




Agenda Item No: 5.d
Meeting Date: November 1, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Prepared by: Leslie Mendez,
Planning Manager

City Manager Approval: _____ 

TOPIC: AGREEMENT FOR PROJECT SPECIFIC AND ON-CALL PLANNING CONSULTING SERVICES

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MIG, INC. FOR PROJECT SPECIFIC AND ON-CALL CONTRACT PLANNING AND ENVIRONMENTAL CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$217,000

RECOMMENDATION:

Adopt the resolution (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement with MIG, Inc. for project specific and on-call project and environmental consulting services.

BACKGROUND:

On [November 2, 2020](#) the City Council approved a resolution authorizing the City Manager to execute a Professional Services Agreement with MIG, Inc. for on-call planning and environmental consultant services to assist in filling the short-term gap that had been created by the loss of two full-time planners. Although the Community Development Department (CDD) is on its way to being fully staffed, the construction industry remains active and Planning continues to experience a high volume of submittals for land use development projects and use permits. During calendar year 2021 to date, the Planning Division has received over 160 new land use entitlement applications. In addition to the myriad lower profile development applications, there are also numerous larger commercial (e.g., San Rafael Inn), residential (e.g., 88 Vivian Way), and mixed-use (Northgate Mall) development applications pending. Because of the complexity and amount of time involved in analyzing land use and environmental review applications, CDD continues to need assistance from land use and environmental consulting firms to provide guidance on the CEQA process and to prepare the necessary land use and environmental documents.

ANALYSIS:

MIG, Inc. has consistently demonstrated that they have staff with the ability and flexibility to deliver high quality services as on-call land use and environmental planners, and the firm has been instrumental in moving development forward through the City's entitlement phase. As such, MIG, Inc. has been assigned

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

project management of two high profile development projects—[Northgate Mall Redevelopment Project](#) and the [Los Gamos Apartments Development](#)—and has stepped in as critical support in processing minor land use permits as well as environmental document preparation and review.

Staff is, therefore, seeking to extend the on-call planning and environmental consulting services from MIG, Inc. through June 2023, with a total contract amount not to exceed \$217,000. This will cover existing commitments to the work on the Los Gamos Apartments and Northgate Mall projects, past project management and staff training, as well as allow staff to request assistance from the firm as needed on a project-by-project basis. The CDD Director will review and approve each individual project scope of work and cost estimates, as they are needed. Copies of the Professional Services Agreement along with associated cost estimates are attached.

FISCAL IMPACT:

The total amount of the combined not-to-exceed agreements is \$217,000. Approximately half of this contract sum will be covered by the project applicant, and approximately half, if needed, is appropriated as part of the Fiscal Year 2021-22 budget for CDD (general fund).

OPTIONS:

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

1. Adopt the resolution as presented approving the Professional Services Agreement;
2. Adopt resolution with modifications to the Professional Services Agreement;
3. Direct staff to return with more information; or
4. Take no action.

RECOMMENDED ACTION:

Adopt the Resolution approving the Professional Services Agreement with MIG, Inc. for project specific and on-call planning and environmental consulting services.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement with:
 - a. Exhibit 1: Proposal for MIG Services: Approach/Scope of Work
 - b. Exhibit 2: Memo outlining MIG Proposal for Services Northgate Mall Redevelopment Project, May 2021

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MIG, INC. FOR PROJECT SPECIFIC AND ON-CALL CONTRACT PLANNING AND ENVIRONMENTAL CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$217,000

(Term of Agreement: through June 30, 2023)

WHEREAS, the San Rafael Planning Division is committed to providing timely and effective planning services to the public; and

WHEREAS, due to a temporary staffing shortage, the City's Planning Division has a need for on-call professional planning and environmental services to supplement existing staffing through temporary assignment of projects on an as-needed on-call basis; and

