



**SAN RAFAEL**  
THE CITY WITH A MISSION  
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**Agenda Item No: 4.c**

**Meeting Date: September 15, 2025**

## **SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Community and Economic Development**

**Prepared by: Ariel Gutierrez**  
**Sr. Management Analyst II**

**City Manager Approval:** \_\_\_\_\_

A handwritten signature in blue ink, appearing to be "CJ", written over a horizontal line.

**TOPIC: AGREEMENTS FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTING SERVICES**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH M-GROUP CONSULTING SERVICES, RATCLIFFE CONSULTING SERVICES, AND ALLSEP PLANNING FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$200,000 FOR EACH AGREEMENT AND AUTHORIZING SUPPLEMENTAL FY 2025-26 BUDGET APPROPRIATIONS TOTTALLING \$500,000**

### **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into professional services agreements with M-Group Consulting Services, Ratcliffe Consulting Services, and Allsep Planning for on-call planning and environmental consulting services in an amount not to exceed \$200,000 for each agreement and authorizing fiscal year (FY) 2025-26 supplemental budget appropriations totaling \$500,000.

### **BACKGROUND:**

The City of San Rafael's Community and Economic Development (CED) Department has seen a surge in development applications over the last few years since the passage of new state housing laws. To process these applications CED must analyze each project for its compliance with the law as timely as possible. Accordingly, in 2024 and 2025, the CED Department entered into professional services agreements with the M-Group, Ratcliffe Consulting, and Allsep Planning to provide on-call planning and environmental consulting services. These consulting services helped the CED Department address short-term staffing gaps and respond to surges in development applications. To the extent that planning fees charged to applicants cover the City's costs of processing development applications, the cost of these professional services is effectively passed on to project applicants through developer deposit agreements.

CED anticipates exhausting the funds allocated to all three current professional service agreements over the course of project review given the complexity of development projects and required consulting services including regulatory review and application processing requirements. The CED Department received half a dozen major project applications during the development of the Fiscal Year (FY) 2025-2026 budget and these projects resulted in the City requiring more services of the M-Group, Ratcliffe

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**FOR CITY CLERK ONLY**

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

Consulting, and Allsep Planning than was initially thought. Additionally, as part of [the FY 2025-2026 Master Fee Schedule update](#) the CED Department shifted the majority of development fees from flat fees to deposit based fees to improve the cost recovery of City costs incurred by development projects. Under this updated approach, CED accounts for deposits in a distinct account, separate the revenues received from flat rate permitting fees.

There remains an ongoing need for on-call planning and environmental consulting services. The CED Department continues to process applications for a myriad of development applications. Because of the complexity and amount of time involved in analyzing state law, environmental conditions, and land use, the CED Department continues to need assistance from consulting firms to provide guidance on the California Environmental Quality Act (CEQA) process and to prepare the necessary land use and environmental documents.

**ANALYSIS:**

All three consultants have consistently demonstrated they have staff with the ability to deliver high-quality services, and they have been instrumental in moving development applications through the City's entitlement phase. As such, the CED Department has assigned M-Group, Ratcliffe Consulting, and Allsep Planning to project manage complex large development projects, to ensure the projects move through the entitlement process as efficiently as possible. Once projects are entitled, applicants can proceed with construction and completing their projects, including new housing and commercial developments. Accordingly, the additional consultant support will further the following goals from the City Council's Three-Year Strategic Plan for Fiscal Year 2025-2028 (<https://www.cityofsanrafael.org/fy2025-2028-strategic-plan/>):

- Goal A1: Strengthen the local economy by supporting existing business and attracting new enterprises.
- Goal D.2: Advance the development of new housing across all affordability levels to meet the state's Regional Housing Needs Allocation (RHNA) requirements as outlined in the City's Housing Element, ensuring diverse, sustainable, and equitable housing opportunities for all residents.

Because M-Group, Ratcliffe Consulting, and Allsep Planning are nearing the not to exceed amounts of their current agreements, and they are currently working on projects in the development pipeline, staff recommends that the City Council authorize the City Manager to enter into a new professional services agreement for on-call planning and environmental consulting services with M-Group, Ratcliffe Consulting, and Allsep Planning through end of June 2026 for a total contract amount not to exceed \$200,000 per agreement. This will cover existing commitments for project management, as well as allow staff to request assistance from the firm as needed on a project-by-project basis. The CED Director will review and approve each individual project, scope of work, and cost estimates. The CED Department will ensure that project applicants fund any costs incurred by the City in processing their applications.

**FISCAL IMPACT:**

The staff recommendation presented in this staff report would authorize professional services contracts totaling \$600,000. Of this total, up to \$100,000 will be funded from the existing CED FY 25-2026 Contractual Services budget. To support the remaining \$500,000, staff recommends a supplemental budget appropriation. This additional appropriation is needed to cover costs associated with increased development activity through the end of the current fiscal year and would be supported by offsetting increases in projected planning fee revenues paid by the project applicants. The supplemental budget appropriation of \$500,000 would be appropriated within the City's Development Services Fund (207). Through the City's developer deposit process, applicants fully reimburse the cost of the consultants' work to process their applications.

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Authorize the City Manager to enter into the agreements.
2. Authorize the City Manager to enter into the agreements with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTION:**

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into professional services agreements with M-Group Consulting Services, Ratcliffe Consulting Services, and Allsep Planning for on-call planning and environmental consulting services in an amount not to exceed \$200,000 for each agreement and authorizing fiscal year (FY) 2025-26 supplemental budget appropriations totaling \$500,000.

**ATTACHMENTS:**

1. Resolution
2. Professional Services Agreement with M-Group Consulting
3. Professional Services Agreement with Allsep Planning
4. Professional Services Agreement with Ratcliffe Consulting

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH M-GROUP CONSULTING SERVICES, RATCLIFFE CONSULTING, AND ALLSEP CONSULTING FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$200,000 FOR EACH AGREEMENT AND AUTHORIZING SUPPLEMENTAL FY 2025-26 BUDGET APPROPRIATIONS TOTTALLING \$500,000**

**WHEREAS**, the City of San Rafael's Community and Economic Development (CED) Department is processing a significant level of development-related applications, which require analyzing projects for compliance with planning and environmental laws; and

**WHEREAS**, to address the increased amount of development applications, in 2024 and 2025, the CED Department entered into professional services agreements to provide on-call planning and environmental consulting services with M-Group for a total amount not to exceed \$250,000, Ratcliffe Consulting for a total amount not to exceed \$75,000, and Allsep Planning for a total amount not to exceed \$75,000; and

**WHEREAS**, San Rafael Municipal Code Section 2.55.100.D exempts professional services from competitive bidding requirements; and

**WHEREAS**, these consultants have consistently demonstrated that they have staff with the ability and flexibility to deliver high-quality services; and

**WHEREAS**, these consultants have been instrumental in moving development applications through the City's entitlement phase; and

**WHEREAS**, the CED Department anticipates exhausting the contract amount of all three current contracts quickly; and

**WHEREAS**, the CED Department has major development projects in need of planning and environmental review; and

**WHEREAS**, all three consultants are currently engaged in planning support on developer-deposit projects; and

**WHEREAS**, all three consultants are prepared to continue offering professional services for the processing of general planning and environmental consulting for major developments; and

**WHEREAS**, project applicants are responsible for reimbursing the City for the costs incurred by the City in processing their development applications; and

**WHEREAS**, the CED Department will fund the costs of a new professional services agreement with all three consultants through reimbursement agreements with project applicants.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of San Rafael finds the foregoing recitals are true and correct, and authorizes the City Manager or their designee to execute a professional services agreement with M-Group for an amount not to exceed \$200,000 for a one-year time period; and

**FURTHER RESOLVED**, that the City Council of the City of San Rafael authorizes the City Manager or their designee to execute a professional services agreement with Ratcliffe Consulting for an amount not to exceed \$200,000 for a one-year time period; and

**FURTHER RESOLVED**, that the City Council of the City of San Rafael authorizes the City Manager or their designee to execute a professional services agreement with Allsep Planning for an amount not to exceed \$200,000 for a one-year time period; and

**FURTHER RESOLVED**, that the City Council authorizes supplemental budget appropriations of \$500,000 within the Development Services Fund (207) to support these agreements, via increased planning fee revenues expected to be received from development project applicants.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a special meeting of the City Council of said City held on Monday, the 15<sup>th</sup> day of September 2025, by the following vote, to wit:

**AYES:**           **Councilmembers:**

**NOES:**           **Councilmembers:**

**ABSENT:**       **Councilmembers:**

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**LINDSAY LARA, City Clerk**

**CITY OF SAN RAFAEL**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Contract") is entered into by and between the **City of San Rafael** ("City") and **M-Group** ("Contractor"), a CA for On-Call Planning Services, and is effective on \_\_\_\_\_ ("Effective Date"). **City** and **Contractor** may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Contract."

**RECITALS**

A. **City** desires to secure professional services more fully described in this Contract, at **Exhibit A**, entitled "SCOPE OF WORK"; and

B. **Contractor** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **City**; and

C. **Contractor** acknowledges that the execution of this Contract by the **City** is predicated upon the representations made in Contractor's proposal dated Not dated submitted to the City; and

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

**NOW, THEREFORE**, the parties hereby agree as follows:

**CONTRACT**

1. **WORK TO BE PERFORMED.**

Except as otherwise may be expressly specified in this Contract, **Contractor** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by **City** at its sole risk and expense. Services to be provided to City are more fully described in **Exhibit A** entitled "SCOPE OF WORK".

## 2. COMPENSATION.

In consideration for **Contractor's** complete performance of the Scope of Work, **City** will pay **Contractor** in accordance with the rates and/or prices set forth in **Exhibit A**, up to the not-to-exceed amount of \$ 200,000.

