




Agenda Item No: 4.f
Meeting Date: October 3, 2022

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Prepared by: Leslie Mendez,
Planning Manager

City Manager Approval: _____ 

TOPIC: ON-CALL AND ENVIRONMENTAL PLANNING CONSULTING SERVICES AGREEMENT

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH M-GROUP FOR ON-CALL CONTRACT PLANNING AND ENVIRONMENTAL CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000

RECOMMENDATION:
Adopt the resolution (Attachment 1) approving and authorizing the City Manager to execute an agreement for Professional Services with M-Group for on-call contract planning and environmental consulting services in an amount not to exceed \$100,000.

BACKGROUND:
On [November 2, 2020](#) the City Council approved a resolution authorizing the City Manager to execute a Professional Services Agreement with M-Group 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 currently 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 2022 to date, the Planning Division has received over 150 new land use entitlement applications. In addition to the myriad lower profile development applications, there are numerous larger commercial (e.g., San Rafael Inn), residential (e.g., 1515 4th Street Apartments), 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:
M-Group 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, M-Group has been assigned

_____ **FOR CITY CLERK ONLY** _____

Council Meeting: _____

Disposition: _____

project management to complex development projects—[Ross Street Terrace Development](#) and the recently entitled [88 Vivian Multi-Family Development](#)—and has stepped in as critical support by providing zoning counter staffing assistance, and 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 M-Group through December 2023, with a total contract amount not to exceed \$100,000. This will cover existing commitments to counter staffing and project management, 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 not-to-exceed agreement is \$100,000. Approximately half of this contract sum will be covered by project applicants, and approximately half, if needed, is appropriated as part of the Fiscal Year 2021-22 budget for CDD (General Fund) and additional costs will be included in the FY 2023-24 budget process if needed.

OPTIONS:

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

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

RECOMMENDED ACTION:

Adopt the resolution approving and authorizing the City Manager to execute an agreement for Professional Services with M-Group for on-call contract planning and environmental consulting services in an amount not to exceed \$100,000.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement with:
 - a. Exhibit 1: M-Group Proposal for Planning Staff Support
 - b. Exhibit 2: M-Group 2022 Rate Sheet

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH M-GROUP FOR ON-CALL CONTRACT PLANNING AND ENVIRONMENTAL CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000

(Term of Agreement: through December 31, 2023)

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

WHEREAS, due to on-going high volume of development application submittals, 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, M-Group 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 \$100,000, 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, funds have already been appropriated in the FY 22-23 CDD budget process to cover the contract amount; and

WHEREAS, staff has determined that M-Group 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, M-Group 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 M-Group, 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 3rd day of October 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Lindsay Lara, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ON-CALL CONTRACT PLANNING AND ENVIRONMENTAL REVIEW
SERVICES**

This Agreement is made and entered into this _____ day of _____, 2022, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and METROPOLITAN PLANNING GROUP, a California Corporation, doing business as the "M-GROUP" (hereinafter "**CONSULTANT**").

RECITALS

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

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

WHEREAS, at the **CITY'S** request, the **CONSULTANT** has submitted a proposal dated April 4, 2022 to provide on-call professional planning and environmental planning services to the **CITY**, and said proposal is attached to this Agreement marked "Exhibit 1" and incorporated herein by reference; and

WHEREAS, **CONSULTANT** has demonstrated through its statement of qualifications and prior work for the **CITY**, as well as other Cities, on other similar projects that it would be able to take on the responsibilities as a Contract Planner 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. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single **PROJECT DIRECTOR** to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Heather Hines, Principal of M-Group, is hereby designated as the **PROJECT DIRECTOR** for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute **PROJECT DIRECTOR**, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

2. DUTIES OF CONSULTANT.

CONSULTANT shall perform contract planning services to fill a temporary vacancy and on-call as needed in the Planning Division with the duties as described in Exhibit 1.

3. DUTIES OF CITY.

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

4. COMPENSATION.

CONSULTANT shall perform duties and bill for services on a “time and material” basis, at the hourly billing rates presented in **CONSULTANT’S** 2022 Rate Sheet attached as “Exhibit 2” hereto, up to a total not-to-exceed amount of \$100,000. **CONSULTANT** may make a cost-of-living adjustment to its hourly rates in Exhibit 2 once during the Term of this Agreement, but not prior to May 1, 2023, and only after 30 days’ written notice to **CITY**. In no event shall the cost-of-living adjustment exceed the percentage increase over the previous year of the San Francisco-Oakland-Hayward Price Index for All Urban Consumers (“CPI”).

CONSULTANT work hours shall be based on the number of hours needed to manage project workload or deadlines for that week. Hours billed shall not include **CONSULTANT** travel time.