WHEREAS, MIG, Inc. is a professional planning firm that has provided on-call planning services to the City in the past and has submitted a proposal to provide on-call contract planning services in a sum not to exceed \$217,000, which includes the option of using journey level planners as well as experienced contract planners that can be used on a project-by-project basis, as further detailed in the staff report for this resolution; and

WHEREAS, staff has determined that MIG, Inc. proposes a unique on-call approach to contract planning services which would provide the most qualified contract planner at the appropriate level, thus providing a cost-effective staffing solution; and

WHEREAS, MIG, Inc. has demonstrated through its statement of qualifications and prior work on other similar projects that it would be able to take on the duties required to assist the Planning Division staff;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael does hereby approve and authorize the City Manager to execute, on behalf of the City of San Rafael, an Agreement for Professional Planning Services with MIG, Inc. in the form included with the staff report for this resolution, subject to approval as to form by the City Attorney.

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 regular meeting of the City Council of said City held on Monday, the 1st day of November 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR CONTRACT PLANNING SERVICES TO FILL TEMPORARY VACANCY IN
PLANNING DIVISION**

This Agreement is made and entered into this ____ day of _____, 20____, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and MIG, INC. (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the San Rafael Planning Division ("Planning Division") is committed to providing timely and effective planning services to the public; and

WHEREAS, given the current workload of Planning Division staff, the **CITY** has determined that Planning Division is faced with a temporary gap in services and that on-call professional planning and environmental services are needed to supplement existing staffing through temporary assignment of projects on an as-needed on-call basis; and

WHEREAS, at the **CITY'S** request, **CONTRACTOR** has submitted a proposal to the **CITY**, to provide on-call contract planning services with the option of using journey level planners as well as experienced contract planners that can be used on a project by project basis. In addition, **CONTRACTOR** has submitted a proposal for work to be done for a specific project. Said proposals are attached to this Agreement marked "Exhibit 1" and "Exhibit 2" and incorporated herein by reference; and

WHEREAS, the **CITY** has determined that **CONTRACTOR** proposes a unique on-call approach to contract planning services which would provide the most qualified contract planner at the appropriate level thus providing a cost-effective solution; and

WHEREAS, **CONTRACTOR** has demonstrated through its statement of qualifications and prior work for other Cities, on other similar projects that it would be able to take on the responsibilities as a Contract Planner to fill the temporary vacancy for the **CITY**.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Leslie Mendez, Planning Manager, is hereby designated the PROJECT MANAGER for the **CITY**, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single

PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. Scott Davidson is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform as-needed, contract planning services to fill a temporary vacancy in the Planning Division with the duties as described in Exhibit 1 and Exhibit 2 attached.

CONTRACTOR shall work up to an average of 12-20 hours/week, but actual hours worked each week shall be based on the number of hours needed to manage project workload or deadlines for that week as determined by the **CITY**.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4 and shall provide **CONTRACTOR** with a work space and materials and information necessary for **CONTRACTOR** to perform the services required by this Agreement.

4. COMPENSATION.

CONTRACTOR shall perform duties and bill for services on a “time and material” basis, as work is needed by **CITY**, at the billing rates as presented in Exhibit 1 and the time estimate detail set forth in Exhibit 2 hereto, provided that total compensation paid to **CONTRACTOR** pursuant to this Agreement shall not exceed Two Hundred Seventeen Thousand Dollars (\$217,000).

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date of this Agreement and shall terminate on June 30, 2023. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to six (6) months.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

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

D. **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 Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

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

8. 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 Agreement. CONTRACTOR shall fully cooperate with CITY or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement 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 Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, CONTRACTOR shall maintain, at no expense to CITY, the following insurance policies:

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

3. If any licensed professional performs any of the services required to be performed under this Agreement, 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 of services under this Agreement.

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. If it employs any person, **CONTRACTOR** shall maintain worker's 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** worker's 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 worker's 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 worker's 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 Agreement, **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 Agreement, 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 Agreement.

