retained its historic character due to its relative distance from San Francisco and Oakland, survival of the 1906 earthquake, and post-War development focus adjacent to and extending from Highway 101 on the east bank of the Petaluma River. The City and the Historic and Cultural Preservation Committee have identified the continued preservation of local resources, community engagement with Petaluma's history and historical artifacts, and addressing the potential impacts of sea level rise on Downtown as priorities.



15. PUBLIC ART AND MUSIC

Petaluma has a strong dedication to community arts and cultural offerings. Petaluma has a Public Art Ordinance that secures fees from non-residential development projects to fund the creation and maintenance of public art in the city. The community would like to see additional opportunities to create and enjoy public art, particularly art that is responsive to its unique urban environment.

Exiting Planning Efforts

Several long-range planning efforts have recently been completed or are currently underway and should be considered alongside the preparation of the General Plan. These planning efforts include:

- Local Hazard Mitigation Plan (currently in draft)
- Climate Emergency Action Framework
- Bicycle/Pedestrian Master Plan
- Petaluma Fairgrounds visioning
- Local VMT standards
- Objective Design Standards for Multifamily development
- Permit-ready ADU plans
- Water Model Plan and Sewer Modeling
- Groundwater Master Plan
- Urban Water Management Plan
- Flood Plain Model Update and Adoption (HEC-RAS 2D)
- Sonoma County Regional Climate Protection Authority Climate Action 2020



Existing Planning plans and projects are accessible on the City's General Plan project website at: <https://www.planpetaluma.org/explore#resource-documents>. This includes:

- General Plan
- Central Petaluma Specific Plan (CPSP)
- Petaluma SMART Rail Station Areas: TOD Master Plan
- Implementing Zoning Ordinance (IZO)
- Petaluma SMART Rail Station Areas: TOD Master Plan - Appendix A: SmartCode Amendments
- A Street Historic District Preservation Guidelines and Standards
- Petaluma Historic Commercial District Design Guidelines (complete)
- Oakhill-Brewster Historic District Preservation Guidelines and Standards
- Bicycle and Pedestrian Plan
- River Access and Enhancement Plan
- Public Art Master Plan
- Vehicle Miles Traveled (VMT) and Environmental Review

ULI Technical Assistance Panel

In September 2020, Petaluma hosted an Urban Land Institute (ULI) Technical Assistance Panel (TAP) focused on studying possible sites for and policy tools to promote infill housing development, particularly affordable infill housing development, in the city. A video of the TAP's presentation and the relevant staff report are available here:

https://petaluma.granicus.com/GeneratedAgendaViewer.php?view_id=31&clip_id=3082

A written report summarizing the TAP's findings will be available in mid-November 2020. The Panel noted the need to orient the city towards the Petaluma River and identified three districts that could attract development partners and give Petaluma a path to climate leadership: Downtown, East Washington, and the area around the planned Corona SMART Station. While noting that Petaluma is hindered by the high construction costs that affect the entire region, the panel suggested Petaluma consider allowing more flexibility in zoning and more inclusionary housing options as the City begins its new Housing Element.



COVID-19 Response

Like every municipality in the United States, Petaluma has been deeply affected by the COVID-19 pandemic. The unemployment rate in the Santa Rosa-Petaluma Metropolitan Statistical Area (Santa Rosa MSA) was 11.5 percent in June 2020, down from a high of 14.5 percent in April but drastically higher than the 2.8 percent unemployment rate in February. The Leisure and Hospitality industry has been significantly affected. The estimated 19,000 jobs in the sector are down 28% from June 2019.

To boost local retailers' patronage, the City has developed a parklet and outdoor dining program called "Petaluma Free Range" that allows private businesses to expand dining and retail activities into the public right-of-way in front of the brick-and-mortar establishment. Another program, Slow Streets Petaluma, uses barriers to discourage drivers on certain streets, allowing pedestrians and cyclists to safely use the roads and maintain physical distance.

The City has closed City Hall to the public and moved all services to online platforms to minimize in-person interaction and slow the spread of COVID-19. All public meetings are being held virtually on Zoom.