Contractor shall not increase its rates throughout the Term of this Contract, except that upon 60 day written notice, Contractor may adjust its rates no more than once annually at a maximum amount equal to the percentage change through December in the prior calendar year to the consumer price index ("CPI") for California, All Urban Consumers, San Francisco-Oakland-San Jose areas, not to exceed five percent (5%).

**Contractor** will bill **City** on a monthly basis for work performed by **Contractor** during the preceding month, subject to verification by **City**. **City** will pay **Contractor** within thirty (30) days of **City's** receipt of invoice.

## 3. TERM OF CONTRACT.

This Contract becomes effective upon the date listed as "**Effective Date**" and shall remain in effect until the completion of all obligations of both Parties hereto, or One Year \_\_\_\_\_ from the Effective Date, whichever comes first, unless terminated or amended as provided herein.

## 4. RELIANCE ON PROFESSIONAL SKILL OF CONTRACTOR.

**Contractor** represents that it has the necessary professional skills to perform the work required and the **City** shall rely on such skills of the **Contractor** to do and perform the work. In performing the work hereunder **Contractor** shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by **Contractor** hereunder.

**Contractor** represents that it has reviewed **Exhibit A** and that in its professional judgment the work to be performed under this Contract can be performed for a fee within the maximum amount set forth herein and within the times specified.

**Contractor** represents that it possesses all necessary training, licenses and permits to perform the Scope of Work and that its performance of the Scope of Work will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Scope of Work working on similar, successfully completed projects.

The granting of any progress payment by **City**, or the receipt thereof by **Contractor**, or any inspection, review, approval or oral statement by any representative of **City** or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 4 or lessen the liability of **Contractor** for unsatisfactory work, including but not limited to cases where the defective or below standard work may not have been

apparent or detected at the time of such payment, inspection, review or approval.

5. PROJECT COORDINATION.

A. **City's Project Manager.** Margaret Kavanaugh-Lynch is hereby designated the Project Manager for the **City** and said Project Manager shall supervise all aspects of the progress and execution of this Contract.

B. **Contractor's Project Director.** **Contractor** shall assign a single Project Director to have overall responsibility for the progress and execution of this Contract for **Contractor**. Heather Hines is hereby designated as the Project Director for **Contractor**. Should circumstances or conditions subsequent to the execution of this Contract require a substitute Project Director, for any reason, the **Contractor** shall notify the **City** within ten (10) business days of the substitution.

6. TERMINATION.

A. The term of this Contract shall commence upon the date hereinabove written and shall expire upon completion of performance of work hereunder by **Contractor**.

B. Notwithstanding the provisions of (A) above, **City** may with or without cause, direct **Contractor** to suspend, delay or interrupt the work, in whole or in part, for such periods of time as **City** may determine in its sole discretion.

C. **City** may terminate this Contract in whole, or from time to time in part, for default, should **Contractor** commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of **City's** written notice to **Contractor** demanding such cure, in which case **Contractor** shall be liable to **City** for all loss, cost, expense, damage and liability resulting from such breach and termination.

D. **City** may terminate this Contract in whole, or from time to time in part, for convenience, whenever **City** determines that such termination is in **City's** best interests, in which case **Contractor** shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Contract would otherwise provide, but may recover no other cost, damage or expense. **Contractor** shall continue its work throughout the course of any dispute, and **Contractor's** failure to continue work during a dispute shall be a material breach of this Contract.

E. **Lack of Appropriation:** If this Contract is a multi-year contract, subject to appropriation each fiscal year, the City may terminate this Contract immediately for lack of appropriation of funds.

F. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Contract without the prior written consent of the other.



G. **Return of Documents.** Upon termination, any and all **City** documents or materials provided to **Contractor** and any and all of **Contractor's** documents and materials prepared for or relating to the performance of its duties under this Contract, shall be delivered to **City** as soon as possible, but not later than thirty (30) days after termination.

## 7. INSURANCE REQUIREMENTS.

During the term of this Contract, and for any time period set forth in Exhibit B, **Contractor** shall procure and maintain in full force and effect, at no cost to **City** insurance policies with respect to employees and vehicles assigned to the performance of work under this Contract with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit B.

## 8. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **Contractor** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **City**, and hold harmless **City**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **Contractor's** performance of its obligations or conduct of its operations under this Contract. The **Contractor's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **Contractor's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **Contractor's** work or work product by the **City** or any of its directors, officers or employees shall not relieve or reduce the **Contractor's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **Contractor's** performance of or operations under this Contract, **Contractor** shall provide a defense to the **City Indemnitees** or at **City's** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the work to be performed by **Contractor** under this Contract are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **Contractor** shall indemnify and hold harmless the **City** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence,

recklessness, or willful misconduct of **Contractor**, or any sub Contractors, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract and shall survive the termination or completion of this Contract for the full period of time allowed by law.

## 9. PREVAILING WAGE.

If the work to be performed under this Contract is for services where prevailing wages are required by State law, **Contractor** shall pay prevailing wages to its employees on any contract in excess of \$1,000.00, Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department upon request and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. **Contractor** shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. **Contractor** and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Contract. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. **Contractor** shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Contract.

## 10. NOTICES.

All notices and other communications required or permitted to be given under this Contract, including any notice of change of address, shall be in writing and given by email, personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of email, personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **City's** Project Manager:

[As identified in item 5.A]

1400 Fifth Ave

San Rafael, CA 94901

Email: [margaret.kavanaugh-lynch@cityofsantarafael.org](mailto:margaret.kavanaugh-lynch@cityofsantarafael.org)

To **Contractor's** Project Director:

[As identified in item 5.B]

1275 4th Street, #265

Santa Rosa, CA 94504

Email: [rafael.brynes@m-group.us](mailto:rafael.brynes@m-group.us)

## 11. LIABILITY OF CITY.

Except as provided in Exhibit A, Scope of Work to be Provided by **Contractor** and Exhibit B, Insurance, **City's** obligations under this Contract shall be limited to the payment of the compensation provided for in Paragraphs 1 and 2 of this Contract,

Notwithstanding any other provision of this Contract, in no event shall **City** be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Contract, the Scope of Work, or the Project.

**City** shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by **Contractor**, or by any of its employees, even though such equipment be furnished, rented or loaned to **Contractor** by **City**. The acceptance or use of such equipment by **Contractor** or any of its employees shall be construed to mean that **Contractor** accepts full responsibility for and shall exonerate, indemnify, defend and save harmless **City** from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the **Contractor**, its employees, **City** employees or third parties, or to property belonging to any of the above.

Nothing in this Contract shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which **City** or **Contractor** may have under this Contract or any applicable law. All rights and remedies of **City** or **Contractor**, whether under this Contract or other applicable law, shall be cumulative.

## 12. MEDIATION.

Unless waived by the **City**, should any dispute arise out of this Contract, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Unless the **City** waives this requirement, **Contractor** shall not be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

## 13. GENERAL TERMS AND CONDITIONS.

This Contract includes, and the **Contractor** agrees to comply with the **City's** General Terms and Conditions, which are set forth in **Exhibit C**, attached hereto and incorporated by reference.

*[Signatures are on the following page.]*

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the day, month and year first above written.

**CITY OF SAN RAFAEL:**

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_  
Executed on: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**  
**Office of the City Attorney**

[If Contractor is a corporation, second corporate officer signature required]

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**  
**City Clerk**

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

This is an Exhibit attached to, and made a part of the Contract by and between **Contractor** and the **City** providing for the referenced services. The Scope of Work includes:

#### 1. **Description of the Work:**

Section 1.01 **Description:** The Planning Consultant shall provide professional planning services to the City, including review and processing of development applications, preparation of staff reports and presentations, attendance at public hearings and community meetings, and coordination with City staff, applicants, and outside agencies. The consultant may also prepare CEQA documents and environmental review reports for specific projects. Additionally, the Planning Consultant can support the City with City initiated projects or advanced planning efforts as needed, including but not limited to zoning amendments, housing element implementation, community outreach efforts, Commission trainings, and project management assignments.

#### 2. **Specific Tasks:**

As part of the Scope of Work, the Contractor shall perform the following tasks:

**Section 1.02 Task 1 –** Review development applications, prepare staff reports and presentations, and coordinate with City staff, applicants, and outside agencies.

Section 1.03 **Task 2 –** Provide technical expertise on land use, zoning, and other planning services as assigned

2.1 **Task 3 –** Prepare CEQA documents and environmental review reports for the 1230 Fifth Avenue Project. Based on Contractor's proposal dated June 30, 2025, Contractor will perform the following tasks:

#### **Task 3.1 - PROJECT KICK OFF & PROJECT MANAGEMENT**

##### ***Sub Task 3.1.1 Project Kick-Off***

Contractor will facilitate a kick-off meeting with City staff and, as appropriate, the applicant team. The following identifies the key objectives of the kick-off meeting:

- Agree upon preferred communication protocols
- Confirm scope of work, refine as needed
- Confirm project schedule
- Identify anticipated data needs
- Confirm state agency and tribal governments requiring consultation and/or notification
- Schedule recurring meetings (optional)

### ***Sub Task 3.1.2 Project Management***

This provides for ongoing project management throughout the project's environmental review process. Contractor will be available throughout the course of the project to correspond with City staff and the applicant team, as appropriate. Krystle Rizzi will serve as the Project Manager and will be the primary point of contact for the City.

## **TASK 3.2 - BACKGROUND REVIEW, AGENCY REFERRAL & DATA NEEDS**

### ***Sub Task 3.2.1 Background Research & Data Needs***

Contractor will conduct background research, including site conditions, land use policies and regulations, and review prior site documentation or studies. Under this task, Contractor will prepare a data needs memorandum identifying additional information needed to complete the CEQA analysis.

### ***Sub Task 3.2.2 Agency Referral***

Contractor will advise the City in conducting outreach to regulatory agencies to ensure that interested agencies have an opportunity to provide input on environmental topics of concern early in the CEQA process. If needed, Contractor will prepare tribal notification consistent with the requirements of AB 52 and if desired, will assist the City in responding to a consultation request.