7. The limits of insurance required in this Agreement 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 Agreement 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 Agreement; 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 agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney, 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 or CITY'S City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (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 Agreement. 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 PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **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 Agreement. 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 Agreement, **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 services to be provided by **CONTRACTOR** under this Agreement 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 subconsultants, 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 Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. **NONDISCRIMINATION.**

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. **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 Agreement. **CONTRACTOR** shall perform all services under this Agreement 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.

14. **NO THIRD PARTY BENEFICIARIES.**

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

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by 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 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: Leslie Mendez, Planning Manager
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

TO **CONTRACTOR**'s Project Director: Scott Davidson,
Director of Contract Planning Services
800 Hearst Avenue
Berkeley, CA 94710

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **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**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

B. This written Agreement shall supersede any and all prior agreements, 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 Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

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

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, 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.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, 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 Agreement, 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 Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **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 Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

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

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement 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.

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

CITY OF SAN RAFAEL

JIM SCHUTZ, City Manager

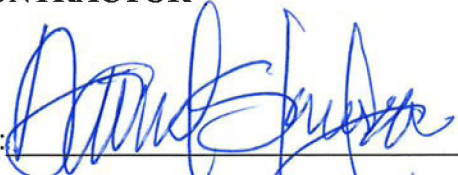
ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

CONTRACTOR

By: 
Name: DANIEL S. ACOTANO
Title: CEO / PRESIDENT

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


By: 
Name: CRYSTALLINE J. BEYNON
Title: CHIEF DEVELOPMENT OFFICER / VICE PRESIDENT

Exhibit 1

MIG, INC.

Approach/Scope of Work

MIG will provide on-call and contract planning services that will be coordinated by Shawna Brekke-Read, the MIG Project Coordinator. Shawna would be supported by a team of three Project Associates and one Senior Planner who have between 1 and 30 years of experiencing working on a broad range of development and long-range projects.

To ensure MIG is assigning appropriate resources to match project needs, Shawna would work in conjunction with City staff to assign projects to individual planners and oversee their work. Unless otherwise directed by the City, MIG assumes City staff will provide project supervision and quality control for assigned projects. This proposal anticipates MIG contract planners will handle the full array of project review and entitlements. The following lists typical tasks that will be associated with our work:

- Analyze development applications for compliance with the General Plan, Zoning Ordinance, Subdivision Map Act, Design Review Criteria, and other applicable plans, policies, and regulations.
- Compile and analyze data on economic, social, environmental, and physical factors affecting land use and systemic or long-range tools that are available to address development implications.
- Successfully manage projects from submittal to decision in a manner that is consistent with the Permit Streamlining Act, CEQA timeline requirements, and other “shot clock” requirements for housing and telecommunication projects.
- Physical site planning to identify issues and explore alternatives for addressing issues based on a site visit(s).
- Collaborate and work with City staff, the applicant, property owners, community groups, engineers, architects, and stakeholders, to discuss and advise on project issues, explain procedures, and provide interpretations and recommendations.
- Maintain open communication with the designated City Planner, Community Development Department staff, other City departments, divisions or other jurisdictions, and the public.
- Write staff reports, resolutions, ordinances, and conditions of approval for presentation to decision-makers.
- Prepare for and make PowerPoint and oral presentations at public hearings and community meetings.
- Prepare CEQA determinations and/or work closely with on-call CEQA consultants to ensure compliance with CEQA.
- Coordinate condition and mitigation compliance throughout permit review and construction.

MIG will also provide other services as needed, including but not limited to the following:

- Facilitate processing development applications that are at-cost.
- Prepare environmental analyses.

Availability

Staff identified in this proposal will be available to support City needs for the next 6 - 12 months. In aggregate, we expect to be able to provide staffing support comparable to approximately 12 - 20 hours a week during this time frame.