SECTION 2: PROJECT TEAM

The City of Petaluma is a highly collaborative organization. We anticipate the following people and groups will be central to the General Plan development process.

Project Manager

The General Plan development process will be administered by the Planning Department, with assistance from other City Departments. Christina Paul, Principal Planner, is the City's General Plan Project Manager. Heather Hines is the Planning Manager. Peggy Flynn is the City Manager.

General Plan Advisory Committee (GPAC)

In preparation for the consultant-led planning effort, Petaluma is convening a Council-appointed General Plan Advisory Committee (GPAC), which will provide guidance and review of draft planning documents. The GPAC will be representative of the residents of Petaluma and will include members who live throughout the city as well as people who represent major areas of interest. The GPAC will work with the consultant throughout the planning process. City Council is expected to appoint the up to 15 member GPAC on January 4, 2020, prior to the consultant kick off.



City Manager and City Council

The City Council will ultimately adopt the General Plan. It is anticipated that the City Council will receive periodic updates on progress on policy issues. Consultants should plan to regularly brief the City Manager on plan progress.

The Consultant Team

The City of Petaluma believes that collaboration between staff and the consultant team is essential to the success of the project. The City values creativity, expertise, professionalism, team experience, economic value, connectivity/availability, and discussion of innovative issues and ideas. The consultant team shall identify its project manager. The Consultant Team Project Manager shall manage the project throughout the life and completion of this project. Key staff people will not be replaced without the agreement of the City.

SECTION 3: SCOPE OF WORK

The City seeks a Consultant capable of comprehensively revising and updating the City's General Plan. The General Plan should manifest the community's vision and address Petaluma's unique qualities and challenges. The General Plan will include all mandatory elements required by the State and several additional elements, whose organization and focus will be refined throughout the planning period. Consultants should assume that the General Plan may touch on all the topics in the existing General Plan, as well as all optional elements in OPR's Guidelines. Consultants should demarcate aspects of work that are not essential to General Plan Guideline compliance and comprehensive CEQA review. The City recommends that these supplementary work items be included and identified in the budget. The consultant team may also recommend or offer other optional tasks not outlined in this RFP and demarcate them in the proposal and budget.

In addition to experience preparing the State-mandated General Plan elements, the consultant should also have demonstrated expertise in: community outreach/public participation; development of sustainability principles and practices; climate action planning; and EIR preparation.

Consider the following overarching questions when crafting proposals:

1. Given the constrained timeline due to the 6th cycle Housing Element, how can we begin with a robust visioning process that engages all Petalumans to kick off the General Plan update?
2. How will the City balance our need to provide housing for future generations of Petalumans and current residents and workers in compliance with State regulations on the Housing Element while considering our cherished Urban Growth Boundary, desire to preserve existing

open space, and dedication to being carbon neutral by 2045 or earlier?

3. How does the City move towards carbon neutrality and plan for climate resiliency and mitigation, including responding to evolving threats such as fire and sea level rise?
4. How does the City ensure that its General Plan remains relevant and responsive while holding a long-term vision, and how does the City build the same qualities into our land use and design policies?
5. How can we develop meaningful and impactful policies to address issues of environmental justice and build social equity?
6. How might we plan for evolution and diversity of both population and land use in all areas of our city?
7. How can the City ensure a comprehensive, highly engaging plan development process that results in a strongly supported plan adopted within our established timeframe, including adopting the General Plan, Housing Element, and EIR by December 2022?
8. How do we address the renewal of and potential changes to the Urban Growth Boundary, and how will the UGB interact with housing units planned by Sonoma County, which may face a significantly increased RHNA in the 6th cycle?
9. What else should we consider?