## **TASK 3.3 - TECHNICAL STUDIES**

### ***Sub Task 3.3.1 Technical Studies/Project Materials Review***

Contractor will review all project materials and technical studies to ensure that the analyses are adequate for CEQA purposes, that conclusions rely on sound assumptions, and that appropriate methodology is utilized. It is assumed that the following information has been or will be provided to the City by the applicant team and made available to Contractor:

- Project Plans & Narratives
- Phase 1 Environmental Site Assessment
- Arborist Report
- Geotechnical/Soils Report
- Noise/Vibration Study
- Traffic Impact Study
- Stormwater Management Plan

Contractor will incorporate the result of the technical studies and other relevant project information into the environmental review document as appropriate to support the conclusions of the analysis. Technical studies will serve as substantial evidence to support the CEQA determination.

### ***Sub Task 3.3.2 Construction Air Quality Analysis, Health Risk Assessment***

Baseline Environmental Consulting will prepare an Air Quality Technical Study including review of construction criteria pollutants, health risks associated with construction emissions, and health risks associated with cumulative sources of toxic air contaminant (TACs) in the project vicinity. Findings, methodology and recommendations will be presented in a Technical Memorandum and will be used to support the CEQA Analysis.

***Sub Task 3.3.3 Geotechnical Feasibility Report Peer Review***

Contractor's subconsultant Baseline Environmental Consulting will complete a thorough Peer Review of the Geotechnical Feasibility Report prepared by Miller Pacific Engineering Group to ensure completeness and accuracy.

***Sub Task 3.3.4 Noise and Vibration Assessment Peer Review***

Baseline Environmental Consulting will complete a thorough Peer Review of the Noise and Vibration Assessment prepared for the applicant by Illingworth & Rodkin to ensure completeness and accuracy.

***Sub Task 3.3.5 Transportation Impact Study Peer Review***

Contractor's subconsultants W-Trans will complete a thorough Peer Review of the Draft Transportation Impact Memorandum prepared by Kimley-Horn to ensure completeness and accuracy.

**TASK 3.4 - ENVIRONMENTAL REVIEW**

***Sub Task 3.4.1 Administrative Draft Exemption Justification Memo***

Contractor will prepare an Exemption Justification Memorandum that documents the project's qualification for use of a categorical exemption from CEQA under Class 32 Infill Development. This will include a review of exceptions in 15300.2. The Exemption Justification Memo will be provided to the City for review.

***Sub Task 3.4.2 Public Draft Exemption Justification Memo***

Following the City's review of the Exemption Justification Memo, Contractor will prepare a final memo for inclusion with public hearing materials. Contractor will draft a Notice of Exemption to be filed upon project approval and will coordinate with the City to ensure timely filing with the County Clerk and posting to CEQAnet.

**TASK 3.5 | PUBLIC HEARINGS & CEQA FILINGS**

***Sub Task 3.5.1 Public Hearing Preparation & Attendance***

This subtask provides for attendance at one Planning Commission hearing and support with staff report materials, presentations, and to answer questions regarding the environmental findings.

***Sub Task 3.5.2 Notices and State Clearinghouse Filing***

This subtask provides for preparation of a Notice of Exemption to be delivered to the City for use in filings. It is assumed that the City will carry out all local filings, notices, postings, and publications. With City authorization, Contractor will post environmental review documents, supporting materials, notices, and required forms to the State Clearinghouse.

2.4 - **Task 4** - Prepare CEQA documents and environmental review reports for the 1030 Third Street project. Based on Contractor's proposal dated June 19, 2025, Contractor tasks include ongoing coordination with the project team, review and input on adequacy of applicant prepared technical studies, and preparation of an exemption Justification Memorandum that documents the project's qualification for an exemption from CEQA under Class 32 Infill Development (CEQA Guidelines Section 15332) and evaluates any exceptions in accordance with CEQA Guidelines Section 15300.2.

2.5 **Task 5**– Prepare CEQA documents and environmental review reports for defined projects as needed. Contractor will submit a proposal to City for approval prior to work beginning.

## **DELIVERABLES**

Contractor's deliverables under the Contract are enunciated throughout the Contract and include but are not limited to the following:

### **1. Project Deliverables:**

- Staff reports and presentations materials for Planning Commission, City Council and community meetings
- Meeting participation as required
- CEQA documents including draft and final CEQA reports, environmental review documents, and supporting technical studies prepared in compliance with applicable state and local requirements
- Technical Memoranda including written guidance and technical analyses related to land use, zoning and planning matters
- For the 1230 Fifth Avenue Project, deliverables are as follows:
  - **Task 3.1 Deliverable(s):**
    - i Agenda and facilitation of project kick-off meeting
    - ii Regularly scheduled check-ins and project updates
    - iii Monthly invoicing
  - **Task 3.2 Deliverable(s):**
    - i Data Needs Memo
    - ii Draft Agency Referral Letter(s) (as appropriate)
    - iii Draft AB 52 Letter(s) + Participation in tribal consultation(s) (if requested)
  - **Task 3.3.2 Deliverable(s):**
    - i Air Quality Technical Memorandum
  - **Task 3.3.3 Deliverable(s):**
    - i Geotechnical Feasibility Report Peer Review
  - **Task 3.3.4 Deliverable(s):**
    - i Noise and Vibration Assessment Peer Review
  - **Task 3.3.5 Deliverable(s):**
    - i Transportation Impact Study Peer Review
  - **Task 3. 4 Deliverable(s):**
    - i Administrative Draft Exemption Justification Memo
    - ii Final Draft Exemption Justification Memo
    - iii Notice of Exemption
  - **Task 3.5 Deliverable(s):**
    - i Draft and Final Notice of Exemption
    - ii State Clearinghouse Forms



## METHOD OF PAYMENT


Subject to the terms and conditions of this Contract, Contractor shall be paid on a basis set forth herein by the checked boxes below:

☒ A fixed fee for the work performed

1.1 For project-specific CEQA reports an NTE amount will be submitted with the proposal prior to work beginning.

☒ An hourly rate for the work performed based on the following hourly rates:

**For the 1230 Fifth Avenue Project:**



City of San Rafael  
1248 5th Avenue  
CEQA Tasks

			Principal-In-Charge	Principal Planner	Associate Planner	Assistant Planner	Subtotal	
Task			\$300	\$200	\$150	\$120		
CEQA Documentation								
1		Kick Off Meeting + Project Management	3	18	2	0	\$4,800	
	1.1	Project Kick-Off Meeting	1	2	2	0	\$1,000	
	1.2	Project Management	2	16	0	0	\$3,800	
2		Background Research, Agency Referral & Data Needs	2	8	8	8	\$4,360	
	2.1	Background Research	0	4	4	4	\$1,880	
	2.2	Agency Referrals + AB 52 Notice	2	4	4	4	\$2,480	
3		Technical Studies					\$22,455	
	3.1	Technical Study/Project Materials Review (M-Group)	0	6	8	8	\$3,360	
	3.2	Air Quality Technical Memo (Baseline)					\$13,345	
	3.3	Geotechnical Feasibility Report Peer Review (Baseline)						
	3.4	Noise and Vibration Peer Review (Baseline)						
	3.5	Transportation Impact Study Peer Review (W-Trans)					\$5,750	
4		Environmental Review	4	24	20	20	\$11,400	
	4.1	Administrative Draft Exemption Justification Memo	2	20	20	20	\$10,000	
	4.2	Final Draft Exemption Justification Memo	2	4	0	0	\$1,400	
5		Public Hearings + CEQA Filing	6	4	8	2	\$4,040	
	5.1	Public Hearing Preparation & Attendance	6	2	6	0	\$3,100	
	5.2	Notices and SCH Filing	0	2	2	2	\$940	
SUBTOTAL			Subtotal:	15	60	46	38	\$47,055
10% Contingency								\$4,705
Travel & Materials								\$600
TOTAL BUDGET (EXEMPTION JUSTIFICATION)								\$52,360

**For the 1030 Third Street Project:**



## 1030 3rd Project CEQA Tasks & Cost Estimate

			Principal-In-Charge	Principal Planner	Assistant Planner	Env Tech	Subtotal
Task			\$300	\$200	\$120	\$95	
<b>CEQA Documentation</b>							
<b>1</b>		<b>Project Management</b>	<b>2</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>\$4,140</b>
	1.1	Kick-Off Meeting	1	2	2	0	\$940
	1.2	Project Management	4	10	0	0	\$3,200
<b>2</b>		<b>Research, Referrals &amp; Data Needs</b>	<b>2</b>	<b>8</b>	<b>6</b>	<b>14</b>	<b>\$4,250</b>
	2.1	Background Research	0	4	4	10	\$2,230
	2.2	Referrals + AB 52 Notice/Consultation	2	4	2	4	\$2,020
<b>3</b>		<b>Technical Studies</b>					
	3.1	Review Studies	4	10	6	10	\$4,870
<b>4</b>		<b>Environmental Review</b>	<b>4</b>	<b>24</b>	<b>20</b>	<b>20</b>	<b>\$10,300</b>
	4.1	Admin Draft Exemption Memo	2	20	20	20	\$8,900
	4.2	Public Draft Memo	2	4	0	0	\$1,400
<b>5</b>		<b>Public Hearings + CEQA Filing</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>2</b>	<b>\$3,750</b>
	5.1	Public Hearing Preparation & Attendance	6	2	6	0	\$2,920
	5.2	Notices and SCH Filing	0	2	2	2	\$830
<b>Subtotal:</b>			<b>18</b>	<b>58</b>	<b>42</b>	<b>46</b>	<b>\$27,310</b>
10% Contingency							\$2,730
Travel & Materials							\$600
<b>SUBCONSULTANTS</b>							
W-Trans (Peer Review of ARG TIS)							\$7,900
Baseline (Peer Review of AQ/GHG; Noise; Geo)							\$9,000
10% Admin Fee							\$1,690
<b>Subtotal</b>							<b>\$18,590</b>
<b>TOTAL BUDGET</b>							<b>\$49,230</b>