Budget

MIG proposes to provide services on a time/materials (T/M) basis. If needed for individual projects, MIG can prepare a project specific staffing plan, scope and budget estimate for use by the City. Project costs will be based on the following:

Principal	\$210/hour
Project Coordinator	\$170/hour
Senior Planner	\$155/hour
Associate Planner	\$110/hour
Planner	\$90/hour
Administrative Support	\$85/hour

Reimbursable Costs

MIG is prepared to provide services at City offices using City equipment and facilities or at MIG offices. To the extent that tasks require MIG employees to produce documents, facilitate communication, or travel, the following costs would be reimbursed as indicated:

- Direct costs or project expenses such as photocopying (large quantity); plotting; and printing (B & W or color) are charged at cost plus 10%.
- The cost of communications including long-distance (excluding cell phones), fax, postage, courier, and other delivery costs are charged at cost, plus 10%.
- Excluding miles associated with commuting to and from San Rafael, the mileage charge for personal auto use will be the currently applicable mileage rate established by the Internal Revenue Service.



memo berkeley

to **Alicia Giudice**
from **Tricia Stevens, MIG**
re **#ZC21-001 5800 Northgate Dr.**
date **05/04/2021**

Project Understanding

The City of San Rafael would like MIG to provide planning services for the redevelopment of Northgate Mall. MIG understands the project will include a comprehensive redevelopment of Northgate Mall to an open-air 'main street experience' surrounded by high-density multifamily housing within two (2) phases. Project proposes to reduce the existing commercial retail, from 775,677 sq. ft. to 246,677 sq. ft., and construct six (6), five (5)-story high-density multifamily residential buildings with a combined 1,356 living units. The project requests 24' height bonuses for the new residential buildings with a total height of 60' each. The project proposes to provide 5% affordable housing plus an additional unspecified affordable component (either additional low-income units, an increased number of moderate-income units, or an in-lieu fee). The project is located in the GC Zone and is designated GC in the General Plan, and is in a Priority Development Area (PDA).

The requested entitlement include:

- Rezone to the PD (Planned Development) Overlay Zone
- Master Use Permit
- Height Bonus
- Affordable Housing Plan
- Design Review Permit
- Tentative Map
- Development Agreement
- Certification of an EIR

The San Rafael General Plan 2020, the City's Municipal Code, and the draft 2040 General Plan authorize the proposed residential, commercial and retail mixed land use contemplated by the project. With the addition of housing to the project, the project directly advances General Plan policies aimed at revitalizing the Northgate Town Center area. It is anticipated that the project will be

evaluated against the 2040 General Plan as the project will likely not be deemed complete until after the adoption of the new General Plan.

Because of the size and scope of this project, and the inclusion of both market-rate and affordable housing, MIG will ensure that the requirements of the State Housing Accountability Act will be followed.

MIG recognizes that the design and mix of uses needs additional review in order to meet the City's objectives. MIG anticipates a robust early design review process involving qualified urban design professionals, the Design Review Board, the Planning Commission, and the community. In particular, we understand that the mix of commercial uses and the design of pedestrian amenities needs additional scrutiny.

Tricia Stevens, AICP, will serve as the overall project manager. Chris Beynon, AICP, will provide urban design and architectural expertise for the design review portion of the project. Both have extensive experience with housing developments. Chris' urban design expertise with mixed use, retail, and housing development is summarized in the attachment.

Scope of Work

MIG will coordinate with City of San Rafael Staff to complete the following tasks:

Task 1 – Application Processing/Initial Project Review: MIG will undertake the following as part of the application processing.

- Review the application and technical reports and documents to understand project scope and issues;
- Conduct field review to understand the project setting and context;
- Participate in meetings (in person and/or by phone) with the applicant and City Staff, to coordinate related to project needs and issues. This will include bi-monthly check-ins with the Development Coordinating Committee;
- Review and analyze re-submitted application materials to determine whether adequate information has been provided by the applicant and to understand project issues;
- Provide an initial analysis of General Plan and zoning consistency to determine areas of inconsistency at early project stages. This initial consistency analysis will be provided within two weeks of contract

approval. A complete consistency analysis will be provided within 60 days after the application is deemed complete.