The City has prepared this outlined scope of work as a starting point for consultant responses. We expect that consultants will provide scopes of work that take these elements into account while incorporating the consultants' own best practices and recommendations. In order to facilitate our compliance with our LEAP grant funding, clearly distinguish the scope for the Housing Element, CEQA review for the Housing Element, and the CEQA review for the remainder of the General Plan. Include a description of the format, content, and level of detail which can be expected in each deliverable. All deliverables will be submitted in electronic format to the City, with the exception of large-format prints and meeting handouts. The consultant will provide the City with all native files, including linked files and map data, upon the conclusion of each task.



1. General Plan

The General Plan effort will include comprehensively updating the City's existing General Plan and adding new relevant topics to put the Plan at the forefront of best planning practice and comply with legislative mandates. The selected consultant will take primary responsibility for the project, collaborating with City staff, General Plan Advisory Committee, City Council, the community and the project team to prepare a comprehensive and updated General Plan. The City would like to update the General Plan using language and graphics that are easily understood by non-technical stakeholders. Most importantly, the Plan should reflect the City's aspirations for the future and achieve maximum utility with a clear implementation plan. Proposals should provide an outreach plan, to be refined with City staff. Proposals should include a matrix, or similar tool, to illustrate that proposed elements are fully integrated and internally consistent, especially concerning land use, climate, mobility, housing, and open space. Proposals should include a recommendation of the planning period and the relationship between the planning period and Housing Element cycles.

The General Plan development process should include establishing a clear and strongly-supported community vision for the future of Petaluma in early phases.

The City will be comprehensively updating all existing elements per State law to ensure each of the elements are internally consistent. Consultants should articulate a strategy to prepare a General Plan with the eight mandated elements: Land Use, Conservation, Noise, Environmental Justice, Mobility, Open Space, Safety, and Housing. Preparation of the General Plan will also include the following additional components, which may be rearranged or combined during the planning process:

- Equitable and Resilient Communities Element, or related policies throughout the Plan
- Public Health Element, or related policies throughout the Plan
- Economic Development Element
- Sustainability Element
- Climate Action Plan, or equivalent policies in the General Plan
- Community Design Strategies and Standards
- Arts and Music policies
- Air Quality Policies
- Historic Preservation Element
- Community Facilities and Services Element or policies
- Utility-related policies

Describe the proposed approach to developing each General Plan Element.



1.1. IMPLEMENTATION AND TRACKING STRUCTURE

The City is committed to creating a General Plan that is immediately ready for implementation. The General Plan should clearly articulate the highest topic-area priorities, departmental responsibilities, administrative structure alignments, funding mechanisms, and organizational approaches to implementing the General Plan and relationship to UGB renewal. It should also establish a system for monitoring the City's progress in working towards General Plan Goals, as well as a process for updating the Plan to keep it updated, relevant and effective.

1.2. PROPOSAL FOR GENERAL PLAN FORMAT

The final General Plan product should be easily referenced by staff, decision-makers at the dais, and casual readers. It should be graphic-heavy, articulate clear goals and metrics, and be easy-to-read both in hard copy and online. Staff envisions two products formats for the General Plan. Please provide proposals that include the following:

- Digital General Plan: a well-crafted, mobile-accessible website, which includes compelling formats for each General Plan element, easily navigable text, metric tracking graphics for community goals or identified policies, and feedback tools for each element or section. Include a method to periodically update demographic information, figures, illustrations, or other minor changes to ensure that the Digital General Plan is a living document. Preset keyword searches and other features should be incorporated to help educate website users and result in better search functionality than traditional PDF documents.
- Printed General Plan, available for download and print, or to view at City locations.

2. Engagement and Outreach Strategy

A successful proposal will include a thoughtful and robust outreach program that builds on the initial outreach effort at the staff level and encourages broad public participation throughout the process with a particular focus on reaching groups who do not frequently participate in planning processes. The public engagement strategy should identify different outreach phases with goals, objectives, programming, alongside a proposed budget. The program should address, but not be limited to:

- a. Innovative participation approaches, such as thought leadership forums or virtual walking tours.
- b. Goals and strategies for public participation overall, such as achieving broad and diverse community representation.
- c. Identification of stakeholders in addition to those already identified by the City.
- d. Information and input desired from the community at different stages, including visioning.
- e. Range of outreach activities and strategies in a COVID-informed context.
- f. Protocols for coordination with advisory bodies.
- g. Digital mapping which captures visioning goals and desired outcomes.
- h. Illustrative materials to document visioning outcomes.
- i. Information sharing methods, such as the use of the General Plan website established by the City at planpetaluma.org.
- j. Public relations strategy to ensure consistent and effective messaging across all platforms, including working with the City's

Communications team and use of social media posts, City newsletter articles, press releases, website and emails.

k. Consultation with interested agencies, organizations, city staff elected/appointed city officials.

l. Preparation of required notices, maps, graphics, presentation and media materials, and other related documents.

Consultants should consider providing customized engagement approaches by neighborhood, geographic metrics, or socioeconomic group based on unique characteristics. Methods should seek to provide inclusive engagement, clarify community values, collect meaningful data, and ultimately turn community input into community ownership of the process and Plan. A schedule of events, including dates, topics, target audiences, and event purpose/outcomes, should be identified. Materials should be translated into Spanish where that increases access.

Proposals must include at least one individual experienced in community outreach, and facilitation responsible for facilitating GPAC meetings. The consultant will be responsible for planning meeting agendas, defining goals and desired GPAC inputs, meeting facilitation, and related services, with support from City staff. It is anticipated that City staff may lead other meetings on technical topics, but the consultants are expected to be available at these meetings when necessary.

3. Existing Conditions Analysis

Analyze existing conditions citywide and prepare a report summarizing key considerations that will be crucial in the planning process and helping the community and decision-makers understand how existing conditions give rise to planning recommendations. Field surveys that may include driving and walking tours are required and will lead to more accurate documentation of conditions. Conditions of interest may consist of land use, the built environment, public spaces, infrastructure, mobility networks (including active transportation facilities), biological resources, and cultural resources (with a focus on historic resources). Together these will create a solid foundation of data and documentation on which to build the General Plan and EIR. This analysis should include a thorough understanding of Petaluma's urban history and the regional context, the natural and constructed history of the City, and its urbanization process. The approach must be interdisciplinary, encompassing the City's social, political, and architectural history, urban sociology, topography and urban geography, business history, and environmental ecology.

Note that the City has recently compiled relevant data sets, maps, and background information to prepare for the General Plan and September 2020 ULI TAP engagement. All collected data will be provided to the selected consultant. A selection of the maps prepared by the City is viewable here: <https://www.planpetaluma.org/maps-1>.

4. Market Demand, Housing Finance, and Economic Opportunity Analysis (Optional)

A market demand, housing finance, and economic opportunity analysis could be conducted to assess the supply and demand for employment and land development in the city. The study, which is optional and should be budgeted as a separate task, should consider trends, opportunities, and market factors, as well as long-range employment forecasts, affordable housing funding availability, and buildable land inventory related to residential, commercial, and industrial uses to accommodate projected employment growth. Projected absorption of dwelling units and square footage by non-residential use will be included for the planning period.

5. Land Use and Buildout Scenarios

Identify a minimum of three land use alternatives based on the community's vision, the findings of the existing conditions analysis, technical analyses relevant to each Element, and other qualitative and quantitative factors. A report should evaluate how the alternatives meet the community's vision relative to identified City goals, as well as assess the environmental, equity, health, and economic impacts for each alternative. The report should include recommended policies and strategies for Plan implementation that support the preferred land use alternative to address the community's vision.

6. Environmental Impact Report (EIR)

Prepare all required items for California Environmental Quality Act (CEQA) compliance. Due to the Plan's comprehensive nature, an Environmental Impact Report (EIR) will be required. In addition to informing decision-makers and the public of potential adverse environmental impacts, the analysis should also allow environmental considerations to influence the design of the Plan. To this end, and to minimize duplication of work, the CEQA analysis should be prepared in coordination with the development of the Plan. The Plan is envisioned to be self-mitigating to the extent feasible. Mitigation measures should be in a policy format for addition to the final Plan.