**For all other tasks:**

# M-GROUP | 2025-2026 RATE SHEET

M-GROUP STAFF	HOURLY RATES	
	2025	2026
Admin Analyst Planning Tech Contract Administrator	\$95	\$100
Assistant Planner Assistant Environmental Planner Assistant Urban Designer Social Media Coordinator Document Specialist	\$120	\$126
Associate Planner Associate Environmental Planner Associate Urban Designer GIS Services Graphics Specialist	\$150	\$158
Historic Preservation Specialist Public Art Specialist	\$165	\$173
Senior Planner Senior Project Manager Senior Environmental Planner Senior Urban Designer	\$180	\$189
Principal Planner Principal Project Manager Principal Environmental Planner Principal Policy Planner Director of Urban Design	\$200	\$210
Principal Interim CDD	\$245 - \$400	\$245 - \$400

- 1. M-Group will invoice the client by billable hours per month or percentage of task completed.
- 2. Hourly rates are subject to annual adjustment on January 1<sup>st</sup>.
- 3. M-Group adds a 10% administration fee to Subconsultant rates.
- 4. Mileage costs of \$0.70/mile may be charged for staff travelling beyond their Bay Area region (SF/South Bay, East Bay, North Bay).
- 5. Work over 8 hours per day, on holidays, or after business hours may be charged at 125% of the above-listed rates, upon client approval.

## SCHEDULE

[List/Describe Project Schedule](#)

**– END OF EXHIBIT A –**

## EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Contract, and for any time period set forth below, **Contractor** shall procure and maintain in full force and effect, at no cost to **City** insurance policies with respect to employees and vehicles assigned to the performance of work under this Contract with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Contract, **Contractor** shall maintain, at no expense to **City**, the following insurance:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the work required to be performed under this Contract, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **Contractor's** performance under this Contract. Where **Contractor** is a professional not required to have a professional license, **City** reserves the right to require **Contractor** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **Contractor** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **Contractor's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **City**.

B. **Other Insurance Requirements.** The insurance coverage required of the **Contractor** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **City**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **Contractor's** insurance

policies shall be “primary and noncontributory” with respect to any insurance or coverage maintained by **City** and shall not call upon **City's** insurance or self-insurance coverage for any contribution. The “primary and noncontributory” coverage in **Contractor's** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Contract, **Contractor** hereby grants to **City** a waiver of any right to subrogation which any insurer of **Contractor** may acquire against **City** by virtue of the payment of any loss under such insurance. **Contractor** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **City** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Contract, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Contract.

7. The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **City** (if agreed to in a written contract or agreement) before **City's** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **City** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the **Contractor** under this Contract.

9. **Contractor** agrees to ensure that subcontractors, and any other party involved with the performance of work under this Contract, who is brought onto or involved in the performance of the work by **Contractor** under this Contract, provide the same minimum insurance coverage required of **Contractor**, except as with respect to limits. **Contractor** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract. **CONSUTLANT** agrees that upon request by **City**, all

agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the work under this Contract will be submitted to **City** for review.

10. **Contractor** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Scope of Work reserves the right to charge **City** or **Contractor** for the cost of additional insurance coverage required by this Contract. Any such provisions are to be deleted with reference to **City**. It is not the intent of **City** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **Contractor's** insurance policies must be declared to and approved by the **City** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **City** or other additional insured party. At **City's** option, the deductibles or self-insured retentions with respect to **City** shall be reduced or eliminated to **City's** satisfaction, or **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **Contractor** shall provide to the Project Manager all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Contract; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Contract. **City** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **Contractor**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **City**.

**Failure to comply with these requirements shall be considered a material breach of contract.**

## EXHIBIT C GENERAL TERMS AND CONDITIONS

### 1. COMPLIANCE WITH ALL LAWS.

**Contractor** shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Contract. **Contractor** shall perform all work under this Contract in accordance with these laws, ordinances, codes and regulations. **Contractor** shall release, defend, indemnify and hold harmless **City**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

### 2. PROVISIONS DEEMED INSERTED.

Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

### 3. SEVERABILITY.

If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

### 4. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **Contractor** in connection with the performance of its duties under this Contract, shall be the sole property of **City**. **City** may use said property for any purpose, including projects not contemplated by this Contract.

### 5. INSPECTION AND AUDIT.

Upon reasonable notice, **Contractor** shall make available to **City**, or its agent, for inspection and audit, all documents and materials maintained by **Contractor** in connection with its performance of its duties under this Contract. **Contractor** shall fully cooperate with **City** or its agent in any such audit or inspection. **Contractor** shall maintain all Project-related records for a period of three (3) years from completion of the work.

### 6. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Contract nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Contract or any rights, duties



or obligations arising hereunder shall be void and of no effect.

7. WORKERS' COMPENSATION.

**Contractor** certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and **Contractor** certifies that it will comply with such provisions before commencing the performance of the work of this contract.

8. NONDISCRIMINATION.

**Contractor** shall not discriminate, in any way, against any person on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation in connection with or related to the performance of its duties and obligations under this Contract.

9. NO THIRD PARTY BENEFICIARIES.

**City** and **Contractor** do not intend, by any provision of this Contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Contract, to the other party.

10. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Contract, **Contractor**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **City**. **Contractor** and **City** expressly intend and agree that the status of **Contractor**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **City**.

11. ENTIRE CONTRACT -- AMENDMENTS.

A. The terms and conditions of this Contract, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Contract of the parties with respect to the subject matter of this Contract.

B. This written Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between the **Contractor** and the **City**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Contract, shall be valid or binding, except by way of a written amendment to this Contract.

D. The terms and conditions of this Contract shall not be altered or modified

except by a written amendment to this Contract signed by the **Contractor** and the **City**.

E. If any conflicts arise between the terms and conditions of this Contract, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Contract shall control.

12. SET-OFF AGAINST DEBTS.

**Contractor** agrees that **City** may deduct from any payment due to **Contractor** under this Contract, any monies which **Contractor** owes **City** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

13. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Contract, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Contract, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Contract or any applicable law, ordinance or regulation.

14. CITY BUSINESS LICENSE / OTHER TAXES.

**Contractor** shall obtain and maintain during the duration of this Contract, a **City** business license as required by the San Rafael Municipal Code, and **Contractor** shall pay any and all state and federal taxes and any other applicable taxes. **City** shall not be required to pay for any work performed under this Contract, until **Contractor** has provided **City** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

15. SURVIVAL OF TERMS.

Any terms of this Contract that by their nature extend beyond the term (or termination) of this Contract shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

16. GOVERNING LAW.

This Contract shall be deemed to have been executed in the County of Marin, California. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of Marin, California unless the parties agree otherwise in a written amendment to this Contract.

17. CONFLICT OF INTEREST.

Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

18. AUTHORIZATION.

Each individual signing above warrants that they are authorized to do so by the party that they represent, and that this Contract is legally binding on that party. If **Contractor** is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

19. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Contract may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.



### CONTRACT ROUTING FORM

**INSTRUCTIONS:** Use this cover sheet to circulate all contracts for review and approval in the order shown below.

**TO BE COMPLETED BY INITIATING DEPARTMENT PROJECT MANAGER:**

**Contracting Department:** Community and Economic Development

**Project Manager:** Margaret Kavanaugh-Lynch

**Contractor Name:** M-Group

**Contractor's Contact:** Heather Hines

**Contact's Email:** hhines@m-group.us

**City Council Date:** ☒ 9/15/25 or ☐ Not applicable

☐ **FPPC:** Check if Contractor must file Form 700

RESPONSIBLE PARTY	DESCRIPTION	COMPLETED
Project Manager	Email PINS insurance request to Contractor	<input checked="" type="checkbox"/>
City Attorney's Office	Review, revise as needed, and approve agreement as to form	
Department Director	Review and approve agreement	
Risk Management	Confirm insurance documentation is complete	
Finance	Review and sign off on funding availability	

**All following documents are attached as reference material.**

## Certificate Of Completion

Envelope Id: 23EBB0C0-FB30-4630-A438-D328CA22BBC0

Status: Sent

Subject: DocuSign: PSA with M-Group for On-Call Planning Services

Source Envelope:

Document Pages: 23

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Ariel Gutierrez

AutoNav: Enabled

111 Morpheus St

Enveloped Stamping: Enabled

San Rafael, CA 94901

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Ariel.Gutierrez@cityofsanrafael.org

IP Address: 199.88.113.8

## Record Tracking

Status: Original

Holder: Ariel Gutierrez

Location: DocuSign

9/5/2025 3:43:29 PM

Ariel.Gutierrez@cityofsanrafael.org

## Signer Events

### Signature

### Timestamp

Micah Hinkle

Micah.Hinkle@cityofsanrafael.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nataly Torres

Nataly.Torres@cityofsanrafael.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Finance

Signing Group: Finance

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Heather Hines

hhines@m-group.us

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Geoff Bradley

gbradley@m-group.us

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Andrea Visveshwara

Andrea.Visveshwara@cityofsanrafael.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Nataly Torres Nataly.Torres@cityofsanrafael.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Cristine Alilovich Cristine.Alilovich@cityofsanrafael.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/8/2025 5:50:59 PM ID: 92734b64-c5dc-4308-af7f-b0f4b9ffd306		
City Clerk		
Signing Group: City Clerk Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Nataly Torres Nataly.Torres@cityofsanrafael.org Legal Assistant City of San Rafael Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 9/5/2025 4:16:06 PM
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/5/2025 4:16:06 PM
Envelope Updated	Security Checked	9/8/2025 8:36:20 AM
Envelope Updated	Security Checked	9/8/2025 8:36:20 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of San Rafael (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of San Rafael:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org)

### **To advise City of San Rafael of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of San Rafael**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of San Rafael**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of San Rafael as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of San Rafael during the course of your relationship with City of San Rafael.