- Coordinate with other agencies that have jurisdiction over the application;
- Coordinate with other City Departments as needed to address project needs; and
- Provide public information and coordinate with interested community members and groups.

Task 1 Deliverables:

- *Memorandum outlining initial project consistency with General Plan and zoning requirements.*
- *Completeness letter in compliance with the Permit Streamlining Act if necessary, after second submittal.*
- *Meeting minutes as needed*
- *Collateral materials (e.g. public notice, memos) if necessary*

Task 2 – Early Design Review: MIG proposes a robust early design review process to provide design direction to the applicant to ensure the project meets City objectives for a superior mixed-use center. ***Please see separate letter for a detailed description of this task.***

Task 3 (Optional) - Preparation of a Master Plan for the site and a more in-depth critique. This task would result in a comprehensive Master Plan to guide development over a 20-year period. This Master Plan would have chapters on Overall Vision, Design, Development Standards, Transportation, and Infrastructure. MIG would engage the services of sub-consultants on marketing/economics and transportation. MIG would rely on the applicant to provide architectural and landscaping plans, and renderings.

Deliverables

- Production of a Master Plan document for city review and adoption.

Task 4 – Coordination on Environmental Analysis: MIG will coordinate the preparation of an EIR, to be prepared by others.

- Coordinate with EIR preparers on EIR initiation. Review project description.
- Ongoing coordination with EIR preparers as EIR is underway;
- Review Admin Draft EIR on behalf of the City. Coordinate review by other City Departments;
- Review Responses to Comments to DEIR on behalf of the City.
- Ensure proposed mitigation measures are incorporated into project conditions of approval.

- This scope of work anticipates two-three meetings on EIR coordination.

Task 4 Deliverables:

- *Memorandum with comments on Admin Draft EIR.*

Task 5 – Staff Report Preparation and Decision-Making: Working from City templates, MIG will prepare analysis and recommendations by undertaking the following tasks.

- Draft a decision-making document for consideration by City Staff for Planning Commission and City Council hearings, including conditions of project approval. Based on feedback from Staff, MIG will complete final decision-making documents with conditions of approval for use by the City.
- Working from City templates for PowerPoint presentations for similar projects, MIG will prepare PowerPoint presentations for the project, and attend up to four public hearings to make presentations on the project.
- Support project completion by reviewing meeting minutes, drafting NODs and updating tracking information to document project close-out.

Task 5 Deliverables:

- *Draft decision document for Planning Commission Hearing (electronic submittal, in Word and PDF formats)*
- *Final decision document for Planning Commission Hearing (electronic submittal, in Word and PDF formats)*
- *Draft decision document for City Council Public Hearing (electronic submittal, in Word and PDF formats)*
- *Final decision document for City Council Public Hearing (electronic submittal, in Word and PDF formats)*
- *Draft and Final PowerPoint Presentations (electronic submittals)*

Budget

MIG will complete the above-noted scope of work for an estimated cost of \$83,448 as broken down by task in Table 1.

Table 1: Budget Estimate

BUDGET ESTIMATE	Estimated MIG HOURS	ESTIMATED CONSULTANT COSTS
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Administration		
Project Initiation and Setup	7	\$1,120
Post Approval Processing (NOD, Resolutions, File Closure, Etc.)	6	\$960
Project Management (7%)	30	\$4,738
Administration Subtotal	43	\$6,818
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Task 1 Application Processing/Initial Review		
Review Application and Technical Reports	25	\$6,050
Interdepartment/Interagency coordination	15	\$2,400
Client Meetings	20	\$3,200
Consistency Review	25	\$4,000
Site Visit	8	\$1,280
Task 1 Subtotal	93	\$16,930
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Task 2 Design Review		
Vision and Goals Setting	25	\$6,325
Opportunities and Constraints Analysis	25	\$6,325
Design Parameters and Direction	25	\$6,325
Preparation of Staff Materials for DRB and PC workshop	25	\$6,325
Task 2 Subtotal	100	\$25,300
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Task 3 (Optional)		
Marketing/Economics Subconsultant		
Transportation Subconsultant		
Additonal design charrettes City and community		
Draft Master Plan		
Final Master Plan		
Task 4 Subtotal		TBD
<hr/>		
Task 4 Coordination on EIR	45	\$7,200
Task 4 Subtotal	45	\$7,200
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Task 5 Staff Report Preparation and Decision-making		
PC staff reports and meeting materials	90	\$14,400
City Council staff reports and meeting materials	50	\$8,000
Public Hearing Preparation, attendance, follow-up	30	\$4,800

Task 5 Subtotal	170	\$27,200.00
Total	451	\$83,448

Assumptions:

- MIG staff will visit the property and attend public hearings, all other meetings will occur by phone or zoom.
- Direct expenses, such as for any significant copying costs, will be billed at cost, and will be in addition to the above total; this would first be discussed with the City.
- Notice and agenda preparation and similar administrative tasks would be the responsibility of City
- MIG staff will attend a total of five Public Hearings.
- MIG staff will attend 4-5 client/applicant meetings.
- Assumes one round of review for each deliverable.
- Attendance at any additional meetings, changes to the project description, or expansion of this scope of work or level of analysis required would require additional fees.

Exhibit 1

MIG, INC.

Approach/Scope of Work

MIG will provide on-call and contract planning services that will be coordinated by Shawna Brekke-Read, the MIG Project Coordinator. Shawna would be supported by a team of three Project Associates and one Senior Planner who have between 1 and 30 years of experiencing working on a broad range of development and long-range projects.

To ensure MIG is assigning appropriate resources to match project needs, Shawna would work in conjunction with City staff to assign projects to individual planners and oversee their work. Unless otherwise directed by the City, MIG assumes City staff will provide project supervision and quality control for assigned projects. This proposal anticipates MIG contract planners will handle the full array of project review and entitlements. The following lists typical tasks that will be associated with our work:

- Analyze development applications for compliance with the General Plan, Zoning Ordinance, Subdivision Map Act, Design Review Criteria, and other applicable plans, policies, and regulations.
- Compile and analyze data on economic, social, environmental, and physical factors affecting land use and systemic or long-range tools that are available to address development implications.
- Successfully manage projects from submittal to decision in a manner that is consistent with the Permit Streamlining Act, CEQA timeline requirements, and other “shot clock” requirements for housing and telecommunication projects.
- Physical site planning to identify issues and explore alternatives for addressing issues based on a site visit(s).
- Collaborate and work with City staff, the applicant, property owners, community groups, engineers, architects, and stakeholders, to discuss and advise on project issues, explain procedures, and provide interpretations and recommendations.
- Maintain open communication with the designated City Planner, Community Development Department staff, other City departments, divisions or other jurisdictions, and the public.
- Write staff reports, resolutions, ordinances, and conditions of approval for presentation to decision-makers.
- Prepare for and make PowerPoint and oral presentations at public hearings and community meetings.
- Prepare CEQA determinations and/or work closely with on-call CEQA consultants to ensure compliance with CEQA.
- Coordinate condition and mitigation compliance throughout permit review and construction.

MIG will also provide other services as needed, including but not limited to the following:

- Facilitate processing development applications that are at-cost.
- Prepare environmental analyses.

Availability

Staff identified in this proposal will be available to support City needs for the next 6 - 12 months. In aggregate, we expect to be able to provide staffing support comparable to approximately 12 - 20 hours a week during this time frame.

Budget

MIG proposes to provide services on a time/materials (T/M) basis. If needed for individual projects, MIG can prepare a project specific staffing plan, scope and budget estimate for use by the City. Project costs will be based on the following:

Principal	\$210/hour
Project Coordinator	\$170/hour
Senior Planner	\$155/hour
Associate Planner	\$110/hour
Planner	\$90/hour
Administrative Support	\$85/hour

Reimbursable Costs

MIG is prepared to provide services at City offices using City equipment and facilities or at MIG offices. To the extent that tasks require MIG employees to produce documents, facilitate communication, or travel, the following costs would be reimbursed as indicated:

- Direct costs or project expenses such as photocopying (large quantity); plotting; and printing (B & W or color) are charged at cost plus 10%.
- The cost of communications including long-distance (excluding cell phones), fax, postage, courier, and other delivery costs are charged at cost, plus 10%.
- Excluding miles associated with commuting to and from San Rafael, the mileage charge for personal auto use will be the currently applicable mileage rate established by the Internal Revenue Service.

memo berkeley

to **Alicia Giudice**
from **Tricia Stevens, MIG**
re **#ZC21-001 5800 Northgate Dr.**
date **05/04/2021**

Project Understanding

The City of San Rafael would like MIG to provide planning services for the redevelopment of Northgate Mall. MIG understands the project will include a comprehensive redevelopment of Northgate Mall to an open-air 'main street experience' surrounded by high-density multifamily housing within two (2) phases. Project proposes to reduce the existing commercial retail, from 775,677 sq. ft. to 246,677 sq. ft., and construct six (6), five (5)-story high-density multifamily residential buildings with a combined 1,356 living units. The project requests 24' height bonuses for the new residential buildings with a total height of 60' each. The project proposes to provide 5% affordable housing plus an additional unspecified affordable component (either additional low-income units, an increased number of moderate-income units, or an in-lieu fee). The project is located in the GC Zone and is designated GC in the General Plan, and is in a Priority Development Area (PDA).

The requested entitlement include:

- Rezone to the PD (Planned Development) Overlay Zone
- Master Use Permit
- Height Bonus
- Affordable Housing Plan
- Design Review Permit
- Tentative Map
- Development Agreement
- Certification of an EIR

The San Rafael General Plan 2020, the City's Municipal Code, and the draft 2040 General Plan authorize the proposed residential, commercial and retail mixed land use contemplated by the project. With the addition of housing to the project, the project directly advances General Plan policies aimed at revitalizing the Northgate Town Center area. It is anticipated that the project will be

EXHIBIT 2

evaluated against the 2040 General Plan as the project will likely not be deemed complete until after the adoption of the new General Plan.

Because of the size and scope of this project, and the inclusion of both market-rate and affordable housing, MIG will ensure that the requirements of the State Housing Accountability Act will be followed.

MIG recognizes that the design and mix of uses needs additional review in order to meet the City's objectives. MIG anticipates a robust early design review process involving qualified urban design professionals, the Design Review Board, the Planning Commission, and the community. In particular, we understand that the mix of commercial uses and the design of pedestrian amenities needs additional scrutiny.

Tricia Stevens, AICP, will serve as the overall project manager. Chris Beynon, AICP, will provide urban design and architectural expertise for the design review portion of the project. Both have extensive experience with housing developments. Chris' urban design expertise with mixed use, retail, and housing development is summarized in the attachment.

Scope of Work

MIG will coordinate with City of San Rafael Staff to complete the following tasks:

Task 1 – Application Processing/Initial Project Review: MIG will undertake the following as part of the application processing.

- Review the application and technical reports and documents to understand project scope and issues;
- Conduct field review to understand the project setting and context;
- Participate in meetings (in person and/or by phone) with the applicant and City Staff, to coordinate related to project needs and issues. This will include bi-monthly check-ins with the Development Coordinating Committee;
- Review and analyze re-submitted application materials to determine whether adequate information has been provided by the applicant and to understand project issues;
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EXHIBIT 2

approval. A complete consistency analysis will be provided within 60 days after the application is deemed complete.

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