The EIR will address the entire General Plan, including sufficient detail and analysis of buildout scenarios. Per the conditions of the City's LEAP grant funding for the Housing Element, the EIR must provide a project-level review for identified Housing Element sites as much as possible. Environmental work for the Housing Element must be billed as a separate task for accounting purposes.



7. Project Management

Include a description of how the tea will manage project and coordination activities, including coordination of subconsultants and administrative tasks.



SECTION 4: EVALUATION AND AWARD PROCESS

Responding firms will be evaluated based on the following criteria:

- Quality of proposal and project understanding.
- Ability to deliver a cohesive and innovative General Plan, and to provide valuable expertise and thought leadership throughout the planning process.
- The specific method and techniques to be employed by the consultant on the project.
- Qualifications and directly related experience of the specific individuals who will work on the project.
- Demonstrated experience with public participation and outreach strategies.
- Success in developing high-quality Housing Elements and housing policy implementation strategies.
- Ability to integrate climate and sustainability considerations throughout the plan document.
- Ability to work cooperatively with and be responsive to public agencies, GPAC members, Planning Commissioners, City Council members, and City staff.
- The amount and quality of time key personnel will be involved in their respective portions of the project.
- Demonstrated ability to stay on schedule and within budget.
- Management approach to the project.
- Cost of the General Plan and Environmental Analysis.

- Related experience with digital General Plans and dynamic online resources.

The consultant will be selected based on qualifications, creativity, and demonstrated competence, and the contract may not be awarded to the lowest responsible proposer. When choosing the consultant, the skill and ability of the project team performing the services is a key component of the selection criteria.

After the submittals are evaluated, the City, at its sole discretion, may elect to interview the top proposers. The interview will help to clarify each proposal and their approach and qualifications for the project. Respondents may be asked to submit additional documentation at or after the interview stage. Based on the interview and evaluation of the proposals, the top-ranked consultant will be recommended to the City Council. The City reserves the right to select a proposal without conducting interviews or to abandon this RFP. The final selection of a consultant and authority awarding the contract to proceed with these services shall be at the City Council's sole discretion.

Pertinent existing documents, maps, data, and other resources held by the City will be made available to the selected firm upon Notice to Proceed.

SECTION 5: PROPOSAL FORMAT

The Proposal should be responsive to the Scope of Work outlined above, be specific and concise, and conform to the following outline to enable the City to provide a consistent review of all proposals. Any other information you would like to include should be placed in an appendix.

Proposals will be accepted via email only. Emails linking to submittals in Google Drive, Box, Drop-Box, or a firm's FTP site are acceptable. Proposals should be packaged as a single PDF. Once received, the proposal will become the property of the City of Petaluma. Submissions will be considered late if not received by the above due date and time and will not be considered.

1. TITLE PAGE: Include in the RFP subject, firm name, and date.

2. COVER LETTER: The letter shall include the consultant's name submitting the proposal, their mailing address, email address, telephone number, and contact name. The letter should consist of a statement discussing the consultant's interest and qualifications for this type of work based on this RFP and any other information the consultant has gathered. A principal of the firm authorized to legally bind the firm shall sign the letter.

3. PROJECT UNDERSTANDING: An introduction of the proposal and your understanding of the project and significant steps, methods, and procedures to be employed by your firm to ensure quality end products that can be delivered within the required time frames and your identified budget.

4. PROJECT TEAM AND MANAGEMENT APPROACH: Describe your team structure and overall qualifications, staff roles, and any unique or pertinent aspects of your project management approach. This section should include the following:

a. Project management team: identify the

Principal in Charge, the Project Manager, and members of the project team

b. A description of your team and its qualifications, including names, titles, and experience in similar work efforts/products of key personnel who will be working on the project

c. A list of specific related work projects completed by your team that are directly related to the project described in this RFP. Note the particular individuals who completed such project(s). Identify the role and responsibility of each member of the project team

d. The amount of time key personnel will be involved in the respective portions of the project. Include a list of current and planned project obligations and describe how the Petaluma General Plan project will be staffed and managed.

e. Approach and tools you recommend for project management.

f. Experience collaborating with other firms on the team on comparable work.

g. Assumptions for City staff facilitation and support roles.