**CITY OF SAN RAFAEL**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Contract") is entered into by and between the **City of San Rafael** ("City") and **Allsep Planning** ("Contractor"), a CA for On-Call Planning Services, and is effective on \_\_\_\_\_ ("Effective Date"). **City** and **Contractor** may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Contract."

**RECITALS**

A. **City** desires to secure professional services more fully described in this Contract, at **Exhibit A**, entitled "SCOPE OF WORK"; and

B. **Contractor** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **City**; and

C. **Contractor** acknowledges that the execution of this Contract by the **City** is predicated upon the representations made in Contractor's proposal dated not dated \_\_\_\_\_ submitted to the City; and

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

**NOW, THEREFORE**, the parties hereby agree as follows:

**CONTRACT**

1. **WORK TO BE PERFORMED.**

Except as otherwise may be expressly specified in this Contract, **Contractor** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by **City** at its sole risk and expense. Services to be provided to City are more fully described in **Exhibit A** entitled "SCOPE OF WORK".

## 2. COMPENSATION.

In consideration for **Contractor's** complete performance of the Scope of Work, **City** will pay **Contractor** in accordance with the rates and/or prices set forth in **Exhibit A**, up to the not-to-exceed amount of \$ 200,000.

Contractor shall not increase its rates throughout the Term of this Contract, except that upon 60 day written notice, Contractor may adjust its rates no more than once annually at a maximum amount equal to the percentage change through December in the prior calendar year to the consumer price index ("CPI") for California, All Urban Consumers, San Francisco-Oakland-San Jose areas, not to exceed five percent (5%).

**Contractor** will bill **City** on a monthly basis for work performed by **Contractor** during the preceding month, subject to verification by **City**. **City** will pay **Contractor** within thirty (30) days of **City's** receipt of invoice.

## 3. TERM OF CONTRACT.

This Contract becomes effective upon the date listed as "**Effective Date**" and shall remain in effect until the completion of all obligations of both Parties hereto, or One Year \_\_\_\_\_ from the Effective Date, whichever comes first, unless terminated or amended as provided herein.

## 4. RELIANCE ON PROFESSIONAL SKILL OF CONTRACTOR.

**Contractor** represents that it has the necessary professional skills to perform the work required and the **City** shall rely on such skills of the **Contractor** to do and perform the work. In performing the work hereunder **Contractor** shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by **Contractor** hereunder.

**Contractor** represents that it has reviewed **Exhibit A** and that in its professional judgment the work to be performed under this Contract can be performed for a fee within the maximum amount set forth herein and within the times specified.

**Contractor** represents that it possesses all necessary training, licenses and permits to perform the Scope of Work and that its performance of the Scope of Work will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Scope of Work working on similar, successfully completed projects.

The granting of any progress payment by **City**, or the receipt thereof by **Contractor**, or any inspection, review, approval or oral statement by any representative of **City** or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 4 or lessen the liability of **Contractor** for unsatisfactory work, including but not limited to cases where the defective or below standard work may not have been

apparent or detected at the time of such payment, inspection, review or approval.

5. PROJECT COORDINATION.

A. **City's Project Manager.** Margaret Kavanaugh-Lynch is hereby designated the Project Manager for the **City** and said Project Manager shall supervise all aspects of the progress and execution of this Contract.

B. **Contractor's Project Director.** **Contractor** shall assign a single Project Director to have overall responsibility for the progress and execution of this Contract for **Contractor**. Jayni Allsep is hereby designated as the Project Director for **Contractor**. Should circumstances or conditions subsequent to the execution of this Contract require a substitute Project Director, for any reason, the **Contractor** shall notify the **City** within ten (10) business days of the substitution.

6. TERMINATION.

A. The term of this Contract shall commence upon the date hereinabove written and shall expire upon completion of performance of work hereunder by **Contractor**.

B. Notwithstanding the provisions of (A) above, **City** may with or without cause, direct **Contractor** to suspend, delay or interrupt the work, in whole or in part, for such periods of time as **City** may determine in its sole discretion.

C. **City** may terminate this Contract in whole, or from time to time in part, for default, should **Contractor** commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of **City's** written notice to **Contractor** demanding such cure, in which case **Contractor** shall be liable to **City** for all loss, cost, expense, damage and liability resulting from such breach and termination.

D. **City** may terminate this Contract in whole, or from time to time in part, for convenience, whenever **City** determines that such termination is in **City's** best interests, in which case **Contractor** shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Contract would otherwise provide, but may recover no other cost, damage or expense. **Contractor** shall continue its work throughout the course of any dispute, and **Contractor's** failure to continue work during a dispute shall be a material breach of this Contract.

E. **Lack of Appropriation:** If this Contract is a multi-year contract, subject to appropriation each fiscal year, the City may terminate this Contract immediately for lack of appropriation of funds.

F. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Contract without the prior written consent of the other.

G. **Return of Documents.** Upon termination, any and all **City** documents or materials provided to **Contractor** and any and all of **Contractor's** documents and materials prepared for or relating to the performance of its duties under this Contract, shall be delivered to **City** as soon as possible, but not later than thirty (30) days after termination.

## 7. INSURANCE REQUIREMENTS.

During the term of this Contract, and for any time period set forth in Exhibit B, **Contractor** shall procure and maintain in full force and effect, at no cost to **City** insurance policies with respect to employees and vehicles assigned to the performance of work under this Contract with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit B.

## 8. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **Contractor** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **City**, and hold harmless **City**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **Contractor's** performance of its obligations or conduct of its operations under this Contract. The **Contractor's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **Contractor's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **Contractor's** work or work product by the **City** or any of its directors, officers or employees shall not relieve or reduce the **Contractor's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **Contractor's** performance of or operations under this Contract, **Contractor** shall provide a defense to the **City Indemnitees** or at **City's** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the work to be performed by **Contractor** under this Contract are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **Contractor** shall indemnify and hold harmless the **City** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence,

recklessness, or willful misconduct of **Contractor**, or any sub Contractors, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract and shall survive the termination or completion of this Contract for the full period of time allowed by law.

## 9. PREVAILING WAGE.

If the work to be performed under this Contract is for services where prevailing wages are required by State law, **Contractor** shall pay prevailing wages to its employees on any contract in excess of \$1,000.00, Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department upon request and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. **Contractor** shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. **Contractor** and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Contract. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. **Contractor** shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Contract.

## 10. NOTICES.

All notices and other communications required or permitted to be given under this Contract, including any notice of change of address, shall be in writing and given by email, personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of email, personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **City's** Project Manager:

[As identified in item 5.A]

1400 Fifth Avenue

San Rafael, CA 94901

Email: [margaret.kavanaugh-lynch@cityofsantafael.org](mailto:margaret.kavanaugh-lynch@cityofsantafael.org)

To **Contractor's** Project Director:

[As identified in item 5.B]

70 Village Circle

San Rafael, CA 94903

Email: [rajni@allsep-planning.com](mailto:rajni@allsep-planning.com)

## 11. LIABILITY OF CITY.

Except as provided in Exhibit A, Scope of Work to be Provided by **Contractor** and Exhibit B, Insurance, **City's** obligations under this Contract shall be limited to the payment of the compensation provided for in Paragraphs 1 and 2 of this Contract,

Notwithstanding any other provision of this Contract, in no event shall **City** be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Contract, the Scope of Work, or the Project.

**City** shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by **Contractor**, or by any of its employees, even though such equipment be furnished, rented or loaned to **Contractor** by **City**. The acceptance or use of such equipment by **Contractor** or any of its employees shall be construed to mean that **Contractor** accepts full responsibility for and shall exonerate, indemnify, defend and save harmless **City** from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the **Contractor**, its employees, **City** employees or third parties, or to property belonging to any of the above.

Nothing in this Contract shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which **City** or **Contractor** may have under this Contract or any applicable law. All rights and remedies of **City** or **Contractor**, whether under this Contract or other applicable law, shall be cumulative.

## 12. MEDIATION.

Unless waived by the **City**, should any dispute arise out of this Contract, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Unless the **City** waives this requirement, **Contractor** shall not be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

## 13. GENERAL TERMS AND CONDITIONS.

This Contract includes, and the **Contractor** agrees to comply with the **City's** General Terms and Conditions, which are set forth in **Exhibit C**, attached hereto and incorporated by reference.

*[Signatures are on the following page.]*

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the day, month and year first above written.

**CITY OF SAN RAFAEL:**

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_  
Executed on: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**  
**Office of the City Attorney**

[If Contractor is a corporation, second corporate officer signature required]

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**  
**City Clerk**

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

This is an Exhibit attached to, and made a part of, the Contract by and between **Contractor** and the **City** providing for the referenced services. The Scope of Work includes:

#### 1. **Description of the Work:**

1.1 **Description:** The Planning Consultant shall provide professional planning services to the City, including review and processing of development applications, preparation of staff reports and presentations, attendance at public hearings and community meetings, and coordination with City staff, applicants, and outside agencies. The consultant may also prepare CEQA documents and environmental review reports for specific projects. Additionally, the Planning Consultant can support the City with City initiated projects or advanced planning efforts as needed, including but not limited to zoning amendments, housing element implementation, community outreach efforts, Commission trainings, and project management assignments.

#### 2. **Specific Tasks:**

As part of the Scope of Work, the Contractor shall perform the following tasks:

2.1 **Task 1** – Review development applications, prepare staff reports and presentations, and coordinate with City staff, applicants, and outside agencies.