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

5. TERM OF AGREEMENT.

The term of this Agreement shall begin on the date first set forth above and end on December 31, 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 one (1) year.

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 **CONSULTANT** and any and all of **CONSULTANT'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 **CONSULTANT** 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, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** 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, **CONSULTANT** 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) 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 **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this

section.

4. If it employs any person, **CONSULTANT** 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. **CONSULTANT'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 **CONSULTANT** 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 **CONSULTANT'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 **CONSULTANT'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, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** 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 **CONSULTANT** under this agreement.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT'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 **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** 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 **CONSULTANT**. 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., **CONSULTANT** 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 **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'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 **CONSULTANT'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 **CONSULTANT's** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** 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 **CONSULTANT** 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, **CONSULTANT** 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 **CONSULTANT**, 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.

CONSULTANT 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.

CONSULTANT 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. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** 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 **CONSULTANT** 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 Ave.
San Rafael, CA 94915-1560

TO CONSULTANT's Project Director: Heather Hines
M-Group
51 E. Campbell Ave #1247
Campbell, CA 95009

16. INDEPENDENT CONTRACTOR.

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

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

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONSULTANT** 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 **CONSULTANT** 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

CONSULTANT

JIM SCHUTZ, City Manager

By: Heather Bradley

Name: Heather Bradley

Title: Principal & Treasurer

ATTEST:

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

LINDSAY LARA, City Clerk

By: G. Bradley

Name: Geoff Bradley

Title: Principal & President

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney



April 10, 2022

Leslie Mendez
Planning Manager
City of San Rafael
1400 5th Street
San Rafael, CA 94901

RE: M-Group Proposal for Planning Staff Support

Leslie,

I am pleased to prepare this letter proposal to renew M-Group's contract with the City of San Rafael. We pride ourselves on ongoing work with our clients to prepare quality work product with flexibility to respond to each jurisdiction's changing needs and timelines. M-Group has provided staffing assistance to the City of San Rafael since 2014 and our team looks forward to continuing that work with you and your staff.

This contract is intended to augment and extend our current contract for staffing support with greater flexibility to assign the best available staff members to respond most efficiently to the City's needs. Under this contract, M-Group will provide professional planning services for development and environmental review projects assigned by the City. More specifically, these services will generally consist of, but not be limited to, the following:

- Review development project materials and environmental technical studies as needed
- Writing of reports, correspondence, findings, and conditions of approval
- Attend meetings with applicants and City staff
- Complete research and make recommendations
- Conduct site inspections
- Attend and presentation at public meetings such as Design Review Board, Planning Commission, and City Council
- Complete building plan check review for approved entitlements
- Review and tracking of associated Mitigation Monitoring
- Building Permit inspections as needed for approved entitlement projects

M-Group will also provide on call environmental review services for project level environmental review. A separate project level budget may be required at the direction of staff for more complex environmental review assignments to ensure full cost recovery capture. These services may include, but are not limited to, the following:

- Expanded justifications for categorical and statutory exemptions
- Consistency analysis

- Initial Studies
- Negative Declarations and Mitigated Negative Declarations
- Environmental Impact Reports
- Project management of environmental analysis
- Peer review of environmental documents and technical studies

Additionally, M-Group may provide professional planning services to assist the City with advanced planning and special projects as requested by the City. These services may include, but are not limited to, the following:

- City initiated zoning updates
- Annual Housing Element Report
- Affordable housing agreements
- Environmental review of City projects
- Public outreach efforts on advanced planning and policy issues

This contract will extend through December 2023. M-Group's 2022 hourly rates are attached and rates will be charged based on the position assigned to a specific project under agreement with the City. These rates shall be subject to annual escalation based on changes in M-Group's firmwide rate schedule.

Please let me know if there is anything additional needed at this time. I look forward to continuing to work together.

Sincerely,



HEATHER HINES
Principal
hhines@m-group.us
707.318.6208

M-GROUP

2022 RATE SHEET

M-GROUP STAFF	HOURLY RATE
Admin Analyst Planning Tech	\$85
Assistant Planner Assistant Urban Designer Social Media Coordinator	\$100
Associate Planner Associate Urban Designer GIS Mapping Services	\$130
Environmental Planner Historic Preservation Specialist Public Art Specialist	\$145
Senior Planner Senior Urban Designer Senior Environmental Planner Project Manager	\$155
Principal Planner Principal Environmental Planner Principal Policy Planner Director of Urban Design	\$175
Principal	\$220 - \$270

* Hourly rates are subject to annual adjustment.

* Sub-consultants include a 10% administration fee