5. SCOPE OF WORK: Provide a full description of the steps to be followed in carrying out the work. This work description should be broken down into a sufficient level of detail (i.e., tasks, subtasks, etc.) to show a clear understanding of the work and the proposed approach.

6. SCHEDULE: Provide a work schedule, taking into account City review time, GPAC review, and City Council Packet Preparation buffers. Materials for major City Council items are submitted for City Manager and City Attorney review three weeks before each Council Meeting. The proposed project schedule should be provided on a timeline and account for statutory requirements for Housing Element submission.

7. PROJECT EXPERIENCE: Provide descriptions of relevant work completed by the Prime and Sub-Consultants, including project dates and links to final work products. Provide at least three (3) references (names and current phone numbers) from previous similar work (completed in the last five years) for the prime consultant. Include a brief description of the role associated with the reference and the role of the respective team member. Provide no more than three project examples for each subconsultant.

8. RESUMES: Provide resumes for each of the staff people listed in your team structure.

9. BUDGET: Submit a detailed budget listing tasks, prime consultant staff working on each task, prime consultant hourly rates, prime consultant hours per task, prime consultant fees per task, and sub-consultant costs per task as well as direct expenses and mark-ups on one worksheet. Provide budget detail for sub-consultant staff working on each task, hourly rates, hours per task, and fees per task on separate worksheets for each subconsultant. All work related to the Housing Element and Housing Element CEQA work must be billed as a separate task for accounting purposes related to the LEAP grant.

Prices shall represent the cost of finished products, and cost estimates shall identify expenditures for graphics, base maps, public meeting and hearing participation, printing, legal notices, postage, mailing, advertising, and other incidental and administrative costs. The City shall not, in any event, be liable for any pre-contractual expenses incurred by any firm.

Negotiations may or may not be conducted with the selected firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions, since selection and award may be made without discussion with the firm. All prices should reflect "not to exceed" amounts per task.

10. CERTIFICATE(S) OF INSURANCE : The City will require the successful proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits.

11. BUSINESS TAX CERTIFICATE: The proposing organization does not require a Petaluma business tax certificate to respond to this RFP. However, the successful proposer will be required to acquire a Petaluma business tax certificate during the contracting process and maintain an active certificate throughout the contract period.

12. STANDARD CITY PROFESSIONAL SERVICES AGREEMENT: The City will require the successful proposer to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions or areas of concern in your response to the City. Any/all requests for changes to the agreement must be included with the responsive proposal.

SECTION 6: CRITERIA FOR PROPOSAL ACCEPTANCE

All timely received responsive proposals will be reviewed and evaluated by the City. A contract may be awarded to the responsible consultant who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. It shall not necessarily be based on the lowest price or proposal, except as otherwise provided by law, taking into consideration adherence to the included specifications. The City reserves the right to invite the top candidate(s) for an oral interview and/or to request additional clarifying information. A contract may be

awarded to the next responsible consultant if the successful consultant refuses or fails to execute the contract. All Consultants that were not selected by the City shall be notified. Nothing herein shall obligate the City to award a contract to any responding Consultant. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, at the City's sole discretion.



SECTION 7: RFP QUESTIONS

Proposers may submit written questions regarding this RFP. Questions will be answered on a rolling basis. All questions must be emailed and received by November 30, 2020, no later than 4:00 p.m. local time. Questions asked after this date and time will not be considered.

The subject line shall be: Petaluma General Plan RFP Question

Answers to all questions concerning this RFP will be posted on a rolling basis on the General Plan website at <https://www.planpetaluma.org/rfp>, with final responses posted by December 2, 2020, no later than 4:00 p.m. local time. It is the responsibility of all interested proposers to access the website for this information.