2.2 **Task 2** – Provide technical expertise on land use, zoning, environmental review, and other planning services as assigned

2.3 **Task 3** – Prepare CEQA documents and environmental review reports for defined projects

### DELIVERABLES

Contractor's deliverables under the Contract are enunciated throughout the Contract and include but are not limited to the following:

#### 1. **Project Deliverables:**

- Staff reports and presentations materials for Planning Commission, City Council and community meetings
- Meeting participation as required



- CEQA documents including draft and final CEQA reports, environmental review documents, and supporting technical studies prepared in compliance with applicable state and local requirements
- Technical Memoranda including written guidance and technical analyses related to land use, zoning and planning matters
- Ordinance and resolution preparation

METHOD OF PAYMENT

Subject to the terms and conditions of this Contract, Contractor shall be paid on a basis set forth herein by the checked boxes below:

☒ A fixed fee for the work performed

1.1 For project-specific CEQA reports a NTE amount will be submitted with the proposal prior to work beginning.

☒ An hourly rate for the work performed based on the following hourly rates:

Hourly rates provided on rates sheet and as amended in January of each calendar year consistent with standard Allsep Planning rate sheet.

ALLSEP PLANNING

70 Village Circle • San Rafael, CA 94903 • Phone: 415.706.0443  
E-Mail: jayni@allsep-planning.com • www.allsep-planning.com

Fee Schedule	
(Effective through January 31, 2026*)	
JOB TITLE/DESCRIPTION	HOURLY RATE
Principal Planner/Project Manager	\$225**
Project Assistant	\$ 85
Clerical/Word Processing	\$ 55
REIMBURSABLE EXPENSES	FEE
Subconsultant Charges	COST + 5%
Printing/Shipping	COST
Mileage (Current Federal Rate)	\$0.56/Mile
* Any work performed after January 31, 2026, may be subject to a rate increase; however, increase shall not exceed the percentage difference of the most recently reported Consumer Price Index (CPI) as calculated by the California Bureau of Labor Statistics for the previous 12 months; provided that in no event shall the amount of the increase exceed five percent (5%) per year.	
** As a courtesy to Marin County public agencies, a 20% discount is applied for City-initiated (non-cost recovery) projects/assignments.	

## **SCHEDULE**

The project schedule for each project, task, and/or assignment shall be as established with the City based on the specifics of each project and consistent with required permit streamlining requirements and the City's public hearing schedule.

**– END OF EXHIBIT A –**

## EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Contract, and for any time period set forth below, **Contractor** shall procure and maintain in full force and effect, at no cost to **City** insurance policies with respect to employees and vehicles assigned to the performance of work under this Contract with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Contract, **Contractor** shall maintain, at no expense to **City**, the following insurance:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the work required to be performed under this Contract, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **Contractor's** performance under this Contract. Where **Contractor** is a professional not required to have a professional license, **City** reserves the right to require **Contractor** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **Contractor** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **Contractor's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **City**.

B. **Other Insurance Requirements.** The insurance coverage required of the **Contractor** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **City**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **Contractor's** insurance

policies shall be “primary and noncontributory” with respect to any insurance or coverage maintained by **City** and shall not call upon **City's** insurance or self-insurance coverage for any contribution. The “primary and noncontributory” coverage in **Contractor's** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Contract, **Contractor** hereby grants to **City** a waiver of any right to subrogation which any insurer of **Contractor** may acquire against **City** by virtue of the payment of any loss under such insurance. **Contractor** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **City** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Contract, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Contract.

7. The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **City** (if agreed to in a written contract or agreement) before **City's** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **City** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the **Contractor** under this Contract.

9. **Contractor** agrees to ensure that subcontractors, and any other party involved with the performance of work under this Contract, who is brought onto or involved in the performance of the work by **Contractor** under this Contract, provide the same minimum insurance coverage required of **Contractor**, except as with respect to limits. **Contractor** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract. **CONSUTLANT** agrees that upon request by **City**, all

agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the work under this Contract will be submitted to **City** for review.

10. **Contractor** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Scope of Work reserves the right to charge **City** or **Contractor** for the cost of additional insurance coverage required by this Contract. Any such provisions are to be deleted with reference to **City**. It is not the intent of **City** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **Contractor's** insurance policies must be declared to and approved by the **City** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **City** or other additional insured party. At **City's** option, the deductibles or self-insured retentions with respect to **City** shall be reduced or eliminated to **City's** satisfaction, or **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **Contractor** shall provide to the Project Manager all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Contract; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Contract. **City** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **Contractor**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **City**.

**Failure to comply with these requirements shall be considered a material breach of contract.**

## EXHIBIT C GENERAL TERMS AND CONDITIONS

### 1. COMPLIANCE WITH ALL LAWS.

**Contractor** shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Contract. **Contractor** shall perform all work under this Contract in accordance with these laws, ordinances, codes and regulations. **Contractor** shall release, defend, indemnify and hold harmless **City**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

### 2. PROVISIONS DEEMED INSERTED.

Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

### 3. SEVERABILITY.

If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

### 4. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **Contractor** in connection with the performance of its duties under this Contract, shall be the sole property of **City**. **City** may use said property for any purpose, including projects not contemplated by this Contract.

### 5. INSPECTION AND AUDIT.

Upon reasonable notice, **Contractor** shall make available to **City**, or its agent, for inspection and audit, all documents and materials maintained by **Contractor** in connection with its performance of its duties under this Contract. **Contractor** shall fully cooperate with **City** or its agent in any such audit or inspection. **Contractor** shall maintain all Project-related records for a period of three (3) years from completion of the work.

### 6. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Contract nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Contract or any rights, duties

or obligations arising hereunder shall be void and of no effect.

7. WORKERS' COMPENSATION.

**Contractor** certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and **Contractor** certifies that it will comply with such provisions before commencing the performance of the work of this contract.

8. NONDISCRIMINATION.

**Contractor** shall not discriminate, in any way, against any person on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation in connection with or related to the performance of its duties and obligations under this Contract.

9. NO THIRD PARTY BENEFICIARIES.

**City** and **Contractor** do not intend, by any provision of this Contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Contract, to the other party.

10. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Contract, **Contractor**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **City**. **Contractor** and **City** expressly intend and agree that the status of **Contractor**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **City**.

11. ENTIRE CONTRACT -- AMENDMENTS.

A. The terms and conditions of this Contract, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Contract of the parties with respect to the subject matter of this Contract.

B. This written Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between the **Contractor** and the **City**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Contract, shall be valid or binding, except by way of a written amendment to this Contract.

D. The terms and conditions of this Contract shall not be altered or modified

except by a written amendment to this Contract signed by the **Contractor** and the **City**.

E. If any conflicts arise between the terms and conditions of this Contract, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Contract shall control.

12. SET-OFF AGAINST DEBTS.

**Contractor** agrees that **City** may deduct from any payment due to **Contractor** under this Contract, any monies which **Contractor** owes **City** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

13. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Contract, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Contract, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Contract or any applicable law, ordinance or regulation.

14. CITY BUSINESS LICENSE / OTHER TAXES.

**Contractor** shall obtain and maintain during the duration of this Contract, a **City** business license as required by the San Rafael Municipal Code, and **Contractor** shall pay any and all state and federal taxes and any other applicable taxes. **City** shall not be required to pay for any work performed under this Contract, until **Contractor** has provided **City** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

15. SURVIVAL OF TERMS.

Any terms of this Contract that by their nature extend beyond the term (or termination) of this Contract shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

16. GOVERNING LAW.

This Contract shall be deemed to have been executed in the County of Marin, California. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of Marin, California unless the parties agree otherwise in a written amendment to this Contract.



17. CONFLICT OF INTEREST.

Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

18. AUTHORIZATION.

Each individual signing above warrants that they are authorized to do so by the party that they represent, and that this Contract is legally binding on that party. If **Contractor** is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

19. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Contract may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.



### CONTRACT ROUTING FORM

**INSTRUCTIONS:** Use this cover sheet to circulate all contracts for review and approval in the order shown below.

**TO BE COMPLETED BY INITIATING DEPARTMENT PROJECT MANAGER:**

**Contracting Department:** Community and Economic Development

**Project Manager:** Margaret Kavanaugh-Lynch

**Contractor Name:** Allsep Planning

**Contractor's Contact:** Jayni Allsep

**Contact's Email:** jayni@allsep-planning.com

**City Council Date:** ☐ \_\_\_\_\_ or ☒ Not applicable

☐ **FPPC:** Check if Contractor must file Form 700

RESPONSIBLE PARTY	DESCRIPTION	COMPLETED
Project Manager	Email PINS insurance request to Contractor	<input checked="" type="checkbox"/>
City Attorney's Office	Review, revise as needed, and approve agreement as to form	
Department Director	Review and approve agreement	
Risk Management	Confirm insurance documentation is complete	
Finance	Review and sign off on funding availability	

**All following documents are attached as reference material.**

## Certificate Of Completion

Envelope Id: 451C9847-90BD-4C37-A9A0-D589255B9D07

Status: Sent

Subject: DocuSign: PSA with Allsep Planning for On-Call Planning Services

Source Envelope:

Document Pages: 18

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Ariel Gutierrez

AutoNav: Enabled

111 Morpheus St

Envelope Stamping: Enabled

San Rafael, CA 94901

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Ariel.Gutierrez@cityofsanrafael.org

IP Address: 199.88.113.8

## Record Tracking

Status: Original

Holder: Ariel Gutierrez

Location: DocuSign

9/5/2025 11:07:18 AM

Ariel.Gutierrez@cityofsanrafael.org

## Signer Events

### Signature

### Timestamp

Micah Hinkle

Micah.Hinkle@cityofsanrafael.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nataly Torres

Nataly.Torres@cityofsanrafael.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Finance

Signing Group: Finance

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jayni Allsep

jayni@allsep-planning.com

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Andrea Visveshwara

Andrea.Visveshwara@cityofsanrafael.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Nataly Torres Nataly.Torres@cityofsanrafael.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Cristine Alilovich Cristine.Alilovich@cityofsanrafael.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/8/2025 5:50:59 PM ID: 92734b64-c5dc-4308-af7f-b0f4b9ffd306		
City Clerk		
Signing Group: City Clerk Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Nataly Torres Nataly.Torres@cityofsanrafael.org Legal Assistant City of San Rafael Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 9/5/2025 11:18:39 AM

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/5/2025 11:18:39 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of San Rafael (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of San Rafael:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org)

### **To advise City of San Rafael of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of San Rafael**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of San Rafael**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of San Rafael as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of San Rafael during the course of your relationship with City of San Rafael.

**CITY OF SAN RAFAEL**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Contract") is entered into by and between the **City of San Rafael** ("City") and **Ratcliffe Consulting, LLC** ("Contractor"), a CA for On-Call Planning Services, and is effective on \_\_\_\_\_ ("Effective Date"). **City** and **Contractor** may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Contract."

**RECITALS**

A. **City** desires to secure professional services more fully described in this Contract, at **Exhibit A**, entitled "SCOPE OF WORK"; and

B. **Contractor** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **City**; and

C. **Contractor** acknowledges that the execution of this Contract by the **City** is predicated upon the representations made in Contractor's proposal dated Not dated submitted to the City; and

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

**NOW, THEREFORE**, the parties hereby agree as follows:

**CONTRACT**

1. **WORK TO BE PERFORMED.**

Except as otherwise may be expressly specified in this Contract, **Contractor** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by **City** at its sole risk and expense. Services to be provided to City are more fully described in **Exhibit A** entitled "SCOPE OF WORK".

## 2. COMPENSATION.

In consideration for **Contractor's** complete performance of the Scope of Work, **City** will pay **Contractor** in accordance with the rates and/or prices set forth in **Exhibit A**, up to the not-to-exceed amount of \$ 200,000.

Contractor shall not increase its rates throughout the Term of this Contract, except that upon 60 day written notice, Contractor may adjust its rates no more than once annually at a maximum amount equal to the percentage change through December in the prior calendar year to the consumer price index ("CPI") for California, All Urban Consumers, San Francisco-Oakland-San Jose areas, not to exceed five percent (5%).

**Contractor** will bill **City** on a monthly basis for work performed by **Contractor** during the preceding month, subject to verification by **City**. **City** will pay **Contractor** within thirty (30) days of **City's** receipt of invoice.

## 3. TERM OF CONTRACT.

This Contract becomes effective upon the date listed as "**Effective Date**" and shall remain in effect until the completion of all obligations of both Parties hereto, or One Year \_\_\_\_\_ from the Effective Date, whichever comes first, unless terminated or amended as provided herein.

## 4. RELIANCE ON PROFESSIONAL SKILL OF CONTRACTOR.

**Contractor** represents that it has the necessary professional skills to perform the work required and the **City** shall rely on such skills of the **Contractor** to do and perform the work. In performing the work hereunder **Contractor** shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by **Contractor** hereunder.

**Contractor** represents that it has reviewed **Exhibit A** and that in its professional judgment the work to be performed under this Contract can be performed for a fee within the maximum amount set forth herein and within the times specified.

**Contractor** represents that it possesses all necessary training, licenses and permits to perform the Scope of Work and that its performance of the Scope of Work will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Scope of Work working on similar, successfully completed projects.

The granting of any progress payment by **City**, or the receipt thereof by **Contractor**, or any inspection, review, approval or oral statement by any representative of **City** or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 4 or lessen the liability of **Contractor** for unsatisfactory work, including but not limited to cases where the defective or below standard work may not have been



apparent or detected at the time of such payment, inspection, review or approval.

5. PROJECT COORDINATION.

A. **City's Project Manager.** Margaret Kavanaugh-Lynch is hereby designated the Project Manager for the **City** and said Project Manager shall supervise all aspects of the progress and execution of this Contract.

B. **Contractor's Project Director.** **Contractor** shall assign a single Project Director to have overall responsibility for the progress and execution of this Contract for **Contractor**. Christina Ratcliffe is hereby designated as the Project Director for **Contractor**. Should circumstances or conditions subsequent to the execution of this Contract require a substitute Project Director, for any reason, the **Contractor** shall notify the **City** within ten (10) business days of the substitution.

6. TERMINATION.

A. The term of this Contract shall commence upon the date hereinabove written and shall expire upon completion of performance of work hereunder by **Contractor**.

B. Notwithstanding the provisions of (A) above, **City** may with or without cause, direct **Contractor** to suspend, delay or interrupt the work, in whole or in part, for such periods of time as **City** may determine in its sole discretion.

C. **City** may terminate this Contract in whole, or from time to time in part, for default, should **Contractor** commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of **City's** written notice to **Contractor** demanding such cure, in which case **Contractor** shall be liable to **City** for all loss, cost, expense, damage and liability resulting from such breach and termination.

D. **City** may terminate this Contract in whole, or from time to time in part, for convenience, whenever **City** determines that such termination is in **City's** best interests, in which case **Contractor** shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Contract would otherwise provide, but may recover no other cost, damage or expense. **Contractor** shall continue its work throughout the course of any dispute, and **Contractor's** failure to continue work during a dispute shall be a material breach of this Contract.

E. **Lack of Appropriation:** If this Contract is a multi-year contract, subject to appropriation each fiscal year, the City may terminate this Contract immediately for lack of appropriation of funds.

F. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Contract without the prior written consent of the other.

G. **Return of Documents.** Upon termination, any and all **City** documents or materials provided to **Contractor** and any and all of **Contractor's** documents and materials prepared for or relating to the performance of its duties under this Contract, shall be delivered to **City** as soon as possible, but not later than thirty (30) days after termination.

## 7. INSURANCE REQUIREMENTS.

During the term of this Contract, and for any time period set forth in Exhibit B, **Contractor** shall procure and maintain in full force and effect, at no cost to **City** insurance policies with respect to employees and vehicles assigned to the performance of work under this Contract with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit B.

## 8. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **Contractor** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **City**, and hold harmless **City**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **Contractor's** performance of its obligations or conduct of its operations under this Contract. The **Contractor's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **Contractor's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **Contractor's** work or work product by the **City** or any of its directors, officers or employees shall not relieve or reduce the **Contractor's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **Contractor's** performance of or operations under this Contract, **Contractor** shall provide a defense to the **City Indemnitees** or at **City's** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the work to be performed by **Contractor** under this Contract are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **Contractor** shall indemnify and hold harmless the **City** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence,

recklessness, or willful misconduct of **Contractor**, or any sub Contractors, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract and shall survive the termination or completion of this Contract for the full period of time allowed by law.

## 9. PREVAILING WAGE.

If the work to be performed under this Contract is for services where prevailing wages are required by State law, **Contractor** shall pay prevailing wages to its employees on any contract in excess of \$1,000.00, Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department upon request and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. **Contractor** shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. **Contractor** and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Contract. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. **Contractor** shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Contract.

## 10. NOTICES.

All notices and other communications required or permitted to be given under this Contract, including any notice of change of address, shall be in writing and given by email, personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of email, personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **City's** Project Manager:

[As identified in item 5.A]

1400 Fifth Avenue

San Rafael, CA 94901

Email: margaret.kavanaugh-lynch@cityofsantarafael.org

To **Contractor's** Project Director:

[As identified in item 5.B]

P.O. Box 6101

Albany, CA 94706

Email: Ernestina@ratcliffe.net

## 11. LIABILITY OF CITY.

Except as provided in Exhibit A, Scope of Work to be Provided by **Contractor** and Exhibit B, Insurance, **City's** obligations under this Contract shall be limited to the payment of the compensation provided for in Paragraphs 1 and 2 of this Contract,

Notwithstanding any other provision of this Contract, in no event shall **City** be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Contract, the Scope of Work, or the Project.

**City** shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by **Contractor**, or by any of its employees, even though such equipment be furnished, rented or loaned to **Contractor** by **City**. The acceptance or use of such equipment by **Contractor** or any of its employees shall be construed to mean that **Contractor** accepts full responsibility for and shall exonerate, indemnify, defend and save harmless **City** from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the **Contractor**, its employees, **City** employees or third parties, or to property belonging to any of the above.

Nothing in this Contract shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which **City** or **Contractor** may have under this Contract or any applicable law. All rights and remedies of **City** or **Contractor**, whether under this Contract or other applicable law, shall be cumulative.

## 12. MEDIATION.

Unless waived by the **City**, should any dispute arise out of this Contract, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Unless the **City** waives this requirement, **Contractor** shall not be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

## 13. GENERAL TERMS AND CONDITIONS.

This Contract includes, and the **Contractor** agrees to comply with the **City's** General Terms and Conditions, which are set forth in **Exhibit C**, attached hereto and incorporated by reference.

*[Signatures are on the following page.]*

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the day, month and year first above written.

**CITY OF SAN RAFAEL:**

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_  
Executed on: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**  
**Office of the City Attorney**

[If Contractor is a corporation, second corporate officer signature required]

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**  
**City Clerk**

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

This is an Exhibit attached to, and made a part of, the Contract by and between **Contractor** and the **City** providing for the referenced services. The Scope of Work includes:

#### 1. **Description of the Work:**

1.1 **Description:** The Planning Consultant shall provide professional planning services to the City, including review and processing of development applications, preparation of staff reports and presentations, attendance at public hearings and community meetings, and coordination with City staff, applicants, and outside agencies. Additionally, the Planning Consultant can support the City with City initiated projects or advanced planning efforts as needed, including but not limited to zoning amendments, housing element implementation, community outreach efforts, Commission trainings, and project management assignments.

#### 2. **Specific Tasks:**

As part of the Scope of Work, the Contractor shall perform the following tasks:

2.1 **Task 1** – Review development applications, prepare staff reports and presentations, and coordinate with City staff, applicants, and outside agencies.

2.2 **Task 2** – Provide technical expertise on land use, zoning, review, and other planning services as assigned

### DELIVERABLES

Contractor's deliverables under the Contract are enunciated throughout the Contract and include but are not limited to the following:

#### 1. **Project Deliverables:**

- Staff reports and presentations materials for Planning Commission, City Council and community meetings
- Meeting participation as required
- Technical Memoranda including written guidance and technical analyses related to land use, zoning and planning matters
- Ordinance and resolution preparation

### METHOD OF PAYMENT

Subject to the terms and conditions of this Contract, Contractor shall be paid on a basis set forth herein by the checked boxes below:

☒ An hourly rate for the work performed based on the following hourly rates:

Hourly rates provided on rates sheet and as amended in January of each calendar year consistent with standard Ratcliffe Consulting rate sheet.



October 29, 2024

#### **Hours, Rate, & Expectations**

Christina Ratcliffe, AICP

Average hours for San Rafael are assumed to be up to 20/week, although this can be increased for a limited time as needed for individual projects.

Hourly billing rate is \$195. Hourly rate is subject to revision annually on July 1. The rate is firm for the first year of the agreement.

Work can be performed remotely or on-site, as needed. It is clearly understood that Ratcliffe Consulting Inc. is a contractor to the City. It is anticipated that any work product will be delivered electronically. Any requirement for hard copies will be billed at cost plus 20%.

#### **SCHEDULE**

The project schedule for each project, task, and/or assignment shall be as established with the City based on the specifics of each project and consistent with required permit streamlining requirements and the City's public hearing schedule.

**– END OF EXHIBIT A –**



## EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Contract, and for any time period set forth below, **Contractor** shall procure and maintain in full force and effect, at no cost to **City** insurance policies with respect to employees and vehicles assigned to the performance of work under this Contract with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Contract, **Contractor** shall maintain, at no expense to **City**, the following insurance:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the work required to be performed under this Contract, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **Contractor's** performance under this Contract. Where **Contractor** is a professional not required to have a professional license, **City** reserves the right to require **Contractor** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **Contractor** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **Contractor's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **City**.

B. **Other Insurance Requirements.** The insurance coverage required of the **Contractor** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **City**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **Contractor's** insurance

policies shall be “primary and noncontributory” with respect to any insurance or coverage maintained by **City** and shall not call upon **City's** insurance or self-insurance coverage for any contribution. The “primary and noncontributory” coverage in **Contractor's** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Contract, **Contractor** hereby grants to **City** a waiver of any right to subrogation which any insurer of **Contractor** may acquire against **City** by virtue of the payment of any loss under such insurance. **Contractor** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **City** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Contract, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Contract.

7. The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **City** (if agreed to in a written contract or agreement) before **City's** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **City** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the **Contractor** under this Contract.

9. **Contractor** agrees to ensure that subcontractors, and any other party involved with the performance of work under this Contract, who is brought onto or involved in the performance of the work by **Contractor** under this Contract, provide the same minimum insurance coverage required of **Contractor**, except as with respect to limits. **Contractor** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract. **CONSULTANT** agrees that upon request by **City**, all

agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the work under this Contract will be submitted to **City** for review.

10. **Contractor** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Scope of Work reserves the right to charge **City** or **Contractor** for the cost of additional insurance coverage required by this Contract. Any such provisions are to be deleted with reference to **City**. It is not the intent of **City** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **Contractor's** insurance policies must be declared to and approved by the **City** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **City** or other additional insured party. At **City's** option, the deductibles or self-insured retentions with respect to **City** shall be reduced or eliminated to **City's** satisfaction, or **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **Contractor** shall provide to the Project Manager all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Contract; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Contract. **City** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **Contractor**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **City**.

**Failure to comply with these requirements shall be considered a material breach of contract.**

## EXHIBIT C GENERAL TERMS AND CONDITIONS

### 1. COMPLIANCE WITH ALL LAWS.

**Contractor** shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Contract. **Contractor** shall perform all work under this Contract in accordance with these laws, ordinances, codes and regulations. **Contractor** shall release, defend, indemnify and hold harmless **City**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

### 2. PROVISIONS DEEMED INSERTED.

Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

### 3. SEVERABILITY.

If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

### 4. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **Contractor** in connection with the performance of its duties under this Contract, shall be the sole property of **City**. **City** may use said property for any purpose, including projects not contemplated by this Contract.

### 5. INSPECTION AND AUDIT.

Upon reasonable notice, **Contractor** shall make available to **City**, or its agent, for inspection and audit, all documents and materials maintained by **Contractor** in connection with its performance of its duties under this Contract. **Contractor** shall fully cooperate with **City** or its agent in any such audit or inspection. **Contractor** shall maintain all Project-related records for a period of three (3) years from completion of the work.

### 6. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Contract nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Contract or any rights, duties

or obligations arising hereunder shall be void and of no effect.

7. WORKERS' COMPENSATION.

**Contractor** certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and **Contractor** certifies that it will comply with such provisions before commencing the performance of the work of this contract.

8. NONDISCRIMINATION.

**Contractor** shall not discriminate, in any way, against any person on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation in connection with or related to the performance of its duties and obligations under this Contract.

9. NO THIRD PARTY BENEFICIARIES.

**City** and **Contractor** do not intend, by any provision of this Contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Contract, to the other party.

10. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Contract, **Contractor**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **City**. **Contractor** and **City** expressly intend and agree that the status of **Contractor**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **City**.

11. ENTIRE CONTRACT -- AMENDMENTS.

A. The terms and conditions of this Contract, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Contract of the parties with respect to the subject matter of this Contract.

B. This written Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between the **Contractor** and the **City**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Contract, shall be valid or binding, except by way of a written amendment to this Contract.

D. The terms and conditions of this Contract shall not be altered or modified

except by a written amendment to this Contract signed by the **Contractor** and the **City**.

E. If any conflicts arise between the terms and conditions of this Contract, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Contract shall control.

12. SET-OFF AGAINST DEBTS.

**Contractor** agrees that **City** may deduct from any payment due to **Contractor** under this Contract, any monies which **Contractor** owes **City** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

13. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Contract, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Contract, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Contract or any applicable law, ordinance or regulation.

14. CITY BUSINESS LICENSE / OTHER TAXES.

**Contractor** shall obtain and maintain during the duration of this Contract, a **City** business license as required by the San Rafael Municipal Code, and **Contractor** shall pay any and all state and federal taxes and any other applicable taxes. **City** shall not be required to pay for any work performed under this Contract, until **Contractor** has provided **City** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

15. SURVIVAL OF TERMS.

Any terms of this Contract that by their nature extend beyond the term (or termination) of this Contract shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

16. GOVERNING LAW.

This Contract shall be deemed to have been executed in the County of Marin, California. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of Marin, California unless the parties agree otherwise in a written amendment to this Contract.

17. CONFLICT OF INTEREST.

Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

18. AUTHORIZATION.

Each individual signing above warrants that they are authorized to do so by the party that they represent, and that this Contract is legally binding on that party. If **Contractor** is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

19. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Contract may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.



### CONTRACT ROUTING FORM

**INSTRUCTIONS:** Use this cover sheet to circulate all contracts for review and approval in the order shown below.

**TO BE COMPLETED BY INITIATING DEPARTMENT PROJECT MANAGER:**

**Contracting Department:** Community and Economic Development

**Project Manager:** Margaret Kavanaugh-Lynch

**Contractor Name:** Ratcliffe Consulting

**Contractor's Contact:** Christina Ratcliffe

**Contact's Email:** christina@ratcliffe.net

**City Council Date:** ☐ \_\_\_\_\_ or ☒ Not applicable

☐ **FPPC:** Check if Contractor must file Form 700

RESPONSIBLE PARTY	DESCRIPTION	COMPLETED
Project Manager	Email PINS insurance request to Contractor	<input checked="" type="checkbox"/>
City Attorney's Office	Review, revise as needed, and approve agreement as to form	
Department Director	Review and approve agreement	
Risk Management	Confirm insurance documentation is complete	
Finance	Review and sign off on funding availability	

**All following documents are attached as reference material.**



## Certificate Of Completion

Envelope Id: 72E0DFD4-6EB8-4149-A6E9-F83FF746FA36

Status: Sent

Subject: DocuSign: PSA with Ratcliffe Consulting, LLC for On-Call Planning Services

Source Envelope:

Document Pages: 18

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Ariel Gutierrez

AutoNav: Enabled

111 Morpheus St

Envelope Stamping: Enabled

San Rafael, CA 94901

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Ariel.Gutierrez@cityofsanrafael.org

IP Address: 199.88.113.8

## Record Tracking

Status: Original

Holder: Ariel Gutierrez

Location: DocuSign

9/5/2025 11:20:00 AM

Ariel.Gutierrez@cityofsanrafael.org

## Signer Events

### Signature

### Timestamp

Micah Hinkle

Micah.Hinkle@cityofsanrafael.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nataly Torres

Nataly.Torres@cityofsanrafael.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Finance

Signing Group: Finance

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christina Ratcliffe

christina@ratcliffe.net

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Andrea Visveshwara

Andrea.Visveshwara@cityofsanrafael.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Nataly Torres Nataly.Torres@cityofsanrafael.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Cristine Alilovich Cristine.Alilovich@cityofsanrafael.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/8/2025 5:50:59 PM ID: 92734b64-c5dc-4308-af7f-b0f4b9ffd306		
City Clerk		
Signing Group: City Clerk Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Nataly Torres Nataly.Torres@cityofsanrafael.org Legal Assistant City of San Rafael Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 9/5/2025 11:25:04 AM
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/5/2025 11:25:04 AM
Envelope Updated	Security Checked	9/9/2025 8:55:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of San Rafael (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of San Rafael:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org)

### **To advise City of San Rafael of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of San Rafael**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of San Rafael**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of San Rafael as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of San Rafael during the course of your relationship with City of San Rafael.