SECTION 8:

ADDITIONAL INFORMATION

1. Sample Contract: A sample Professional Services Agreement is attached hereto and incorporated herein. Respondents interested in responding to this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. If the City is unable to negotiate a satisfactory agreement with the top-ranked consultant, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may then commence negotiations with the next most qualified Respondent in sequence until an agreement is reached or determination is made to reject all submittals. If there are proposed changes, please submit them with your Proposal.

2. The City is hosting an optional pre-submittal conference on Friday, November 20, 2020, at 1:00 p.m. local time. If you have any questions prior to the conference, please email them to Christina Paul, Principal Planner, at cpaul@cityofpetaluma.org. Batch responses will be posted online and addressed at the meeting. The meeting information is as follows:

<https://zoom.us/j/4753187372?pwd=ZjJFblIxd-VZzSGRaYWZxMFNMY1BrZz09>

Meeting ID: 475 318 7372

Passcode: Great Plan

Dial by your location

+1 669 900 9128 US (San Jose)

Meeting ID: 475 318 7372

Passcode: 7321228965

3. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to waive any irregularities or informalities

contained with the RFP, and/or reject any or all proposals received for this request; negotiate with any qualified source or to cancel the RFP in part or whole.

4. The City and Consultant may agree to add additional work to the Project work scope by a later agreement. The City will not be held responsible for work performed in excess of the scope or budget without prior agreement. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis. The City reserves the right to request additional information on any response beyond that required by this RFP, modify the selection process, and request substitution of sub-consultants.

PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

For multi-year contracts or contracts with multiple accounts:

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20____ (“Effective Date”), by and between the City of Petaluma, a
(city use only)

municipal corporation and a charter city (“City”) and _____, a _____ (“Consultant”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Consultant shall provide the services as described in and in accordance with the schedule set forth in Exhibit “A” attached hereto and incorporated herein (“Services”).
2. **Compensation; Business Tax Certificate.**
 - A. For the full performance of the Services as described herein, City shall compensate Consultant in accordance with the rates specified in Exhibit A.
 - B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
 - C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$_____ without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
 - D. Notwithstanding any provision herein, Consultant shall not be paid any compensation until such time as Consultant has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.

- E. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on _____, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
 4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.
 5. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
 6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
 7. **Licenses, Permits, Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
 8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
 9. **Inspection.** Consultant shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon the City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.
11. **Confidentiality.** In the course of Consultant's employment, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Consultants are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Consultants subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Consultant agrees to comply fully with all such requirements to the extent they apply to Consultant's performance of the Services.
13. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Consultant's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.

17. **Compliance With All Laws.** Consultant shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance.
18. **Prevailing Wages.** This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit _____, which is attached to and made a part of this Agreement.
19. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Consultant shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time. Upon the City's request Consultant shall promptly provide to the City documents and information verifying Consultant's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit _____, shall be a part of this Agreement for all purposes, and Consultants that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit _____ in accordance with the requirements of the Living Wage Ordinance. Consultant's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Agreement pursuant to Section 4 hereof.
20. **Discrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
21. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
- (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City Clerk
 City of Petaluma
 Post Office Box 61
 Petaluma, California 94953
 Phone: (707) 778-4360
 Fax: (707) 778-4554
 Email: cityclerk@ci.petaluma.ca.us

And:

 Phone: _____
 Fax: _____
 Email: _____

Consultant: _____

 Phone: _____
 Fax: _____
 Email: _____

22. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Consultant without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.

23. **Indemnification.** To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all alleged liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to

comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Consultant prior to Consultant's acceptance of tender, Consultant agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement. The Consultant's responsibility of such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

24. **Insurance.** Consultant shall comply with the "Insurance Requirements for Consultants" in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
26. **Litigation.** If litigation ensues which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.
27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
29. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
33. **Consultant's Books and Records.**
 - A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
 - B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed

upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination or expiration of this Agreement.

36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

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

CITY OF PETALUMA

CONSULTANT

City Manager

By _____
Name

ATTEST:

Title

City Clerk

Address

APPROVED AS TO FORM:

City State Zip

City Attorney

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

file name: