IMPORTNT NOTICE REGARDING THIS MEETING: To protect our residents, officials, and staff, and in alignment with the Governor’s recent Executive Order N 29-20 in which certain teleconference requirements of the Brown Act have been suspended, including the requirement to provide a physical location for members of the public to participate in the meeting, this meeting will be held by Teleconference.

CITY COUNCIL
AGENDA
Tuesday, May 19, 2020

6:15 PM – SPECIAL MEETING
7:00 PM - REGULAR MEETING

6:15 PM - SPECIAL SESSION

A. CLOSED SESSION

1. OPEN SESSION IDENTIFICATION of Closed Session Matters
2. PUBLIC COMMENTS of Closed Session Matters
3. CLOSED SESSION – BY TELECONFERENCE

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6, conference with the City's designated labor negotiators, Steve Salomon (City Manager), Paul Rankin, (Finance Director), Larry Theis (Assistant to City Manager), Ginger Staton (Human Resources Manager), Gregory Ramirez (IEDA), to review the City's position and instruct the City's designated representatives regarding negotiations with the City's employees represented by Teamsters Local Union No. 856 and the City's Unrepresented Employee Groups.

7:00 PM - REGULAR SESSION

How to follow or participate in the meeting:
1. Members of the public may observe and participate in the meeting at the teleconference location highlighted above. (*Please note that due to the remote nature of the meeting, the City of Orinda cannot guarantee that the network or its site will not experience technical interruptions. To ensure that the City Council receives your comments, we strongly encourage you to submit your comments in writing in advance of the meeting by following instructions in below.*)

2. Send your e-mail to ssmith@cityoforinda.org by 3pm on the day of the meeting. Those e-mails will be forwarded to the City Council. They will also be made a part of the public record and be available to view by 5pm on the day of the meeting by following this link: https://tinyurl.com/ybwfx9zb

3. Comments may also be submitted by e-mail during the meeting up until the closure of public comment period on the relevant agenda item. These will be read into the record by staff at their normal cadence and will be limited to a maximum of 3 minutes. To be read into the record, e-mail must contain in the subject line “Public Forum – Not on the Agenda” or “Public Comment – Agenda Item #” with the relevant agenda item indicated.

A. **CALL TO ORDER / ROLL CALL**

   Councilmembers: Dennis Fay, Nick Kosla, Inga Miller
   Vice Mayor Amy Worth, Mayor Darlene Gee

B. **PLEDGE OF ALLEGIANCE**

C. **CLOSED SESSION REPORT**

D. **ADOPTION OF AGENDA**

   The City Council may take action on any item listed on the agenda.

E. **ITEMS FOR THE GOOD OF THE CITY**

   E.1. **Present a Certificate of Recognition to Cynthia "CZ" Czerner for her Dedicated Service to the Citizens of Orinda by Serving as a Parks and Recreation Commissioner**

   E.2. **Farmer’s Market Update**

F. **PUBLIC FORUM**

   The public forum provides an opportunity for members of the public to speak on any item within the jurisdiction of the City Council that is not on the agenda. Additionally, a speaker has the option of addressing the Council on an item listed on the agenda, if the speaker will not be available when that agenda item is taken up. When an item is not listed on the agenda, State law prohibits Council discussion or action. Councilmembers may only “briefly respond” to statements
made and questions posed. For example, State law allows Councilmembers to ask questions for clarification and provide a reference to staff or other resources for factual information. Additionally, consistent with the “Matters Initiated” rule contained in its Policies and Procedures Manual, the Council may also direct staff to report back and/or place a matter on a future agenda for discussion.

G. CONSENT CALENDAR

G.1. City Council Minutes

Recommendation:
Approve City Council Minutes of:
1. April 21, 2020

G.2. Modification of a contract between the City of Orinda and Urban Planning Partners pertaining to environmental review for the proposed CountryHouse memory care facility at 1 Wilder Road

Recommendation:
Staff recommends the City Council review the contract modification between the City of Orinda and Urban Planning Partners to increase the contract limit by $14,383.83 to conduct tasks for completion of the environmental review of the proposed project at 1 Wilder Road, with all costs reimbursed by the Project Applicant.

G.3. Adoption of Ordinance No. 20-02, Amending Orinda Municipal Code Section 17.3.4 regarding Accessory Dwelling Units (ADU's) in Conformance with State Law

Recommendation:
Adopt Ordinance No. 20-02, waiving second reading, Amending Orinda Municipal Code Section 17.3.4 regarding Accessory Dwelling Units (ADU's) in Conformance with State Law

G.4. Authorize Contract Amendment No. 1 with Swinerton Management & Consulting for Construction Management Services for the 2019 Annual and Measures J & L Pavement Rehabilitation and Glorietta Boulevard Safe Route to School projects (Project No. 4119, 4120, 4131) And Approve Project Budget Adjustment

Recommendation:
Staff recommends that the City Council 1) Authorize the City Manager and City Clerk to execute the contract amendment Contract Amendment No. 1 with Swinerton Management & Consulting on behalf of the City, subject to approval as to form by the City Attorney; and 2) Approve the Project Budget Adjustment as discussed in the report.


Recommendation:
Staff recommends that the City Council:

1. Award the professional planning services contract to prepare objective design standards for the Downtown Precise Plan to Opticos Design, Inc. for $90,000.
2. Authorize the City Manager to approve adjustments to the agreement provided that the total agreement does not exceed $103,500.
3. Authorize the City Manager and City Clerk to execute the agreement substantially in the form as presented with this report, and subject to approval as to form by the City Attorney.

G.6. **First Amendment to the Memorandum of Understanding with Orinda Union School District for Scheduling and Maintenance of Sports Fields**

**Recommendation:**
Authorize City Manager to execute the first amendment to the Memorandum of Understanding with the Orinda Union School District for the Scheduling and Maintenance of the Sports Fields at the Five District Schools to provide for definitive reimbursement of maintenance costs by the district during times when the fields can't be used and to give priority to City activities outside of school hours when there are no district scheduled programs.

H. **PUBLIC HEARING**

I. **POLICY MATTERS**

I.1. **Discuss Recommendations for Placing a Local Measure on the Ballot for the November 2020 election to Increase and/or Extend the Current 0.5% Transaction and Use Tax (“Add-On Sales Tax”) and authorize the City Manager to execute a contract amendment with FM3 (Polling consultant) to conduct a tracking poll for an additional $15,000.**

**Recommendation:**
(Two recommendations listed below)

1) The Citizens Infrastructure Oversight Commission at its May 5, 2019 Special Meeting unanimously (5-0, 2 members not present) recommended to the City Council that it is mandatory to seek an extension of the existing 0.5% TUT, and it is desirable to pursue an increase to 1.0% TUT in order to fund important needs for public road and drainage infrastructure. The City Council should consider the likelihood of voter approval when weighing the need to increase the TUT and the length of time for the tax to sunset.

2) Staff recommends the City Council pursue placing a ballot measure this November before the Orinda voters to approve a 1.0% Transaction and Use Tax (TUT) (also called “Add-On Sales Tax”) with a 20 year sunset provision which will expire in March of 2041. This proposed measure will establish a new 1% TUT and supersede/replace the existing 0.5% TUT that is set to expire in 2023.

The passage of this new 1% TUT (“Add-On Sales Tax) measure would provide the City funding to aggressively address wildfire fuel reduction activities on City land and to prepare for emergency response and evacuation planning for possible earthquakes, wildfires, flooding, and landslides. In addition, the remaining funds would be used to repair a significant portion of the $10 million of immediate drainage pipe rehabilitation needs in the next five years and to provide long term maintenance of the recently repaved City public road system which the tax payers invested $55 million in over the last six years.

At the June 16, 2020 City Council meeting, City staff will outline the results of working with MOFD and vegetation management consultants to estimate the required one-time funding to aggressively address fuel reduction on all City owned properties and determine the annual routine maintenance costs for trimming and removing vegetation before each fire season.

The City Council is requested to authorize the City Manager to execute a contract amendment with FM3 (Polling consultant) to conduct a tracking poll for additional $15,000.

I.2. Fiscal Year 2020-2021 General Fund Mid Cycle Budget Overview To Address Deficit Due To COVID-19

Recommendation:
Receive Staff Report and presentation and provide Staff with direction as appropriate on planned changes to the Fiscal Year 2021 Budget which will be presented to the City Council in June.

I.3. Discussion of Process to Fill the Vacancy on the Parks and Recreation Commission Resulting from the Resignation of Commissioner Cynthia (CZ) Czerner
Recommendation:
Discuss and provide direction to staff.

J. COUNCILMEMBERS' REPORTS

J.1. E-Mail from Moraga Town Manager on Appointees to Fire Prevention Ad Hoc Committee

J.2. Announcement by Mayor of Council Appointees to Fire Prevention Subcommittee

K. CITY MANAGER'S REPORT

L. MATTERS INITIATED

M. ADJOURNMENT

The next Regular Meeting of the Orinda City Council will be held on Tuesday, June 02, 2020 at 7:00 PM.

Please visit the City’s website at www.cityoforinda.org to view the City Council Calendar.

I, Sheri Marie Smith, City Clerk, declare under penalty of perjury under the laws of the State of California that this special meeting agenda has been posted at least 24 hours in advance at the Orinda City Hall, 22 Orinda Way and the Orinda Library, 26 Orinda Way. Additional copies are available at the Orinda Library, 26 Orinda Way, and at the City’s website at www.cityoforinda.org. At least 24 hours in advance of the meeting, this agenda was also delivered to and received by each member of the City Council as well as each local newspaper, radio station and television station requesting written notice of special meetings.

I, Sheri Marie Smith, City Clerk, declare under penalty of perjury under the laws of the State of California that this regular meeting agenda has been posted at least 72 hours in advance at the Orinda City Hall, 22 Orinda Way and the Orinda Library, 26 Orinda Way. Additional copies are available at the Orinda Library, 26 Orinda Way, and at the City’s website at www.cityoforinda.org

~ Notice ~

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders, which require a hearing by law, the receipt of evidence and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure §1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited by California law, including but not limited to Government Code §65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of
whether it is a regular or special meeting. For information on the next regular or special City Council meeting, please call 925.253.4221 or visit the website at www.cityoforinda.org.

~ Accessible Public Meetings ~

The City of Orinda will provide special assistance for disabled citizens to participate in public meetings upon advance notice. If you need auxiliary hearing aid or sign language assistance at least two (2) working days advanced notice is necessary. Please contact the City Clerk’s Office, 22 Orinda Way, Orinda, Ca 94563 or 925.253.4221 or ssmith@cityoforinda.org with the following information: name, mailing address, phone number and type of assistance requested.
April 21, 2020
CITY OF ORINDA
CITY COUNCIL MINUTES

7:00 P.M. – REGULAR SESSION – TELECONFERENCE VIA ZOOM WEBINAR

Mayor Gee called the regular meeting to order at approximately 7:00 p.m., noted that this Council meeting was being held via teleconference and gave instruction for how the public could participate.

A. CALL TO ORDER / ROLL CALL:

Mayor Gee called the regular meeting to order at approximately 7:05 p.m.

COUNCILMEMBERS TELECONFERENCE: Nick Kosla, Inga Miller, Dennis Fay, Vice Mayor Amy Worth, Mayor Darlene Gee

COUNCILMEMBERS ABSENT: None

B. PLEDGE OF ALLEGIANCE: (Led by Mayor Gee)

C. CLOSED SESSION REPORT

Mayor Gee reported there was no closed session so there is no report.

D. ADOPTION OF AGENDA

City Manager Salomon stated there are no changes to the agenda however, he wanted to provide an update on two items under the items for the good of the city.

MOTION by Councilmember Miller and seconded by Vice-Mayor Worth to adopt the agenda. Said motion carried by unanimous (5-0) voice vote.

E. ITEMS FOR THE GOOD OF THE CITY

City Manager Salomon noted the Board of Supervisors passed an ordinance temporarily prohibiting evictions for residential and commercial properties during the Covid-19 pandemic.

Mr. Salomon noted receiving a letter received from Fire Chief Winnacker in response to his letter dated April 2, 2020. He noted the response received was positive, and the Fire District responded to a number of items the City requested them to consider. He explained fire prevention will be one of the items the City will continue to work on with the Fire District. Mr. Salomon noted the fire code may come back to the Council in May for ratification.
Vice-Mayor Worth said she appreciated the Fire District’s response to the City Manager’s letter, and also for also taking fire prevention very seriously.

F. PUBLIC FORUM

Nick Waranoff asked about raising money to address public storm drains, and the $30 million amount it will take to rehabilitate those drains. He said he believed the survey incorrectly assigned the $30 million figure to private storm drains, and not public. He requested this to be added to a future agenda if it cannot be addressed tonight.

G. CONSENT CALENDAR

G.1. Contract Acceptance of the Miner Road Pavement Rehabilitation and Shoulder Widening Project No. 4071

Recommendation:
Staff recommends that the City Council adopt Resolution No. 26-20 Acceptance of Contract Work for the Miner Road Pavement Rehabilitation and Shoulder Widening Project No. 4071 with Ghilotti Construction Company, Inc.; and authorize the City Clerk to sign and file the Certificate of Completion with the Contra Costa County Clerk-Recorder.

G.2. Ordering the Preparation and Filing of a Report for the Fiscal Year Ending 2021 Assessments for the Orinda Street Lighting and Landscaping Assessment District No. 1986-1

Recommendation:


Recommendation:
Receive and accept the Report for the period ending June 30, 2019.

MOTION by Councilmember Fay and seconded by Councilmember Kosla to adopt the Consent Calendar Items G.1, G.2, and G.3. Said motion carried by unanimous (5-0) voice vote.

H. PUBLIC HEARING

H.1. Continuance of Consideration of Ordinance of No. 20-02 to amend § 17.3.4 (Accessory Dwelling Units (ADUs)), within Title 17, Zoning, of the Orinda Municipal Code (OMC) and to make related amendments to

Drummond Buckley noted staff recommends continuing this item to the May 5, 2020
MOTION by Councilmember Kosla and seconded by Councilmember Miller to continue this item to the May 5, 2020 meeting. Said motion carried by unanimous (5-0) voice vote.

Recommendation:
Staff recommends that the City Council continue this Public Hearing item to the May 5, 2020 meeting.

H.2. Continuance of Public Hearing to Vacate City Rights to Accept a Path Easement (Portions at 252 Camino Sobrante and 31 Dos Posos) and Consider Adoption of Resolution to Vacate Said Rights

Larry Thesis noted staff requested to continue this item at the March 3, 2020 meeting, and the Council adopted a resolution of intent to vacate the parcels. Since that time COVID-19 pandemic begun. He stated correspondence has been received from the neighborhood who requested this item to be continued until an in-person meeting can be held. Mr. Thesis noted it is currently being scheduled for the June 2, 2020 meeting.

MOTION by Vice-Mayor Worth and seconded by Councilmember Fay to continue this item to the June 2, 2020 meeting. Said motion carried by unanimous (5-0) voice vote.

Recommendation:
Continue said Public Hearing to June 2, 2020

I. POLICY MATTERS


City Manager Salomon noted that the existing half cent sales tax is going to expire. He explained how State law is written allowing this type of measure on a ballot during November when Council members are running for office. Mr. Salomon stated the Council would need to make a number of decisions before August if they decide to move forward with placing a tax measure on the November ballot. He stated if any of the public members were interested in receiving meeting notices to email the City Clerk or sign up for notifications the City’s website.

Mr. Salomon explained the current tax generates approximately $1.2 million annually but that is expected to drop due to the Covid-19 pandemic and resulting economic impacts.

Finance Director Paul Rankin gave a PowerPoint presentation of the financial challenges for the City of Orinda. He indicated that before the pandemic the City has had its financial challenges with limited resources. He said when he looked at the mid-year financial
report, and found the revenue in excess of expenses was positive by approximately $40,000. He explained that the City of Orinda receives 7% of property taxes which is slightly less than what the County’s general fund receives.

Mr. Rankin explained that current and previous City Council’s have taken actions to structure the City in a manner to address the limited resources. He noted that the City has 37 full time employees, and does not have a defined benefit pension program for the employees which is another cost savings. The City contracts with the County Sheriff’s Office which allows a small city to have qualified police personnel.

He said over the years the organization has improved on service levels through voter approved taxes or fees and charges. He explained the fees and charges come from revenue from the recreation classes, permits and other activities. He noted the fees and charges make up nearly 1/3 of the general fund revenue. He noted the changes expected in what the City has available to support City services. He said that in terms of fees and charges, those revenue will decrease due to the shelter-in-place since classes are cancelled, and also noted the City is not processing as many building applications.

Mr. Rankin explained where the City spends the operating budget in individual departments. He noted police, and public works are mainly funded by the general fund plus restricted funds. The library operates primary from a special tax while the majority of Parks and Recreation, and Planning are funded by fees. Lastly, he discussed the selected expenses of utilities, insurance, debt service, fleet operations, building maintenance, and County tax collection that total $1.7 million.

Councilmember Miller asked and confirmed that the slides from the presentation could be made available to the public.

Mayor Gee introduced Dave Metz, Partner and President, of Opinion Research and Strategy. Dave Metz gave a PowerPoint presentation, and provided background of the recent opinion survey that was conducted for their support for a potential finance measure to both extend, and increase the City sales tax.

He explained that Opinion Research and Strategy has completed periodic surveys for the City over the course of the last decade. Within this survey they asked a variety of questions about public attitudes towards City government, major issues in the city, and their major sources of information about what is currently going on in Orinda. The survey also included questions about storm drains on privately owned properties to understand how residents might think about bringing those into the city system to finance these improvements.

He explained the survey was conducted in the beginning of 2020 and spoke to 436 residents. He said that the world was a very different place in February than it is in today. We have the impacts of the COVID-19 pandemic, and the economic impacts that are likely to follow between now in the election in November, which may well impact the public opinion.
The results of the survey from a few weeks ago should be taken with a certain amount of caution given the uncertainty of the future. There is certainly the chance given a sustained economic downturn that those opinions could change as we move toward fall. In conclusion, their recommendation if the City does want to consider placing a measure on the November ballot to carefully monitor how these issues develop in the City over the course of the next few months, and continue the plan of doing a brief tracking poll.

Councilmember Miller asked if any research was done on whether voters tend to prefer the slate of items to which this money would be restricted, are there ways to seek a general tax, and have these items presented as advisory to the Council. Dave Metz replied under California law in general tax requires a simple majority of 50% plus one however, it is school bonds under limited circumstances that require a 55% majority. He explained it is really difficult to obtain two thirds majority approval for new tax measures in California. He recommended if the City does choose to pursue a revenue measure for November that it is framed as a general tax.

Vice Mayor Worth asked for additional information about the feedback received about the public storm drains. Dave Metz replied the issue of improving storm drains scored relatively high when it’s framed as an issue of public safety. He explained if a drain collapses that poses all kinds of safety risks so making sure the drains will be maintained ensures the efficient flow of storm drain water, and the safety of the residents.

The survey suggested mixed reactions on the issue of making improvements to storm drains specifically the cost of bringing private storm drains within the public system. The level of support the residents gave us was not close to two thirds that would be required in order to approve a measure to finance that set of improvements. He noted he wouldn’t frame the results of this survey as definitive on that question as it was asked tertiary priority.

Mayor Gee opened up the Public Forum.

Joel Libove, noted maybe the survey results has changed for the private and public roads. He noted some residents can have their property ruined by events that are beyond their control. He explains some private properties carry public water whether it is on a private or public road. He suggested more discussion on this topic as some residents may need to be educated on this item.

Richard Nelson urged the Council to proceed with a revenue measure in November to help complete the project that was started. He stated the City should continue a phased approach, and the next phase could be a continuation of the current one half cent sales tax beyond 2023. He noted the projects that were started should be completed efficiently before proceeding with other projects. He stated the focus should continue to be on the roads, and the drains under the road. He believes the drains should be handled in a different phase at a different time with more information provided to the public. Lastly, he suggested if the Council decides to move forward with the tax increase to propose a
smaller amount other than one percent, and he believes it would be more likely approved.

Nick Waranoff stated his understanding of the objective of this survey was to determine if a half cent sales tax or a one cent sales tax should be placed on the ballot. He thought maybe both options could be placed on the ballot.

Councilmember Miller noted there is continuing support and understanding within the community about the need to seek funding from the community. She explained Orinda has relatively low property taxes due to the length of time many residents lived in their homes, and very little sales tax or no hotel tax. She noted the Council has committed to completing the road project. She would have liked to see more support for parks, and trails but they may be something that will need to be sacrificed for the purpose of being fiscally conservative. She is concerned with placing both options on the ballots that it may confuse voters, and nothing may be approved.

Dave Metz was not familiar with a case where a public agency has referred two measures to the ballot simultaneously with one superseding the other if it receives more votes. There are certainly are cases where two measures are brought to the ballot by initiative where one is written with provisions that would preempt the other. His concerned with the voters being confused by two measures listed on the ballot.

Osa Wolff stated it is very important that voters not be confused by what's presented to them on the ballot. The City has a limited number of words to use to explain measures to voters. She noted no research has been completed to know if two measures can be put on the ballot would be legal. There would be a point of confusion potentially, and there would need to be a clear explanation on what happens if one gets fewer votes but still passes. She noted if Council is interested in pursuing this, further research would need to be completed but explained this would increase complexity and legal risk.

Councilmember Fay noted the Council should proceed down the path to find out whether we have a chance of passing this measure if the Council decides to place this on a ballot in November. He also noted a tracking poll would be great to get an idea of the support of the measure.

Councilmember Kosla noted there was a transportation tax that did not pass in March, and asked would that have limited the amount of the tax we could put on the ballot in November. Mr. Salomon replied yes that the State has a maximum amount of sales tax that can be levied in a particular jurisdiction. He explained if the sales tax measure had passed the Council couldn’t have considered the full one cent unless there is a special legislation. He noted the County is discussing putting a sales tax measure on a ballot but will not be able to do so since El Cerrito already is at the maximum. The County and the City of Concord are both pursuing a special State legislation that would be structured in a way that would allow them to ask voters for more than what they would otherwise be allowed to ask for.

Councilmember Kosla asked if there is any data from years past where the Council would
only been able to get half a cent versus the full cent. Mr. Salomen replied the State has had limitations for a long time.

Vice Mayor Worth thanked staff, and the polling consultant Dave Metz. She found the presentation extremely helpful to be reminded of the fiscal situation relative to the revenue and expenses. She suggested the Council proceed with options to continue the process with a goal of reaching a decision for the November ballot. She noted completing a tracking poll would be very helpful to get an idea of what the voter views of the proposed measure would be.

Mayor Gee thanked Dave Metz, and staff for the informative presentation. She would be supportive of proceeding with a ballot measure in November whether it is better to remain with the renewal of the existing tax or the increase for one cent.

Recommendation:
Staff recommends the City Council receive a presentation and review the field poll results and analysis memorandum from Fairbank, Maslin, Maulin, Metz & Associates (FM3). The City Council should follow up with any questions to FM3 about the polling information and receive public input.

Timing is important with the presentation of this information if the City Council desires to preserve a path that will allow the placement of a sales tax measure on the November 2020 ballot.

STAFF IS SEEKING DIRECTION ONLY - NO RECOMMENDED FINAL ACTION BY THE COUNCIL IS PROPOSED FOR THIS MEETING.

If there is consensus by the City Council to maintain the ability to pursue a measure for the November 2020 ballot, it is recommended that the City Council:

1) Provide Staff with direction on information to be presented at future meetings; and

2) Authorize the City Manager to work with FM3 on gathering additional tracking data to evaluate any change in results due to pandemic crisis. The results would be reported to the City Council in June or July 2020.

J. COUNCILMEMBERS’ REPORTS

Councilmember Miller invited everyone to attend the Downtown Subcommittee meeting that will be held via telephone conference on Wednesday, April 29th at 5 pm.
K. CITY MANAGER’S REPORT

K.1. League of California Cities - Blueprint for More Housing 2020

Steve Salomon noted the League of California Cities came out with a response to the host of bills in the legislature that have dealt with housing. He explained the legislature is on hold due to the Covid-19 pandemic but will eventually will come back.

Councilmember Fay asked about the paragraph that references the support of cities to take immediate action. Steve Salomon replied the League is trying to give the cities as much opportunity to add flexibility as they can.

Vice Mayor Worth asked if the league is going to continue to monitor legislative arena right now. She noted the letter was written before the Covid-19 pandemic, the shelter-in-place, and the economic impact. She asked if the League will continue to monitor what legislation is happening in the short and long term. Steve Salomon replied yes. He explained we will see different housing dynamics begin as people will not ride BART, will continue to work from home or live out of State but work in the area.

Councilmember Fay expressed concern about the way the League has written the Blueprint for More Housing 2020 especially the portion about allowing fourplexes in a single family zoned areas.

Councilmember Miller was concerned about the mention of fourplexes in the League letter as an option for housing in Orinda. She didn’t believe fourplexes would be appropriate housing in Orinda since the roads cannot support the high traffic from these structures.

Mayor Gee was concerned about the document since some of the items listed would not be appropriate for Orinda in particular the fourplex. She stated there are other items listed that would be a great concern for Orinda residents. She would not be able to be supportive of everything that is listed on the menu of options if the legislature decides all of the options are applicable especially for Orinda.

Mayor Gee opened up the Public Forum.

Nick Waranoff asked the Council to put on a future agenda the question of sending a letter to the League providing a response on its blueprint. He suggested the Council provide an unfavorable response on the sentence in the beginning of the document noting that housing is needed across all income levels.

L. MATTERS INITIATED

Councilmember Miller requested to initiate the item of County Board of Supervisors legislation related to evictions, and late charges since the Council wasn’t able to discuss at this meeting tonight.
Mayor Gee has requested staff to assist with forming a subcommittee of our Council to work with a subcommittee of MOFD, and also invite Moraga to participate too. She explained it would be a great benefit and working partnership for all three agencies. In terms of a forum they could discuss issues, and find ways to work together to solve these issues.

**MOTION** by Mayor Gee and seconded by Councilmember Miller to have the item of forming a subcommittee with MOFD, and Moraga listed on a future agenda. Said motion carried by unanimous (5-0) voice vote.

**MOTION** by Councilmember Miller and seconded by Vice Mayor Worth to have the item of the County Board of Supervisors eviction issue, and late fees listed on a future agenda. Said motion carried by unanimous (5-0) voice vote.

Vice Mayor Worth in regards to the City Manager’s report about looking at the blueprint there were a number of questions, and issues that were raised. She suggested the City Manager would monitor this item, and would bring back this item back to Council for updates.

Steve Salomon noted this item will be brought back to the Council with updates on the legislature.

**M. ADJOURNMENT**

The meeting was adjourned at approximately 9:05 p.m. to the next Regular Meeting on Tuesday, May 5, 2020 at 7:00 p.m.

_____________________________
Sheri Marie Smith, City Clerk
AGENDA TITLE: Modification of a contract between the City of Orinda and Urban Planning Partners pertaining to environmental review for the proposed CountryHouse memory care facility at 1 Wilder Road

RECOMMENDATION:
Staff recommends the City Council review the contract modification between the City of Orinda and Urban Planning Partners to increase the contract limit by $14,383.83 to conduct tasks for completion of the environmental review of the proposed project at 1 Wilder Road, with all costs reimbursed by the Project Applicant.

BACKGROUND:
The City has an active development application for a proposed 32,084 square foot congregate care facility with 38 assisted-living units on a 1.1-acre vacant parcel at 1 Wilder Road. AMG & Associates, LLC is the project applicant. On March 20, 2018, the City entered into an agreement with Urban Planning Partners to prepare certain environmental review reports associated with the review of this project. The Project applicant reimburses the City for the costs of specialized studies and reports required as part of the project review process. The agreement was modified on August 20, 2019 as detailed below.

Original Agreement for Services
On March 20, 2018, the City Council authorized an agreement with Urban Planning Partners for California Environmental Quality Act (CEQA) review and preparation of an Environmental Impact Report (EIR) for the proposed CountryHouse memory care facility at 1 Wilder Road. The agreement included a maximum cost of $86,601. Tasks included in the agreement were:

1. Kick-Off Meeting;
2. Data Gathering & Evaluation;
3. Site Visit/Field Survey;
4. Project Description;
5. Environmental Analysis (including technical analysis);
6. Preparation of an EIR;
7. Attendance at up to two public hearings;
8. Attendance at up to four meetings with staff.

The Staff report in 2018 noted that if during the course of Urban Planning Partners' work, staff determines that it is appropriate to augment the above-described scope and/or budget based on unforeseen circumstances, such a proposal would be brought back to the Council for approval.
On April 16, 2019, staff presented the draft EIR at a Planning Commission (Commission) meeting to solicit public comments. During that meeting, both the Commission and public raised many questions and expressed concerns about the project. Nearly 31 comments were submitted, including local residents, a group of homeowners, and local and State agencies.

Modifications from August 20, 2019
CEQA consultant Urban Planning Partners requested a contract modification for task modifications related to:

1. Addressing comments received on the Draft EIR from the public in a Response to Comments document (RTC)
2. Additional budget for public hearings (longer and more hearings anticipated)
3. Extended project schedule requiring more project management time
4. Out-of-scope visual simulations requested by the project sponsor in 2018
5. Technical scope augments for Baseline (air quality assessment and hazardous material investigation consultant), Abrams Associates (traffic engineering), and Tom Origer & Associates (archaeological consultant)

Modifications currently requested
CEQA consultant Urban Planning Partners has requested a second contract modification for task modifications related to:

1. Additional ongoing project management
2. Document printing costs
3. Addressing any additional comments received
4. Optional tasks for potential additional hearing

Based on the modified tasks a modification to the agreement is needed to complete the project EIR.

DISCUSSION:
The proposed modification to the Agreement is included in Attachment A, which details the remaining tasks and the additional costs to complete the environmental review of the proposed project at 1 Wilder Road. This assumes no material changes to the project or additional studies are required. In addition to authorizing an additional $14,383.83 in services the amendment will extend the term of the agreement to December 2020.

NEXT STEPS:
Upon City Council authorization, the contract modification would be signed by Urban Planning Partners, and then forwarded to the City Clerk for processing and approval by the City Manager and City Attorney.

FISCAL IMPACT:
All costs are paid by the applicant. The total authorized costs under the current agreement is $125,705. The proposed amendment will increase the maximum to be
paid by $14,383.83, which would result in total costs under the agreement not to exceed $140,088.83.

**ATTACHMENTS:**

B. Modification to Services Contract

Respectfully Submitted by:
Drummond Buckley
Director of Planning

Prepared By: Adam Foster, Senior Planner

Approved by:

Steve Salomon, City Manager  5/13/2020
CITY OF ORINDA
SERVICES CONTRACT

Urban Planning Partners, Inc. ("Provider") and the City of Orinda ("City"), a municipal corporation, agree as follows. City and Provider are sometimes individually referred to herein as "Party" and collectively as "Parties."

1. **Purpose of Contract.**
   
a. City requires certain special services for the purpose of writing an Environmental Impact Report for the proposed CountryHouse memory care facility at 1 Wilder Road.

   b. Provider is qualified to provide these services and is willing to provide them according to all of the terms of this agreement, including all insurance requirements set forth herein.

2. **Duties of Provider.**
   
a. Provider agrees to perform services described in Exhibit A, which is attached to this agreement and incorporated by this reference. Provider agrees to perform these services diligently in accordance with the standards of its profession and to City's satisfaction. Provider promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services described in this agreement.

   b. The parties may, from time to time, agree in writing that Provider, for additional compensation, shall perform additional services.

   c. Provider shall assign only competent personnel to perform services pursuant to this agreement. Provider shall notify City in writing of any changes in Provider's staff assigned. City may, in its sole discretion, determine that a person assigned to perform services is not performing in accordance with the standards required herein. If the City makes such a determination, Provider shall replace such person immediately.

3. **Time of Performance.**
   
a. This agreement shall not be effective and no payments shall be made to Provider until:

      (i) City has received satisfactory evidence that Provider has met all of the insurance requirements, and

      (ii) All required signatures have been obtained.

   b. The effective date of this agreement shall be the date on which the last signature is affixed or on receipt of satisfactory evidence of insurance, whichever is later.
c. The services of Provider shall begin no sooner than the effective date and shall continue until all work is approved by City. All work shall be completed no later than 28 weeks from authorization to proceed.

4. **Compensation.**

a. City agrees to pay Provider at the rates described in Exhibit A, not to exceed a maximum contract price of $86,601 for all services performed under this agreement.

b. Provider shall bill City on a monthly basis for work done in the preceding month. The billings shall contain, as a minimum, total hours worked on the project by position, hourly rates, total amount due for the period and a contract payment status summary showing total billed to date compared to total authorized contract amount. In addition, Provider shall describe work that was completed during the monthly billing period both in qualitative terms (e.g., listing project activities) and in quantitative terms (e.g., scope of work completion percentage). City, at its sole discretion, shall evaluate the billing and determine whether or not the amount billed is commensurate with the state of completion of the work. If City determines that the amount billed exceeds the status of completion of either an individual task or the entire project, then City may reduce the amount of the progress payment accordingly.

c. The parties shall agree in writing to any changes in compensation due to changes in Provider’s services prior to performance of those changed services.

d. To the extent that Provider’s insurance documentation is not in compliance with the requirements of this agreement and the City Attorney is required to intervene to explain and obtain the proper documentation from Provider’s insurer, the cost of the City Attorney’s services will be deducted from the contract price to which Provider would otherwise be entitled under the terms of this agreement.

5. **Provider Status.**

Provider is an independent contractor and is solely responsible for its acts and omissions. Provider is not City’s agent, employee or representative for any purpose. Provider has no power to incur any debt, obligation, or liability on behalf of City. Provider shall direct and control its personnel and shall pay all wages, salaries, and other amounts due such personnel in connection with this agreement and as required by law. Provider is responsible for all reports and obligations respecting such personnel. Provider shall pay of all taxes, fees, contributions or charges applicable to the conduct of Provider’s business, and shall provide City with proof of compliance upon request.

6. **Conflict of Interest.**

Provider understands that its professional responsibility is solely to City. Provider warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this agreement. Provider shall not employ a person having such an interest in the performance of this agreement.
Provider and its agents or employees working under this agreement shall submit statements of economic interest under the Political Reform Act (Government Code section 81000 et seq.) if requested to do so by City.

7. **Work Product, Intellectual Property and Records.**

All documents furnished to Provider by City and all reports or work product (including electronically stored documents) prepared by Provider under this agreement are City’s property and shall be given to City at the completion of Provider’s services without restriction or limitation on use or dissemination by City. Provider grants City a royalty-free, exclusive and irrevocable license to reproduce, publish and use all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings and other works of similar nature produced in the course of the performance of this agreement. Provider shall not publish any such material without the prior written consent of City.

Provider represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this agreement. Provider further represents that it shall ensure City has the legal right to utilize all intellectual property involved in and/or resulting from Provider’s performance of this agreement.

In the performance of this agreement, Provider may be given access to confidential City information. Provider shall hold any such information in confidence.

Provider shall maintain and make available to City accurate books and accounting records relating to its work under this agreement. Provider will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this agreement, whether funded in whole or in part under this agreement. Provider shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this agreement or until after final audit has been resolved, whichever is later.

8. **Assignment; Subcontracts.**

Provider shall not assign or transfer its interest or obligation under this agreement without City’s prior written consent. Provider shall not subcontract its duties under this agreement without City’s prior written consent. Any attempt to do so shall be null and void, and any assignees, subcontractors or transferees shall acquire no right or interest by reason of such attempted assignment, subcontracting or transfer.

9. **Licenses and Compliance with Laws.**

Provider represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals legally required for Provider to practice its profession and/or provide services under this agreement. Provider shall, at its sole cost and expense, keep in effect such licenses, permits, qualifications, insurance, and approvals at all times during the term of this agreement. Provider shall keep itself fully informed of and in compliance with all applicable laws affecting its performance under this agreement.
10. **Insurance Types and Limits.**

Provider shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with its performance under this agreement. Coverage shall be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with a limit of no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Provider has no owned autos, Code 8 (hired) and 9 (nonowned), with a limit of no less than $1,000,000 per accident for bodily injury and property damage.

c. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. Workers’ Compensation insurance will not be required if Provider furnishes to City a written verification that it has no employees.

d. Professional Liability (Errors and Omissions) Insurance appropriate to the Provider’s profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Provider maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

11. **Additional Insurance Requirements.**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Additional Insured Status: City, its officers, officials, employees, and volunteers are to be covered as insureds on the Auto Liability policy and on the Commercial General Liability policy.

b. Primary Coverage: For any claims related to this agreement, Provider’s Auto Liability and Commercial General Liability insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of the Provider’s insurance and shall not contribute with it.

c. Notice of Cancellation. Provider shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this agreement except after providing 30
days prior written notice to the City. A ten (10) day prior written notice to City shall apply to non-payment of premium. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Provider shall immediately provide written notice to the City and obtain substitute insurance meeting the requirements of this agreement. Nothing in this subsection relieves Provider of its obligation to at all times maintain all insurance required by this agreement.

d. Waiver of Subrogation: Provider hereby grants to City a waiver of any right to subrogation which any insurer of Provider may acquire against City by virtue of the payment of any loss under such insurance. Provider 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.

e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. City may require Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

f. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to City.

g. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

(i) The retroactive date must be shown and must be before the effective date of this agreement or the beginning of work, whichever is earlier.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date/beginning of work. Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

h. Subcontractors: Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

i. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. **Verification of Insurance.**

Provider shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required herein.
Such evidence of insurance shall be attached hereto as Exhibit B and considered an integral part of this agreement, which shall not become effective until satisfactory evidence of insurance has been received by City. All evidence of insurance must be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Provider obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

13. **Indemnification.**

To the fullest extent allowed by law, Provider shall defend, indemnify and hold harmless City and its officers, employees, agents and volunteers from and against any and all liability, claims, suits, losses, injuries, damage, demands, expenses and costs (including, without limitation, attorney fees and expert fees) to the extent arising out of to the negligence, recklessness, or willful misconduct of Provider in the performance of this agreement. Provider shall not be obligated to indemnify City against liability to the extent it arises from the negligence or willful misconduct by City. The provisions of this section survive termination of this agreement.

14. **Equal Employment Opportunity.**

Provider is an equal opportunity employer and agrees to comply with applicable regulations governing equal employment opportunity. In the performance of this agreement, Provider shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

15. **Notices.**

Any notice to be given under this agreement shall be in writing and addressed to the parties as follows:

- **City**
  - City Manager
  - City of Orinda
  - 22 Orinda Way
  - Orinda, CA 94563

- **Provider**
  - Urban Planning Partners, Inc.
  - 388 17th Street, Suite 230
  - Oakland, CA 94612
  - Attention: Lynette Dias

16. **Litigation.**

If either party brings an action to enforce this agreement, the prevailing party is entitled to reasonable attorney fees and costs (including, but not limited to, expert witness fees and discovery costs) as part of prevailing party’s total damages attributable to the non-prevailing party’s proportionate percentage of fault as determined by a court of competent jurisdiction.
17. **Waivers.**

Waiver of a breach or default under this agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this agreement.

18. **Modification.**

No waiver, modification or termination of this agreement is valid unless made and agreed upon by both in writing.

19. **Severability.**

If any provision of this agreement is held invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in effect to the greatest extent permitted by law.

20. **Termination.**

a. Termination Without Cause: At any time and without cause, either party may terminate this agreement by giving 10 days written notice. In the event of such termination without cause, City shall pay Provider for services rendered to date and Provider shall deliver to City any work product, whether complete or incomplete.

b. Termination For Cause: In the event of Provider’s substantial failure to meet its obligations under this agreement, City may elect to give Provider 10 days written notice and an opportunity to cure. If Provider has not cured the defects in its performance within 10 days, City may terminate the agreement for cause. City shall then pay Provider for services satisfactorily rendered to date and Provider shall deliver to City any work product, whether complete or incomplete.

c. Suspension: City may, at any time, temporarily suspend Provider’s performance, in whole or in part, by giving a written notice of suspension to Provider. If City gives such notice, Provider shall immediately suspend its activities under this agreement as specified.

21. **Entire Agreement.**

This agreement, together with its attachments, sets forth the entire understanding between the Parties and supersedes any oral or written understanding they may have had prior to the execution of this agreement. No other contract, statement, or promise relating to the subject matter of this agreement shall be valid or binding.

22. **Governing Law and Venue.**

The formation, interpretation, and performance of this agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this agreement shall be in Contra Costa County.
23. **Authority to Enter Agreement.**

Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each Party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective Party.

24. **Successors and Assigns.**

This agreement shall be binding on the successors and assigns of the Parties.

25. **Headings and Construction.**

Headings appearing herein are descriptive only and for convenience in reference to this agreement. References to Provider include its agents, servants, and employees. References to City include its officers, employees, agents, and volunteers.

City of Orinda

City Manager

Date

Urban Planning Partners

Carla Violet

4/26/2018

Date

Chief Operating Officer

Printed Title

Carla Violet

Printed Name

Attest

Sheri Moore Smith

City Clerk

Approved as to form

City Attorney

Attachments:
Exhibit A – Proposal Documents: Scope of Services, Hourly Rates and Payment Schedule
Exhibit B – Evidence of Insurance: Certificates, Endorsements and Policy Language
Exhibit A
Proposal Documents: Scope of Services, Hourly Rates and Payment Schedule
(pages attached)
PROPOSAL FOR SERVICES

ENVIRONMENTAL REVIEW FOR COUNTRYHOUSE MEMORY CARE AT 1 WILDER ROAD

Submitted to:

Daisy Allen
City of Orinda
Planning Department
22 Orinda Way
Orinda, CA 94563

January 19, 2018 (Revised February 26, 2018)
PROPOSAL FOR SERVICES

ENVIRONMENTAL REVIEW FOR
COUNTRYHOUSE MEMORY CARE AT 1 WILDER ROAD

Submitted to:
Daisy Allen
City of Orinda
Planning Department
22 Orinda Way
Orinda, CA 94563

Prepared by:
Urban Planning Partners, Inc.
388 17th Street, Suite 230
Oakland, CA 94612
510.251.8210

URBAN PLANNING PARTNERS INC.
January 19, 2018 (Revised February 26, 2018)

Daisy Allen, Senior Planner
City of Orinda
22 Orinda Way
Orinda, CA 94563

Re: Proposal for City of Orinda – Environmental Services

Dear Daisy,

Urban Planning Partners, Inc. (Urban Planning Partners) is pleased to submit this proposal for environmental services for the City of Orinda (City). The attached proposal explains our approach and work plan, key staff members, timeline and budget, and provides background on our experience in the City and with the proposed project.

Urban Planning Partners is pleased to have the opportunity to work with the City again.

Sincerely,

URBAN PLANNING PARTNERS, INC.

Lynette Dias, Principal-in-Charge
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>TABLE OF CONTENTS</td>
<td>1</td>
</tr>
<tr>
<td>1. APPROACH &amp; SCOPE OF WORK</td>
<td>3</td>
</tr>
<tr>
<td>2. TIMELINE</td>
<td>17</td>
</tr>
<tr>
<td>3. ESTIMATED FEE</td>
<td>19</td>
</tr>
<tr>
<td><strong>APPENDIX</strong></td>
<td></td>
</tr>
<tr>
<td>Resumes for Key Urban Planning Partners Staff</td>
<td></td>
</tr>
</tbody>
</table>
1. APPROACH & SCOPE OF WORK

Urban Planning Partners understands the City of Orinda is seeking consultant services to complete the environmental review for the proposed CountryHouse Memory Care project. The project site is located at 1 Wilder Road, which is accessed from State Route 24 (SR 24), at the southeast intersection of SR 24 and Wilder Road, between the Caldecott Tunnel and the downtown Orinda exit, just west of the Wilder residential development.

The City of Orinda previously received two different applications for development of a congregate care facility on the site in 2009 and 2013 for similar projects by the same developer. The City hired Urban Planning Partners to complete the environmental review and we were about 85 percent complete with the first administrative draft of an EIR when the applicant decided to withdraw the application.

Urban Planning Partners is pleased to have the opportunity to work with the City again on this property to complete the environmental review.

This section outlines Urban Planning Partners’ recommended approach and scope of work for preparing either an EIR for the CountryHouse Memory Care project, which is a smaller project than previously submitted, that includes a 38-unit assisted living care facility in a two-story building.

APPROACH AND WORK PROGRAM

The following scope of work includes two sequential phases:

1) Project Initiation, and
2) Environmental Analysis and Prepare Draft EIR

Ongoing project management will be a component of the project for its duration.

A summary of our proposed work program is provided in Table 1. All the tasks necessary to complete an EIR are detailed in the scope of work and those that are only required for one or the other are noted. The Estimated Fee and Schedule is included in Section 3. Our estimated fees assume we would use the 2014 Administrative Draft EIR as a base and revise and update where needed and complete Principal review, which was previously not completed. A summary of the work program is provided in Table 1. Resumes for Urban Planning Partners are included in the Appendix.
TABLE 1  SCOPE OF WORK OUTLINE

<table>
<thead>
<tr>
<th>PHASE 1. PROJECT INITIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK 1A: PROJECT INITIATION</strong></td>
</tr>
<tr>
<td>1. Kick-Off Meeting</td>
</tr>
<tr>
<td>2. Data Gathering and Evaluation</td>
</tr>
<tr>
<td>3. Site Visit/Field Survey</td>
</tr>
<tr>
<td>4. Project Description</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHASE 2. ENVIRONMENTAL ANALYSIS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK 2A: LESS THAN SIGNIFICANT EFFECTS</strong></td>
</tr>
<tr>
<td>1. Agriculture and Forestry Resources</td>
</tr>
<tr>
<td>2. Cultural Resources</td>
</tr>
<tr>
<td>3. Geology and Soils</td>
</tr>
<tr>
<td>4. Hazards and Hazardous Materials</td>
</tr>
<tr>
<td>5. Mineral Resources</td>
</tr>
<tr>
<td>6. Population and Housing</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>TASK 2B: TECHNICAL ANALYSIS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Aesthetics</td>
</tr>
<tr>
<td>2. Air Quality</td>
</tr>
<tr>
<td>3. Land Use</td>
</tr>
<tr>
<td>4. Biological Resources</td>
</tr>
<tr>
<td>5. Hydrology and Water Quality</td>
</tr>
<tr>
<td>7. Public Services, Utilities, and Recreation</td>
</tr>
<tr>
<td>8. Noise and Vibration</td>
</tr>
<tr>
<td>9. Transportation and Traffic</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>TASK 2C: PREPARATION OF AN EIR</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Notice of Preparation</td>
</tr>
<tr>
<td>2. CEQA-Required Assessment Conclusions</td>
</tr>
<tr>
<td>3. Alternatives Analysis</td>
</tr>
<tr>
<td>4. Administrative Draft EIR</td>
</tr>
<tr>
<td>5. Screencheck Draft EIR</td>
</tr>
<tr>
<td>7. Administrative Draft RTC Document</td>
</tr>
<tr>
<td>8. Screencheck Draft RTC Document</td>
</tr>
<tr>
<td>9. Final RTC Document and NOA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>TASK 2D: MITIGATION MONITORING AND REPORTING PROGRAM</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK 2E: PUBLIC HEARINGS</strong></td>
</tr>
</tbody>
</table>

**PROJECT MANAGEMENT AND MEETINGS**

**STAFF AND PROJECT TEAM MEETINGS**

**EIR ADMINISTRATIVE RECORD**

**GENERAL PROJECT MANAGEMENT**

---

**PHASE 1. PROJECT INITIATION**

The following tasks include initial team meetings/strategy sessions, a site visit, and data gathering and evaluation.

**TASK 1A. PROJECT INITIATION**

The project initiation task for the Country House Memory Care Avenue project will provide an opportunity for the Urban Planning Partners team to collaborate with the City to refine our recommended scope of work and project schedule. We will also complete initial sub-tasks necessary to initiate preparation of the EIR including the Notice of Preparation (NOP) and the Project Description.
1. KICK-OFF MEETING

Urban Planning Partners team will meet with City staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort. We will prepare and circulate an agenda for this meeting. Topics for discussion at this meeting will include:

- Team composition and respective roles of consultants and City staff
- The City's desired approach to involving various City departments during preparation of the EIR and review of the administrative and screecheck drafts (or portions thereof)
- Current project plans
- What should be incorporated in the cumulative scenario
- Viewpoints for visual simulations
- Potential project alternatives
- Project schedule

2. DATA GATHERING & EVALUATION

As part of preparing this proposal, the Urban Planning Partners team has obtained and completed a preliminary review of the following project information from the City:

- November 2, 2017 Project Plan Set
- June 21, 2017 Geotechnical Report Update
- August 29, 2017 Abrams Associates' Parking Analysis

As necessary to update the 2014 Administrative Draft EIR, Urban Planning Partners will contact responsible agencies and City departments that may have information about the project site or insight into changes in the potential environmental impacts of the project.

3. SITE VISIT/FIELD SURVEY

As one of the initial steps, Urban Planning Partners will undertake a site visit to observe the project site. Urban Planning Partners staff will identify existing conditions, study area features, and confirm information provided in previous studies. We encourage attendance by City staff and the project applicant at our initial site visit to promote cooperation in discussing observations.

4. PROJECT DESCRIPTION

Urban Planning Partners will update the project description based on materials provided by the project applicant.

A draft of the updated project description will be submitted to the project applicant and the City for review and acceptance prior to the Urban Planning Partners team conducting any
updated impact analyses. One round of review of the project description by the City and project applicant is assumed.

**TASK 1B. WORK PROGRAM REFINEMENT**

It may be necessary to refine the scope of work in accordance with information compiled in the above. Following completion of the public comment period and receipt and review of all comments on the NOP, Urban Planning Partners will work with planning staff to refine the scope of work, if necessary, to address any new environmental issues identified in the NOP comments. Urban Planning Partners will present the revised scope of work and budget for review and approval to the City and applicant.

**PHASE 2. ENVIRONMENTAL ANALYSIS**

Urban Planning Partners team will complete an updated analysis of the project's impacts. We will utilize the 2014 Administrative Draft sections as the base and update as needed. The scope detailed below describes what the end product would be. This is to facilitate the City's review of this proposal and not require review of both the 2014 Administrative Draft and this proposal to understand what analysis will be included in the environmental document.

**TASK 2A. EFFECTS FOUND TO BE LESS THAN SIGNIFICANT**

Urban Planning Partners anticipates that the project's impact relative to a number of environmental topics will not be significant including Agricultural and Forest Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Mineral Resources, and Population and Housing.

For each topic we will utilize portions of the 2014 Administrative Draft, as appropriate, and supplement with updates and new analysis as necessary.

We will maintain the format of the 2014 Administrative EIR and the level of discussion will be similar to what would typically be included in an Initial Study, and will be incorporated into the administrative Draft EIR as a stand-alone chapter.

**TASK 2B. TECHNICAL ANALYSIS**

The primary effort for this task will be updating the analysis that was completed in 2014 as needed to account for changes in existing and cumulative conditions and the revised project. The findings of this work will be incorporated into an updated version of the 2014 Administrative Draft.

This scope does not include the preparation of separate technical reports; all information and findings will be detailed in the EIR sections, and as appropriate, technical data in appendices to the EIR.
1. AESTHETICS

Urban Planning Partners, together with PreVision Design who will prepare the visual simulations, will prepare an updated analysis of the project's potential aesthetic impacts to determine the level of significance and recommend mitigation measures, if necessary, to reduce the level of impact.

The client will provide PreVision Design with CAD drawings of the proposed project (if a usable 3D model is provided, a discount will apply) as well as exterior finish information (colors, materials, etc.). Additionally, the client will furnish a CAD site survey and/or a site plan with referenced grade elevations shall be provided in order to accurately locate the building. With this information, PreVision will generate and/or augment the building with the specified colors and materials and place the project model in its accurate site context.

Site Photography
We will perform a site visit to take updated photographs from the viewpoints included in the 2014 Administrative Draft EIR.

Photo Compositing
Using the selected viewpoint photos, PreVision will align the 3D model view to match the perspective and scale of each selected viewpoint photo.

Visual Simulations
Using photoreal rendering techniques, PreVision will generate preliminary photo simulations of the project in each of the viewpoint's context for the client's review and comment. Upon approval of these draft views, final views will be generated which will include fine tuning, and photoshop work to clean up foreground and background details.

If the project is found to have potentially significant aesthetic impacts, Urban Planning Partners will identify mitigation measures that will help reduce the aesthetic impact.

2. AIR QUALITY

In accordance with the Bay Area Air Quality Management District's (BAAQMD's) CEQA Air Quality Guidelines, BASELINE will evaluate the potential air quality impacts associated with implementation of the proposed project. Based on the size of the project and the BAAQMD's screening values of significance for congregate care facilities, the proposed project would not emit criteria air pollutants in excess of the BAAQMD's significance thresholds during either the construction or operational phase of the project. Therefore, no additional evaluation for criteria pollutants would be required.

Based on the previous analysis for the Astoria at Wilder Project, it will be conservatively assumed that emissions of diesel particulate matter during project construction would not pose a significant health risk to nearby sensitive receptors.
3. LAND USE

Development of the proposed project will introduce a new land use to the area. Although no significant land use impacts are anticipated, Urban Planning Partners recommends including this section in the EIR to provide context for document reviewers. Urban Planning Partners will complete the tasks described below to document the land use conditions for the project and to analyze the project relative to the land use significance criteria. Urban Planning Partners will summarize the existing pattern of land uses in the subject project area and its surroundings. A description of the planned land uses relative to the Wilder subdivision and the SR 24 modifications will also be provided.

Based on the land use significance criteria, Urban Planning Partners will assess potential land use impacts. If necessary, mitigation measures to reduce impacts to a less-than-significant level will be recommended.

4. BIOLOGICAL RESOURCES

WRA Environmental Consultants (WRA) will prepare an update to the July 16, 2010 Biological Resources Assessment (Assessment) of the project site for the project sponsor. A letter with an initial update to this Assessment was completed May 30, 2014. This new update to the Assessment will identify any changes in potential sensitive habitat areas, including wetlands and riparian habitats, as well as sensitive plant and animal species that are included on lists prepared by the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and other applicable agencies. The new updated Assessment will also identify general measures that may be taken in order to avoid or minimize any potential impacts that may occur to biological resources identified within the project area.

Urban Planning Partners will utilize the Assessment to update this section of the EIR and provide a brief documentation of the Assessment's findings relative to the CEQA Significance Criteria. If we find that additional information or analysis is necessary, we will request that WRA provide supplemental information, although we do not anticipate this will be necessary.

5. HYDROLOGY AND WATER QUALITY

The project site is not located within a 100-year flood zone area. Construction of the proposed project would disturb soils, resulting in the potential for erosion and sedimentation, and would involve the use of hazardous materials, such as fuels, paints, and solvents, which, if handled improperly, could degrade stormwater runoff quality. The proposed project would increase impervious surfaces on the project site, which is currently undeveloped. Therefore, the proposed project would have the potential to interfere with groundwater recharge, increase runoff, or substantially alter the existing drainage of the project site. BASELINE will update the discussion of the applicable National Pollutant Discharge Elimination System (NPDES) construction and post-construction requirements completed in the previous EIR analysis, as needed. BASELINE will then evaluate the project’s
proposed approach to NPDES compliance and determine whether potential impacts on water quality would be likely to occur and identify mitigation measures, as necessary, to minimize any identified impacts to a less-than-significant level.

6. GREENHOUSE GAS EMISSIONS

In accordance with the BAAQMD’s CEQA Air Quality Guidelines, BASELINE will evaluate greenhouse gas (GHG) emissions from construction and operation of the proposed project. Based on the size of the project and the BAAQMD’s screening values of significance for congregate care facilities, the proposed project would not emit GHGs in excess of the BAAQMD’s significance thresholds during either the construction or operational phase of the project. Therefore, no additional evaluation for GHG emissions would be required. BASELINE will also evaluate qualitatively the project’s consistency with the BAAQMD’s Clean Air Plan and the applicable local climate action plan.

7. PUBLIC SERVICES, UTILITIES, AND RECREATION

The project area is currently served by utility lines, and police, fire, park, and school services. Implementation of the proposed project will exert incrementally additional demands on utility and service providers. The net effect of this demand is not anticipated to be significant. Urban Planning Partners will evaluate each service and utility to determine the project’s potential effect.

Utilities and public services are provided to the project area by numerous agencies. The EIR will include a concise summary of these agencies, their individual responsibilities, and existing utility and service constraints. Urban Planning Partners will contact each utility and service provider, including recreation, to determine if they have any concerns about providing service to the project. The assessment in the EIR will examine the demand for services generated by the project, and the physical impacts of this demand on existing infrastructure.

8. NOISE AND VIBRATION

The primary existing source of noise in the vicinity of the project site is traffic on SR 24. Therefore, the proposed project could expose future residents of the proposed development to excessive noise levels (this would only be considered a CEQA issue if the project would exacerbate the existing noise environment). In addition, noise and vibration generated during project construction could expose residential receptors located in the vicinity of the project site to excessive noise and vibration. Noise impacts could also occur during the operation of the proposed project because of the increase in vehicular traffic generated by the project and operation of any new outdoor heating and air conditioning equipment. BASELINE will update the previous EIR analysis of the project’s potential noise and vibration impacts. BASELINE will utilize the noise study completed in 2009 for the Astoria at Wilder Project, as well as updated information on the traffic volumes that would be generated by the operation of the proposed project, to evaluate potential operation period noise impacts.
BASELINE would identify mitigation measures, as necessary, to minimize any identified impacts to a less-than-significant level, if feasible.

9. TRANSPORTATION AND TRAFFIC

Abrams Associates will provide a traffic impact analysis of the proposed project and will prepare the environmental documentation for the transportation section and the review of potential transportation impacts for the environmental documents. As part of the analysis it is assumed that new detailed traffic counts will be required at the one existing study intersection. Once the various analyses are completed, a detailed report would be prepared.

The report will follow all applicable requirements and procedures set forth by the City of Orinda and the Contra Costa Transportation Authority and will also address all of the requirements set forth by Caltrans. The following is a list of the specific tasks proposed.

1) The report will clearly define all assumptions for trip generation, trip distribution, timing of transportation improvements and street network changes. Trip Generation and traffic assignment will be based upon ITE's Trip Generation Manual¹, the existing traffic counts, and land use patterns in the area.

2) Based on our initial review of the project two key intersections will need to be included in this analysis. The analysis would also include a review of all project driveways, internal intersections, and any other unsignalized intersections on nearby streets that might be impacted by the project. Below is a preliminary list of the study intersections that was developed based on our initial estimates of the project's trip distribution. AM and PM peak hour traffic counts will be conducted at all study intersections where adequate data is unavailable. Please note that this is our best estimate of what will be required. However, it should be noted that it is possible that additional intersections or analysis may be required by the City once the staff review the draft report with the latest project trip generation and distribution forecasts. The proposed list of study intersections is as follows:

   1. Wilder Road at the Proposed Project Exit
   2. Wilder Road at the SR 24 Eastbound Ramps

3) The study will include evaluation of the operations at each of the study intersections for six different scenarios:

1. Existing Conditions
2. Existing Plus Project Conditions
3. Existing Plus Approved Projects (Baseline Conditions)
4. Baseline Plus Project Conditions
5. Cumulative Conditions (Based on the County Traffic Model)
6. Cumulative Plus Project Conditions

4) The physical characteristics of the area and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, intersection lane configurations, traffic control devices, and surrounding land uses. All planned or programmed roadway changes will be documented.

5) The traffic study will include detailed calculations of the project trip generation, traffic distribution and assignment for the project.

6) The analysis will include a review of access and internal circulation, parking requirements, and bicycle/pedestrian safety.

7) Appropriate mitigation measures will be presented for any significant impacts identified. In addition, a list of any other potential transportation improvement measures will be prepared to further improve traffic operations and access to the area wherever possible. Provisionalize share percentages of identified mitigation measures that are attributable to the project will be calculated and presented.

8) Summary figures will be prepared illustrating the existing roadway network, project study intersections and all traffic volumes used in the analysis. All appropriate field data, traffic calculations and reference tables will be provided in the report appendices as required.

TASK 2C. PREPARATION OF AN EIR

The following drafts will be prepared for an EIR.

1. NOTICE OF PREPARATION

Urban Planning Partners will prepare a new NOP for distribution in accordance with CEQA Guidelines and the City’s template. The NOP will be prepared in MS Word and include a project description, location map, and outline of the expected environmental topics to be covered in the Draft EIR and a brief description of the topics that will only be discussed under Effects Found not to be Significant. We will be responsible for submitting the NOP to the State Clearinghouse and providing certificate of mailing/delivery to City. The City will be responsible for publishing/circulating the NOP in the local paper and to the responsible
agencies and interested individuals. Following the 30-day comment period, Urban Planning Partners will review all comments and recommend any needed changes to the proposed work program.

Up to two drafts will be prepared in response to City comments. An electronic file of the NOP will be provided to the City for posting on the Department of Planning website and for distribution. Urban Planning Partners will ensure all CEQA public noticing requirements are met by working with City staff.

2. CEQA-REQUIRED ASSESSMENT CONCLUSIONS

Urban Planning Partners will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, including:

- Significant unavoidable environmental impacts;
- Significant irreversible environmental changes; and
- Relationship between local short-term uses of the environment and long-term productivity.

3. ALTERNATIVES ANALYSIS

The Urban Planning Partners team will identify and evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project alternative. The alternatives will be developed in consultation with City staff. The alternatives will be based in part on the significant impacts of the project that are identified during the technical analysis phase of the Draft EIR process.

According to the CEQA Guidelines, alternatives can be evaluated in less detail than the project, and therefore we would propose that the alternatives analysis in the EIR be undertaken at a qualitative level. The discussion will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

4. ADMINISTRATIVE DRAFT EIR

The information developed in Tasks 2A through 2E will be organized into an Administrative Draft EIR. The EIR is expected to include the following components:

- Introduction
- Summary
- Project Description
- Setting, Impacts, and Mitigation Measures
- Effects Found not to be Significant or Less than Significant with Mitigation Measures
- Alternatives to the Proposed Project
- Cumulative and Growth-Inducing Impacts
- CEQA-Required Assessments and Conclusions
- Mitigation Monitoring and Reporting Program
- List of Persons and Organizations Contacted
- Bibliography
- Technical Appendices (as needed)

Urban Planning Partners will review recent environmental documents (complete and/or in process) to make certain that approaches, assumptions, methodologies and impact conclusions for the project are consistent with other environmental documents. Where appropriate, Urban Planning Partners will coordinate and discuss such with subconsultants working on the project.

Urban Planning Partners will prepare eight (8) printed and bound copies of the administrative Draft EIR and submit to the City for review and comment.

1. SCREECHECK DRAFT EIR

Upon receipt of the City comments on the administrative draft, Urban Planning Partners will prepare a screencheck draft. A redline version of the draft will be provided, showing the explicit changes made. Urban Planning Partners will provide eight (8) hard copies and one electronic copy of the screencheck draft for review and comment.

2. PUBLIC REVIEW DRAFT EIR

Urban Planning Partners will make any necessary revisions to the screencheck draft and prepare the Draft EIR for publication. We will provide twenty-five (25) printed and bound copies and one camera-ready copy, plus all appendices to the City for distribution. Urban Planning Partners will prepare all public notices associated with the Project review as required under CEQA. However, it is assumed that the City will take responsibility for publishing and circulating notices.

Urban Planning Partners will maintain all materials referenced in the environmental document and promptly provide such materials to City upon City’s request.

3. ADMINISTRATIVE DRAFT RESPONSE TO COMMENTS

Immediately following the completion of the 45-day public review period, Urban Planning Partners will meet with City staff to discuss any comments received during the public review period, and the approach to undertake in responding to the comments. Urban Planning
Partners will incorporate public and/or agency comments received on the Draft EIR, and responses to these comments, into one final document for publication and distribution. Eight (8) hard copies and one electronic copy of each administrative draft will be provided to the City for review and comment.

Our budget estimate in Table 5 shows the level of professional effort assumed for this task. Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opposition or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget to cover work beyond the assumed level would be needed.

4. SCREENCHECK DRAFT RESPONSE TO COMMENTS DOCUMENT
Upon receipt of the City comments on the final administrative draft, Urban Planning Partners will consolidate and reconcile comments and prepare a screencheck draft. A redline version of the draft will be provided, showing the explicit changes made. Urban Planning Partners will provide five (5) hard copies and one electronic copy of the screencheck draft for review and comment.

5. FINAL RESPONSE TO COMMENTS DOCUMENT AND NOA
Urban Planning Partners will make any necessary revisions to the screencheck draft and prepare the Final Response to Comments Document for publication. We will provide twenty-five (25) hard copies and one (1) camera-ready copy, including all appendices to the City for distribution. Urban Planning Partners will provide the NOA.

Our budget estimate in Tables 4 and 5 shows the level of professional effort assumed for this task, and includes hourly billing rates for our professional staff. If a level of effort beyond that outlined in Tables 4 and 5 were to become necessary, an adjustment in the budget will be required to cover the additional work.

TASK 2D. MITIGATION MONITORING AND REPORTING PROGRAM
Urban Planning Partners will prepare a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures. We will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. A checklist will be prepared listing these items and providing a column for verification of compliance. A Draft MMRP will be submitted to the City for review with the Response to Comments for the Final EIR.

TASK 2E. PUBLIC HEARINGS
Urban Planning Partners will attend up to two public hearings on the Draft EIR. Urban Planning Partners will be available to make a presentation and document the verbal comments on the Draft EIR. Urban Planning Partners will attend two public meetings on the
RTC Document/Final EIR and will be available to respond to questions as necessary. Additional meetings and/or hearings can be attended upon request on a time-and-materials basis.

PROJECT MANAGEMENT AND MEETINGS

Lynette Dias, Principal-in-Charge, and Annelise Dohrer, Project Manager, will be available to attend working sessions with City staff and the project team. Annelise will coordinate the day-to-day activities associated with the project. Project management tasks include regular client contact; contract management; assistance to team members; schedule coordination; and development of products.

Environmental Impact Report

If an EIR is prepared, in addition to the meetings listed above, we will attend a Draft EIR hearing and four (4) additional meetings with staff.

GENERAL PROJECT MANAGEMENT

Urban Planning Partners will undertake a variety of general project management tasks throughout the EIR preparation period. Annelise, with assistance from Lynette, will provide input on scope, budget, contract negotiation and management, scheduling of the project, and quality assurance for all work conducted. Lynette and Annelise will collaborate on day-to-day activities associated with the project, including regular contact with the City, as necessary. Annelise will also provide direction to all team members to ensure an internally consistent, coherent document. Lynette will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the City with or within administrative draft CEQA documents. Lynette and Annelise will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project. In addition to preparation of the NOP, Urban Planning Partners will also be responsible for the recordation of the Notice of Availability (NOA) of the environmental document and the Notice of Determination (NOD).
2. **Timeline**

The estimated timeline for completing the CEQA review for the CountryHouse Memory Care Avenue project is shown in Table 2. All of these dates will need to be reviewed and approved by City staff.

**Table 2  Proposed Project Timeline - EIR**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Responsible Party</th>
<th>Weeks to Complete</th>
<th>Cumulative Weeks</th>
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<td>Project Initiation</td>
<td>UPP</td>
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<td>3</td>
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<td>UPP Team</td>
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<td>Prepare Screencheck Draft EIR</td>
<td>UPP Team</td>
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<td>Review Screencheck Draft EIR</td>
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<td>Publish Public Review Draft EIR</td>
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<td>Public Review Period</td>
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<td>Publish Final RTC</td>
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3. Estimated Fee

Our total estimated fee for completion of an EIR set forth in this proposal is $86,601.

A detailed breakdown of the estimated fee is provided in Table 3. We will undertake the work on a time-and-materials basis, with an estimated not-to-exceed contract amount without prior authorization.
<table>
<thead>
<tr>
<th>Task 1A: Project Initiation</th>
<th>Task 1B: Work Program Refinement</th>
<th>Task 2A: Efforts Found to be Less Than Significant</th>
<th>Task 2B: Technical Analysis</th>
<th>Task 2C: Preparation of an EIR</th>
<th>Task 2D: Mitigation Monitoring and Reporting Program</th>
<th>Phase 1: Project Initiation Subtotal</th>
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<th>Total</th>
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**Table 3 Estimated Fee - EIR**

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<th>Urban Planning Partners</th>
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<th>Abrams Associates</th>
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<td>$175</td>
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**Phase 1: Environmental Analysis**

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<th>Task 2C: Preparation of an EIR</th>
<th>Task 2D: Mitigation Monitoring and Reporting Program</th>
<th>Task 2E: Public Hearings</th>
<th>Task 2F: Other Significant Details</th>
<th>Task 2G: Environmental Analysis Subtotal</th>
<th>Hours</th>
<th>Total</th>
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<td>1. Notice of Preparation</td>
<td>Subtotal for Task 2C</td>
<td>1. CEQA Required Assessment Conclusions</td>
<td>2. Mitigation Monitoring and Reporting Program</td>
<td>3. Hours</td>
<td>PHASE 2: ENVIRONMENTAL ANALYSIS SUBTOTAL</td>
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**Attachment:** Original Signed Contract with Urban Planning Partners Inc. (4.26.18) (2122: Contract Amendment Urban Planning Partners)
## ON-GOING: Project Management and Meetings

<table>
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<tr>
<th>Hours</th>
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## ON-GOING: Project Management and Meetings

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## Total EIR Labor Estimate

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<td>Urban Planning Partners Total</td>
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## Direct Costs

1. Misc. Direct Costs: $500
2. Printing: $7,500
3. Subconsultant Markup: $2,901
4. Cultural Resources Records Search/Admin/Survey Fees (Orig.) $895
5. Biological Resources Assessment Update (BRA) $2,600

## Total Miscellaneous Costs

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## Total Estimated Fee

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Exhibit B
Evidence of Insurance: Certificates, Endorsements and Policy Language
(pages attached)
# Certificate of Liability Insurance

**Date:** MM/DD/YYYY

**Certificate Number:** 1865432654

**Revision Number:**

**Producer:** Dealey, Renton & Associates
199 S Los Robles Ave Ste 540
Pasadena, CA 91101
License #020739

**Insured:** Urban Planning Partners, Inc.
388 17th St, #230
Oakland, CA 94612
510 251-8210

**Coverages**

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<th>POLICY EXP DATE</th>
<th>LIMITS</th>
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**Limitations:**

- DAMAGE TO RENTED PREMISES (PER OCCURRENCE): $1,000,000
- MED EXP (ANY one person): $10,000
- PERSONAL & ADV INJURY (PER OCCURRENCE): $2,000,000
- GENERAL AGGREGATE: $4,000,000
- PRODUCTS COMPOG AGG: $4,000,000

**A | AUTOMOBILE LIABILITY | X | ANY AUTO | Y | BA14867865 | 10/23/2017 | 10/23/2018 | COMBINED SINGLE LIMIT (Per accident): $1,000,000 |

**Limitations:**

- BODILY INJURY (Per person): $ |
- BODILY INJURY (Per accident): $ |
- PROPERTY DAMAGE (Per accident): $ |

**B | UMBRELLA LIABILITY | X | OCCUR | Y | CUP1625274 | 10/23/2017 | 10/23/2018 | EACH OCCURRENCE: $3,000,000 |

**Limitations:**

- AGGREGATE: $3,000,000

**C | WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY | X | PER STATUTE | Y | URRJ782659A | 1/2/2018 | 1/2/2019 | E.L. EACH ACCIDENT: $1,000,000 |

**Limitations:**

- E.L. DISEASE - EA EMPLOYEES: $1,000,000
- E.L. DISEASE - POLICY LIMIT: $1,000,000

**Certificate Holder:**

City of Orinda
Attn: City Clerk
22 Orinda Way
Orinda CA 94563

**Cancellation Notice:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Authorized Representative:**

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS

E. TRAILERS — INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT — INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE — GLASS

J. PERSONAL PROPERTY

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV — BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE:
COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I - COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;
(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or
(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.1.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which includes:

(1) Owned by an "insured"; and
(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.
K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:
Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that in-
flate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:
   a. If that "auto" is a covered "auto" for Compre-
hensive Coverage under this policy;
   b. The airbags are not covered under any war-
   ranty; and
   c. The airbags were not intentionally inflated.
We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:
Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles
In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Cov-
    erage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:
   (a) Overdue lease or loan payments at the
time of the "loss";
   (b) Financial penalties imposed under a
lease for excessive use, abnormal wear
and tear or high mileage;
   (c) Security deposits not returned by the les-
sor;
   (d) Costs for extended warranties, Credit Life
Insurance, Health, Accident or Disability
Insurance purchased with the loan or
lease; and
   (e) Carry-over balances from previous loans
or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer
Of Rights Of Recovery Against Others To Us,
of SECTION IV – BUSINESS AUTO CONDITION:

5. Transfer Of Rights Of Recovery Against
Others To Us

We waive any right of recovery we may have
against any person or organization to the ex-
tent required of you by a written contract exe-
cuted prior to any "accident" or "loss", pro-
vided that the "accident" or "loss" arises out of
the operations contemplated by such con-
tract. The waiver applies only to the person or
organization designated in such contract.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS 
ENDORSEMENT CALIFORNIA 
(BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

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<tr>
<th>Person or Organization</th>
<th>Job Description</th>
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<td>ALL PERSONS OR ORGANIZATIONS THAT REQUIRE YOU TO OBTAIN EXECUTED THE CONTRACT BEFORE</td>
<td>THAT ARE PARTIE TO A CONTRACT THIS AGREEMENT, PROVIDED YOU THE LOSS.</td>
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DATE OF ISSUE: 2/22/2018
ST ASSIGN: CA
017106
SCHEDULED ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSONS OR ORGANIZATIONS:
City of Orinda
Attn: City Clerk
22 Orinda Way
Orinda CA 94563

PROJECT/LOCATION OF COVERED OPERATIONS:
Re: CountryHouse memory care facility, 1 Wilder Road - City of Orinda, its officers, officials, employees and
volunteers

PROVISIONS

1. The following is added to SECTION II - WHO IS
AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply to the rendering of or failure to render any "professional services".

   f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of Insurance described in Section III - Limits Of Insurance.

   g. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured ap-
COMMERCIAL GENERAL LIABILITY

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.
CITY OF ORINDA
MODIFICATION TO SERVICES CONTRACT

Urban Planning Partners ("Provider") and the City of Orinda ("City"), a municipal corporation, previously entered into a contract with an effective date of March 20, 2018 relating to California Environmental Quality Act (CEQA) review for writing an Environmental Impact Report (EIR) for the proposed CountryHouse memory care facility at 1 Wilder Road in Orinda, CA. Section 18, Modification, of that agreement provides, that “No waiver, modification or termination of this agreement is valid unless made and agreed upon by both in writing.”

City and Provider mutually agree to amend the agreement as follows:

1. Replace Section 2.a “Duties of Provider” as follows:
   a. Provider agrees to perform services described in Exhibits A, B and C which are attached to this agreement, Modification to Services Contract, and incorporated by this reference. Provider agrees to perform these services diligently in accordance with the standards of its profession and to City's satisfaction. Provider promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services described in this agreement.

2. Replace Section 3.c “Time of Performance” as follows:
   c. The services Provider shall begin no sooner than the effective date and shall continue until all work is approved by the City. Unless other agreed by the City and Provider, all work shall be completed no later than December 31, 2020.

3. Replace Section 4.a “Compensation” as follows:
   a. City agrees to pay Provider at the rates described in Exhibits A, B and C, not to exceed a maximum contract price of $140,088.83\(^1\) for all services performed under this agreement.

In all other respects, the agreement shall remain unchanged and in full force and effect.

City Manager          Date

Attest

City Clerk

Approved as to form

City Attorney

---

\(^1\) This total is the result of $86,601 per Exhibit A, $39,104 per Exhibit B, and $14,383.83 per Exhibit C.
Exhibit A
1. APPROACH & SCOPE OF WORK

Urban Planning Partners understands the City of Orinda is seeking consultant services to complete the environmental review for the proposed CountryHouse Memory Care project. The project site is located at 1 Wilder Road, which is accessed from State Route 24 (SR 24), at the southeast intersection of SR 24 and Wilder Road, between the Caldecott Tunnel and the downtown Orinda exit, just west of the Wilder residential development.

The City of Orinda previously received two different applications for development of a congregate care facility on the site in 2009 and 2013 for similar projects by the same developer. The City hired Urban Planning Partners to complete the environmental review and we were about 85 percent complete with the first administrative draft of an EIR when the applicant decided to withdraw the application.

Urban Planning Partners is pleased to have the opportunity to work with the City again on this property to complete the environmental review.

This section outlines Urban Planning Partners’ recommended approach and scope of work for preparing either an EIR for the CountryHouse Memory Care project, which is a smaller project than previously submitted, that includes a 38-unit assisted living care facility in a two-story building.

APPROACH AND WORK PROGRAM

The following scope of work includes two sequential phases:

1) Project Initiation, and
2) Environmental Analysis and Prepare Draft EIR

Ongoing project management will be a component of the project for its duration.

A summary of our proposed work program is provided in Table 1. All the tasks necessary to complete an EIR are detailed in the scope of work and those that are only required for one or the other are noted. The Estimated Fee and Schedule is included in Section 3. Our estimated fees assume we would use the 2014 Administrative Draft EIR as a base and revise and update where needed and complete Principal review, which was previously not completed. A summary of the work program is provided in Table 1. Resumes for Urban Planning Partners are included in the Appendix.
TABLE 1  SCOPE OF WORK OUTLINE

<table>
<thead>
<tr>
<th>PHASE 1. PROJECT INITIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1A: Project Initiation</td>
</tr>
<tr>
<td>1. Kick-Off Meeting</td>
</tr>
<tr>
<td>2. Data Gathering and Evaluation</td>
</tr>
<tr>
<td>3. Site Visit/Field Survey</td>
</tr>
<tr>
<td>4. Project Description</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHASE 2. ENVIRONMENTAL ANALYSIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 2A: Less Than Significant Effects</td>
</tr>
<tr>
<td>1. Agriculture and Forestry Resources</td>
</tr>
<tr>
<td>2. Cultural Resources</td>
</tr>
<tr>
<td>3. Geology and Soils</td>
</tr>
<tr>
<td>4. Hazards and Hazardous Materials</td>
</tr>
<tr>
<td>5. Mineral Resources</td>
</tr>
<tr>
<td>6. Population and Housing</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 2B: Technical Analysis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Aesthetics</td>
</tr>
<tr>
<td>2. Air Quality</td>
</tr>
<tr>
<td>3. Land Use</td>
</tr>
<tr>
<td>4. Biological Resources</td>
</tr>
<tr>
<td>5. Hydrology and Water Quality</td>
</tr>
<tr>
<td>7. Public Services, Utilities, and Recreation</td>
</tr>
<tr>
<td>8. Noise and Vibration</td>
</tr>
<tr>
<td>9. Transportation and Traffic</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 2C: Preparation of an EIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Notice of Preparation</td>
</tr>
<tr>
<td>2. CEQA-Required Assessment Conclusions</td>
</tr>
<tr>
<td>3. Alternatives Analysis</td>
</tr>
<tr>
<td>4. Administrative Draft EIR</td>
</tr>
<tr>
<td>5. Screencheck Draft EIR</td>
</tr>
<tr>
<td>7. Administrative Draft RTC Document</td>
</tr>
<tr>
<td>8. Screencheck Draft RTC Document</td>
</tr>
<tr>
<td>9. Final RTC Document and NOA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHASE 2D: Mitigation Monitoring and Reporting Program</th>
</tr>
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<tbody>
<tr>
<td>Task 2E: Public Hearings</td>
</tr>
</tbody>
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PROJECT MANAGEMENT AND MEETINGS

STAFF AND PROJECT TEAM MEETINGS

EIR ADMINISTRATIVE RECORD

GENERAL PROJECT MANAGEMENT

PHASE 1. PROJECT INITIATION

The following tasks include initial team meetings/strategy sessions, a site visit, and data gathering and evaluation.

TASK 1A. PROJECT INITIATION

The project initiation task for the Country House Memory Care Avenue project will provide an opportunity for the Urban Planning Partners team to collaborate with the City to refine our recommended scope of work and project schedule. We will also complete initial sub-tasks necessary to initiate preparation of the EIR including the Notice of Preparation (NOP) and the Project Description.
1. KICK-OFF MEETING
Urban Planning Partners team will meet with City staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort. We will prepare and circulate an agenda for this meeting. Topics for discussion at this meeting will include:

- Team composition and respective roles of consultants and City staff
- The City’s desired approach to involving various City departments during preparation of the EIR and review of the administrative and screech check drafts (or portions thereof)
- Current project plans
- What should be incorporated in the cumulative scenario
- Viewpoints for visual simulations
- Potential project alternatives
- Project schedule

2. DATA GATHERING & EVALUATION
As part of preparing this proposal, the Urban Planning Partners team has obtained and completed a preliminary review of the following project information from the City:

- November 2, 2017 Project Plan Set
- June 21, 2017 Geotechnical Report Update
- August 29, 2017 Abrams Associates’ Parking Analysis

As necessary to update the 2014 Administrative Draft EIR, Urban Planning Partners will contact responsible agencies and City departments that may have information about the project site or insight into changes in the potential environmental impacts of the project.

3. SITE VISIT/FIELD SURVEY
As one of the initial steps, Urban Planning Partners will undertake a site visit to observe the project site. Urban Planning Partners staff will identify existing conditions, study area features, and confirm information provided in previous studies. We encourage attendance by City staff and the project applicant at our initial site visit to promote cooperation in discussing observations.

4. PROJECT DESCRIPTION
Urban Planning Partners will update the project description based on materials provided by the project applicant.

A draft of the updated project description will be submitted to the project applicant and the City for review and acceptance prior to the Urban Planning Partners team conducting any
updated impact analyses. One round of review of the project description by the City and project applicant is assumed.

**TASK 1B. WORK PROGRAM REFINEMENT**

It may be necessary to refine the scope of work in accordance with information compiled in the above. Following completion of the public comment period and receipt and review of all comments on the NOP, Urban Planning Partners will work with planning staff to refine the scope of work, if necessary, to address any new environmental issues identified in the NOP comments. Urban Planning Partners will present the revised scope of work and budget for review and approval to the City and applicant.

**PHASE 2. ENVIRONMENTAL ANALYSIS**

Urban Planning Partners team will complete an updated analysis of the project’s impacts. We will utilize the 2014 Administrative Draft sections as the base and update as needed. The scope detailed below describes what the end product would be. This is to facilitate the City’s review of this proposal and not require review of both the 2014 Administrative Draft and this proposal to understand what analysis will be included in the environmental document.

**TASK 2A. EFFECTS FOUND TO BE LESS THAN SIGNIFICANT**

Urban Planning Partners anticipates that the project’s impact relative to a number of environmental topics will not be significant including Agricultural and Forest Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Mineral Resources, and Population and Housing.

For each topic we will utilize portions of the 2014 Administrative Draft, as appropriate, and supplement with updates and new analysis as necessary.

We will maintain the format of the 2014 Administrative EIR and the level of discussion will be similar to what would typically be included in an Initial Study, and will be incorporated into the administrative Draft EIR as a stand-alone chapter.

**TASK 2B. TECHNICAL ANALYSIS**

The primary effort for this task will be updating the analysis that was completed in 2014 as needed to account for changes in existing and cumulative conditions and the revised project. The findings of this work will be incorporated into an updated version of the 2014 Administrative Draft

This scope does not include the preparation of separate technical reports; all information and findings will be detailed in the EIR sections, and as appropriate, technical data in appendices to the EIR.
1. AESTHETICS

Urban Planning Partners, together with PreVision Design who will prepare the visual simulations, will prepare an updated analysis of the project’s potential aesthetic impacts to determine the level of significance and recommend mitigation measures, if necessary, to reduce the level of impact.

The client will provide PreVision Design with CAD drawings of the proposed project (if a usable 3D model is provided, a discount will apply) as well as exterior finish information (colors, materials, etc.). Additionally, the client will furnish a CAD site survey and/or a site plan with referenced grade elevations shall be provided in order to accurately locate the building. With this information, PreVision will generate and/or augment the building with the specified colors and materials and place the project model in its accurate site context.

Site Photography
We will perform a site visit to take updated photographs from the viewpoints included in the 2014 Administrative Draft EIR.

Photo Compositing
Using the selected viewpoint photos, PreVision will align the 3D model view to match the perspective and scale of each selected viewpoint photo.

Visual Simulations
Using photoreal rendering techniques, PreVision will generate preliminary photo simulations of the project in each of the viewpoint’s context for the client’s review and comment. Upon approval of these draft views, final views will be generated which will include fine tuning, and photoshop work to clean up foreground and background details.

If the project is found to have potentially significant aesthetic impacts, Urban Planning Partners will identify mitigation measures that will help reduce the aesthetic impact.

2. AIR QUALITY

In accordance with the Bay Area Air Quality Management District’s (BAAQMD’s) CEQA Air Quality Guidelines, BASELINE will evaluate the potential air quality impacts associated with implementation of the proposed project. Based on the size of the project and the BAAQMD’s screening values of significance for congregate care facilities, the proposed project would not emit criteria air pollutants in excess of the BAAQMD’s significance thresholds during either the construction or operational phase of the project. Therefore, no additional evaluation for criteria pollutants would be required.

Based on the previous analysis for the Astoria at Wilder Project, it will be conservatively assumed that emissions of diesel particulate matter during project construction would not pose a significant health risk to nearby sensitive receptors.
3. LAND USE

Development of the proposed project will introduce a new land use to the area. Although no significant land use impacts are anticipated, Urban Planning Partners recommends including this section in the EIR to provide context for document reviewers. Urban Planning Partners will complete the tasks described below to document the land use conditions for the project and to analyze the project relative to the land use significance criteria. Urban Planning Partners will summarize the existing pattern of land uses in the subject project area and its surroundings. A description of the planned land uses relative to the Wilder subdivision and the SR 24 modifications will also be provided.

Based on the land use significance criteria, Urban Planning Partners will assess potential land use impacts. If necessary, mitigation measures to reduce impacts to a less-than-significant level will be recommended.

4. BIOLOGICAL RESOURCES

WRA Environmental Consultants (WRA) will prepare an update to the July 16, 2010 Biological Resources Assessment (Assessment) of the project site for the project sponsor. A letter with an initial update to this Assessment was completed May 30, 2014. This new update to the Assessment will identify any changes in potential sensitive habitat areas, including wetlands and riparian habitats, as well as sensitive plant and animal species that are included on lists prepared by the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and other applicable agencies. The new updated Assessment will also identify general measures that may be taken in order to avoid or minimize any potential impacts that may occur to biological resources identified within the project area.

Urban Planning Partners will utilize the Assessment to update this section of the EIR and provide a brief documentation of the Assessment’s findings relative to the CEQA Significance Criteria. If we find that additional information or analysis is necessary, we will request that WRA provide supplemental information, although we do not anticipate this will be necessary.

5. HYDROLOGY AND WATER QUALITY

The project site is not located within a 100-year flood zone area. Construction of the proposed project would disturb soils, resulting in the potential for erosion and sedimentation, and would involve the use of hazardous materials, such as fuels, paints, and solvents, which, if handled improperly, could degrade stormwater runoff quality. The proposed project would increase impervious surfaces on the project site, which is currently undeveloped. Therefore, the proposed project would have the potential to interfere with groundwater recharge, increase runoff, or substantially alter the existing drainage of the project site. BASELINE will update the discussion of the applicable National Pollutant Discharge Elimination System (NPDES) construction and post-construction requirements completed in the previous EIR analysis, as needed. BASELINE will then evaluate the project’s
proposed approach to NPDES compliance and determine whether potential impacts on water quality would be likely to occur and identify mitigation measures, as necessary, to minimize any identified impacts to a less-than-significant level.

6. GREENHOUSE GAS EMISSIONS
In accordance with the BAAQMD’s CEQA Air Quality Guidelines, BASELINE will evaluate greenhouse gas (GHG) emissions from construction and operation of the proposed project. Based on the size of the project and the BAAQMD’s screening values of significance for congregate care facilities, the proposed project would not emit GHGs in excess of the BAAQMD’s significance thresholds during either the construction or operational phase of the project. Therefore, no additional evaluation for GHG emissions would be required. BASELINE will also evaluate qualitatively the project's consistency with the BAAQMD's Clean Air Plan and the applicable local climate action plan.

7. PUBLIC SERVICES, UTILITIES, AND RECREATION
The project area is currently served by utility lines, and police, fire, park, and school services. Implementation of the proposed project will exert incrementally additional demands on utility and service providers. The net effect of this demand is not anticipated to be significant. Urban Planning Partners will evaluate each service and utility to determine the project's potential effect.

Utilities and public services are provided to the project area by numerous agencies. The EIR will include a concise summary of these agencies, their individual responsibilities, and existing utility and service constraints. Urban Planning Partners will contact each utility and service provider, including recreation, to determine if they have any concerns about providing service to the project. The assessment in the EIR will examine the demand for services generated by the project, and the physical impacts of this demand on existing infrastructure.

8. NOISE AND VIBRATION
The primary existing source of noise in the vicinity of the project site is traffic on SR 24. Therefore, the proposed project could expose future residents of the proposed development to excessive noise levels (this would only be considered a CEQA issue if the project would exacerbate the existing noise environment). In addition, noise and vibration generated during project construction could expose residential receptors located in the vicinity of the project site to excessive noise and vibration. Noise impacts could also occur during the operation of the proposed project because of the increase in vehicular traffic generated by the project and operation of any new outdoor heating and air conditioning equipment. BASELINE will update the previous EIR analysis of the project’s potential noise and vibration impacts. BASELINE will utilize the noise study completed in 2009 for the Astoria at Wilder Project, as well as updated information on the traffic volumes that would be generated by the operation of the proposed project, to evaluate potential operation period noise impacts.
BASELINE would identify mitigation measures, as necessary, to minimize any identified impacts to a less-than-significant level, if feasible.

9. TRANSPORTATION AND TRAFFIC

Abrams Associates will provide a traffic impact analysis of the proposed project and will prepare the environmental documentation for the transportation section and the review of potential transportation impacts for the environmental documents. As part of the analysis it is assumed that new detailed traffic counts will be required at the one existing study intersection. Once the various analyses are completed, a detailed report would be prepared.

The report will follow all applicable requirements and procedures set forth by the City of Orinda and the Contra Costa Transportation Authority and will also address all of the requirements set forth by Caltrans. The following is a list of the specific tasks proposed.

1) The report will clearly define all assumptions for trip generation, trip distribution, timing of transportation improvements and street network changes. Trip Generation and traffic assignment will be based upon ITE's Trip Generation Manual\(^1\), the existing traffic counts, and land use patterns in the area.

2) Based on our initial review of the project two key intersections will need to be included in this analysis. The analysis would also include a review of all project driveways, internal intersections, and any other unsignalized intersections on nearby streets that might be impacted by the project. Below is a preliminary list of the study intersections that was developed based on our initial estimates of the project’s trip distribution. AM and PM peak hour traffic counts will be conducted at all study intersections where adequate data is unavailable. Please note that this is our best estimate of what will be required. However, it should be noted that it is possible that additional intersections or analysis may be required by the City once the staff review the draft report with the latest project trip generation and distribution forecasts. The proposed list of study intersections is as follows:

   1. Wilder Road at the Proposed Project Exit
   2. Wilder Road at the SR 24 Eastbound Ramps

3) The study will include evaluation of the operations at each of the study intersections for six different scenarios:

---

1. Existing Conditions
2. Existing Plus Project Conditions
3. Existing Plus Approved Projects (Baseline Conditions)
4. Baseline Plus Project Conditions
5. Cumulative Conditions (Based on the County Traffic Model)
6. Cumulative Plus Project Conditions

4) The physical characteristics of the area and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, intersection lane configurations, traffic control devices, and surrounding land uses. All planned or programmed roadway changes will be documented.

5) The traffic study will include detailed calculations of the project trip generation, traffic distribution and assignment for the project.

6) The analysis will include a review of access and internal circulation, parking requirements, and bicycle/pedestrian safety.

7) Appropriate mitigation measures will be presented for any significant impacts identified. In addition, a list of any other potential transportation improvement measures will be prepared to further improve traffic operations and access to the area wherever possible. Proportionate share percentages of identified mitigation measures that are attributable to the project will be calculated and presented.

8) Summary figures will be prepared illustrating the existing roadway network, project study intersections and all traffic volumes used in the analysis. All appropriate field data, traffic calculations and reference tables will be provided in the report appendices as required.

TASK 2C. PREPARATION OF AN EIR
The following drafts will be prepared for an EIR.

1. NOTICE OF PREPARATION
Urban Planning Partners will prepare a new NOP for distribution in accordance with CEQA Guidelines and the City's template. The NOP will be prepared in MS Word and include a project description, location map, and outline of the expected environmental topics to be covered in the Draft EIR and a brief description of the topics that will only be discussed under Effects Found not to be Significant. We will be responsible for submitting the NOP to the State Clearinghouse and providing certificate of mailing/delivery to City. The City will be responsible for publishing/circulating the NOP in the local paper and to the responsible
agencies and interested individuals. Following the 30-day comment period, Urban Planning Partners will review all comments and recommend any needed changes to the proposed work program.

Up to two drafts will be prepared in response to City comments. An electronic file of the NOP will be provided to the City for posting on the Department of Planning website and for distribution. Urban Planning Partners will ensure all CEQA public noticing requirements are met by working with City staff.

2. CEQA-REQUIRED ASSESSMENT CONCLUSIONS
Urban Planning Partners will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, including:

- Significant unavoidable environmental impacts;
- Significant irreversible environmental changes; and
- Relationship between local short-term uses of the environment and long-term productivity.

3. ALTERNATIVES ANALYSIS
The Urban Planning Partners team will identify and evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project alternative. The alternatives will be developed in consultation with City staff. The alternatives will be based in part on the significant impacts of the project that are identified during the technical analysis phase of the Draft EIR process.

According to the CEQA Guidelines, alternatives can be evaluated in less detail than the project, and therefore we would propose that the alternatives analysis in the EIR be undertaken at a qualitative level. The discussion will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

4. ADMINISTRATIVE DRAFT EIR
The information developed in Tasks 2A through 2E will be organized into an Administrative Draft EIR. The EIR is expected to include the following components:

- Introduction
- Summary
- Project Description
- Setting, Impacts, and Mitigation Measures
1. SCREENCHECK DRAFT EIR
Upon receipt of the City comments on the administrative draft, Urban Planning Partners will prepare a screencheck draft. A redline version of the draft will be provided, showing the explicit changes made. Urban Planning Partners will provide eight (8) hard copies and one electronic copy of the screencheck draft for review and comment.

2. PUBLIC REVIEW DRAFT EIR
Urban Planning Partners will make any necessary revisions to the screencheck draft and prepare the Draft EIR for publication. We will provide twenty-five (25) printed and bound copies and one camera-ready copy, plus all appendices to the City for distribution. Urban Planning Partners will prepare all public notices associated with the Project review as required under CEQA. However, it is assumed that the City will take responsibility for publishing and circulating notices.

Urban Planning Partners will maintain all materials referenced in the environmental document and promptly provide such materials to City upon City's request.

3. ADMINISTRATIVE DRAFT RESPONSE TO COMMENTS
Immediately following the completion of the 45-day public review period, Urban Planning Partners will meet with City staff to discuss any comments received during the public review period, and the approach to undertake in responding to the comments. Urban Planning
Partners will incorporate public and/or agency comments received on the Draft EIR, and responses to these comments, into one final document for publication and distribution. Eight (8) hard copies and one electronic copy of each administrative draft will be provided to the City for review and comment.

Our budget estimate in Table 5 shows the level of professional effort assumed for this task. Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opposition or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget to cover work beyond the assumed level would be needed.

4. SCREENCHECK DRAFT RESPONSE TO COMMENTS DOCUMENT

Upon receipt of the City comments on the final administrative draft, Urban Planning Partners will consolidate and reconcile comments and prepare a screencheck draft. A redline version of the draft will be provided, showing the explicit changes made. Urban Planning Partners will provide five (5) hard copies and one electronic copy of the screencheck draft for review and comment.

5. FINAL RESPONSE TO COMMENTS DOCUMENT AND NOA

Urban Planning Partners will make any necessary revisions to the screencheck draft and prepare the Final Response to Comments Document for publication. We will provide twenty-five (25) hard copies and one (1) camera-ready copy, including all appendices to the City for distribution. Urban Planning Partners will provide the NOA.

Our budget estimate in Tables 4 and 5 shows the level of professional effort assumed for this task, and includes hourly billing rates for our professional staff. If a level of effort beyond that outlined in Tables 4 and 5 were to become necessary, an adjustment in the budget will be required to cover the additional work.

TASK 2D. MITIGATION MONITORING AND REPORTING PROGRAM

Urban Planning Partners will prepare a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures. We will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. A checklist will be prepared listing these items and providing a column for verification of compliance. A Draft MMRP will be submitted to the City for review with the Response to Comments for the Final EIR.

TASK 2E. PUBLIC HEARINGS

Urban Planning Partners will attend up to two public hearings on the Draft EIR. Urban Planning Partners will be available to make a presentation and document the verbal comments on the Draft EIR. Urban Planning Partners will attend two public meetings on the
RTC Document/Final EIR and will be available to respond to questions as necessary. Additional meetings and/or hearings can be attended upon request on a time-and-materials basis.

PROJECT MANAGEMENT AND MEETINGS

Lynette Dias, Principal-in-Charge, and Annelise Dohrer, Project Manager, will be available to attend working sessions with City staff and the project team. Annelise will coordinate the day-to-day activities associated with the project. Project management tasks include regular client contact; contract management; assistance to team members; schedule coordination; and development of products.

Environmental Impact Report
If an EIR is prepared, in addition to the meetings listed above, we will attend a Draft EIR hearing and four (4) additional meetings with staff.

GENERAL PROJECT MANAGEMENT

Urban Planning Partners will undertake a variety of general project management tasks throughout the EIR preparation period. Annelise, with assistance from Lynette, will provide input on scope, budget, contract negotiation and management, scheduling of the project, and quality assurance for all work conducted. Lynette and Annelise will collaborate on day-to-day activities associated with the project, including regular contact with the City, as necessary. Annelise will also provide direction to all team members to ensure an internally consistent, coherent document. Lynette will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the City with or within administrative draft CEQA documents. Lynette and Annelise will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project. In addition to preparation of the NOP, Urban Planning Partners will also be responsible for the recordation of the Notice of Availability (NOA) of the environmental document and the Notice of Determination (NOD).
2. TIMELINE

The estimated timeline for completing the CEQA review for the CountryHouse Memory Care Avenue project is shown in Table 2. All of these dates will need to be reviewed and approved by City staff.

TABLE 2  PROPOSED PROJECT TIMELINE - EIR

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Responsible Party</th>
<th>Weeks to Complete</th>
<th>Cumulative Weeks</th>
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<tbody>
<tr>
<td>Authorization to Proceed</td>
<td>City</td>
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<td>--</td>
</tr>
<tr>
<td>Project Initiation</td>
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<td>Prepare Administrative Draft EIR</td>
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<td>Review of Administrative Draft EIR</td>
<td>City</td>
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<td>Prepare Screencheck Draft EIR</td>
<td>UPP Team</td>
<td>2</td>
<td>12</td>
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<tr>
<td>Review Screencheck Draft EIR</td>
<td>City</td>
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<td>13</td>
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<td>Publish Public Review Draft EIR</td>
<td>UPP Team</td>
<td>1</td>
<td>14</td>
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<tr>
<td>Public Review Period</td>
<td>--</td>
<td>6</td>
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<tr>
<td>Prepare Admin Draft RTC</td>
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<td>City</td>
<td>2</td>
<td>24</td>
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<tr>
<td>Prepare Screencheck Draft RTC</td>
<td>UPP Team</td>
<td>2</td>
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<tr>
<td>Review Screencheck Draft RTC</td>
<td>City</td>
<td>1</td>
<td>27</td>
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<tr>
<td>Publish Final RTC</td>
<td>UPP Team</td>
<td>1</td>
<td>28</td>
</tr>
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</table>
3. **Estimated Fee**

Our total estimated fee for completion of an EIR set forth in this proposal is **$86,601**.

A detailed breakdown of the estimated fee is provided in Table 3. We will undertake the work on a time-and-materials basis, with an estimated not-to-exceed contract amount without prior authorization.
Exhibit B
Contract Modification
(pages attached)
July 12, 2019

Adam Foster, Senior Planner  
City of Orinda  
afoster@cityoforinda.org

Sent via e-mail

Re: Environmental Review for CountryHouse Memory Care – Contract Modification

Dear Adam,

Urban Planning Partners (UPP) requests approval of a modification to our contract for the CountryHouse Memory Care Project at 1 Wilder Road, as further outlined below.

UPP’s proposed task augments related to:

1) Addressing comments received on the Draft EIR from the public in a Response to Comments document (RTC)
2) Additional budget for public hearings (longer and more hearings anticipated)
3) Extended project schedule requiring more project management time
4) Out-of-scope visual simulations requested by the project sponsor in 2018 (see line item for PreVision Design)
5) Technical scope augments for Baseline, Abrams Associates, and Tom Origer & Associates

Responses to Comments (UPP Only) ($14,050)

Our previous scope assumed a moderate number of comment letters on the Draft EIR, and noted that if an unexpectedly large volume of comments was submitted (e.g., and organized letter-writing campaign by project opposition or a substantial package of comments by a law firm), an adjustment in the budget would be needed.

To date, we have received 19 comment letters that contain over 180 discrete comments, including a 25-page letter from a law firm representing neighborhood residents. We request an additional budget to account for the additional effort needed to draft responses. This fee also accounts for reviewing approximately 50 responses to comments pertaining to hydrology, transportation, and cultural resources that will be drafted by our subconsultants and incorporating them into the primary RTC document. Consistent with our previous scope, this task assumes two drafts of the RTC (administrative and screencheck) and incorporating City comments prior to finalization.
Project Management ($1,120)
Accounts for extra coordination needed to get scopes and budgets from subconsultants, provide direction to subconsultants, manage the schedule, and provide quality assurance. This also accounts for a longer project schedule than anticipated, as our contract originally estimated 7 months to completion from Notice to Proceed.

Public Hearings and Calls ($10,140)
We acknowledge that our initial scope underbudgeted the amount needed under this task, with some of the existing budget already spent on the Draft EIR public hearing. Furthermore, due to the level of public involvement in this project, we anticipate more hearings will be necessary than originally estimated. This budget augment assumes up to 4 hearings (2 Planning Commission hearings and 2 City Council hearings), with an average of 5 hours allocated to each hearing (including travel time). This augment also accounts for 6 hours of calls and meetings with the City and City Attorney’s office to discuss comments and approach.

Responses to Comments (Subconsultants)
Augments to the scopes of technical subconsultants pertaining to the RTC are briefly summarized below.

Abrams Associates ($5,000)
- Responses to 40 comments pertaining to transportation, including issues such as evacuation, crosswalk, construction traffic, and site layout.
- 24-hour week-long machine counts on Wilder Road adjacent to the site to address comments about unanticipated traffic associated with the ball fields in the evenings and on weekends. Abrams has reviewed existing traffic studies associated with the Wilder EIR and addendums and the data available is insufficient to substantiate the needed conclusions.

Baseline ($1,000)
- Responses to comments about site drainage issues.

Tom Origer and Associates ($3,485)
- Archival research at the Northwest Information Center, and at the offices of Tom Origer & Associates.
- Contact with the Native American Heritage Commission (NAHC) and assisting the City of Orinda in drafting letters to meet the requirements of AB-52 consultation.
- Field study of the project area, comprising approximately 1.2 acres. Preliminary documentation on DPR 523 forms will be completed if cultural resources are found.
• Preparation of a written technical report of findings that summarizes the preceding tasks and offers recommendations for the treatment of cultural resources.
• Preparation of a response letter addressing comments from the NAHC.

Additional Visual Sims (PreVision Design) ($3,028)
In 2018, two out-of-scope visual simulations were requested by the project sponsor and were incorporated into the aesthetics analysis in the Draft EIR. The associated contract mod was not processed at that time as we decided to hold off in case our overall budget was able to accommodate this out-of-scope work.

REQUESTED FEE INCREASE

Original Contract Date: April 26, 2018
Original Contract Amount: $86,601
Contract NTE Increase (Requested): $39,104
Contract Amount with NTE Increase: $125,705

Table 1 summarizes the requested contract NTE increase.

Table 1 Components of NTE Increase

<table>
<thead>
<tr>
<th>Task</th>
<th>Requested Increase</th>
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<tbody>
<tr>
<td><strong>UPP</strong></td>
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<tr>
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<td>Screencheck Draft RTC</td>
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<tr>
<td>Final Draft RTC</td>
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<tr>
<td>Project Management</td>
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</tr>
<tr>
<td>Public Hearings and Calls</td>
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<td><strong>UPP Subtotal</strong></td>
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<td><strong>Subconsultants</strong></td>
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<tr>
<td>Baseline</td>
<td>$1,000</td>
</tr>
<tr>
<td>Tom Origer &amp; Associates</td>
<td>$3,485</td>
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<tr>
<td>Abrams Associates</td>
<td>$5,000</td>
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<tr>
<td>PreVision Design</td>
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<tr>
<td>Subconsultant Markup @10%</td>
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<td><strong>Subconsultant Subtotal</strong></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$39,104</strong></td>
</tr>
</tbody>
</table>
Please sign below and return to Urban Planning Partners if the terms of this contract modification request are agreeable. All terms of our original contract would remain in effect. Contact us at (510) 251-8210 with any questions.

Sincerely,

URBAN PLANNING PARTNERS, INC.

Lynette Dias, AICP
Principal-in-Charge

NTE AMOUNT INCREASE
TO $125,705 TOTAL CONTRACT AMOUNT
ACCEPTED AND AUTHORIZED BY:

________________________________________ __________________________
Adam Foster  Date
City of Orinda
Exhibit C
Contract Modification
(pages attached)
April 17, 2020

Adam Foster, Senior Planner
City of Orinda
afoster@cityoforinda.org
Sent via e-mail

Re: Environmental Review for CountryHouse Memory Care – Contract Modification #2

Dear Adam,

Urban Planning Partners (UPP) requests approval of a modification to our contract dated April 26, 2018 for the CountryHouse Memory Care Project at 1 Wilder Road, as further outlined below.

UPP’s proposed task augments are related to:

1) Additional ongoing project management ($1,000)
2) Final Response to Comments document (RTC) document printing ($1,883.83)
3) Addressing any additional comments received on the Draft EIR from the public and preparing slides prior to the next Planning Commission hearing ($5,000)
4) Additional budget for attendance at a Planning Commission hearing ($1,500)
5) Optional tasks:
   a. Preparation of responses to (including presentation slides) any new public comments submitted prior to a potential City Council Hearing ($3,500)
   b. Attendance at a City Council Hearing ($1,500)

REQUESTED FEE INCREASE

Original Contract Amount: $86,601
Contract NTE Increase #1: $39,104
Revised Contract Amount with NTE Increase #1: $125,705
Contract NTE Increase #2: $14,383.83
Revised Contract Amount with NTE Increase #2: 140,088.83

Please sign below and return to Urban Planning Partners if the terms of this contract modification request are agreeable. All terms of our original contract would remain in effect. Please contact us Lynette or Carla at (510) 251-8210 with any questions.
Sincerely,

URBAN PLANNING PARTNERS, INC.

Lynette Dias
Principal-in-Charge

NTE AMOUNT INCREASE
TO $140,088.83 TOTAL CONTRACT AMOUNT
ACCEPTED AND AUTHORIZED BY:

__________________________________________  ______________________
Adam Foster       Date
City of Orinda
AGENDA TITLE: Adoption of Ordinance No. 20-02, Amending Orinda Municipal Code Section 17.3.4 regarding Accessory Dwelling Units (ADU's) in Conformance with State Law

RECOMMENDATION:
Adopt Ordinance No. 20-02, waiving second reading, Amending Orinda Municipal Code Section 17.3.4 regarding Accessory Dwelling Units (ADU's) in Conformance with State Law

BACKGROUND:
At the meeting of May 5, 2020, the City Council introduced Ordinance No. 20-02, Amending Orinda Municipal Code Section 17.3.4 regarding Accessory Dwelling Units (ADU's) in Conformance with State Law

DISCUSSION:
The Staff Report from the May 5, 2020 City Council Meeting is attached to provide an overview.

No changes were made at that meeting.

Ordinance No. 20-02 is on this agenda for consideration of adoption.

FISCAL IMPACT:
None.

ATTACHMENTS:
A. Ordinance 20-02 Permanent ADU Ordinance
B. Staff Report from May 5, 2020 Meeting - ADU Ordinance Introduction

Respectfully Submitted by:
Sheri Smith
City Clerk

Prepared By: Sheri Smith, City Clerk

Approved by:
BEFORE THE CITY COUNCIL OF THE CITY OF ORINDA

Ordinance 20-02

In the Matter of:

An Ordinance Updating City’s Rules Regarding Accessory Dwelling Units

The City Council of the City of Orinda DOES ORDAIN as follows:

SECTION 1.
The City Council of the City of Orinda intends, by adopting this ordinance, to amend § 17.3.4 (Accessory Dwelling Units (ADUs)), within Title 17, Zoning, of the Orinda Municipal Code (OMC) and to make related amendments to § 17.2.3 (Definitions). These amendments are intended to bring Orinda’s regulation of accessory dwelling units into conformance with state law (Government Code sections 65852.2 and 65852.22) and to address potential impacts to neighborhood privacy, the enjoyment of private property, aesthetics and visual resources, and compatibility of accessory dwelling units with residential neighborhoods.

SECTION 2.
The following portions of the Municipal Code are amended as specified below and in Attachment A. Attachment A shows additions with double-underlined text and deletions with strike-out text.

<table>
<thead>
<tr>
<th>Municipal Code Provision</th>
<th>Action</th>
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<tbody>
<tr>
<td>§17.2.3</td>
<td>Amendments as shown in Attachment A.</td>
</tr>
<tr>
<td>§17.3.4</td>
<td>Amendments as shown in Attachment A.</td>
</tr>
</tbody>
</table>

SECTION 3.
A. The purpose of this ordinance is to bring the OMC into conformity with state law on ADUs, including Senate Bill 13 and Assembly Bills 881 and 68 (2019), which amended Government Code § 65852.2.

B. ADUs provide a community benefit by expanding the number and type of residential facilities available and assist ADU owners by providing additional affordable space for housing friends/family and/or revenue that may be used for maintenance, upgrades and other costs.

C. If not regulated, ADUs can create nuisances such as overcrowding, illegal vehicle parking, traffic-flow disruptions, and risks to public safety. The restrictions of this ordinance are necessary to prevent a burden on City services and potential adverse impacts on residential neighborhoods posed by ADUs.
D. This Ordinance makes permanent the provisions of the urgency ordinance 19-11, adopted in 2019, regarding regulations for accessory dwelling units. Urgency Ordinance 19-11 is repealed as of the effective date of this Ordinance.

E. If not regulated, accessory dwelling units can create nuisances including noise, light and air disruption, and privacy concerns. The restrictions of this ordinance are necessary to prevent potential adverse impacts on residential neighborhoods posed by unregulated accessory dwelling units.

SECTION 4.
If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such a decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance irrespective of the invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

SECTION 5.
This ordinance is consistent with the Orinda General Plan.

SECTION 6.
The City Council finds that this ordinance is exempt from the California Environmental Quality Act under Public Resources Code section 21080.17, as it implements the provisions of Government Code section 65852.2.

SECTION 7.
This ordinance becomes effective thirty (30) days after adoption. On that date, Urgency Ordinance 19-11 is repealed.

SECTION 8.
The City Clerk shall either (a) have this ordinance published once within fifteen (15) days after adoption in a newspaper of general circulation, or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five (5) days before its adoption and again within fifteen (15) days after adoption.

SECTION 9.
Following a duly-noticed public hearing, the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Orinda held on May 5, 2020 and was adopted and ordered published at a regular meeting held on May 19, 2020 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

____________________________
Darlene K. Gee, Mayor

ATTEST:

____________________________
Sheri Marie Smith, City Clerk
17.3.4 – Accessory Dwelling Units (ADUs).

A. Purpose. The purpose of this section is to comply with state law regarding accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) [California Government Code Sections 65852.2 and 65852.22].

B. Limited Review (Ministerial):

1. Category One ADU - No New Floor Area. Any ADU that is wholly contained within the existing space of a single-family dwelling or accessory structure shall meet the following development standards and use restrictions:

   a. The unit is located in an RVL-E, RVL, RL-40, RL-20, RL-15, RL-12, RL-10, RL-6, or PD zoning district.

   b. Only one (1) ADU is permitted per lot.

   c. The ADU has exterior access independent from the existing residence.

   d. The existing single-family dwelling or accessory structure has side and rear setbacks sufficient for fire safety. If the existing residence or structure complies with the City’s setback requirements as described in Chapter 17.4, it shall automatically meet this standard. No setback shall be required for an existing garage that is converted to an ADU.

   e. The ADU complies with applicable building codes and health and safety regulations; however, the ADU is not required to provide fire sprinklers if fire sprinklers are not required for the single-family dwelling.

   f. The single-family dwelling or accessory structure was constructed in compliance with all then-applicable City requirements or was in existence on January 1, 2017.

Streamlined ADUs. Pursuant to California Government Code Section 65852.2(e), the City shall approve the following streamlined ADUs if the specified development standards and use restrictions are met:

1. All Streamlined ADUs and JADUs.

   a. The unit is located in an RVL-E, RVL, RL-40, RL-20, RL-15, RL-12, RL-10, RL-6, PD, or RM zoning district.

   b. The unit complies with applicable building codes and health and safety regulations; however, the unit is not required to provide fire sprinklers if fire sprinklers are not required for the primary dwelling.
c. The unit may be rented in full or in part for the purpose of overnight lodging for terms of thirty (30) or more consecutive days, but it shall not be rented for overnight lodging for shorter terms, notwithstanding anything to the contrary in the City’s short-term rental regulations (see section 17.3.12). Neither the primary dwelling nor the ADU or JADU shall be sold or otherwise conveyed separately from the other unit, except pursuant to California Government Code Section 65852.26.

d. If the unit is connected to an onsite water system, a percolation test has been completed within the last five (5) years, or if the percolation test has been recertified, within the last ten (10) years.

2. Within Existing Space (Single-Family) – ADUs and JADUs.

a. The lot on which the ADU or JADU is located contains an existing or proposed single-family dwelling.

b. Only one (1) ADU or JADU is permitted per lot unless one (1) JADU is permitted pursuant to this Subsection (B)(2) and one (1) ADU is permitted pursuant to Subsection (B)(3).

c. The ADU or JADU has exterior access independent from the existing residence.

d. The existing single-family dwelling or accessory structure has side and rear setbacks sufficient for fire and safety. If the existing residence or structure complies with the City’s setback requirements as described in Chapter 17.4, it shall automatically meet this standard.

e. If an ADU is proposed, it is within the proposed space of a single-family dwelling, the existing space of a single-family dwelling or accessory structure, or requires an addition of no more than 150 square feet to an existing accessory structure to accommodate ingress and egress.

f. If a JADU is proposed, it complies with the requirements of California Government Code Section 65852.22.

3. Detached, New Construction (Single-Family) – ADUs

a. The lot on which the ADU is located contains an existing or proposed single-family dwelling.

b. The lot on which the ADU is located does not contain another ADU, but may contain a JADU permitted pursuant to Subsection (B)(2).
c. The ADU is detached from the single-family dwelling.

d. The ADU is new construction.

e. The ADU is located at least four (4) feet from the side and rear lot lines, is no greater than eight-hundred (800) adjusted square feet in floor area, and has a height of no more than sixteen (16) feet.

4. Within Existing Space (Multifamily) – ADUs

a. The lot on which the ADU is located contains an existing multifamily dwelling.

b. The ADU is located within a portion of the multifamily dwelling structure that is not used as livable space.

c. The total number of ADUs within the dwelling structure does not exceed twenty-five (25) percent of the existing number of primary dwelling units within the structure, provided that all multifamily dwelling structures shall be permitted at least one (1) ADU pursuant to this Subsection if the other standards are met.

5. Detached, New Construction (Multifamily) – ADUs

a. The lot on which the ADU is located contains an existing multifamily dwelling.

b. The ADU is detached from the multifamily dwelling.

c. The ADU is located at least four (4) feet from the side and rear lot lines and has a height of no more than sixteen (16) feet.

d. No more than two (2) ADUs shall be permitted per lot pursuant to this Subsection.

C. 2. Category Two ADU - New Floor Area. Any ADU that involves the addition of square footage to an existing single-family dwelling or accessory structure or is proposed in conjunction with a new single-family dwelling All Other ADUs. Any ADU that does not meet the standards for streamlined ADUs in Subsection (B) shall meet the following development standards and use restrictions:

1. a. The ADU is located in an RVL-E, RVL, RL-40, RL-20, RL-15, RL-12, RL-10, RL-6, PD, or RM zoning district.

2. b. The lot on which the ADU is located contains an existing or proposed single-family primary dwelling.
3. The lot on which the ADU is located does not contain another ADU or JADU.

4. The ADU meets all other applicable requirements of this code that do not involve discretionary review including, but not limited to, building height, setback, water channel setback, tree removal, ridgeline and environmental preservation overlay, payment of applicable fees, and building code requirements; however:

   a. i. Passageways. To the extent required by California Government Code Section 65852.2, no passageway is required in conjunction with the construction of an ADU.

   ii. If the proposed ADU is an addition to an existing private garage:

      A. No setback shall be required for any portion of the existing garage that is converted to the ADU; and

      B. Standard setbacks shall apply to the new floor area, unless the ADU is constructed above the existing private garage, in which case the side and rear setbacks for the ADU shall not be less than five (5) feet.

   b. Setbacks.

      i. No setback is required for an ADU located within existing living area or an existing accessory structure, or an ADU that replaces an existing structure and is located in the same location and to the same dimensions as the structure being replaced.

      ii. For all other ADUs, the required setback from side and rear lot lines shall be no more than four (4) feet.

   c. Building Heights.

      i. Attached ADUs. In the area between the setbacks applicable to the primary dwelling and the setbacks applicable to the ADU, the ADU shall be limited to sixteen (16) feet in height. Otherwise, the height limits applicable to the primary dwelling apply.

      ii. Detached ADUs. All detached ADUs, except those located wholly or partially above a private garage, shall be limited to sixteen (16) feet in height. Detached ADUs located wholly or partially above a private garage shall be limited to sixteen (16) feet in height in the area between the setbacks applicable to the primary dwelling and
the setbacks applicable to the ADU and otherwise limited by the height limits applicable to the primary dwelling.

d. iii. Fire Sprinklers. The ADU is not required to provide fire sprinklers if fire sprinklers are not required for the single-family primary dwelling.

e. Parking.

i. One (1) all-weather surface, off-street parking space measuring at least nine (9) feet by nineteen (19) feet shall be provided for the ADU.

ii. The required parking space may be located as a tandem space in an existing driveway or in the required setbacks. "Tandem parking" means that two (2) or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

iii. The above parking requirements shall not apply:

A. To an ADU that is located within one-half (0.5) mile walking distance of public transit, defined as an existing BART or public bus stop;

B. To an ADU that is located within an architecturally and historically significant historic district;

C. To an ADU that is part of a proposed or existing primary dwelling unit or accessory structure;

D. When on-street parking permits are required but not offered to the occupant of the ADU; or

E. To an ADU that is located within one (1) block of the designated pick-up or drop-off location of a car-share vehicle, where such vehicle is owned by a car-sharing company.

f. Skirt walls. Any skirt wall developed in conjunction with an ADU shall be less than six (6) feet in height.

5. e. The ADU may be rented, but it shall not be sold or otherwise conveyed separate from the single-family primary dwelling except pursuant to California Government Code Section 65852.26.
f. The ADU is either attached to (including partially within) or detached from the proposed or existing single-family dwelling and located on the same lot as the proposed or existing single-family dwelling.

6. g. Maximum size. The floor area limits in Section 17.6.2 of the Orinda Municipal Code shall not apply. An ADU shall meet all of the following requirements:

   a. Pursuant to California Government Code Section 65852.2(c), the floor area shall not exceed eight hundred and fifty (850) adjusted square feet (studio or one bedroom) or one thousand (1,000) adjusted square feet (more than one bedroom); and

   b. Compliance with any other maximum size requirements contained in any applicable development agreement or other similar, lot-specific restriction on maximum size, provided that such requirements shall not be used to reduce the ADU below eight hundred (800) adjusted square feet.

   i. An attached ADU shall meet all of the following requirements:

   A. The floor area shall not exceed fifty (50) percent of the existing or proposed single-family dwelling living area, with a maximum floor area of one thousand two hundred (1,200) adjusted square feet; and

   B. Compliance with the floor area requirements in Section 17.6.2 and any other applicable maximum size requirements (e.g., requirements in any applicable development agreement).

   ii. A detached ADU shall meet all of the following requirements:

   A. The floor area shall not exceed one thousand two hundred (1,200) adjusted square feet; and

   B. Compliance with the floor area requirements in Section 17.6.2 and any other applicable maximum size requirements (e.g., requirements in any applicable development agreement).

   c. iii. For determining compliance with this Subsection, floor area shall be calculated pursuant to Section 17.6.3 and Section 17.6.4 of the Orinda Municipal Code.

h. Parking.
i. One (1) all-weather surface, off-street parking space measuring at least nine (9) feet by nineteen (19) feet shall be provided for the ADU.

ii. The required parking space may be located as a tandem space in an existing driveway or in the required setbacks. "Tandem parking" means that two (2) or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

iii. The above parking requirements shall not apply:

A. To an ADU that is located within one-half (0.5) mile of public transit, defined as an existing BART or public bus stop;

B. To an ADU that is located within an architecturally and historically significant historic district;

C. When on-street parking permits are required but not offered to the occupant of the ADU; or

D. To an ADU that is located within one (1) block of the designated pick-up or drop-off location of a car-share vehicle, where such vehicle is owned by a car-sharing company.

i. Any skirt wall developed in conjunction with an ADU is less than six (6) feet in height.

D. 3. Within one hundred and twenty (120) sixty (60) days of receipt of a complete application, the Planning Director shall ministerially process for approval any application for a building permit for a Category One or Category Two ADU or JADU that meets all the criteria in this Section.

E. Combination Proposals.

1. When an ADU is proposed in conjunction with— but it can be constructed independent of— another proposal for which City approval is required under this Code (e.g., new garage, new single-family residence, substantial addition to an existing residence), the following options apply:

a. The applicant may elect to have the City process the ADU separate from and concurrently with the other proposal(s). If the applicant makes this election, the streamlining described in this Section would apply to the ADU and the City’s otherwise applicable regulations would apply to the
other proposal(s). Because ADUs are processed in a streamlined fashion by virtue of their construction on a lot with a primary residential unit, occupancy of a new ADU will be legal only if a primary residential unit is present on the same lot.

b. The applicant may elect to submit the ADU and other proposal(s) for combined review by the City. If the applicant makes this election, he or she voluntarily foregoes the regulations described in this Section and the City's otherwise applicable regulations apply.

2. When an ADU or JADU is proposed in conjunction with—and it cannot be constructed independent of—another proposal for which City approval is required under this Code (e.g., new garage, new single-family residence, substantial addition to an existing residence), the following options apply:

a. The applicant may elect to have the City process the ADU or JADU separate from the other proposal(s). If the applicant makes this election, the streamlining described in this Section would apply to the ADU or JADU proposal after the applicant obtains City approval for the other proposal(s) on which ADU or JADU construction depends. Because ADUs are processed in a streamlined fashion by virtue of their construction on a lot with a primary residential unit, occupancy of a new ADU will be legal only if a primary residential unit is present on the same lot.

b. The applicant may elect to submit the ADU or JADU and other proposal(s) for combined review by the City. If the applicant makes this election, he or she voluntarily foregoes the regulations described in this regulation and the City’s otherwise applicable regulations apply.

3. No certificate of occupancy will be issued for an ADU prior to issuance of a certificate of occupancy for the primary dwelling.

F. D. Non-Compliant Proposals. If the above requirements for a Category One or Category Two ADU, above, are not met, the proposed ADU cannot be approved under this Section. Notwithstanding the foregoing, any other contrary provisions of this Code, applicants may seek a variance for an ADU in accordance with Chapter 17.33 but not an exception in accordance with Chapter 17.32 seek approval of the unit, addition, or renovation under the City’s generally applicable standards and procedures.

G. E. Converted Parking. Notwithstanding any other provision of this code, when a private garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an ADU, the spaces are not required to be replaced, as required by California Government Code Section 65852.2(a)(1)(D)(xi). When a private garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an ADU, the spaces contained in such structures shall be replaced to the extent they are required to meet the numerical parking...
requirements in Section 17.16.2. The replacement spaces may be located in any configuration on the same lot as the ADU, including, but not limited to, enclosed spaces, unenclosed spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. Compliance with this subsection may result in the loss of covered parking associated with a single-family dwelling, for which an exception shall not be required.

H. Fees. No impact fees, as defined in California Government Code Section 65852.2(f)(3)(B), shall be imposed on ADUs smaller than seven hundred and fifty (750) adjusted square feet. Impact fees for all other ADUs shall be charged proportionately in relation to the square footage of the primary dwelling unit.

I. Existing Accessory Dwelling Unit. An existing ADU may be enlarged or modified only in accordance with the requirements of this Section.

J. Density. To the extent required by California Government Code Section 65852.2, an ADU or JADU built in conformance with this Section does not count toward the allowed density for the lot upon which the ADU or JADU is located.

K. General Plan and Zoning Designations. ADUs and JADUs are residential uses that are consistent with the City’s existing general plan and zoning designations for lots located in the RVL-E, RVL, RL-40, RL-20, RL-15, RL-12, RL-10, RL-6, PD, or RM zoning districts.

17.2.3 - Definitions

..."Accessory dwelling unit” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing single-family primary dwelling. It shall include permanent provisions for living, sleeping, eating, cooking (see definition of kitchen), and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined in Health and Safety Code § 17958.1.
2. A manufactured home, as defined in Health and Safety Code § 18007.

This definition is intended to match that in California Government Code Section 65852.2(j)(1).

"Junior accessory dwelling unit” means a residential unit that is no more than five-hundred (500) square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. This definition is intended to match that in California Government Code Section 65852.22(h)(1).
AGENDA TITLE: Amendments to Section 17.3.4, and Related Portions, of the Orinda Municipal Code, regarding Accessory Dwelling Units (ADUs) in Conformance with State Law

RECOMMENDATION:
Introduce Ordinance 20-02, and waive first reading, of an Ordinance Amending Orinda Municipal Code Section 17.3.4 regarding Accessory Dwelling Units (ADUs) in Conformance with State Law.

BACKGROUND:
Draft Permanent Ordinance Regulating ADUs. For this agenda item, the City Council is considering Draft Ordinance 20-02, which updates the City’s rules regarding Accessory Dwelling Units (ADUs) and is included herein as Attachment A. As explained below, the City Council has considered this issue both in terms of an urgency ordinance passed late last year, and at a hearing on the permanent ordinance that was continued after providing direction to staff. State legislation passed in 2019 spurred the need for new local regulations for ADUs.

Existing (pre-urgency ordinance) Rules. In 2016 and 2017, Governor Brown signed into law several pieces of legislation limiting local control over the regulation of ADUs. In response to the changes in state law and after Planning Commission input, the City Council adopted Ordinances No. 17-03 and 18-02 (the latter amended the former based on new requirements). Reflecting these two ordinances, the Orinda Municipal Code (OMC) includes the following rules regarding ADUs:

1. Allows ADUs in all single-family, multifamily and other Orinda zoning districts, such as open space, that allow single family residences.
2. Provides for ministerial approval of ADUs that are wholly contained within existing structures and meet other standards, as provided by current Government Code §65852.2(e).
3. Imposes non-discretionary standards on ADUs, including generally applicable standards related to building height, setback, building code, and maximum size.
4. Does not impose parking requirements where ADUs are located in areas specified in current Government Code §65852.2(d).
5. Permits only one ADU per lot.
6. Establishes a maximum size of 1,200 square feet or 50 percent of the existing living area (if attached), whichever is less.

8. Permits replacement parking to be met through covered spaces, uncovered spaces, tandem spaces, or use of mechanical automobile parking lifts, with a maximum of one parking space required per ADU. ¹

9. Provides for streamlined approval to an ADU proposed to be built concurrently with a single-family dwelling unit.

10. Allows an ADU of any size if constructed entirely within an existing single-family residence.

11. Allows zero setback (subject to fire safety) for ADUs within legally-constructed garages and accessory structures.

New State Legislation (2019). Despite the restrictions on local control already imposed in 2017 and 2018, the state legislature has continued to pursue even greater production of ADUs. Consequently, during the 2019 legislative session, Governor Newsom signed into law a number of new bills related to ADUs, including Assembly Bill (AB) 68, AB 881, and Senate Bill (SB) 13 (2019 ADU Laws). Much like the 2017 and 2018 versions, these laws are convoluted and difficult to interpret, but indicate a clear intent to limit local control even further. We anticipate that the legislature may consider further clean-up legislation and that the California Department of Housing and Community Development will issue interpretive guidance in early 2020.

As described in more detail below, this new legislation covers a broad range of issues including minimum setbacks, maximum size, and the number of ADUs allowed per lot. The 2019 State changes in ADU Laws were effective January 1, 2020.

DISCUSSION:

Urgency Ordinance 19-11. In order to prevent a “gap” in ADU regulations on January 1, 2020 (when State ADU rules regarding ADUs took effect), on December 19, 2019, the City Council adopted Urgency Ordinance 19-11 (see Attachment B for minutes), temporarily making the following uncodified changes to the City’s ADU rules:

- Allows “Streamlined” ADUs that are not subject to the City’s standard non-discretionary standards, such as Floor Area Ratio (FAR) regulations, height limits, parking requirements, or environmental protection overlays. There are four types of streamlined ADUs:
  - (1) ADUs or Junior ADUs (JADUs) within existing single family dwellings or accessory structures;
    - New regulations also allow ADUs that require small (<150 sq. ft.) additions to accessory structures to accommodate ingress/egress under this category.

¹ There are exceptions to this the parking requirement. For instance, no parking requirements shall be imposed for an ADU that is located within one-half mile of a public transit.
Under current rules, only one ADU is allowed per residential lot. The new regulations will allow an ADU plus a “Junior ADU” or “JADU,” in addition to the main residence, on a single parcel. Current regulations only allow one ADU per lot.

As defined in California Government Code Section 65852.22, a JADU can be no larger than 500 square feet and must be “contained entirely within a single-family structure.”

- (2) New, detached ADUs on lots with single family dwellings;
  - Under current code, an ADU must conform to the setbacks required for the main structure. New regulations decrease rear and side yard setbacks to 4’ provided that the height of the ADU structure does not exceed 16’.
  - To qualify under this “streamlined” category, detached ADUs must be smaller than 800 sq. feet.
- (3) ADUs within existing, non-living space within a multifamily dwelling (up to 25% of the number of existing units); and
  - (4) Up to 2 new, detached ADUs on lots with multifamily dwellings.
  - No short-term rentals can be allowed in any streamlined ADU.

- Allows “Standard” ADUs that are subject to the City’s standard non-discretionary standards, such as FAR regulations, height limits, parking requirements, or environmental protection overlays, with certain state-mandated modifications.
  - Side and rear yard setback requirements are limited to 4’ for new construction, and are eliminated for conversions or replacement structures.
  - The maximum size for these ADUs is 850 square feet for a one bedroom and 1,000 square feet for a unit with more than one bedroom. This would replace the 1,200 square foot maximum in the existing code. FAR cannot be used to reduce the ADU below 800 sq. ft.
  - ADUs continue to require 1 parking space per ADU, except for units that are located within one-half mile walking distance from transit, that are part of a new single-family residence, or that meet other state-specified conditions. The City can no longer require replacement parking when a garage is converted to an ADU.
  - Sets a maximum 16’ building height for any portion of an ADU located within the side or rear setback required by the underlying zone, but not less than 4’ from the property line.

- Eliminates impact fees for units that are smaller than 750 square feet and imposes a proportionality requirement of fees for units that are larger than 750 square feet.
- Reduces processing time from 120 days to 60 days.

Planning Commission Recommendation. Per State law, Planning Commissions are required to consider new non-urgency land use regulations at a duly noticed public hearing and make a recommendation to the City Council prior to Council adoption (see Attachment C for the minutes). Given that most of the proposed regulations implement State requirements, the Commission focused on the limited discretion for ADUs allowed by the State. These issues, and the Commission’s recommendations, are summarized in the below table.
As noted in the table, the Commission recommends that all detached ADUs be limited to 16’ in height.

**Ordinance 20-02 Amending OMC 17.3.4.** Ordinance 20-02 codifies the adopted urgency ordinance. It also contains a clarification that ADUs which do not meet the ADU criteria require a Variance permit (which is consistent with how the existing rules have been interpreted).

On March 3, 2020, the City Council considered Draft Ordinance 20-02 and, after a discussion of the proposed rules, and provided further direction to staff regarding potential changes to consider (see Attachment D for minutes). The main guidance from the City Council was to consider a design review requirement that would be triggered if an ADU exceeds 16’ in height. This change would address the concern expressed by the Planning Commission while also allowing a way for ADUs to exceed 16’ if approved through a discretionary process. There was also some discussion of allowing larger structures with a discretionary design review process, and a desire expressed to allow ADUs to exceed 16’ if constructed over a garage.

The 16’ height limit is prescribed by State law; communities may allow ADUs with a higher maximum height limit, but may not set the maximum height lower than 16’. Staff has conducted further research on this issue, and has determined that state law, though unclear, likely no longer permits cities to apply discretionary design review to any ADUs, as defined under state law. For that reason, the revised draft does not include a separate discretionary process for ADUs over 16’, and removes all references to Floor Area Ratio (FAR), including the design review trigger that currently applies when non-streamlined ADUs result in an exceedance of the maximum FAR for a lot.

Also, although state law is unclear, the City likely would be permitted to apply discretionary design review to larger non-ADU accessory structures. Currently these
Structures must comply with the minimum setbacks for the underlying zone and have a maximum height of 27' (the same height limit as the main structure). At the March 3, 2020 City Council meeting, it appeared that some Councilmembers might be interested in revising these rules to establish a maximum height limit of 16’ for these non-ADU accessory structures, with a discretionary process required to go above that height. Upon further direction from Council, staff could develop a separate “larger accessory structure” ordinance that may achieve that goal and make the City’s accessory structure regulations more consistent with the ADU ordinance per Council’s discussion.

The Council also expressed interest in a landscape screening requirement for ADUs that were near a property line. Staff also researched this issue and determined that, based on State law, it is not possible to require landscape screening for ADUs.

Working within the aforementioned legal constraints and based on guidance provided at the March 3, 2020 hearing, the draft ordinance has been revised to include the following provisions for detached ADUs:

- Maximum height of 16’ for detached ADUs unless the design of the ADU is over a garage;
- Maximum height of 27’ for detached ADUs located over a detached garage;
- Under all circumstances, maximum height of 16’ for any portion of an ADU located within minimum setbacks required for the underlying zone; and
- No design review trigger for ADUs, even if the ADU results in exceeding the maximum FAR for the lot.

CEQA:  
The proposed code amendments are exempt from CEQA under Public Resources Code §21080.17, as they implement the provisions of Government Code §65852.2.

NEXT STEPS:  
If introduced on May 5, this ordinance will return to the Council for second reading and adoption on May 19.

FISCAL IMPACT:  
None.

ATTACHMENTS:  
A. Ordinance 20-02 Updating the City’s Rules regarding Accessory Dwelling Units (ADUs)  
B. Excerpt of 12-19-2019 City Council Minutes re ADU Urgency Ordinance  
C. Excerpt of Planning Commission Minutes for January 28, 2020 re ADU Ordinance  
D. Excerpt of March 3, 2020 City Council Minutes re ADU Ordinance

Respectfully Submitted by:  
Drummond Buckley  
Director of Planning
Prepared By: Drummond Buckley, Director of Planning

Approved by:

Steve Salomon, City Manager 4/29/2020
AGENDA TITLE: Authorize Contract Amendment No. 1 with Swinerton Management & Consulting for Construction Management Services for the 2019 Annual and Measures J & L Pavement Rehabilitation and Glorieta Boulevard Safe Route to School projects (Project No. 4119, 4120, 4131) And Approve Project Budget Adjustment

RECOMMENDATION:
Staff recommends that the City Council 1) Authorize the City Manager and City Clerk to execute the contract amendment Contract Amendment No. 1 with Swinerton Management & Consulting (Attachment A) on behalf of the City, subject to approval as to form by the City Attorney; and 2) Approve the Project Budget Adjustment as discussed in the report (Attachment B).

BACKGROUND: In Spring 2019, City staff solicited and evaluated proposals for construction management services for the 2019 Annual and Measures J & L Pavement Rehabilitation project. On May 21, 2019, the City Council approved a contract with Swinerton Management & Consulting (Swinerton) for a contract amount of $424,254. The City Council authorized total contract expenditures up to $487,890 which included a 15% ($63,636) contingency budget.

DISCUSSION:
The amount of services provided by Swinerton for these projects have reached the total authorized amount including the contingency. Based on the need to perform additional remaining work, the City Council is requested to authorize a contract amendment. This will provide Construction Management and Inspection Services for the remaining unfinished project scope of work. The need for the additional services are described below.

The construction of the 2019 Annual and Measures J & L Pavement Rehabilitation and Glorieta Boulevard Safe Route to School Projects started on July 8, 2019 and was scheduled to be completed by January 2, 2020 based on an original contractual duration of 120 working days. The project is being extended until July/August 2020 (contingent on when the COVID-19 shelter in place order is lifted in May 2020) due to the following factors:

Additional Work/Unforeseen Issues
- Glorieta Boulevard Project - additional efforts to correct the roadway slope and grades at the pathway.
- Additional/Expanded base failure repairs on Slurry Seal streets.
• Unforeseen additional storm drain work on Ironbark Circle to correct a drainage issue on the road.
• Unforeseen storm drain work on both Miner Road and Diablo View Drive.
• Additional pavement replacement along the St. Stephens overpass due to repeated concerns from the residents.
• Contract change order to upgrade all existing non-standard monuments on slurry seal streets with current City Standard monuments which significantly increased the bid quantity and consequently added inspection time to the contract.
• Additional swales and dikes / berms were installed.

Regulatory Delays
• Regulatory agency permits were delayed for the project construction a whole year until 2020. The storm drain work on Daryl Drive can start after June 15, 2020 per the recently approved permit.
• Project is currently on hold due to COVID-19 shelter in place restrictions on all non-essential field work.

Issues Related To Contractor
• DeSilva Gates’ subcontractor for storm drain work, adjusting utilities and monuments could not maintain their schedule and production, and eventually requested to be relieved of the project, thus other subcontractors were brought in to complete the work. This required the project team to review the incomplete work again with DeSilva Gates and their new subcontractors to ensure that all remaining work would be completed properly. The substitution of subcontractors also significantly impacted the overall project schedule.

• Revising some of the open trench storm drain work to pipe lining in order to maintain the Contractor’s original paving schedule for the slurry streets. This impacted the schedule by having the storm drain lining now taking place at the end of the project. Some of the storm drain work on the overlay streets was also changed to lining due to the storm drain subcontractor’s inability to perform the work on time.

• Additional field inspections and special inspection due to DeSilva Gates Construction working overtime on Saturdays and having multiple paving crews to finish the paving of all the streets before the rainy season.

• Numerous street sections paved by DeSilva Gates have been exhibiting surface raveling and has required additional detailed field inspections. This will also require the contractor to address these performance issues with new asphalt which will require additional inspection, evaluation, and negotiation.

City Staff have negotiated with Swinerton the anticipated additional hours of work needed for inspection, testing services, and construction management until the entire project is completed by DeSilva Gates. Since a portion of the additional Swinerton inspection and construction management is directly related to DeSilva Gates (and their subcontractor), City Staff has negotiated with DeSilva Gates Construction to cover
$62,000 of these costs. The City will deduct this amount from a future progress payment to reimburse the City for DeSilva Gates’ approximate proportional impacts to Swinerton’s additional workload.

Staff recommends that the City Council review and approve Contract Amendment No. 1 between the City of Orinda and Swinerton. The proposed amendment addresses three items:

1) Revises the scope of work to add the work described above;

2) Extends the date for contract completion of work from December 31, 2019 to December 31, 2020; and

3) Provides for an increase of $178,364 in the maximum authorized contract payable (Includes base contract and authorized contingency). As noted above DaSilva Gates will be contributing $62,000 towards the increase, resulting in a net additional cost to the City of $116,364 for the additional work.

The original DaSilva Gates construction bid price for the 2019 Annual and Measure J and L and Glorietta Boulevard Safe Route to School Projects (Project No. 4119, 4120, and 4131) was $12,145,651. Based on industry standard, the cost of Construction Management and Testing is typically between 7% and 10% of the construction cost. The total Construction Management cost including this amendment, is $666,254 which represents 5.5% of the construction bid price.

FISCAL IMPACT:
A total of six different funding sources are being used to complete the three projects. While the combined total cost including the Construction Cost and the Construction Management contract amendment is below the total approved $14.4 million budget. The City Council appropriates each fund separately and there are expected variances between the different funding sources. It is appropriate for the City Council to approve a Budget Adjustment. Staff have prepared a Budget Adjustment (Attachment B), which adjusts the funding as shown below:

Fiscal Year 2019 -2020 Budget Adjustment
For 3 Projects Underway With DiSilva Gates Construction
The proposed changes are consistent with adjustments being made to the proposed CIP and there are sufficient balances in each Fund to accommodate the budget adjustments.

**NEXT STEPS:**
Upon authorization by the City Council, Swinerton will sign the amendment and return to City staff for the City Manager to execute Contract Amendment No. 1 for construction management services for the 2019 Annual and Measures J & L Pavement Rehabilitation and Glorietta Boulevard Safe Route to School projects (Project No. 4119, 4120, and 4131). The Finance Staff will post the proposed Budget Adjustment to the City Financial records.

**ATTACHMENTS:**
A. Contract Amendment No 1 - Swinerton CM 2019 Paving  
B. Budget Adjustment

Respectfully Submitted by:  
Larry Theis
Assistant City Manager/PW
Director

Prepared By: Farah Khorashadi, Paving Program Project Manager

Approved by:

Steve Salomon, City Manager 5/13/2020
CITY OF ORINDA
AMENDMENT No. 1 TO SERVICES CONTRACT

Swinerton Management & Consulting (“Provider”) and the City of Orinda (“City”), a municipal corporation, previously entered into a contract with an effective date of May 30, 2019 relating to the 2019 Annual and Measures J & L Pavement Rehabilitation Project and Glorietta Boulevard Safe Route to School Projects (Project No. 4119, 4120, 4131). Section 18 of that agreement provides, that “No waiver, modification or termination of this agreement is valid unless made in writing.”

City and Contractor mutually agree to amend the agreement as follows:

1. Replace Section 2.a “Duties of Provider” as follows:
   a. Provider agrees to perform services described in Exhibit A and Exhibit A-1, which is attached to this agreement and Amendment No. 1 and incorporated by this reference. Provider agrees to perform these services diligently in accordance with the standards of its profession and to City’s satisfaction. Provider promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services described in this agreement.

2. Replace Section 3.c “Time of Performance” as follows:
   c. The services of Provider shall begin no sooner than the effective date and shall continue until all work is approved by City. All work shall be completed no later than December 31, 2020.

3. Replace Section 4.a “Compensation” as follows:
   a. City agrees to pay Provider at the rates described in Exhibit A and Exhibit A-1, not to exceed a maximum contract price of $666,254 for all services performed under this agreement.

In all other respects, the agreement shall remain unchanged and in full force and effect.

City of Orinda

City Manager

Date

Attest

City Clerk

Approved as to form

Swinerton Management & Consulting

Date

Printed Title

Printed Name
CITY OF ORINDA  
BUDGET CHANGE FORM FISCAL YEAR 2019/2020

<table>
<thead>
<tr>
<th>New Appropriations</th>
<th>Budget Transfers</th>
</tr>
</thead>
<tbody>
<tr>
<td>XX From Un-Appropriated Reserves</td>
<td>____From Budgeted Contingent Reserve (Approval Req’d)</td>
</tr>
<tr>
<td>GENERAL FUND RESERVES</td>
<td>____Between Departments (City Council Approval Req’d)</td>
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<tr>
<td>____ New Revenue ONLY</td>
<td>____Other:</td>
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<table>
<thead>
<tr>
<th>BUDGET ACCOUNT</th>
<th>INCREASE AMOUNT</th>
<th>DECREASE AMOUNT</th>
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<tbody>
<tr>
<td>(Revenue / Expense)</td>
<td></td>
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**PROJECT EXPENSE ADJUSTMENTS**

**2019 ANNUAL PAVING PROJECT #4119**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Increase Amount</th>
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**2019 Measure J & L PROJECT #4120**

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Attachment: Budget Adjustment (2094 : Amendment to Swinerton CM Contract And Project Budget Adj)
## REASON FOR BUDGET CHANGE ENTRY:

As presented in the Staff Report the Budget Adjustment will modify between funding sources for Project #4119 and Project 4120. It should be noted that the Revised Budget for these projects will remain less than the total adopted Budget for the construction work. For Project 4131 there is an additional cost of $69,400 reflecting additional work encountered during the construction.

As Presented at the City Council Meeting on: May 19, 2020

#(Finance Use Only)
AGENDA TITLE: Downtown Precise Plan Project Award of Professional Planning Services Contract to Opticos Design, Inc.

RECOMMENDATION:
Staff recommends that the City Council:

1. Award the professional planning services contract to prepare objective design standards for the Downtown Precise Plan to Opticos Design, Inc. for $90,000.
2. Authorize the City Manager to approve adjustments to the agreement provided that the total agreement does not exceed $103,500.
3. Authorize the City Manager and City Clerk to execute the agreement substantially in the form as presented with this report, and subject to approval as to form by the City Attorney.

SYNOPSIS:

- During the 2017 and 2018 legislative sessions, the state legislature approved, and Governor Brown signed, 15 bills aimed at addressing the state’s housing shortage and high housing costs. Consequently, the 2017 Legislative Housing Package required local governments to prioritize housing and provide the necessary tools for the development of housing. As part of that package, Senate Bill (SB) 35, approved in September 2017, requires that local agencies provide a streamlined ministerial approval process for developments that meet specific eligibility requirements, based in part on how well a jurisdiction is meeting its Regional Housing Needs Assessment (RHNA) numbers.
- In response to SB 35, and as an integral component of the Downtown Precise Plan (DPP) Project, the City published a Request for Proposal (attached). The scope of the request was to prepare objective design standards for multi-family residential and mixed-use (residential/retail) projects.
- In the last month, the City Council has received public comments encouraging it to separate, the preparation of objective design standards from the DPP. The expectation of the commenters is that this could expedite the work. While the those public comments offer merit, the likelihood of receiving an application for a multi-family residential project under SB 35 is not high for the following reasons:
  - The existing regulations allow for relatively low-density multi-family projects in the Downtown Commercial (DC) Zoning District (10 units per acre) and housing is not allowed in the Downtown Office (DC) Zoning District.
  - Based on the most recent “SB 35 Statewide Determination Summary” from HCD (attached) at least 50-percent of the units for a multi-family
project would have to be deed-restricted affordable. This summary is
updated in June or each year and is based on the Housing Element
Annual Progress Report that is submitted to the California Department of
Housing and Community Development (HCD) in April of each year.

- To date, the City has not received any applications under SB 35.
- More information regarding SB 35, objective standards and how communities are
expected to process SB 35 applications can be found in HCD’s Streamlined
Ministerial Approval Process Guidelines (attached), which were updated on April
9, 2020.
- It is anticipated that the DPP will include provisions for higher residential
densities in the DC District and a specification that residential use is allowed in
the DO District. With these changes, the City may eventually start to see
projects with a residential component in Downtown Orinda, subject to the
objective design standards that are proposed as part of the DPP.
- The City has obtained $160,000 in funding toward the DPP, including $70,000
that will go towards the preparation of the objective design standards.

BACKGROUND:

Senate Bill 35
On September 29, 2017, Governor Jerry Brown signed California Senate Bill 35 (SB
35), codified at Government Code §65913.4 (web-link attachment). SB 35 became
effective January 1, 2018 and amendments made in 2018 became January 1, 2019.
According to Government Code §65913.4(m), the bill automatically sunsets on January
1, 2026. The intent of SB 35 is to expedite and facilitate construction of affordable
housing throughout the state. As such, SB 35 applies to all cities and counties, including
a charter city, a charter county, or a charter city and county, that have not made
sufficient progress toward meeting their respective affordable housing goals for above-
moderate and lower income levels as mandated by the State. To meet the affordable
housing goals, SB 35 requires cities and counties to streamline the review and approval
of certain qualifying affordable housing projects through a ministerial process.

HCD is responsible for determining whether a local agency has made sufficient
progress toward its market rate and affordable housing goals. HCD’s determination is
based on whether the locality has issued fewer building permits than its pro-rata share
of the regional housing need, by income level, for that reporting period. HCD requires
local governments to annually report, as part of its Annual Progress Report (APR), the
number of applications submitted and/or approved under SB 35, and the number of
building permits issued and units constructed. As noted in the City's most-recent annual
report, which was brought to Council on April 15, 2020 and submitted to HCD on April
20, 2020, no applications had been submitted and/or approved under SB 35.

SB 35 requires that only objective standards be applied to eligible projects. As defined
in HCD’s draft Streamlined Ministerial Approval Process Guidelines (HCD Guidelines),
objective design standards means:

\[
\text{Standards that involve no personal or subjective judgement by a public}
\text{official and are uniformly verifiable by reference to an external and}
\]
uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal, and adopted by ordinance or resolution by a local jurisdiction before submission of a development application. Objective design review standards must be broadly applicable to development within the jurisdiction.

Furthermore, the HCD defines “ministerial processing or approval” to mean:

A process for development approval involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. The public official merely ensures that the proposed development meets all the “objective zoning standards,” “objective subdivision standards” and “objective design review standards” in effect at the time that the application is submitted to the local government, but uses no special discretion or judgement in reaching a decision.

According to HCD’s interactive map (web-link attachment), which shows SB 35 determination and Housing Element compliance for local jurisdictions, a multi-family project in Orinda would have to, among satisfying other requirements, provide at least 50-percent affordable units, to be eligible under SB 35.
Figure 1. Screenshot of the pop-up table provided in the interactive map detailing SB 35 determination and Housing Element compliance for local jurisdictions; note that the Annual Progress Report has also been approved for calendar year 2019 (Source: California Department of Housing and Community Development).

<table>
<thead>
<tr>
<th>Orinda</th>
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</thead>
</table>

Name: **Orinda**

Council of Governments: **ABAG**

Planning Period: **01/31/2015 - 01/31/2023**

Housing Element Compliance Status: **in**

SB 35 Determination: **50 Percent**

**Annual Progress Report Submittal**

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**Total Permits: 253**

**Progress Toward RHNA**

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<tr>
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<tr>
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<tr>
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<td>42</td>
</tr>
</tbody>
</table>

**Senate Bill 2 (SB 2)**

Senate Bill 2 (SB 2), or the Building Homes and Jobs Act, was one of the bills passed in 2017 and it establishes an additional recording fee on real estate documents to be used to increase the supply of affordable homes in California. HCD has been authorized to disperse one-time non-competitive planning grants to jurisdictions throughout the State to address housing shortages through the increased revenue. Generally, the funding shall be used by cities and counties to prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.
On March 28, 2019, HCD released a Notice of Funding Availability for approximately $123 million in revenue earmarked for local government planning grants. Under the grant program, local governments are provided an eligibility allowance based on community population. Orinda falls within the “small localities” category, which is eligible for up to $160,000 in grant funding. To be eligible for grant funds, the City must:

1) Have a certified and compliant Housing Element;
2) Have completed the Annual Progress Report (APR) on the Housing Element and submitted the APR to HCD per state law.

Last year, Orinda applied for and was approved $160,000 in grant funding for the DPP, including $70,000 allocated toward preparation of the objective design standards. These funds must be expended by June 30, 2022.

The SB 2 funding is a part of the overall project budget for the DPP and the City will focus the respective funds on preparing objective design standards for multi-family and mixed-use developments in downtown. More specifically, the DPP is intended to revitalize downtown and stimulate housing production by potentially increasing allowable residential densities in the DC District, which currently allows up to 10 dwelling units per acre, and potentially allowing multi-family residential developments in the DO District, which currently prohibits residential uses. New allowable densities would be subject to approval by the City Council through adoption of the DPP itself as well as General Plan and Zoning Amendments proposed to be adopted concurrently with the DPP.

A second round of SB 2 funding, referred to as a “Local Early Action Plan” (LEAP) grant, is available from HCD this year. Based on Orinda’s population, the maximum LEAP funding is $65,000. The City is working on an application to allocate this money toward components of the DPP that were not funded in the earlier SB 2 grant discussed above.

Request for Proposal – Objective Design Standards

A request for proposal (RFP) to prepare objective design standards was advertised on March 13, 2020 with a submittal deadline of 3:00 p.m. on April 9, 2020. The RFP required consultants to respond to a half-dozen items, including:

1. Interest in the project and commitment of staff.
2. Understanding of the project and the requested services, work plan, and approach.
3. Recent experience and qualifications.
4. Key project team members.
5. Schedule.
6. Acknowledgements regarding the City’s standard service agreement and limitation of substituting key personnel without City consent.
Because of the updates to the public health order, the submittal deadline was extended to April 27, 2020 and some of the submittal requirements (i.e., printed materials) were also relaxed. As is consistent with the California Environmental Quality Act (CEQA), the associated environmental review will analyze the broad environmental effects of implementing the project components of the DPP; however, the preparation of the CEQA document would be handled separately from the subject contract. Please refer to the April 7, 2020 City Council staff report for the Program Environmental Impact Report contract award (Item G17).

**DISCUSSION:**

**Why Objective Design Standards?**

As noted above, multi-family, infill residential projects meeting certain criteria may request a streamlined ministerial approval process. The amendments to the Housing Accountability Act (HAA) increase the documentation necessary and standard of proof required to defend the denial or reduction of residential density of a housing project when the proposed project complies with applicable, objective standards, including standards for aesthetic design. Staff believes that over time, the State is likely to pass additional legislation that expands the types of projects subject to objective standards, as, for instance, was proposed with SB 50, a bill that would have allowed 4- to 5-story residential and mixed use projects within a 0.5-mile of Orinda’s BART station.

Like many other jurisdictions, the City relied on its discretionary review process to maintain the community’s aesthetic standards for multi-family residential development. However, since SB 35 became effective in 2018, certain projects may be eligible for streamlined ministerial approval. In response to SB 35, staff is proposing to create objective design standards, as part of the DPP, for multi-family housing projects in downtown to demonstrate compliance with the 2017 housing statutes.

Generally, the DPP will be comprised of existing conditions; vision and guiding principles; land-use and urban-design planning concepts; and land use regulations and development standards (i.e., zoning). In conjunction with new development standards, one of the other primary outcomes of the DPP will be objective design standards for multi-family residential and mixed-use projects in the city’s downtown. To enable the DPP to be implemented effectively, the City is pursuing the preparation of a Program Environmental Impact Report (PEIR) per CEQA Guidelines §15168. The PEIR will contain analysis of build-out scenarios at a sufficient level of detail to streamline environmental analysis for future development projects which would be based on the new standards.

Currently, for a multi-family housing project to qualify under SB 35 in Orinda, it would need to satisfy a number of criteria and deed-restricting 50-percent of the proposed units as affordable. Having said that, eligible projects would be exempt from CEQA and the City’s review would be limited to locally-adopted “objective design and development standards.” Given the parameters of when and how a streamlined review may be required, it is unlikely that such a project would qualify in Orinda at this time.
However, there remains the possibility for more strident legislation that may further override local design review authority in the future. Developing such standards is a challenge because design is subjective. The objective design standards would produce new, prescriptive development standards and establish more detailed criteria covering all aspects of design such as building articulation; architectural style; materials, colors, and finishes; fenestration, etc. Ultimately, the objective design standards may serve to provide proactive guidance to developers seeking to pursue housing and/or mixed-use projects in Downtown Orinda.

In the interim, staff will continue to comply with state law as well as maintain the City’s legacy of high quality, cohesive architectural design by applying the existing objective standards found in Orinda Municipal Code Title 17, Zoning, which specifies maximum height, minimum lot coverage, setbacks, and other non-discretionary standards.

**Consultant Selection**

The City received proposals from the following firms in response to the objective design standards RFP:

1. Dahlin Group;
2. Metta Urban Design; and
3. Opticos Design, Inc.

The proposals were reviewed by a Selection Committee consisting of Planning and Public Works and Engineering Staff. Based on the evaluation criteria provided in the RFP, the Selection Committee determined that Opticos Design, Inc. (Opticos) was the most qualified firm and has all the elements to complete the project. In addition to its qualifications and recent, relevant experience, Opticos demonstrated a strong understanding of the City’s request and how the firm’s role would fit into the larger project (Downtown Precise Plan). Furthermore, Opticos was highly endorsed by previous and current clients.

Following the Selection Committee’s determination, staff unsealed Opticos’ cost proposal and fee schedule. The proposed cost for the work program presented by Opticos is $90,000—including optional tasks (i.e., public workshops). This amount was determined to be reasonable for the level of desired services and within the range used for project budgeting purposes. As part of the authorization for this agreement, staff recommends the inclusion of a 15-percent contingency for change orders. This will allow the City Manager to administratively approve adjustments to the scope based on any needs identified in the future, provided the cumulative changes do not exceed an additional $13,500. The maximum expenditure for the objective design standards with Opticos, including the contingency, would be $103,500.

**NEXT STEPS:**
A draft of the proposed contract, subject to approval as to form by the City Attorney, is attached to this report. If the Council approves award of the contract on May 19, 2020, a
copy of the contract will be provided to Opticos for signature. Staff will also confirm that the consultant team meets the City’s minimum insurance requirements. Once the signed contract and evidence of insurance have been reviewed and approved by the City, the Professional Services Contract will be executed.

Upon award of the contract, staff will hold a kick-off meeting with the consultant to refine the scope and schedule (as necessary), go over data needs, and discuss potential collaboration opportunities with other consultants the City has engaged for the DPP. At a minimum, Opticos will conduct a microanalysis and visual inventory of existing site conditions design; draft new zones, permitting procedures, and regulating plan; and develop objective design standards for building types, frontages, thoroughfares, civic/public space, and parking.

Alternatively, the Council could reject staff’s recommendation.

**FISCAL IMPACT:**
The costs as presented in this report remain consistent with the funding proposal for the Downtown Precise Plan presented at the City Council on January 7, 2020. The total cost of the professional planning services to prepare the objective design standards, including a contingency is $103,500. Approximately 2/3 of the funding for this agreement ($70,000) is provided by a State Grant (Fund #260) and $33,500 from the General & Long Term Plan Fund (#612), which represents funds put aside over multiple years to carry out planning initiatives that comply with State requirements. The project work and billings are expected to continue through the DPP target completion date of August 2021.

**ATTACHMENTS:**
A. Contract (Objective Design Standards)
B. Proposal (Opticos)
C. Cost Proposal (Opticos)
D. Request for Proposal - Objective Design Standards
E. Draft Streamlined Ministerial Approval Process (2020.04.09) [web-link attachment]
F. 2019.06.25 - SB 35 Statewide Determination Summary (HCD)
G. Interactive Map - SB 35 Determination & Housing Element Compliance [web-link attachment]

Respectfully Submitted by:
Drummond Buckley
Director of Planning

Prepared By: Mayank Patel, Senior Planner

Approved by:
Opticos Design, Inc. ("Provider") and the City of Orinda ("City"), a municipal corporation, agree as follows. City and Provider are sometimes individually referred to herein as “Party” and collectively as “Parties.”

1. PURPOSE OF CONTRACT
   a. City requires certain special services for the purpose of preparing Objective Design Standards for the Downtown Precise Plan.
   b. Provider is qualified to provide these services and is willing to provide them according to all of the terms of this agreement, including all insurance requirements set forth herein.

2. DUTIES OF PROVIDER
   a. Provider agrees to perform services described in Exhibit A, which is attached to this agreement and incorporated by this reference. Provider agrees to perform these services diligently in accordance with the standards of its profession and subject to City’s review. Provider promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services described in this agreement.
   b. The parties may, from time to time, agree in writing that Provider, for additional compensation, shall perform additional services.
   c. Provider shall assign only competent personnel to perform services pursuant to this agreement. Provider shall notify City in writing of any changes in Provider’s staff assigned. City may, in its sole discretion, determine that a person assigned to perform services is not performing in accordance with the standards required herein. If the City makes such a determination, Provider shall replace such person immediately.

3. TIME OF PERFORMANCE
   a. This agreement shall not be effective and no payments shall be made to Provider until:
      i. City has received satisfactory evidence that Provider has met all of the insurance requirements, and
      ii. All required signatures have been obtained.
iii. The effective date of this agreement shall be the date on which the last signature is affixed or on receipt of satisfactory evidence of insurance, whichever is later.

b. The services of Provider shall begin no sooner than the effective date and shall continue until all work is approved by City. All work shall be completed no later than December 2021.

4. COMPENSATION
   a. City agrees to pay Provider at the rates described in Exhibit A, not to exceed a maximum contract price of $103,500 for all services performed under this agreement.
   b. Provider shall bill City on a monthly basis for work done in the preceding month. The billings shall contain, as a minimum, total hours worked on the project by position, hourly rates, total amount due for the period and a contract payment status summary showing total billed to date compared to total authorized contract amount. In addition, Provider shall describe work that was completed during the monthly billing period both in qualitative terms (e.g., listing project activities) and in quantitative terms (e.g., scope of work completion percentage). City, at its sole discretion, shall evaluate the billing and determine whether or not the amount billed is commensurate with the state of completion of the work. If City determines that the amount billed exceeds the status of completion of either an individual task or the entire project, then City may reduce the amount of the progress payment accordingly.
   c. The parties shall agree in writing to any changes in compensation due to changes in Provider’s services prior to performance of those changed services. City shall contact Provider with any dispute about the amount billed within 5 days of receipt of Provider’s invoice, so that corrective action can be take in a timely manner.
   d. To the extent that Provider’s insurance documentation is not in compliance with the requirements of this agreement and the City Attorney is required to intervene to explain and obtain the proper documentation from Provider’s insurer, the cost of the City Attorney’s services will be deducted from the contract price to which Provider would otherwise be entitled under the terms of this agreement.

5. PROVIDER STATUS
   Provider is an independent contractor and is solely responsible for its acts and omissions. Provider is not City’s agent, employee or representative for any purpose. Provider has no power to incur any debt, obligation, or liability on behalf of City. Provider shall direct and control its personnel and shall pay all wages, salaries, and other amounts due such personnel in connection with this agreement and as required by law. Provider is responsible for all reports and obligations respecting such personnel. Provider shall pay
of all taxes, fees, contributions or charges applicable to the conduct of Provider’s business, and shall provide City with proof of compliance upon request.

6. **CONFLICT OF INTEREST**

Provider understands that its professional responsibility is solely to City. Provider warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this agreement. Provider shall not employ a person having such an interest in the performance of this agreement.

Provider and its agents or employees working under this agreement shall submit statements of economic interest under the Political Reform Act (Government Code section 81000 et seq.) if requested to do so by City.

7. **WORK PRODUCT, INTELLECTUAL PROPERTY AND RECORDS.**

All documents furnished to Provider by City and all reports or work product (including electronically stored documents) prepared by Provider under this agreement are City’s property and shall be given to City at the completion of Provider’s services without restriction or limitation on use or dissemination by City. Provider grants City a royalty-free, exclusive and irrevocable license to reproduce, publish and use all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings and other works of similar nature produced in the course of the performance of this agreement. Provider shall not publish any such material without the prior written consent of City.

Provider represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this agreement. Provider further represents that it shall ensure City has the legal right to utilize all intellectual property involved in and/or resulting from Provider’s performance of this agreement.

In the performance of this agreement, Provider may be given access to confidential City information. Provider shall hold any such information in confidence.

Provider shall maintain and make available to City accurate books and accounting records relating to its work under this agreement. Provider will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this agreement, whether funded in whole or in part under this agreement. Provider shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this agreement or until after final audit has been resolved, whichever is later.

8. **ASSIGNMENT; SUBCONTRACTS**

Provider’s services are considered unique and personal. Provider shall not assign or transfer its interest or obligation under this agreement without City’s prior written consent. Provider shall not subcontract its duties under this agreement without City’s prior written
consent. Any attempt to do so shall be null and void, and any assignees, subcontractors or transferees shall acquire no right or interest by reason of such attempted assignment, subcontracting or transfer.

9. LICENSES AND COMPLIANCE WITH LAWS

Provider represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals legally required for Provider to practice its profession and/or provide services under this agreement. Provider shall, at its sole cost and expense, keep in effect such licenses, permits, qualifications, insurance, and approvals at all times during the term of this agreement. Provider shall keep itself fully informed of and in compliance with all applicable laws affecting its performance under this agreement.

10. INSURANCE TYPES AND LIMITS

Provider shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with its performance under this agreement. Coverage shall be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with a limit of no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Provider has no owned autos, Code 8 (hired) and 9 (nonowned), with a limit of no less than $1,000,000 per accident for bodily injury and property damage.

c. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. Workers’ Compensation insurance will not be required if Provider furnishes to City a written verification that it has no employees.

d. Professional Liability (Errors and Omissions) Insurance appropriate to the Provider’s profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Provider maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

11. ADDITIONAL INSURANCE REQUIREMENTS.

The insurance policies are to contain, or be endorsed to contain, the following provisions:
a. Additional Insured Status: City, its officers, officials, employees, and volunteers are to be covered as insureds on the Auto Liability policy and on the Commercial General Liability policy.

b. Primary Coverage: For any claims related to this agreement, Provider’s insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of the Provider’s insurance and shall not contribute with it.

c. Notice of Cancellation. Provider shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this agreement except after providing 30 days prior written notice to the City. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Provider shall immediately provide written notice to the City and obtain substitute insurance meeting the requirements of this agreement. Nothing in this subsection relieves Provider of its obligation to at all times maintain all insurance required by this agreement.

d. Waiver of Subrogation: Provider hereby grants to City a waiver of any right to subrogation which any insurer of Provider may acquire against City by virtue of the payment of any loss under such insurance. Provider 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.

e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. City may require Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

f. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to City.

g. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
   i. The retroactive date must be shown and must be before the effective date of this agreement or the beginning of work, whichever is earlier.
   ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the of work.
   iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date/beginning of work. Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

h. Subcontractors: Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
i. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. VERIFICATION OF INSURANCE

Provider shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required herein. Such evidence of insurance shall be attached hereto as Exhibit B and considered an integral part of this agreement, which shall not become effective until satisfactory evidence of insurance has been received by City. All evidence of insurance must be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Provider obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

13. INDEMNIFICATION

To the fullest extent allowed by law, Provider shall defend, indemnify and hold harmless City and its officers, employees, agents and volunteers from and against any and all liability, claims, suits, losses, injuries, damage, demands, expenses and costs (including, without limitation, attorney fees and expert fees) arising out of, pertaining to or relating to the negligence, recklessness, or willful misconduct of Provider in the performance of this agreement. Provider shall not be obligated to indemnify City against liability arising from the sole negligence or willful misconduct by City. The provisions of this section survive termination of this agreement.

14. EQUAL EMPLOYMENT OPPORTUNITY

Provider is an equal opportunity employer and agrees to comply with applicable regulations governing equal employment opportunity. In the performance of this agreement, Provider shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

15. NOTICES

Any notice to be given under this agreement shall be in writing and addressed to the parties as follows:

<table>
<thead>
<tr>
<th>City</th>
<th>Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Manager Steve Salomon</td>
<td>Stefan Pellegrini</td>
</tr>
<tr>
<td><a href="mailto:ssalomon@cityoforinda.org">ssalomon@cityoforinda.org</a></td>
<td><a href="mailto:stefan.pellegrini@opticosdesign.com">stefan.pellegrini@opticosdesign.com</a></td>
</tr>
<tr>
<td>City of Orinda</td>
<td>Opticos Design, Inc.</td>
</tr>
<tr>
<td>22 Orinda Way</td>
<td>2100 Milvia Street, Suite 125</td>
</tr>
<tr>
<td>Orinda, CA 94563</td>
<td>Berkeley, CA 94704</td>
</tr>
</tbody>
</table>
16. **LITIGATION**

If either party brings an action to enforce this agreement, the prevailing party is entitled to reasonable attorney fees and costs (including, but not limited to, expert witness fees and discovery costs).

17. **WAIVERS**

Waiver of a breach or default under this agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this agreement.

18. **MODIFICATION**

No waiver, modification or termination of this agreement is valid unless made in writing.

19. **SEVERABILITY**

If any provision of this agreement is held invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in effect to the greatest extent permitted by law.

20. **TERMINATION**

   a. **Termination Without Cause:** At any time and without cause, either party may terminate this agreement by giving 10 days written notice. In the event of such termination without cause, City shall pay Provider for services rendered to date and Provider shall deliver to City any work product, whether complete or incomplete.

   b. **Termination For Cause:** In the event of Provider’s substantial failure to meet its obligations under this agreement, City may elect to give Provider 10 days written notice and an opportunity to cure. If Provider has not cured the defects in its performance within 10 days, City may terminate the agreement for cause. City shall then pay Provider for services satisfactorily rendered to date and Provider shall deliver to City any work product, whether complete or incomplete.

   c. **Suspension:** City may, at any time, temporarily suspend Provider’s performance, in whole or in part, by giving a written notice of suspension to Provider. If City gives such notice, Provider shall immediately suspend its activities under this agreement as specified.

21. **ENTIRE AGREEMENT**

This agreement, together with its attachments, sets forth the entire understanding between the Parties and supersedes any oral or written understanding they may have had prior to the execution of this agreement. No other contract, statement, or promise relating to the subject matter of this agreement shall be valid or binding.
22. GOVERNING LAW AND VENUE
The formation, interpretation, and performance of this agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this agreement shall be in Contra Costa County.

23. AUTHORITY TO ENTER AGREEMENT
Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each Party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective Party.

24. SUCCESSORS AND ASSIGNS
This agreement shall be binding on the successors and assigns of the Parties.

25. HEADINGS AND CONSTRUCTION
Headings appearing herein are descriptive only and for convenience in reference to this agreement. References to Provider include its agents, servants, and employees. References to City include its officers, employees, agents, and volunteers.

City of Orinda

Opticos Design, Inc.

City Manager Date Date

Attest

Printed Title

Printed Name

City Clerk

Approved as to form

City Attorney

ATTACHMENTS:
Exhibit A – Proposal Documents: Scope of Services, Hourly Rates and Payment Schedule
Exhibit B – Evidence of Insurance: Certificates, Endorsements and Policy Language
EXHIBIT A – PROPOSAL DOCUMENTS: SCOPE OF SERVICES, HOURLY RATES, AND PAYMENT SCHEDULE

Work Plan

Task 3A. Background Research, Site Analysis and Visual Inventory
The project team will gain an understanding of the existing regulatory situation and prepare a Visual Inventory of existing site conditions. The work is anticipated to include the following:

3A.1 Background Research.
The project team will review the Existing Conditions report (to be prepared and provided by City staff) as well as existing regulations, planning procedures, and the development code, and will carry out analysis of existing conditions using the Existing Conditions report and other resources such as Google Earth. The team will also prepare a list of questions/clarifications for staff.

3A.2 Site Visit [Visit 1].
The project team proposes a half-day site visit to verify the results of the team’s site analysis and documentation from the Existing Conditions report, conduct further visual analysis of site conditions, and meet with City staff to get clarifications on existing conditions.

3A.3 Microanalysis and Visual Inventory.
The project team will conduct a parcel by parcel analysis of the Downtown Commercial (DC) and Downtown Office (DO) zones to document important site features, building types, and other information relevant to drafting the Objective Design Standards (ODS).

3A.4 Optional Task: Public Workshop #1: Introduction to ODS [Part of Visit 1].
The project team proposes a Public Workshop as an optional task, to introduce ODS to the community. If approved, this can be combined with the Site Visit (Task 3A.2) as part of Visit 1. Ideally, this workshop can be on the same day as the Precise Plan Visioning Workshop, in a comprehensive community engagement effort that will improve efficiencies and coordinate workflow between the two processes. The project team will create and present PowerPoint slides and posters to introduce ODS as part of the event, lead a discussion on the topic and be available to answer questions from the audience.

Task 3A Deliverables:
- Visit 1 (half-day) - Site Visit for documentation and discussion with staff
- Visual Inventory of site conditions in digital format
• Optional task: Public Workshop #1, as part of Visit 1, including preparation of presentation materials (PowerPoint slides, posters) and assisting City staff to organize and run the workshop

Task 3A Staff Responsibilities:
• Provide Existing Conditions report
• Provide web links/copies of relevant background materials
• Provide base a map/ GIS information for creating a base map
• Organize and lead the Site Visit (Visit 1)
• Organize Public Workshop #1 including noticing, community outreach and meeting notes (optional task, part of Visit 1)

Task 3B. Develop Objective Design Standards
The project team will prepare a draft of the Objective Design Standards for multi-family residential and mixed-use projects within the Plan Project Area. The work is anticipated to include the following:

3B.1 Draft Zones.
The project team is assuming 3-4 new zone districts to replace the existing Downtown Commercial (DC) and Downtown Office (DO) zoning districts in the Project Area. The work will include zone descriptions, site planning and building form standards (including but not restricted to building placement, form, frontages, parking location, and land use) organized by zone district. The format and integration of diagrams and tables will be discussed and determined with City staff.

3B.2 Draft Building Types Standards.
Standards for mixed-use and medium density housing types calibrated to the zone districts. The project team is assuming a menu of 4-6 types.

3B.3 Draft Frontage Standards.
Standards for private frontage types calibrated to the zone districts. The project team is assuming 4-6 types.

3B.4 Draft Thoroughfare Standards.
Standards for new thoroughfares if required.

3B.5 Draft Civic/Public Space Standards.
Standards for civic/public spaces, including riparian corridors.
EXHIBIT B: Environmental Services Contract – City of Orinda

3B.6 Draft Parking Standards.
Standards for uses organized by zone district and standards and provisions for bicycle parking, offsite and shared parking, and parking adjustments.

3B.7 Draft Regulating Plan.
Map of the Project Area showing the proposed zones.

3B.8 Draft Permits and Procedures.
Address how to improve permitting procedures for different types for projects anticipated in the Project Area after discussion with staff.

3B.9 Draft Objective Design Standards.
The project team will compile materials described in items 3B.1 through 3B.8 into one comprehensive document for staff review, including graphics to describe the proposed standards.

3B.10 Working Session with City staff to discuss Draft ODS.
The project team will organize a half-day (approx. 4 hour) video call or in-person meeting with staff to walk through the Draft ODS and also discuss procedural changes. Staff will review the draft code and provide a set of consolidated, non-conflicting comments on the Draft ODS to the project team.

3B.11 Optional Task: Public Workshop #2 [Visit 2].
The project team proposes organizing a half-day public workshop to present key components of the ODS in a public meeting and get feedback from the community. The work will include preparing a PowerPoint presentation and posters to display and collect feedback in the form of post-it notes and comments. The project team is assuming that this effort can be combined with a public meeting/ other event from the Precise Plan process for better coordination and efficiency.

3B.12 Public Hearing Meeting #1 [Visit 3].
The project team will attend a Public Hearing – recommended as a study session with Planning Commission/ City Council/ Other Boards and Commissions, to be decided after discussion with City staff - to get their feedback on the Draft ODS. This will be done prior to starting work on the Public Review Draft ODS.

3B.13 Public Review Draft ODS.
The project team will incorporate comments from the Public Hearing Meeting #1 and consolidated comments from City staff and prepare a Public Review Draft of the ODS.
3B.14 Public Hearing Meeting #2 [Visit 4].
The project team will attend a public meeting to answer questions and get feedback from the Planning Commission on the Public Review Draft ODS. The project team will support City staff in preparing a PowerPoint presentation.

3B.15 Public Hearing Meeting #3 [Visit 5].
The project team will attend a public meeting with City Council to adopt the Public Review Draft ODS. The project team will support City staff in preparing a PowerPoint presentation.

3B.16 ODS Finalization and File Delivery.
The project team will support City staff in preparing a Final ODS with either edits or a memo listing necessary changes, incorporating comments and feedback from Public Hearing Meetings #2 and #3. This task also includes transfer of the project native files to City staff.

Task 3B Deliverables:
- Draft Objective Design Standards (ODS) chapter in digital format
- Working session with City (via phone/video call/in-person meeting) to discuss staff comments on the Draft ODS and procedural changes
- Attend Public Workshop #2 [Visit 2] including preparation of PowerPoint presentation materials and summary notes of the workshop results (optional task)
- Final Draft ODS in digital format (PDF) including a section on procedural changes and edits/memo to reflect feedback from Public Hearings #2 and #3
- Attend three Public Hearing meetings [Visits 3, 4, 5] including preparing a PowerPoint presentation for each
- Final ODS to City staff including transfer of digital files in native format

Task 3B Staff Responsibilities:
- Review Draft ODS and provide one set of consolidated, non-conflicting comments
- Provide guidance to project team to develop procedural changes
- Organize Public Workshop #2 [Visit 2] including noticing, community outreach and meeting notes (optional task)
- Noticing, staff reports, and meeting minutes for Public Hearing meetings #1, #2 and #3

Task 3C. Community Feedback Tool
The project team anticipates that the Precise Plan work may use Konveio, a web-based interactive platform for sharing project information and updates, and to collect and
compile community feedback. If required, relevant materials from the ODS work can be shared and made available for public review and/or feedback.

**Task 3C Deliverables:**
- Coordinate with the Precise Plan work as needed and provide materials for the Konveio platform if required

**Task 3D. Project Management**

The project team anticipates half-hour calls to coordinate work with City staff. The frequency of these calls is anticipated to be weekly from May through August and twice a month from September through January. This is an approximate schedule and can be modified based on project needs.

**Task 3D Deliverables:**
- Weekly/bi-weekly calls to coordinate work on the ODS with City staff, schedule and agenda to be decided with City staff to best suit project needs
EXHIBIT B – EVIDENCE OF INSURANCE: CERTIFICATES, ENDORSEMENTS, AND POLICY LANGUAGE

(pages attached)
# Certificate of Liability Insurance

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Dealey, Renton & Associates  
790 E Colorado Blvd #460  
Pasadena, CA 91101  
License #0020739

**INSURED**
Opticos Design, Inc.  
2100 Milvia Street, Suite 125  
Berkeley, CA 94704  
510 558-6957

**CERTIFICATE NUMBER:** 2089192000  
**REVISION NUMBER:**

**COVERAGES**

**CERTIFICATE HOLDER**
For Proposal Purposes

**CANCELLATION**
30 Day Notice of Cancellation

**AUTHORIZED REPRESENTATIVE**

---

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Umbrella policy is a follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability.

---

**CERTIFICATE**

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

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Proposal for Services: Objective Design Standards

Prepared for the City of Orinda
April 27, 2020
We are urban designers and architects who believe in the transformative power of beautiful, sustainable, walkable communities for all.

In 2007, Opticos became a founding B Corporation, establishing triple bottom line of social, economic, and environmental responsibility.
<table>
<thead>
<tr>
<th>Contents</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter + Approach</td>
<td>1</td>
</tr>
<tr>
<td>Work Plan</td>
<td>5</td>
</tr>
<tr>
<td>Qualifications + Experience</td>
<td>8</td>
</tr>
<tr>
<td>Schedule, Acknowledgements + Cost Table</td>
<td>9</td>
</tr>
<tr>
<td>Appendix: Resumes</td>
<td>11</td>
</tr>
</tbody>
</table>
April 27, 2020

Mayank Patel, Senior Planner
City of Orinda
mpatel@cityoforinda.org

Re: Objective Design Standards

Dear Mayank,

We are excited to submit our proposal and qualifications for creating Objective Design Standards for the City of Orinda. We’ve been following the City’s progress on this project since last fall and are happy to see you moving forward with the Downtown Precise Plan effort. We understand that you are seeking to form a team of on-call consultants for the Precise Plan, as well as a consultant team to prepare Objective Design Standards for the core zoning districts in the Precise Plan area, as you focus on the Visioning and Alternatives and Precise Plan phases of the work between now and early 2021. In order to best respond to the City’s requests, we have prepared responses in the areas that match our expertise, as follows:

- Community Engagement, with assistance from Konveio;
- Technical Writing, with assistance from Lisa Wise Consulting;
- Architectural Renderings; and
- Objective Design Standards, with assistance from Lisa Wise Consulting.

We are a nationally recognized urban design, planning, and architecture firm with a passion for creating vibrant, healthy, and sustainable places. For 20 years we have prepared downtown and community plans, revitalization strategies, form-based codes, and strategic advice for places across the country. We maintain a consistent and highly respected track record with private and public clients that come to us for quality design that is responsive to local context, and public process that is inclusive and effective in navigating complex local issues, including facilitation and participation in over 100 multiday design charrettes across the country. As a certified Small Business, we bring a high level of principal involvement and care to every project. And as a B Corporation, our work is reflective of our commitment to a triple bottom line of social, economic, and environmental sustainability.

In the San Francisco Bay Area we’ve been involved in 35 distinct planning and implementation projects in Priority Development Areas (PDAs) across 19 jurisdictions, including award-winning work at the Pleasant Hill BART TOD and in the Hercules Central Plan Area, and work to establish a Vision Plan and Form-Based Code for the Moraga Center in Moraga. Most recently, we are utilizing our 20-year experience to prepare Objective Design Standards for Marin County and 10 participating jurisdictions, as well as a Downtown Precise Plan and Form-Based Code for the City of San Rafael, and a Downtown Specific Plan and Form-Based Code for the City of Davis.
As a certified Small Business, we bring a high level of principal involvement and care to every project. And as a B Corporation, our work is reflective of our commitment to a triple bottom line of social, economic, and environmental sustainability.

Our team includes partners Lisa Wise Consulting and Konveio. **Lisa Wise Consulting** led by principal Lisa Wise is a long-standing partner in our PDA work across the Bay Area and will contribute to the Technical Writing and Objective Design Standards components. Lisa Wise has also responded to the Economics RFQ and is accustomed to working closely with us on market and feasibility analysis as well as implementation strategies in plans. **Konveio** (formerly Urban Interactive) led by principal Chris Haller will provide an online platform for community engagement to assist with input, feedback, and review of both the Precise Plan and Objective Design Standards components.

**Statement of Understanding**

We’ve reviewed the City’s Downtown Precise Plan timeline and understand how this work may come together under the City’s direction with a focus on Phase 3 (Visioning and Alternatives) and Phase 4 (Precise Plan). We believe that the creation of the Precise Plan and the Objective Design Standards should be closely aligned, and our approach assumes that the community process would seek to address both components along the same timeline. Our work with you will reflect the following principles:

**Designing in Public**

Our staff utilizes National Charrette Institute training and experience in facilitating, managing, and participating in over 100 multiday design charrettes. We bring this experience to every public meeting. Our team practices focused listening, documents community priorities, and synthesizes single opinions into a cohesive narrative. Our methods have been proven to achieve consensus and provide momentum that can carry forward into the implementation phase in highly controversial environments. Critical to our approach is building community support from an early stage, and having sustained, meaningful feedback throughout the design process. Our community engagement team can help you to incorporate consistent and ongoing engagement via both “high-tech” (web and app-based interfaces) and “high-touch” (pop-ups and open houses).

**Plans Rooted in Place**

We believe in creating a vision that is unique and authentic to each project and that celebrates its history and culture. Our work adopts a character-based approach that emphasizes context-sensitive infill and Missing Middle Housing.

We understand that the Precise Plan seeks to explore how many single-use commercial properties can transform to a mixed-use environment incorporating new housing. Particularly in the short term, high-intensity mixed-use may not be achievable nor desirable by many in the community; however other Missing Middle medium-intensity building types may be possible and desirable – especially when thinking about scale transitions to adjacent neighborhoods. A key aspect of our work
in Moraga was to arrive at an appropriate scale and intensity that the community could start to rally around. Working closely with you and the Economics experts on the team, we’ll leverage our knowledge of building typologies to explore appropriate infill strategies.

Effective and Useable Plans and Codes

We have committed to make plans and codes that will be useful and helpful on a daily basis, while still providing long-term direction and guidance for our clients. Objective Design Standards for the downtown core can help to ensure a predictable outcome for the Precise Plan that can endure transitions of staff and stakeholders over time. We do this by making plans and codes as direct, graphically clear, meaningful, and concise as possible, presenting information in a way that is similar to how we receive and process much of our information today.

The Opticos Experience

We can provide you with assistance and leadership in urban design, planning, and community outreach and facilitation, and day-to-day project management and delivery of our and our subconsultants’ work. You will get a dedicated team that is thoughtful, committed, and passionate about placemaking, and a customized process and compelling vision that defines and communicates Downtown Orinda’s character.

Our approach to the scope of work is informed by our experience working with local partners in community-based planning and urban design projects. We’ll leverage this experience to help fill gaps in the process and ensure a high-quality set of deliverables.

Work Approach

Our work will begin with a kickoff meeting and a series of startup activities that can be coordinated remotely allowing an effective project startup even during our current “shelter in place” mandates. This work begins with an initial kickoff online, work to request and review relevant project and basemap data, and creation of a working basemap for the project. The Opticos team will strategize with City staff to understand what’s needed for community engagement and program an initial public workshop.

Following the kickoff, the Opticos team will travel to Orinda to visit and document the site, and to facilitate a public visioning workshop that will provide an opportunity for community members to provide input that can frame a series of alternatives for the project area.

The workshop results, together with relevant data from the background report and economic analysis will be synthesized to develop an illustrative plan and accompanying illustrative renderings of downtown Orinda. The plan and renderings will seek to determine a range of potential outcomes for the plan area and be useful to frame the development of alternatives.
The illustrative plan and renderings will form the basis for the Objective Design Standards. Drafts of both can be reviewed at a second workshop to finalize direction on both the Plan and Code. This feedback can be synthesized with additional online engagement opportunities helping to articulate visual preferences and further inform the design standards.

Following the second workshop, the Opticos team will work to complete the Objective Design Standards and support staff in writing and finalizing imagery for portions of the Precise Plan, and support discussions for key components of the Plan and Code through public hearings and adoption.

In closing, we recognize that this project begins during a period of great uncertainty, and that it is not yet clear how the ongoing Covid-19 pandemic will impact the planning process nor its subsequent implementation. We value “high-touch” community engagement and close client relationships in all of our work and our proposal assumes face time with the stakeholders and community members in order to achieve consensus around design and planning concepts. Our approach assumes that in-person workshops be held as our communities reopen. At the same time, in the past six weeks our staff has transitioned to exclusive online participatory processes as we and our public clients shelter in place and we are confident that we can facilitate a successful planning process remotely should it be a necessary, albeit sad reality. While we hope that this “new normal” is not a long-term phenomenon, we will approach this project with flexibility and creativity to ensure the best outcome.

While we acknowledge the City’s requirement to accept their standard contract terms, we respectfully reserve the right to negotiate those terms.

Our work will be rooted in character, responsive to input, visionary and pragmatic in its design approach, and clear and effective in implementation. Should you have any questions about our qualifications or proposal, please feel free to contact me. We look forward to the next steps in the selection process.

Best regards,

Stefan Pellegrini, RA, AICP
Principal and Vice President
Stefan.pellegrini@opticosdesign.com
510.558.6957
Work Plan

**Task 3A. Background Research, Site Analysis and Visual Inventory**
The project team will gain an understanding of the existing regulatory situation and prepare a Visual Inventory of existing site conditions. The work is anticipated to include the following:

3A.1 **Background Research.** The project team will review the Existing Conditions report (to be prepared and provided by City staff) as well as existing regulations, planning procedures, and the development code, and will carry out analysis of existing conditions using the Existing Conditions report and other resources such as Google Earth. The team will also prepare a list of questions/clarifications for staff.

3A.2 **Site Visit [Visit 1].** The project team proposes a half-day site visit to verify the results of the team’s site analysis and documentation from the Existing Conditions report, conduct further visual analysis of site conditions, and meet with City staff to get clarifications on existing conditions.

3A.3 **Microanalysis and Visual Inventory.** The project team will conduct a parcel by parcel analysis of the Downtown Commercial (DC) and Downtown Office (DO) zones to document important site features, building types, and other information relevant to drafting the Objective Design Standards (ODS).

3A.4 **Optional Task: Public Workshop #1: Introduction to ODS [Part of Visit 1].** The project team proposes a Public Workshop as an optional task, to introduce ODS to the community. If approved, this can be combined with the Site Visit (Task 3A.2) as part of Visit 1. Ideally, this workshop can be on the same day as the Precise Plan Visioning Workshop, in a comprehensive community engagement effort that will improve efficiencies and coordinate workflow between the two processes. The project team will create and present PowerPoint slides and posters to introduce ODS as part of the event, lead a discussion on the topic and be available to answer questions from the audience.

**Task 3A Deliverables:**
- Visit 1 (half-day) - Site Visit for documentation and discussion with staff
- Visual Inventory of site conditions in digital format
- Optional task: Public Workshop #1, as part of Visit 1, including preparation of presentation materials (PowerPoint slides, posters) and assisting City staff to organize and run the workshop

**Task 3A Staff Responsibilities:**
- Provide Existing Conditions report
- Provide web links/copies of relevant background materials
- Provide base a map/GIS information for creating a base map
- Organize and lead the Site Visit (Visit 1)
Organize Public Workshop #1 including noticing, community outreach and meeting notes (optional task, part of Visit 1)

Task 3B. Develop Objective Design Standards

The project team will prepare a draft of the Objective Design Standards for multi-family residential and mixed-use projects within the Plan Project Area. The work is anticipated to include the following:

3B.1 Draft Zones. The project team is assuming 3-4 new zone districts to replace the existing Downtown Commercial (DC) and Downtown Office (DO) zoning districts in the Project Area. The work will include zone descriptions, site planning and building form standards (including but not restricted to building placement, form, frontages, parking location, and land use) organized by zone district. The format and integration of diagrams and tables will be discussed and determined with City staff.

3B.2 Draft Building Types Standards. Standards for mixed-use and medium density housing types calibrated to the zone districts. The project team is assuming a menu of 4-6 types.

3B.3 Draft Frontage Standards. Standards for private frontage types calibrated to the zone districts. The project team is assuming 4-6 types.

3B.4 Draft Thoroughfare Standards. Standards for new thoroughfares if required.

3B.5 Draft Civic/Public Space Standards. Standards for civic/public spaces, including riparian corridors.

3B.6 Draft Parking Standards. Standards for uses organized by zone district and standards and provisions for bicycle parking, offsite and shared parking, and parking adjustments.

3B.7 Draft Regulating Plan. Map of the Project Area showing the proposed zones.

3B.8 Draft Permits and Procedures. Address how to improve permitting procedures for different types for projects anticipated in the Project Area after discussion with staff.

3B.9 Draft Objective Design Standards. The project team will compile materials described in items 3B.1 through 3B.8 into one comprehensive document for staff review, including graphics to describe the proposed standards.

3B.10 Working Session with City staff to discuss Draft ODS. The project team will organize a half-day (approx. 4 hour) video call or in-person meeting with staff to walk through the Draft ODS and also discuss procedural changes. Staff will review the draft code and provide a set of consolidated, non-conflicting comments on the Draft ODS to the project team.
3B.11 Optional Task: Public Workshop #2 [Visit 2]. The project team proposes organizing a half-day public workshop to present key components of the ODS in a public meeting and get feedback from the community. The work will include preparing a PowerPoint presentation and posters to display and collect feedback in the form of post-it notes and comments. The project team is assuming that this effort can be combined with a public meeting/other event from the Precise Plan process for better coordination and efficiency.

3B.12 Public Hearing Meeting #1 [Visit 3]. The project team will attend a Public Hearing – recommended as a study session with Planning Commission/City Council/Other Boards and Commissions, to be decided after discussion with City staff - to get their feedback on the Draft ODS. This will be done prior to starting work on the Public Review Draft ODS.

3B.13 Public Review Draft ODS. The project team will incorporate comments from the Public Hearing Meeting #1 and consolidated comments from City staff and prepare a Public Review Draft of the ODS.

3B.14 Public Hearing Meeting #2 [Visit 4]. The project team will attend a public meeting to answer questions and get feedback from the Planning Commission on the Public Review Draft ODS. The project team will support City staff in preparing a PowerPoint presentation.

3B.15 Public Hearing Meeting #3 [Visit 5]. The project team will attend a public meeting with City Council to adopt the Public Review Draft ODS. The project team will support City staff in preparing a PowerPoint presentation.

3B.16 ODS Finalization and File Delivery. The project team will support City staff in preparing a Final ODS with either edits or a memo listing necessary changes, incorporating comments and feedback from Public Hearing Meetings #2 and #3. This task also includes transfer of the project native files to City staff.

**TASK 3B DELIVERABLES:**
- Draft Objective Design Standards (ODS) chapter in digital format
- Working session with City (via phone/video call/in-person meeting) to discuss staff comments on the Draft ODS and procedural changes
- Attend Public Workshop #2 [Visit 2] including preparation of PowerPoint presentation materials and summary notes of the workshop results (optional task)
- Final Draft ODS in digital format (PDF) including a section on procedural changes and edits/memo to reflect feedback from Public Hearings #2 and #3
- Attend three Public Hearing meetings [Visits 3, 4, 5] including preparing a PowerPoint presentation for each
- Final ODS to City staff including transfer of digital files in native format

**TASK 3B STAFF RESPONSIBILITIES:**
- Review Draft ODS and provide one set of consolidated, non-conflicting comments
• Provide guidance to project team to develop procedural changes
• Organize Public Workshop #2 [Visit 2] including noticing, community outreach and meeting notes (optional task)
• Noticing, staff reports, and meeting minutes for Public Hearing meetings #1, #2 and #3

Task 3C. Community Feedback Tool
The project team anticipates that the Precise Plan work may use Konveio, a web-based interactive platform for sharing project information and updates, and to collect and compile community feedback. If required, relevant materials from the ODS work can be shared and made available for public review and/or feedback.

**Task 3C Deliverables:**
- Coordinate with the Precise Plan work as needed and provide materials for the Konveio platform if required

Task 3D. Project Management
The project team anticipates half-hour calls to coordinate work with City staff. The frequency of these calls is anticipated to be weekly from May through August and twice a month from September through January. This is an approximate schedule and can be modified based on project needs.

**Task 3D Deliverables:**
- Weekly/bi-weekly calls to coordinate work on the ODS with City staff, schedule and agenda to be decided with City staff to best suit project needs

Qualifications and Experience

**Firm Description**
Opticos Design is a team of urban designers, architects, and strategists that partners with clients who want to lead the way in providing vibrant, diverse, walkable urban places. We approach each of our projects with innovation and creative problem-solving in mind. A full description of our firm is at the end of this proposal.

**Relevant Projects**
Opticos Design has completed a number of relevant projects, described below. Please let us know if you have any questions about our work.

**Moraga Center Specific Plan and Implementation**
In coordination with the Contra Costa Transportation Authority (CCTA) Priority Development Area Planning Program, our team produced a Form-Based Code for the Town of Moraga to reinforce and help implement a Specific Plan vision for the town’s center. The focus of the effort was to help the town adapt its zoning in the Specific Plan area to support walkable urbanism where the community has envisioned it.
Rohnert Park Downtown Form-Based Code
The City of Rohnert Park hired Opticos to provide a Form Based Code for the Downtown District Amenity Zone (DDAZ) within the Priority Development Area (PDA) Plan. The majority of the design work was produced during a four-day charrette that incorporated input from stakeholders, experts, and Rohnert Park residents. After the charrette, Opticos worked with the City of Rohnert Park to fine-tune the design by adjusting the code's standards.

Novato Northwest Neighborhood Study and Code
The City of Novato engaged Opticos to examine the area's opportunity for walkable housing types. Opticos conducted a neighborhood code analysis to determine what was permitted under current layers of standards, and provided rich diagrams and illustrations to clarify, for both residents and the City, the reality of what was buildable today. The design team then presented alternative design solutions and zoning code recommendations incorporating housing units.

Downtown Davis Specific Plan and Form-Based Code
The Downtown Davis Plan is an effort to establish a unique and realistic vision for the core area of Davis, California. Working closely with city staff, local community members and a renowned team of nationwide and local experts, Opticos has led a dynamic process to develop a coherent, widely supported vision, bringing together a concordant public dialogue through two week-long community design charrettes.

References
Ellen Clark, Community Development Director, City of Pleasanton
Phone: 925.931.5602, Email: eclark@cityofpleasantonca.gov

Jeffrey S. Beiswenger, AICP, Planning Manager, City of Rohnert Park
Phone: 707.588.2253, Email: jbeiswenger@rpcity.org

Mike Webb, City Manager, City of Davis
Phone: 530.757.5602 x 5881, Email: mwebb@cityofdavis.org

Key Staff
The following key staff will work on the project. We have included resumes for key staff at the end of this proposal.

- Stefan Pellegrini, Principal
- Mitali Ganguly, Associate and Project Manager
- Caroline Swinehart, Senior Designer

Schedule – please see attached spread

Acknowledgements – While we acknowledge the City’s requirement to accept their standard contract terms, we respectfully reserve the right to negotiate those terms.

Cost Proposal – please see separate file
Schedule

**Month 1**
- Kick-off and Background Research

**Month 2**
- Community Outreach and Visioning
- Review Design Principles, Initial Code Framework and ODS Sections

**Month 3**
- Admin Draft ODS
- Feedback on Admin Draft ODS
- Public Review Draft ODS

**Month 4**
- Final ODS, Public Hearings, and Adoption

**Month 5**
- Public Workshop #1 Presentation Materials + Summary Notes
- Visual Inventory of Site Conditions
- Draft Objective Design Standards

**Month 6**
- Public Workshop #2 Presentation Materials + Summary Notes
- Public Review Draft ODS
- Final ODS and file transfer

**Month 7**
- Public Hearing #1 [Visit 3]
- Working Session to Discuss Staff Comments on Draft ODS + Procedural Changes

**Month 8**
- Public Hearing #2
- Public Hearing #3

**Month 9**
- Public Hearing #4 [Visit 3]
- Working Session to Discuss Staff Comments on Draft ODS + Procedural Changes

**Milestone Meetings**
- Kick-off Call
- Site Visit + Public Workshop (Visit 1)
- Working Session with Staff to Review Draft ODS
- Public Workshop #2 (Visit 2)
- Public Hearing #1 [Visit 3]
- Working Session to Discuss Staff Comments on Draft ODS + Procedural Changes
- Public Hearing #2
- Public Hearing #3

**Key Deliverables**
- Public Workshop #1 Presentation Materials + Summary Notes
- Visual Inventory of Site Conditions
- Draft Objective Design Standards
- Public Workshop #2 Presentation Materials + Summary Notes
- Public Review Draft ODS
- Final ODS and file transfer

Attachment: Proposal (Opticos) (2116 : Precise Plan - Objective Design Standards Contract Award)
Our full cost proposal is included separately, in accordance with the RFP requirements.
Stefan Pellegrini, AICP, LEED AP

**Principal-in-Charge**

Stefan Pellegrini’s educational degrees and professional experience in both architecture and urban design make him an expert project leader at all building scales, from single-family homes to regional plans. He has extensive experience traveling and teaching workshops abroad, a roster of groundbreaking and award-winning projects to his credit, and he is uniquely skilled at bringing diverse people and opinions together at the table to resolve conflicts and turn disagreements into productive projects. Adept at analyzing a place and drawing his ideas on paper, with a passion for traditional architecture, Stefan meticulously considers every aspect and angle of a project to create beautiful places and spaces that thrive.

His strong interest in revitalizing places, especially rural small towns and inner-city areas, comes from a childhood spent in the rust belt town of Muncie, Indiana, seeing first-hand the impact of declining industry. Before joining Opticos in 2002, Stefan brought this understanding to his work at the nationally renowned firm Urban Design Associates in Pittsburgh, Pennsylvania, where he was a senior designer and project manager for over 50 urban design and architecture projects, including groundbreaking plans that redesigned public housing into mixed-income communities through the HOPE VI program in five states (one of which won an AIA Honor Award for Urban Design), and new housing developments in North Carolina and Alabama. He also played an instrumental role in UDA’s resurrection of Architectural Pattern Books.

Stefan brings an international perspective to the firm. The recipient of a number of fellowships, including the prestigious Skidmore, Owings, and Merrill Foundation Urban Design Traveling Fellowship, he has spent months studying architecture and planning all over the world, including Scandinavia, North Africa, and Southern Europe. He teaches a number of international design workshops in Mexico, China, and Japan, and he is a lecturer in the Urban Design program at the University of California, Berkeley—all of which gives global depth and understanding to his work. In addition, Stefan is fluent in Italian.

When not traveling or working, Stefan explores his own very mixed-use neighborhood in San Francisco either on foot or on his bicycle and often accompanied by his two sighthounds. He takes public transit to work every day. He’s also an avid cook.

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**Education**

Master of Urban Design  
University of California, Berkeley

Bachelor of Architecture  
Magna Cum Laude  
University of Notre Dame

**Licenses**

California Licensed Architect  
#C32904

**Memberships**

American Institute of Certified Planners  
Certificate #020186

American Planning Association (APA)  
Small Town and Rural (STAR) Division

**Relevant Project Experience**

- Moraga Center Specific Plan + Implementation, Moraga, CA
- Rohnert Park Downtown Form-Based Code, Rohnert Park, CA
- Novato Northwest Neighborhood Study + Code, Novato, CA
- Downtown Davis Specific Plan + Form-Based Code, Davis, CA
- Downtown San Rafael Precise Plan + Form-Based Code, San Rafael, CA
- Richmond Livable Corridors, Richmond, CA
- Sonoma Boulevard Specific Plan, Vallejo, CA
- Downtown Oakland Specific Plan, Oakland, CA
Mitali Ganguly, AICP, LEED ND

Associate, Project Manager

With a background in architecture, urban design, and real estate, Mitali Ganguly is a noted expert in affordable housing, urban revitalization, and Transit-Oriented Development.

An important thread in her work of all scales is her attention to the process of urban design to bring to life plans and buildings that are livable, functional, and rooted in the character of the place. For her, the key is understanding each context in depth in order to create elements that make the place unique. Through research and collaboration, she works to go beyond convention to find the best design solution for a specific place.

Mitali holds over 12 years of professional experience designing beautiful, context-sensitive spaces and places for people of all backgrounds and walks of life. As a project manager, her roster of projects spans the micro and macro—from buildings to neighborhood plans to regional studies and strategies. She has worked extensively with public sector clients, private developers, and nonprofit entities worldwide, with completed projects in the U.S., Canada, China, and the Middle East.

Mitali has focused much of her work on small-scale Transit-Oriented Development, and she has conducted research on the topic of changing demographic trends that shape the suburbs of today. Her recent keynote, “TOD in Suburbia,” at NC State’s “Designing Beyond Downtown” conference presented a thoughtful look at how suburban neighborhoods can be made more accessible in light of changing preferences towards walkable living and shifting demographic trends among immigrants and aging baby boomers. She has also spoken at major events for the Congress for the New Urbanism, the United Nations Framework Convention on Climate Change (UNFCC), and the SXSW Cities Summit.

Mitali is a regular volunteer and Board Member of New Story, a Bay Area based non-profit organization committed to providing low-cost and disaster relief housing in South America.
Caroline Swinehart

Senior Designer

Hailing from California’s Central Valley, Caroline Swinehart is a valued contributor to a variety of Opticos’ urban design projects. In all her project work, she seeks to add beauty to the built environment and create a shared public realm that is harmonious, accessible, and environmentally responsible. She strives to design places that provide for needs of diverse user groups, ensuring longevity in evolving communities.

Since Caroline joined Opticos, she has become an integral member of the team working on many projects, including the Walkable Winton Town Center Plan in Merced County, the Blackstone-Shaw Activity Center in the City of Fresno, the Downtown Davis Specific Plan, and the Solano Avenue Complete Streets Plan in the City of Albany. She has significant experience working on charrette with local residents to develop neighborhood design guidance.

After obtaining her undergraduate degree from Yale, Caroline pursued and obtained an M.Arch and Master of Architectural Design and Urbanism from the University of Notre Dame, where she honed her skills at designing spaces in the urbanist tradition. In her professional career, she continues to develop her expertise in residential design and site design sensitive to local climate and character.

When she steps away from her drafting table, Caroline can be found in the great outdoors—either by an easel relishing natural beauty on plein air landscape painting excursions, or rock climbing in the Berkeley Hills.
FIRM OVERVIEW

Lisa Wise Consulting, Inc. (LWC) is an urban planning firm with national experience dedicated to creating zoning ordinances and development codes that enable pedestrian and transit-oriented neighborhoods, revitalize built environments, and facilitate sustainable, well-designed places to live, work, and recreate. LWC has a strong resume in zoning code updates and amendments, objective design and development standards, specific plans, design guidelines, and the economics of land use, with a constant focus on placemaking, community involvement, and feasible implementation.

LWC’s core business is working closely with cities and counties to understand the community vision, assess and update policies, programs and regulations aimed at streamlining the development review process, establishing objective design and development standards, and accelerating housing production and a mix of uses that reflects the collective vision and comply with state law. We are also focused on implementation, by considering economic, fiscal impacts, and eligibility for funding.

LWC has over 14 years of experience working with over 120 local governments in California, Nevada, Arizona, Texas, Oklahoma, North Dakota and the Middle East. We are engaged on 12 objective design and development standard projects and have successfully completed 60 comprehensive zoning code updates, diagnoses, and regulatory compliance assessments; 16 sign code updates; and over 130 long range planning, housing, economic, and finance projects on time and to our client’s satisfaction.

LWC core capabilities:

- Objective Design and Development Standards, Design Guidelines, Zoning Ordinances, Development Codes, and Form-Based Codes
- Specific Plans, TOD plans, and Downtown Plans
- Housing Policies, Affordable Housing, and Anti-Displacement Strategies
- Market Analyses, Revitalization Strategies, and Financial Feasibility Studies
- Public Engagement, Visioning, and Community Consensus Modeling

LWC was founded in 2006 and has offices in San Francisco, San Luis Obispo, and Los Angeles. LWC is a Disadvantaged Business Enterprise (DBE) in California and Texas and a certified California Small Business (SBE).

RELEVANT PROJECTS

City of Hayward
Downtown Specific Plan and Zoning Code

County of Marin
Objective Design and Development Standards for 10 Jurisdictions

City of Moraga
Downtown Specific Plan Implementation

City of Redwood City
Citywide Single-Family Residential Design Guidelines

City of Vacaville
Land Use and Development Code Audit and Update

CONTACT

San Luis Obispo (Headquarters)
983 Osos Street
San Luis Obispo, CA 93401
805.595.1345 | Office Main

San Francisco
870 Market Street, #977
San Francisco, CA 94102

Los Angeles
706 South Hill Street, #1100
Los Angeles, CA 90014
805.618.1924 | Office Direct
LISA WISE, AICP
President, Owner

As a certified planner and public accountant, Lisa has over 30 years of professional experience in specific plans, land development codes, housing policy, financial feasibility analysis, and the economic assessment of land use. Her resume includes over 16 years in the assessment and creation of land use policy in the State of California and the Western Region. Lisa is considered a national expert on code reform and housing policy and presents on the topics regularly at State and National APA, League of California Cities, ULI, and the New Partners for Smart Growth conferences. Lisa recently received the CNU Paul Crawford award for Excellence in Planning and she is adjunct faculty at California Polytechnic State University in San Luis Obispo focusing on courses in real estate finance and housing.

Lisa has been directly responsible for a breadth of large-scale projects that assess land use policy and economic performance, and make recommendations on effective policy frameworks to enable more vibrant and resilient communities. These include 34 code updates, 35 economic projects, 23 master and specific plans, 20 housing elements, and several inclusionary and employee housing studies.

Prior to founding LWC in 2006, Lisa worked for land use planning firm Crawford, Multari & Clark Associates. From 1990 to 1999, Lisa was a Manager at PricewaterhouseCoopers (PwC), one of the “Big Four” international accounting, financial services and management consulting firms.

Relevant Project Experience:

- Alameda County, CA, Ashland Cherryland Business District Specific Plan and Code
- Austin, TX, Land Development Code Update
- Benicia, CA, Mixed-Use Master Plan and Form Based Code
- Beaumont, CA, General Plan Update, Economic and Fiscal Element and Market Study
- Flagstaff, AZ, Zoning Ordinance Update
- Grover Beach, CA, Zoning Code Update and West Grand Ave. Master Plan
- Hayward, CA, Downtown Specific Plan and Development Code
- Livermore, CA, General Plan Land Use Change Economic Analysis
- Malibu, CA, Zoning Code and Local Implementation Plan Update
- Merced, CA, Bellevue Community Plan
- Mesa, AZ, Form-Based Code and Regulating Plan
- Port of San Diego, CA, Economic Revitalization Plan
- Rancho Cucamonga, North Eastern Sphere Annexation Specific Plan
- Richmond, CA, Housing Element Update, 4th and 5th Cycle
- Richmond, CA, Richmond Bay Specific Plan and Program EIR
- Richmond, CA, Livable Corridors Plan and Code
- San Luis Obispo, CA, Economic Development Strategic Plan
- San Luis Obispo, CA, San Luis Ranch Specific Plan and Code
- San Pablo, CA, Priority Development Area Implementation Plan
- Soledad, CA, Vision Program and Downtown Specific Plan and Code

PAST WORK EXPERIENCE

California Polytechnic State University
San Luis Obispo, CA, Adjunct Faculty, 2002 - Present

Crawford, Multari & Clark Associates
San Luis Obispo, CA, Professional Consultant, 2001 - 2006

San Luis Obispo County
San Luis Obispo, CA, Staff Planner, 2000 - 2001

Governor’s Office of Planning & Research
Sacramento, CA, Intern, 1999 - 2000

PricewaterhouseCoopers, LLP
New York, NY, Financial Services Manager, 1990 - 1999

EDUCATION

California Polytechnic State University
San Luis Obispo, CA, Masters of City & Regional Planning, 2001

DePaul University
Chicago, IL, M.S. Accountancy, 1990

University of Cincinnati
Cincinnati, OH, B.S. Business Administration in Marketing & Finance, 1987

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
2001 - Present

Certified Public Accountant, 1991

Congress for New Urbanism
2003 - Present

Paul Crawford Award for Excellence in Planning, 2017

Form-Based Code Institute
Chair, 2015 - 2018
Treasurer, 2014 - 2015
MONICA SZYDLIK, AICP  
Senior Associate

Monica brings over 16 years’ experience in planning and design to the firm. Her career has focused on leading transit-oriented development plans, streetscape design, design guidelines, form-based development regulations, and zoning code updates. Her skills include managing multi-disciplinary teams, clear and informative communication with client and team members, facilitating community outreach events, and coordinating presentations and deliverables. Monica integrates graphic tools into her work such as 3-D modeling and diagramming and photo simulations. Monica's background includes and emphasis on architecture and landscape design.

The core of Monica’s professional career is physical planning and urban design with an emphasis on supporting livable and sustainable neighborhoods and communities. Monica holds a Master or Architecture from the University of Michigan, Ann Arbor, and a Bachelor of Arts in History from the University of California, Berkeley.

Relevant Project Experience:

- Avondale, AZ, Avondale City Center Specific Area Plan
- Belmont, CA, Belmont Village Specific Plan
- Burbank, CA, Single-Family Neighborhood Compatibility and Design Project
- Honolulu, HI, Downtown and Kalihi Neighborhood TOD Plans
- Honolulu, HI, Public Views Study
- Livermore, CA, Isabel Neighborhood Plan and EIR
- Paso Robles, CA, Beechwood Specific Plan
- Oakland, CA, Oakland-Alameda Freeway Access Plan
- Redwood City, CA, Hillside Regulations
- Redwood City, CA, Residential Design Guidelines
- San Bruno, CA, Bayhill Specific Plan
- San Diego, CA, Mission Valley Community Plan - Urban Design
- San Francisco, CA, Bayshore Station Relocation Project
- San Jose, CA, Santana Row/Valley Fair and Winchester Boulevard Urban Village Master Plans
- San Pablo, CA, San Pablo Avenue Specific Plan
- Santa Cruz County, CA, Santa Cruz County Accessory Dwelling Unit Study
- South Lake Tahoe, CA, Tahoe Valley Development and Design Standards
- South San Francisco, CA, El Camino Real/Chestnut Avenue Area Plan
- St. Helena, CA, Zoning Code Update
- Tehachapi, CA Oak Tree Village Specific Plan
- Vacaville, CA, Land Use and Development Code Audit
- Woodland, CA, Comprehensive Zoning Code Update

PAST WORK EXPERIENCE

Dyett & Bhatia Urban and Regional Planners  
Oakland, CA, Senior Associate, 2006 - 2018

Kirk Miller Affiliates  

EDUCATION

University of Michigan, Ann Arbor  
Master of Architecture

University of California, Berkeley  
B.A. History

CERTIFICATIONS & MEMBERSHIPS

American Institute of Certified Planners  
2017 - Present  
License #330767

AWARDS

APA, California Chapter Award of Excellence, 2018  
Belmont Village Specific Plan

APA, Hawaii Chapter Honor Award for Urban Design, 2016  
Downtown and Kalihi Neighborhood TOD Plans

APA, California Northern Section Award of Honor for Neighborhood Planning, 2012  
El Camino Real/Chestnut Avenue Area Plan

APA, Arizona Chapter Award, Master Plan Category, 2009  
Avondale City Center Specific Area Plan
ALEX CHAPMAN
Associate

Alex specializes in long-range planning, urban design, graphics, document production, and policy and code review and summary. His role at LWC focuses on existing conditions and data analysis, mapping, design and preparation of community outreach and visual survey material, document and report management and preparation of preliminary drafts and reports.

Alex's background includes an internship with the Scott's Valley Planning Department and a fellowship with the City of San Jose's Environmental Services Department where he developed programs to enable the City of San Jose achieve Zero Net Carbon (ZNC) development and the elimination of natural gas in buildings. He also assisted in development and review of RFPs, sustainability plans, staff reports, and administration of grants. His experience also includes assisting with the facilitation of community outreach events and training workshops, gathering community feedback, and production of an informational video. Alex holds a Bachelor of City and Regional Planning degree from California Polytechnic State University, San Luis Obispo.

Relevant Project Experience:
- Redwood City, CA, Residential Design Guidelines
- Riyadh, Saudi Arabia, Form Based Code Woodland Comprehensive Code Update
- St. Helena, CA, Zoning Code Update
- Woodland, CA, Comprehensive Zoning Code Update
MEHA PATEL
Associate

Meha focuses on land use and development pattern-related research, data-driven graphics, and preparation of drafts, reports and presentations to support LWC zoning code and objective design and development standards work. She brings strong technical expertise in graphic design and modeling software (Adobe Creative Suite and SketchUp). She developed and works closely with LWC Project Managers to maintain an extensive database of illustrations of key residential design elements, form-based code graphics, and sign code graphics.

Meha's background includes an internship with the Community Development Department in Redwood City, where she provided planning counter assistance to applicants and the public, reviewed plans for compliance with the zoning ordinance and city policies, and researched and collected data on projects such as Missing Middle Housing, accessory dwelling units regulations and policies, and wireless communication facilities. While working at William Hezmalhalch Architects in San Ramon, she prepared conceptual and illustrative site plans, produced submission plan documents, and assisted the graphic team in designing exterior architectural graphics. Meha holds a Bachelor of Science degree in City and Regional Planning and a minor in Sustainable Environments from California Polytechnic State University, San Luis Obispo.

Relevant Project Experience:
- Kingman, AZ, Zoning Code Update
- Marin County, CA, Objective Design and Development Standards
- Orange, CA, Sign Regulations Update
- Paso Robles, CA, Beechwood Specific Plan
- Redwood City, CA, Residential Design Guidelines
- Tehachapi, CA, Oak Tree Village Specific Plan
- Vacaville, CA, Land Use and Development Code Update
- Woodland, CA, Comprehensive Zoning Code Update

PAST WORK EXPERIENCE

City of Redwood City, CA
Internship, Community Development & Transportation, Planning & Housing
June 2019 - September 2019

City of Parlier
Undergraduate Student Planner, General Plan Sustainable Communities and Environmental Resources Element
September 2018 - March 2019

William Hezmalhalch Architects, Inc. (WHA)
Urban Planning Intern
June 2018 - September 2018

EDUCATION

California Polytechnic State University, San Luis Obispo, CA
Bachelor of Science in City & Regional Planning
Minor in Sustainable Environments

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
2015-Present
Cost Proposal

This section of our proposal provides a proposed project budget for the scope of services provided in the RFP. The enclosed budget includes total direct costs and all other costs associated with the scope of services provided.

Fees by Task

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<thead>
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<th>Project Task</th>
<th>Opticos Design</th>
<th>Lisa Wise Consulting</th>
<th>Total Fee</th>
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<td>3A. Project Kickoff, Background Research + Visual Inventory</td>
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<td>3B. Objective Design Standards: Administrative Draft</td>
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<td>3C. Community Feedback Tool</td>
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<td>3D. Project Management + Coordination</td>
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<td>3E. Optional Tasks: Public Workshops</td>
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<td><strong>Total Fee with Optional Tasks (including expenses)</strong></td>
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Additional Terms

1. Budget includes costs related to three (3) public hearings, but assumes costs related to two (2) Public workshops as an “optional task” included as Task 3E.

2. Client shall be paid on a fee basis in accordance with the table enclosed.

3. Any additional tasks performed outside of those specified above, such as attending additional meetings or completing additional revisions beyond the hours or number of revisions specified above, will be compensated at the hourly rates listed in the table above (subject to increase by five percent (5%) on January 1 of each calendar year occurring during the term of this agreement.)

<table>
<thead>
<tr>
<th>Position at Opticos Design</th>
<th>Hourly Rate</th>
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<td>Principal</td>
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<td>Senior Associate</td>
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Hourly Rates
This determination represents Housing Element Annual Progress Report (APR) data received as of June 25, 2019. The following 28 jurisdictions have met their prorated Lower (Very-Low and Low) and Above-Moderate Income Regional Housing Needs Assessment (RHNA) for the Reporting Period and submitted their latest APR (2018). These jurisdictions are not currently subject to the streamlined ministerial approval process (SB 35 (Chapter 366, Statutes of 2017) streamlining), but the jurisdictions are still encouraged to promote streamlining. All other cities and counties beyond these 28 are subject to at least some form of SB 35 streamlining, as indicated on the following pages.

For more detail on the proration methodology or background data see the SB 35 Determination Methodology.

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SB 35 Statewide Determination Summary

Cities and Counties Subject to SB 35 Streamlining Provisions

When Proposed Developments Include ≥ 10% Affordability

When jurisdictions have insufficient progress toward their Above Moderate income RHNA and/or have not submitted the latest Housing Element Annual Progress Report (2018), these jurisdictions are subject to the streamlined ministerial approval process (SB 35 (Chapter 366, Statutes of 2017) streamlining) for proposed developments with at least 10% affordability.

These conditions currently apply to the following 298 jurisdictions:

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When Proposed Developments Include ≥ 10% Affordability

When jurisdictions have insufficient progress toward their Above Moderate income RHNA and/or have not submitted the latest Housing Element Annual Progress Report (2018), these jurisdictions are subject to the streamlined ministerial approval process (SB 35 (Chapter 366, Statutes of 2017) streamlining) for proposed developments with at least 10% affordability.

These conditions currently apply to the following 298 jurisdictions:

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When proposed developments include ≥ 10% affordability

When jurisdictions have insufficient progress toward their Above Moderate income RHNA and/or have not submitted the latest Housing Element Annual Progress Report (2018), these jurisdictions are subject to the streamlined ministerial approval process (SB 35 (Chapter 366, Statutes of 2017) streamlining) for proposed developments with at least 10% affordability.

These conditions currently apply to the following 298 jurisdictions:

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Cities and Counties Subject to SB 35 Streamlining Provisions

When Proposed Developments Include ≥ 50% Affordability

When jurisdictions have insufficient progress toward their Lower income RHNA (Very Low and Low income), these jurisdictions are subject to the streamlined ministerial approval process (SB 35 (Chapter 366, Statutes of 2017) streamlining) for proposed developments with at least 50% affordability. If the jurisdiction also has insufficient progress toward their Above Moderate income RHNA, then they are subject to the more inclusive streamlining for developments with at least 10% affordability.

The following list includes the 213 jurisdictions that are not subject to SB 35 streamlining for proposed developments with ≥ 10% affordability, but are subject to SB 35 streamlining for proposed developments with ≥ 50% affordability.

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<td>35 CLAREMONT</td>
<td>70 GLENDAORA</td>
<td>105 MALIBU</td>
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Cities and Counties Subject to SB 35 Streamlining Provisions

When Proposed Developments Include ≥ 50% Affordability

When jurisdictions have insufficient progress toward their Lower income RHNA (Very Low and Low income), these jurisdictions are subject to the streamlined ministerial approval process (SB 35 (Chapter 366, Statutes of 2017) streamlining) for proposed developments with at least 50% affordability. If the jurisdiction also has insufficient progress toward their Above Moderate income RHNA, then they are subject to the more inclusive streamlining for developments with at least 10% affordability.

The following list includes the 213 jurisdictions that are not subject to SB 35 streamlining for proposed developments with ≥ 10% affordability, but are subject to SB 35 streamlining for proposed developments with ≥ 50% affordability.

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<td>156 ROLLING HILLS ESTATES</td>
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<td>167 SAN JUAN CAPISTRANO</td>
<td>204 WALNUT CREEK</td>
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<td>131 PALM SPRINGS</td>
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<td>179 SCOTTS VALLEY</td>
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AGENDA TITLE: First Amendment to the Memorandum of Understanding with Orinda Union School District for Scheduling and Maintenance of Sports Fields

RECOMMENDATION:
Authorize City Manager to execute the first amendment to the Memorandum of Understanding with the Orinda Union School District for the Scheduling and Maintenance of the Sports Fields at the Five District Schools to provide for definitive reimbursement of maintenance costs by the district during times when the fields can’t be used and to give priority to City activities outside of school hours when there are no district scheduled programs

BACKGROUND:
The City and the Orinda Union School District (District) have a long standing relationship that has produced a number of successful partnerships for the community. In keeping with this tradition, the City and District entered into a Memorandum of Understanding (MOU) regarding the maintenance and scheduling of the District’s six athletic fields in October 2018, with maintenance efforts commencing in January 2019 and the acceptance of rental requesting beginning for the spring of 2019. Both the City and District have an interest in providing an improved recreational resource to meet district and community demand, generating revenue to offset maintenance and operating costs, and enhancing the existing partnership between our entities.

DISCUSSION:
Due to lack of resources at the District, the fields had not been maintained at a level which either the district or the field users would prefer. In fact, during the last few years the District was managing field usage and maintenance, rental usage dropped significantly and, in the fall of 2018, the Lamorinda Soccer Club, the District’s largest renter, stopped using the fields due to safety concerns.

Implementation of the MOU began on January 1, 2019. With the extremely wet winter and spring in early 2019, the fields were not usable for most of the first half of the year. The City then utilized the summer break to address the most glaring safety and maintenance issues at several fields, including significant work at Del Rey Elementary. However, since many previous field renters had moved to different facilities and/or remained apprehensive about the condition of the school fields, the amount of paid rentals for the remainder of 2019 was limited. At the end of 2019, the City’s expenses for maintaining the fields exceeded the revenue collected by approximately $51,000.

The deficit has increased since the COVID shelter in place which has prohibited the use of the fields.
Staff from OUSD and the City began discussions as to how the agreement could continue. The discussions focused on proposed changes which place a higher priority on the elimination of the past deficit before the pursuit of extensive field improvements and revenue sharing with OUSD for previously collected revenue (See Section V of the Agreement). In addition to this issue the proposed amendments to the MOU also address 1) the District’s submission of use requests and the City’s ability to rent space; and 2) ongoing overuse and maintenance concerns.

The amendments were supported in principal by the City/OUSD 2X2 Committee at a February 20, 2019 meeting. The coronavirus pandemic has reprioritized actions for both entities. As it relates to this MOU, the closure of the fields reduces revenue available to reimburse the City for prior year expenditures in excess of the revenue collected. The staff from both agencies discussed the cooperative benefits of the agreement and how further revisions could help to mitigate the current situation. OUSD included the revisions in the proposed Amendment that was approved unanimously by the OUSD School Board at their meeting on May 11, 2020. These revisions are also in the redlined draft attached to this report. The language added after the City/OUSD 2X2 Committee meeting provides that the City would receive a payment of $10,000 from OUSD to cover the maintenance expense during the first quarter of 2020; and $10,000 for each future quarter in which the health order prohibits public use of the sports fields. The amendment also provides that if the agreement is terminated OUSD will reimburse the City for any deficit that remains at the time.

**NEXT STEPS:**
The City and Orinda Union School District desire to amend the existing MOU whereby City staff will schedule the use of the District’s athletic fields during non-school hours and also provide regular maintenance. Staff is seeking approval of the amendment that includes new items to address a method for the City to resolve the existing deficit, the District’s submission of use requests and the City’s ability to rent space, and ongoing overuse and maintenance concerns.

**FISCAL IMPACT:**
Prior to the outbreak and closure of facilities and fields, the rentals of the school fields were increasing in number and the maintenance deficit at that time was approximately $50,000. The maintenance contract continues to be based entirely on time and materials, and City staff will monitor expenses. Prior to the closure, revenues were expected to exceed expenses in 2020. Although maintenance continued on the fields at minimum levels during the current closure, staff remain optimistic that ongoing revenue funds will cover expenses. Within the City accounting system Staff will continue to track associated revenue and expenses using Project Code – 034 OUSD / Joint City Facilities.

**ATTACHMENTS:**
A. OUSD Agreement Amendment

Respectfully Submitted by:
Prepared By: Todd Trimble, Director of Parks and Recreation

Approved by:

Steve Salomon, City Manager  5/15/2020
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ORINDA AND THE ORINDA UNION SCHOOL DISTRICT
FOR THE USE AND MAINTENANCE OF SCHOOL DISTRICT PLAY FIELDS

This Memorandum of Understanding ("Agreement") is entered into on this 18th day of September by and between the City of Orinda (hereinafter "CITY") and the Orinda Union School District (hereinafter "DISTRICT") (collectively "Parties" or individually "Party") for the purpose of operating, maintaining, and improving the play fields at Wagner Ranch Elementary School, Del Rey Elementary School, Sleepy Hollow Elementary School, Glorietta Elementary School, and Orinda Intermediate School, located in Orinda, California.

WHEREAS, the DISTRICT owns the play fields, representing that certain real property which are displayed and attached hereto as "Exhibit A" and hereinafter referred to as the "Play Fields"; and

WHEREAS the CITY and the DISTRICT desire to enter into this cooperative Agreement for CITY to fund the cost of and carry out field maintenance and improvements and to schedule and coordinate use of the Play Fields for CITY recreational programs and events when not in use by the DISTRICT thereby reducing DISTRICT costs and providing community benefits; and

WHEREAS, as part of its facilities plan, the DISTRICT wishes to have improved fields which will be utilized by students during school hours; and,

WHEREAS, the CITY has determined that the Orinda community would benefit from public use of the Play Fields that does not interfere with school uses; and

WHEREAS, the DISTRICT and the CITY have determined that it is to their mutual advantage to enter into this Agreement which will allow for DISTRICT use of enhanced fields in conjunction with its educational mission and allow the CITY to provide a valuable recreational amenity to the community; and

WHEREAS, this Agreement has been prepared jointly by the DISTRICT and the CITY for the purpose of setting forth the terms and conditions by which the Parties agree to jointly utilize the Play Fields; and

WHEREAS, the CITY and the District believe that this Agreement will provide for an economically viable means of providing recreational opportunities that will benefit the entire community; and

WHEREAS, it is the purpose of this Agreement to set forth the responsibilities and rights of the Parties hereto with respect to the Play Fields; and

WHEREAS a cooperative agreement between the entities is necessary since the Play Fields are owned by the DISTRICT, and not the CITY.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties hereto as follows:

I. Term

   A. The initial term of this Agreement shall be two years, beginning January 1, 2020 and ending December 31, 2021.
B. The representatives of each Party designated below ("Representatives") will meet quarterly during the initial term to coordinate implementation of the Agreement. The Representatives shall present a progress report and their recommendations regarding extension of the Agreement to the Parties after 18 months. If the Parties determine to extend the Agreement, the additional term shall commence upon the end of the initial term. The Representatives will meet every six months during the additional term to coordinate implementation of the Agreement. The designated Representatives are:

<table>
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<tr>
<th>CITY:</th>
<th>DISTRICT:</th>
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<tbody>
<tr>
<td>Name: Todd Trimble, City of Orinda</td>
<td>Name: Stuart House, OUSD Director of Facilities</td>
</tr>
<tr>
<td>Director of Parks and Recreation</td>
<td>Address: 8 Altarinda Road, Orinda</td>
</tr>
<tr>
<td>Address: 28 Orinda Way, Orinda</td>
<td>Phone: (925) 258-6203</td>
</tr>
<tr>
<td>Phone: (925) 254-2445</td>
<td>E-mail: <a href="mailto:shouse@orindaschools.org">shouse@orindaschools.org</a></td>
</tr>
<tr>
<td>E-mail <a href="mailto:ttrimble@cityoforinda.org">ttrimble@cityoforinda.org</a></td>
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C. Either Party may terminate this Agreement upon giving ninety (90) days written notice to the other Party. In the event of termination of the Agreement under this section, all rights to the Play Fields given to CITY pursuant to this Agreement shall revert to DISTRICT.

D. If either Party terminates this Agreement while a CITY deficit remains, the DISTRICT shall reimburse the CITY for the remaining deficit.

II. Use and Control of Fields

A. The DISTRICT has ultimate control of the Play Fields and shall have exclusive use, control of, and responsibility for the Play Fields during School Hours. CITY shall have exclusive use, control of, and responsibility for the Play Fields during scheduled uses outside of School Hours except as otherwise provided herein. DISTRICT and CITY shall ensure adequate supervision of uses on the Play Fields during the periods of their respective exclusive use. The City shall enforce all DISTRICT rules, regulations, and policies set forth in Exhibit B. Exhibit B may be modified by DISTRICT from time to time subject to consent of the CITY’s Representative, which consent shall not be unreasonably withheld.

B. “School Hours” means the period of time on School Days from 7:00 a.m. to 4:00 p.m. for Del Rey Elementary, Glorietta Elementary, Sleepy Hollow Elementary, and Wagner Ranch Elementary, and 7:45 a.m. to 5:00 p.m. for Orinda Intermediate School. Exhibit C to this Agreement designates School Days for the first nine (9) months of the initial term of this Agreement and any School Days that have School Hours other than as specified herein. DISTRICT shall provide CITY with regular updates to Exhibit C throughout the term of this Agreement at least three months in advance of the first date listed on the update. In general, “School Days” means days on which students and faculty are scheduled to be in attendance. In the event a summer school or extended year program is designated by the DISTRICT at one or more of the schools, the CITY and DISTRICT agree to work collaboratively and in advance on the appropriate use of the Play Fields.
C. The DISTRICT has provided all keys to the CITY that are required to access Play Fields for the purposes outlined in this Agreement.

D. The keys must be immediately surrendered upon termination or expiration of this Agreement. Keys shall not be duplicated by the CITY. The CITY shall notify the DISTRICT immediately in the event that any key is lost or stolen. DISTRICT shall provide training as needed to the CITY’s employee(s) responsible for opening and locking Play Fields.

III. City Use and Scheduling of Fields

A. Responsibility for scheduling, control, and supervision of all authorized uses of the Play Fields outside School Hours rests with the CITY, including opening, closing, and general security of the Play Fields. CITY shall schedule use of the Play Fields in accordance with CITY standard policies and priorities for CITY recreation facilities during non-School Hours. Nothing in this Agreement shall be construed to prevent use by outside groups or organizations that request use and are approved for use of the Play Fields by CITY, in accordance with those policies and payment of fees and compliance with all use restrictions in this Agreement.

B. Play Fields may be accessed by CITY staff or representatives of a third party user group for set-up fifteen minutes prior to the conclusion of School Hours. Use of Play Fields shall cease no later than thirty minutes after sunset.

C. Exceptions and other provisions related to the above hours of use are as follows:

1. DISTRICT shall have first priority for scheduling DISTRICT uses outside of School Hours when abiding by the reservation schedule noted below. In the event of an unanticipated change in schedule, the DISTRICT may request has the right to preempt a third party user group to facilitate a school sponsored activity or event (except not OUSD’s Afterschool Enrichment uses). Such instances are anticipated to be infrequent, and both Parties agree to work collaboratively and as far in advance as possible on the impact of such DISTRICT use on any previously scheduled CITY use. Advance notice by the DISTRICT to the CITY of reservations for school uses outside of School Hours shall be made as far in advance as possible. To ensure first priority use When possible, advance notice by the DISTRICT shall be provided to the CITY according to the following schedule:

   (a) Reserved dates submitted to the CITY by the DISTRICT by October 15th of each year for dates occurring between January 1st and March 31st of the subsequent calendar year.

   (b) Reserved dates submitted to the CITY to the DISTRICT by January 15th of each year for dates occurring between April 1st and June 30th of the same calendar year.

   (c) Reserved dates submitted to the CITY by the DISTRICT by April 15th of each year for dates occurring between July 1st and September 30th of the same calendar year.
Reserved dates submitted to the CITY by the DISTRICT by July 15th of each year for dates occurring between October 1st and December 31st of the same calendar year.

2. DISTRICT shall have exclusive use, control of, and responsibility for the Play Fields during periods of DISTRICT use outside School Hours.

2-3. DISTRICT acknowledges that City may rent fields, abiding by the process in the agreement, if a school fails to provide requests for Afterschool Enrichment programs by established deadline.

D. CITY shall attempt to allocate scheduling of programs during non-School Hours based on the following (with "Priority A" receiving the first priority in scheduling, "B" receiving second priority, etc.):

1. Priority A- City of Orinda operated programs and activities.
2. Priority B- Programs operated by public/private schools in City of Orinda and groups with 50% or greater Orinda residents.
3. Priority C- Programs operated by non-profit organizations and public/private schools outside of Orinda and groups with less than 50% Orinda residents.
4. Priority D - Commercial and private use.

E. The CITY shall maintain a master calendar of all events scheduled outside School Hours and a copy of the calendar shall be provided to the DISTRICT upon request. DISTRICT agrees to have school principals utilize and submit an annual scheduling form developed by the CITY in order for the CITY to create and maintain said master calendar.

F. The CITY shall comply with all applicable laws, regulations, and DISTRICT policies in its use of the Play Fields, including any applicable provisions of the California Education Code and the District’s Integrated Pest Management Plan.

IV. Maintenance

A. The CITY shall be responsible for ongoing maintenance of the Play Fields. Maintenance shall be provided in a manner such that the Play Fields will not deteriorate from their current condition, subject to normal wear and tear. Exhibit D documents the current condition of the Play Fields.

B. Exhibit E sets forth maintenance standards for the Play Fields. This Exhibit may be updated from time to time upon the mutual agreement of the DISTRICT and CITY Representatives.

C. DISTRICT shall perform minor clean up during the school day adequate to begin recreation programming after that day’s School Hours. The CITY and/or third party users shall perform minor clean up related to programmed activities outside School Hours.
D. Prior to use of any Play Field, the Party using the field shall inspect the field to ensure that it is suitable for the intended use. If any unsatisfactory conditions are identified, that Party shall adjust the intended use accordingly and notify the other Party of the condition. CITY shall promptly take action to remedy the unsatisfactory condition.

E. DISTRICT agrees to work with the CITY and the City’s contractor to address areas of overuse on a field(s); the City’s contractor will identify the areas and the CITY will work with the DISTRICT to temporarily relocate use away from the affected area. If unsuccessful and the need arises for essential turf repair or renovation, CITY and DISTRICT shall work together to determine how to allow the grass appropriate time to recover; if necessary, the field, or a portion thereof, will be closed temporarily.

F. DISTRICT agrees to maintain efforts towards rodent abatement by retaining the services of a reputable company, particularly at the fields deemed to possess the highest need until the DISTRICT and CITY agree that a problem no longer exists; rodent eradication is essential for field renovation and maintaining appropriate field condition.

D-G. DISTRICT and CITY agree to pursue solutions to drainage issues, particularly at Orinda Intermediate School and Sleepy Hollow Elementary School, by discussing at least solutions annually and agreeing to expend funding on the most critical issues; current condition limits field availability, affecting both the DISTRICT and the City.

V. Expenses/Use of Revenues

A. The deficit for the initial operating period (Jan. – Dec., 2019) was approximately $51,000. Dec30

A-B. CITY shall account for revenues received in connection with third-party use of Play Fields. Those revenues shall be used in the following priority:

1. Payment of $10,000 by District by June 30, 2020 to partially offset the deficit of $51,000 which exists on April 1, 2020 and $10,000 for each future quarter in which the Contra Costa Health Service health order prohibits public use of the sports fields (i.e., September 30, 2020, December 31, 2020, March 31, 2021; City will provide notification one month prior to each due date).

2. Regular maintenance and rental administration (estimated at approximately $75,000 per year) by CITY;

3. Repayment of the deficit incurred by the CITY during the initial operating period.

4. Improvements to the Play Fields identified by mutual agreement of the DISTRICT and CITY representatives with a cost not to exceed $10,000 per year;
2.5. Reimbursement to DISTRICT of $45,000 per year to offset revenue no longer received from user groups; and

3.6. Any additional revenues shall be split equally between DISTRICT and CITY.

CITY shall provide DISTRICT an annual report documenting revenues and expenses in connection with administration of this Agreement together with payment for amounts due as set forth above. The report and payment shall be submitted to District’s Representative no later than one month after the close of the annual reporting period (October 1). Fee adjustments, if any, shall be documented in the annual report from the CITY. The provisions of this section survive termination or expiration of this Agreement.

VI. Utilities

A. Utilities shall be procured by the DISTRICT and shall include the furnishing of water and other public utilities and for the removal of solid waste and recyclables associated with use of the Play Fields.

B. Trash collection will be the responsibility of all Play Field users. Should a user group outside of School Hours not perform satisfactory trash collection, CITY shall require that group to reimburse the DISTRICT for custodial time needed for trash collection. The DISTRICT shall invoice the group directly.

C. CITY and/or third party users will arrange for portable toilets as needed and will be responsible for the cost of rental and regular servicing said toilets.

VII. Damage Directly Attributable to a Single Party

A. In the event that the CITY or a third party user authorized by CITY breaks or damages any equipment or fixture on the Play Fields outside of School Hours and during authorized rental time, the CITY shall be responsible for the repair or replacement thereof using materials of equal quality to those damaged or destroyed as part of the maintenance obligations described in section V.A.1. The DISTRICT shall have prior approval for repairs or replacement where the total cost of said repair or replacement exceeds $1,000, except when immediate repairs are necessary to correct a hazardous condition and prior DISTRICT approval is impractical to obtain.

B. In the event that the DISTRICT or a third party user authorized by DISTRICT breaks or damages any equipment or fixture, the DISTRICT shall be responsible for payment for and performance of the repair or replacement thereof using materials of equal quality to those damaged or destroyed.

C. The above provisions do not apply to breakage or damage due to normal wear and tear of the facility. In these cases, the CITY shall make all necessary maintenance repairs and/or replacements in a timely manner.

VIII. Campus Security/Parking
A. Exhibit F includes DISTRICT’s rules with respect to campus security and parking outside of School Hours. The CITY will inform all users of these rules. Exhibit F may be modified by DISTRICT from time to time subject to consent of the CITY’s representative, which consent shall not be unreasonably withheld.

B. CITY maintenance staff and CITY maintenance contractors will undergo and be cleared through appropriate background checks identified by DISTRICT representative prior to working on school property. The CITY and the DISTRICT representatives will jointly determine appropriate times at which on-campus maintenance work may take place.

IX. Indemnification

A. Each Party shall indemnify, defend, and hold harmless the other Party against and from any and all claims or suits for damages or injury arising from the indemnifying Party’s performance of this Agreement or from any activity, work or thing done, permitted or suffered by the indemnifying Party in conjunction with the performance of this Agreement and shall further indemnify, defend and hold harmless the other Party against and from any and all claims or suits arising from any breach or default or any performance or any obligation of the indemnifying Party hereunder, and against and from all costs, attorneys’ fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification. For purposes of this Section IX.A, references to “Party” shall include the relevant Party’s governing body and members thereof, employees, agents, and representatives.

B. The provisions of this section survive termination or expiration of this Agreement.

X. Liability Insurance

Each Party shall name the other Party as an additional insured on all liability insurance policies or self-insurance program which the Parties shall maintain in effect for the duration of this Agreement. Each Party shall provide to the other Party a Certificate of Insurance with a combined single limit of $2,000,000 for damage to persons or property.

XI. Amendment of Agreement

Any changes to this Agreement must be approved by the Orinda City Council or its designee and the Orinda Union School District Board of Trustees or its designee.

XII. Notice

All correspondence and notice to the Parties indicated herein shall be sent to the Parties as follows:

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<th>CITY</th>
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<tbody>
<tr>
<td>City Manager, City of Orinda</td>
<td>Superintendent, Orinda Union School District</td>
</tr>
<tr>
<td>22 Orinda Way</td>
<td>8 Altarinda Drive</td>
</tr>
<tr>
<td>Orinda, CA 94563</td>
<td>Orinda, CA 94563</td>
</tr>
</tbody>
</table>
Any notice or other communication which either Party may desire to give to any other Party under this Agreement must be in writing and may be given by any commercially acceptable means, including via first class Certified Mail, personal delivery or overnight courier, to the Party to whom the notice is directed at the address of the Party as set forth above, or at any other address as that Party may later designate by Notice. Any notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, Certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

XIII. General Matters

A. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

B. This Agreement is made in Contra Costa County, California. The venue for any legal action in state court filed by a Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Contra Costa. The venue for any legal action in federal court filed by a Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.

C. Nothing contained in this Agreement shall be construed to create any rights in third Parties and the Parties do not intend to create such rights.

D. In the event that any Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorneys’ fees incurred in connection with such action.

E. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

F. This Agreement is binding on the heirs, successors and assigns of the Parties hereto; provided, however, that neither Party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other Party.

G. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

H. The persons indicated below are legally authorized to execute this Agreement on behalf of the respective Parties, and to bind the respective Parties to this Agreement.

I. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included.
XIV. Entire Understanding

This Agreement may be executed in counterparts and contains the entire understanding between the Parties hereto. No promise, representation, warranty or covenant not included in the Agreement has been or is relied on by any of the Parties hereto.

IN WITNESS WHEREOF the Parties have executed this Agreement which shall become effective upon the date of the execution of the Agreement by all Parties.

__________________________________
Mr. Steve Salomon
City Manager
City of Orinda

__________________________________
Dr. Carolyn Seaton
Superintendent of Schools
Orinda Union School District

Exhibit List
Exhibit A – List and Diagrams of Play Fields
Exhibit B – District rules, regulations, and policies for Play Fields
Exhibit C – School Hour Calendar

Attachment: OUSD Agreement Amendment (2123 : First Amendment to the MOU with OUSD regarding Fields)
AGENDA TITLE: Discuss Recommendations for Placing a Local Measure on the Ballot for the November 2020 election to Increase and/or Extend the Current 0.5% Transaction and Use Tax (“Add-On Sales Tax”) and authorize the City Manager to execute a contract amendment with FM3 (Polling consultant) to conduct a tracking poll for an additional $15,000.

RECOMMENDATION:
(Two recommendations listed below)
1) The Citizens Infrastructure Oversight Commission at its May 5, 2019 Special Meeting unanimously (5-0, 2 members not present) recommended to the City Council that it is mandatory to seek an extension of the existing 0.5% TUT, and it is desirable to pursue an increase to 1.0% TUT in order to fund important needs for public road and drainage infrastructure. The City Council should consider the likelihood of voter approval when weighing the need to increase the TUT and the length of time for the tax to sunset.

2) Staff recommends the City Council pursue placing a ballot measure this November before the Orinda voters to approve a 1.0% Transaction and Use Tax (TUT) (also called “Add-On Sales Tax”) with a 20 year sunset provision which will expire in March of 2041. This proposed measure will establish a new 1% TUT and supersede/replace the existing 0.5% TUT that is set to expire in 2023.

The passage of this new 1% TUT (“Add-On Sales Tax) measure would provide the City funding to aggressively address wildfire fuel reduction activities on City land and to prepare for emergency response and evacuation planning for possible earthquakes, wildfires, flooding, and landslides. In addition, the remaining funds would be used to repair a significant portion of the $10 million of immediate drainage pipe rehabilitation needs in the next five years and to provide long term maintenance of the recently repaved City public road system which the tax payers invested $55 million in over the last six years.

At the June 16, 2020 City Council meeting, City staff will outline the results of working with MOFD and vegetation management consultants to estimate the required one-time funding to aggressively address fuel reduction on all City owned properties and determine the annual routine maintenance costs for trimming and removing vegetation before each fire season.

The City Council is requested to authorize the City Manager to execute a contract amendment with FM3 (Polling consultant) to conduct a tracking poll for additional $15,000.
BACKGROUND:
At the April 21, 2020 City Council meeting, Fairbank, Maslin, Maullin, Metz & Associates (FM3), presented the polling results of a potential November 2020 Transaction Use Tax (local sales tax) ballot measure. The City Council has been contemplating placing a ballot measure before the Orinda voters to increase and/or extend the existing TUT of 0.5% to raise additional funds toward high priority needs based on feedback from the community.

The polling questions were approved in late January 2020 by the Revenue and Tax Measure Subcommittee (consisting of Mayor Gee and Vice Mayor Worth). The primary focus of the poll was to determine if the registered voters of Orinda would renew the existing half-cent sales tax and increase it by a half-cent. The remainder of the polling questions tested what projects or services they would like to see this additional funding used toward, and the level of support if the tax was for 10 years or in perpetuity. The Subcommittee agreed that it would be a good opportunity to poll the community about another potential future funding measure for repairing and accepting ownership of private roads and/or private storm drain systems. These questions were asked after the polling questions regarding the increased half-cent sales tax; since the subcommittee decided that funding from the Add-On Sales Tax was not planned to be used toward the acquisition and maintenance of private roads or private storm drains.

GENERAL TAX
The revenue generated through a TUT (“Add-On General Sales Tax”) requires a simple majority (50%+) approval. General sales tax cannot be committed to a specific project or single purpose. Specifically, revenue generated by a general sales tax must be placed in the General Fund and must be available for any and all municipal purposes. This has been the case for the City's current 0.5% TUT revenue. Once the funds are received in the General Fund, the City Council could annually appropriate the new revenue to any city service; however, the City Council has chosen the past 6+ years that this revenue be annually allocated for road and drainage infrastructure. The City accounts for these funds in a separate sub-fund to provide transparency on how the funding is used.

Current Add-On Sales Tax Measure Will Expire
The primary reason for authorizing a public opinion poll is the City's current 0.5% TUT (“Add-On General Sales Tax”) will be expiring within three years. On November 6, 2012, Orinda voters approved Measure L a 0.5% (½ cent) transaction and use tax for a ten year period. Collection of the additional tax began on April 1, 2013 and unless extended by the voters, will end on March 31, 2023.

During the first six full years that the tax has been collected it has provided over $6.6 million of locally controlled revenue. The TUT (“Add-On General Sales Tax”) revenue has been on average approximately $1.1 million annually and in the most recent two years it had increased to approximately $1.2 million. The funds generated by this general tax have been budgeted by the City Council primarily for public residential roads and for drainage maintenance/rehabilitation. It should also be noted that the expenditure
of Add-On Sales Tax for streets and roads contributes towards a Maintenance of Effort (MOE) requirement tied to increased State Gas Tax funds. In order to continue receiving the higher Gas Tax Road Maintenance Rehabilitation Act Funds, the City must maintain spending from other local funds.

Before the expiration of the tax there are two opportunities when State law would allow this type of general tax to be presented to the voters (election in November 2020 and the election in November 2022). State law requires that general taxes be placed before voters with a regularly scheduled general election for members of the governing body, unless there is a special declaration of a fiscal emergency.

Accomplishments of Past Voter Approved Tax Measures
In the last decade, the Orinda voters have approved the first three phases of funding measures in its overall Road & Drainage Plan. The total of these tax measures was approximately $55 million specifically dedicated to improve public residential roads and drainage. Since that time the roads in Orinda, as measured by the Metropolitan Transportation Commission, have improved dramatically from a system wide rating of 46 (“Poor” category) in 2010 to a rating of 85 (“Very Good” category) after the completion of the 2019 pavement project. The City’s infrastructure capital projects and their funds have been continuously monitored with oversight by the Citizens Infrastructure Oversight Committee.

There still remains two more phases of funding needed as identified in the Road and Drainage Plan. In Phase 4, the City still needs to secure one-time funding to complete pavement rehabilitation on arterial and collector streets (approximately $11 million) and public storm drain pipe rehabilitation (approximately $30 million, of which $10 million has been identified as needing to be accomplished in the next three to five years, to avoid future culvert collapses that impact the community). In Phase 5, the City would need to establish a perpetual funding source for long term maintenance and replacement of facilities at the end of their service life. It is imperative that all phases of the Road and Drainage Plan be funded and completed, otherwise the significant initial investment of $55 million of taxpayer funds will be eroded away within 20 years.

From a fiscal perspective it is important to recognize that the current $1.2 Million in Add-On Sales Tax adds nearly 10% to the General Purpose General Fund revenue. Without additional locally controlled resources the City would be severely limited in the services it can provide. This is especially true as the City enters an economic climate where a balanced budget will require reduction in operating expenses due to the recessionary trends from the Covid-19 pandemic.

DISCUSSION:
The Council and the public have given very high priority to wildfire prevention efforts and emergency planning as well as infrastructure needs that require a continuation of the existing tax and an increase. Staff and the CIOC both agree that the City Council should pursue some form of an add-on sales tax ballot measure this November. It is important to take advantage of this opportunity now to address the critical funding needs
of the City, while still having the ability to come back to the Orinda voters in November 2022 if this ballot measure fails, without an interruption in this important revenue source.

It is recommended that the City discuss and identify in June areas most in need in order to share with the voters why the City needs additional funding. Based on the polling results, there is strong voter support for the expenditures of the tax on emergency preparedness and planning, flood protection, and fire reduction on public properties. Unlike the streets infrastructure which may have a limited and restricted revenue source such as Gas Tax, several of these areas have no supplemental revenue source for ongoing maintenance and would be funded through general fund taxes. Staff recommends that the City Council pursue an increase to the TUT if it desires to significantly improve wildfire prevention activities and planning for emergency response/evacuation, which are vital local services.

Additional revenue is needed to prepare a comprehensive emergency/disaster plan and increase community preparedness by a significant level. There is currently no position at the City specifically tasked with this function. If additional funding is available, the City could seek to establish an “Emergency Planning/Community Outreach Coordinator” position. The City staff currently includes only 38 positions, which often means that duties and responsibilities are already stretched. The need for additional emergency planning and coordination resources has been highlighted by recent events such as the Public Safety Power Shutoff, COVID-19, and increasing threat of wildfires.

### Speedy emergency response and wildfire prevention are “extremely important” priorities for majorities of Orinda voters.

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<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensuring speedy emergency response</td>
<td>54%</td>
<td>35%</td>
<td>8%</td>
<td></td>
<td></td>
<td>89%</td>
</tr>
<tr>
<td>Wildfire prevention</td>
<td>55%</td>
<td>31%</td>
<td>9%</td>
<td></td>
<td></td>
<td>86%</td>
</tr>
<tr>
<td>Repairing collapsing storm drains</td>
<td>38%</td>
<td>45%</td>
<td>14%</td>
<td></td>
<td></td>
<td>83%</td>
</tr>
<tr>
<td>Repaving public streets that are in poor condition</td>
<td>32%</td>
<td>47%</td>
<td>15%</td>
<td>5%</td>
<td></td>
<td>79%</td>
</tr>
<tr>
<td>Fully investing in the maintenance of public roads to minimize future costly repairs</td>
<td>33%</td>
<td>45%</td>
<td>18%</td>
<td></td>
<td></td>
<td>78%</td>
</tr>
<tr>
<td>Repaving major City Streets</td>
<td>27%</td>
<td>51%</td>
<td>17%</td>
<td></td>
<td></td>
<td>78%</td>
</tr>
<tr>
<td>Preparing for natural disasters</td>
<td>41%</td>
<td>35%</td>
<td>16%</td>
<td>7%</td>
<td></td>
<td>76%</td>
</tr>
</tbody>
</table>

The City and the Fire District share responsibility for emergency preparedness. The fire district’s focus is on fire and medical. The City’s responsibility is for overall disaster
preparedness and emergency management. The City of Orinda and its police department are responsible for evacuation planning and management, the maintenance of operation of the City’s Emergency Operations Center, and for planning and responding to landslides, flooding and earthquakes.

As compared to MOFD’s $34 million annual budget, the Orinda Police Department operates with an annual budget of just over $5 Million, which supports all non-fire, public safety within the community. There is not enough capacity to focus on preparing for a disaster.

The Police Department needs a full time civilian employee capable of assisting the City in planning, preparing for, and responding to a major disaster. This position would be staffed within the Police Department and would be responsible for formulating, documenting, and instituting emergency response plans in coordination with other governmental agencies such as the County and State Office of Emergency Services, the Fire Department, as well as City Management. Additionally, since the success of any Disaster Planning scenario relies heavily on the response of the citizenry, outreach and educating the public regarding their role in emergency response would also be central to this position. This position would become certified in National Incident Management System (NIMS) courses and ensure the City is in compliance with all pre-disaster FEMA protocols to be eligible for financial reimbursements.

Additional revenues are also needed for increased wildfire fuel reduction/management on City owned lands (generally Parks, Community Center, and City Hall). In the 2019-2020 Fiscal Year, the Council for the first time allocated $50,000 of one-time funds for fire fuel management and prevention on City property. But fuels management is an ongoing investment that needs a steady funding source. Additional dedicated revenue will allow the City to make a significant investment in the next two years in eliminating wildfire related hazards on City maintained properties. City Staff will coordinate with MOFD and vegetation management consultants to estimate the required funding to aggressively address the wildfire prevention activities on all City owned properties and determine the annual routine maintenance costs with trimming and removing vegetation before each fire season. A report will be made to the Council at its meeting of June 16, 2020.

It is important to note that vegetation management along the public street right of way is generally not the responsibility of the City; but the responsibility of the fronting property owner. The City’s municipal code (Section 12.08.320) states each tree/plant placed in the right of way, except those placed by the City, shall be maintained by the fronting property owner, at no expense to the City.

Increase TUT vs. Extending Existing TUT

The polling results were generally favorable in pursuing an increase or an extension to the existing TUT. This supports the case to move forward with some form of a ballot measure in November. Staff recognizes the field poll was completed in early February prior to the onset of the COVID-19 pandemic and it is possible that voter’s opinions have changed. However, in order to keep pursuing a potential ballot measure, it is
necessary for the City Council to confirm at this meeting that Staff is directed to start drafting the ballot measure language; to select whether the City Council wants to increase or just extend the existing TUT; and identify if a sunset expiration shall be included for the tax and if so for how long. A tracking poll is recommended for July, anticipating major COVID-19 health order restrictions being lifted by then, to confirm the likelihood for the ballot measure to pass and/or any change in the current voter support. If the tracking poll results have shifted to be unfavorable, then the City would not submit the ballot measure to County Elections Office in August.

As FM3 summarized in their analysis of the February poll results, over 50% of Orinda’s likely voters were definitely or probably in favor of an increase of the TUT to 1%; with stronger support if the new TUT sunsets after 10 years. This tends to indicate there will more support if a sunset is included in the ballot measure. Even though the poll did not ask about a 20 year sunset, Staff is recommending a longer sunset period than 10 years if these funds are being used for on-going infrastructure maintenance which last in perpetuity, or long term planning activities for wildfire prevention and evacuation and emergency response. The tracking poll could include a split sample question measuring the support for the 20 year sunset period versus the original 10 year period included in the poll from February.

**Strong majorities of voters support such a measure, with slightly more intensity behind one that sunsets after 10 years.**

<table>
<thead>
<tr>
<th></th>
<th>Until Ended by Voters</th>
<th>For 10 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definitely yes</td>
<td>30%</td>
<td>35%</td>
</tr>
<tr>
<td>Probably yes</td>
<td>26%</td>
<td>27%</td>
</tr>
<tr>
<td>Undecided, lean yes</td>
<td>4%</td>
<td>1%</td>
</tr>
<tr>
<td>Total Yes</td>
<td>59%</td>
<td>64%</td>
</tr>
<tr>
<td>Undecided, lean no</td>
<td>1%</td>
<td>2%</td>
</tr>
<tr>
<td>Probably no</td>
<td>9%</td>
<td>10%</td>
</tr>
<tr>
<td>Definitely no</td>
<td>22%</td>
<td>18%</td>
</tr>
<tr>
<td>Total No</td>
<td>33%</td>
<td>30%</td>
</tr>
<tr>
<td>Undecided</td>
<td>8%</td>
<td>6%</td>
</tr>
</tbody>
</table>

**FM3 Q2 Split A & Split B:** If the election were held today, do you think you would vote “Yes” in favor of this measure, or “No” to oppose it?

As local governments need to fund more resources locally it is not uncommon for cities to seek a 1% local tax. The higher level provides increased funding that can be directed to important local needs. In Contra Costa County the voters in the cities of Antioch, El Cerrito, Martinez, Moraga, Pinole, and Richmond have approved a 1% local sales tax.
As expected, there was an increase to almost 70% of Orinda’s likely voters that were definitely or probably in favor when asked about their support for only extending the existing 0.5% TUT. This information helps establish the “minimum option” that the City Council should consider regarding a ballot measure, and an important reason why the CIOC recommended it is mandatory to at least seek an extension to the existing TUT.

The goal is to build on Orinda’s recent history of four straight voter approved ballot measures for new taxes since 2012. It is important to approach this decision cautiously to maintain a positive streak of success with the community. The overall decision by the City Council on whether to increase or to only extend the TUT will likely depend on the level of confidence in the different measures passing the 50%+ threshold with Orinda voters.

The City continues to maintain its trust with the community on spending these tax dollars wisely. The recent polling indicates that the 31% of respondents rate the City has done an excellent/above average with spending tax dollars wisely; conversely 22% rate the City as below average/poor.

The conservative approach would be to extend the existing 0.5% TUT for 10 or 20 years. If this is the only option the City Council feels confident will pass with voters, then it should proceed cautiously. Staff would like the City Council to consider some of the drawbacks with seeking an extension only of the current 0.5% TUT at this time:

1. Aside from the State Laws, there are a finite number of opportunities to ask voters for new tax measures. The City has successfully asked Orinda voters to approve new tax measures in 2012, 2014, 2016, and 2018 (Library Parcel Tax). If an extension-only measure is successful, it will likely push off the best
opportunity for an increase or another type of tax ballot measure for more than two years due to concerns with overall “tax fatigue”.

2. Given the uncertainty with the economic fallout from COVID-19, keeping the existing 0.5% TUT will drop in revenue at least for the next couple years. Therefore keeping the same rate will likely lead to lower revenues (~1.0- million) and at best is projected to remain relatively flat, which over time provides less purchasing power.

3. It is known that our current revenue sources will not fully address our public road and drainage infrastructure needs. By maintaining the existing TUT rate, with its likely dipping annual revenue, coupled with the drop in other road related funds such as Gas Tax and CCTA Return to Source, the City’s road pavement program will fall behind on its desired maintenance level. Long term deferred maintenance costs will increase causing a greater burden in the future if no other action is taken. The City will not have sufficient funds to address pavement rehabilitation on arterial and collector streets (approximately $11 million) and public storm drain pipe rehabilitation, approximately a total of $30 million, of which $10 million needs to be accomplished in the next three to five years to avoid future culvert collapses that impact the community.

Given the City’s limited sales tax base, an increase to the TUT was never expected to fully fund the numerous needs of the City. However, no increase to the TUT will likely leave the City Council no financial options to fund any new programs or to continue to improve its public infrastructure.

### Highlighting the future cost of delaying action on repairs is persuasive.

<table>
<thead>
<tr>
<th></th>
<th>Very Convincing</th>
<th>Somewhat Convincing</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Future Costs</td>
<td>35%</td>
<td>38%</td>
<td>73%</td>
</tr>
<tr>
<td>Safety</td>
<td>31%</td>
<td>45%</td>
<td>76%</td>
</tr>
<tr>
<td>Expiring</td>
<td>29%</td>
<td>41%</td>
<td>70%</td>
</tr>
<tr>
<td>Track Record</td>
<td>27%</td>
<td>40%</td>
<td>67%</td>
</tr>
<tr>
<td>Children</td>
<td>27%</td>
<td>35%</td>
<td>63%</td>
</tr>
<tr>
<td>Keep Improving</td>
<td>26%</td>
<td>43%</td>
<td>69%</td>
</tr>
<tr>
<td>Property Value</td>
<td>22%</td>
<td>45%</td>
<td>67%</td>
</tr>
<tr>
<td>No Other Sources</td>
<td>19%</td>
<td>26%</td>
<td>45%</td>
</tr>
</tbody>
</table>
The polling results help identify what types of issues and reasons resonate with likely Orinda voters for considering an increase in the Add-On Sales Tax. A high percentage of voters identify maintaining vital City Services as either Extremely Important or Very Important (76%). Among the top responses were: Ensuring a prompt emergency response as well as preparing for disasters; Wildfire prevention; Repair of collapsing storm drains; Paving streets in poor condition; and Investing in maintenance of roads to minimize future costly repairs.

Based on the polling, favorable voters should connect with language in the Add-On Sales Tax Measure that highlights the need to address current infrastructure liabilities to avoid much higher repair costs in the future and commit to making significant investments in wildfire prevention and planning for emergency response/evacuation. Under our current fiscal situation, in order to meet this type of commitment it essentially leads the City to strongly consider an increase to the TUT to 1%

If the Orinda voters pass a long term TUT increase to 1%, the City would be able to aggressively address wildfire fuel reduction activities and establish a specialist staff resource to coordinate the preparations for emergency response and evacuation planning. In addition, the remaining funds would be used to address the arterial and collector pavement rehabilitation and repair a significant portion of the $10 million of immediate drainage pipe rehabilitation needed in the next five years.

FISCAL IMPACT:
The City of Orinda has extremely limited discretionary funding to expand the level of services provided. The current financial projection for Fiscal Year 2021 which begins July 1, 2020, is that the City will need to significantly reduce expenditures as a result of the current economic shutdown. The City is not among the large agencies granted funding from the last round of Federal response to the pandemic. In fact, the City had imposed on it increased costs at a time when major revenue sources are declining. An additional revenue source may also be key to competing with local matching funds for grant funding that becomes available. The City Councils since incorporation have taken a very fiscally prudent approach in managing the fiscal resources. The City is fortunate that it does not have huge retirement liabilities like many cities, which means funds can be directed to important initiatives where they are needed.

NEXT STEPS:
If the City Council elects to pursue an increase and extension to the existing Transaction and Use Tax (“Add-On Sales Tax”), Staff will return in June with a Resolution, which will include a draft ordinance to supersede Ordinance 12-02. Staff recommends to replace the remaining two years of the existing 0.5% TUT with a 1% TUT that begins in April 2021 that lasts 20 years and sunsets in March 2041.

If the City Council elects to pursue only an extension to the existing Transaction and Use Tax (“Add-On Sales Tax”), Staff will return in June with a Resolution, which will include a draft amendment to Ordinance 12-02.
After approval of the Resolution and appropriate Ordinance, Staff will develop ballot language, solicit pro and con arguments, and conduct a City Attorney impartial analysis. All of this ballot information will then be submitted to the County Elections Office in August 2020.

Respectfully Submitted by:
Larry Theis
Assistant City Manager/PW Director

Prepared By: Larry Theis, Assistant City Manager/PW Director

Approved by:

Steve Salomon, City Manager
5/15/2020
AGENDA TITLE: Fiscal Year 2020-2021 General Fund Mid Cycle Budget Overview To Address Deficit Due To COVID-19

RECOMMENDATION:
Receive Staff Report and presentation and provide Staff with direction as appropriate on planned changes to the Fiscal Year 2021 Budget which will be presented to the City Council in June.

BACKGROUND:
The City Council appropriates a Budget on a two year cycle. On June 18, 2019 the City Council adopted a two year Budget covering Fiscal Year 2019-2020 (July 1, 2019 – June 30, 2020) and Fiscal Year 2020-2021 (July 1, 2020 – June 30, 2021). On March 5, 2020 the City Council reviewed and adopted Mid-Year adjustments to the first year of the two year budget cycle. In terms of General Fund spending for operating costs the Budget as adopted was balanced in both years. This meant that the expenditures in the General Fund did not exceed the current year revenue.

Since the budget relies on estimates and projections, in a typical biennial budget process there is a Mid-Cycle review and adjustments prior to the start of the second Fiscal Year. Under normal circumstances this would involve relatively minor adjustments to the financial plan. The current environment due to COVID-19 is not typical and will require more than minor adjustments to create a balanced budget.

This report provides for City Council review and discussion: the schedule for the consideration of the FY 2021 Mid-Cycle Budget Adjustment; preliminary information related to estimated general fund reserves and a high level overview of the changes needed to address significant decreases in City revenues. Given the complexity of the current situation it is expected that the City Council agendas at both of the June meetings will have reports and updates on the proposed budget. These public meetings will also allow for the public to receive more information about the current projected funding shortfall and recommendations from the City Manager on how to address the situation.

The focus of this report is on the General Purpose General Fund (excludes the Add-On Sales Tax). The General Fund is the most significant source of funding for basic City operations and it also represents the most discretionary source of funding. It should be noted that the estimates presented in this report are preliminary and Staff continues to update information based on available information.

DISCUSSION:
The current economic impacts from the Covid-19 pandemic and various shelter in place orders, have abruptly disrupted the financial plans previously adopted by the City Council. Just two months ago the City projected that the General Fund Budget would be balanced over the two years. This is no longer the case. The Finance Director is projecting a two-year General Fund deficit of $800,000 to $900,000. As of the June 30, 2019 audited financial statements the City had a total of $6.67 million in the General Fund Emergency Reserve. The City Council requested that the Finance Advisory Committee reevaluate the policy to provide 50% of expenditures in reserves. The $6.72 million balance was below this threshold and any deficit will further deteriorate the balance available.

**CHANGES IN CURRENT YEAR REVENUE AND EXPENSES (FY 2019-2020)**

As mentioned in the last two months the changes in the City Financial condition have deteriorated. The shelter at home orders have forced the closure of local retail outlets that would generate sales tax; halted Park and Recreation Programs, Classes and Facility Rentals that rely on fees and charges; and slowed the development and construction related activities that support Planning Department functions.

It is also important to remember that the current challenges have occurred during a year when there were significant unplanned costs during the first six months of the year. This included preparing for and responding to Public Safety Power Shut-offs and a complex police response and investigation of a murder involving multiple victims. In response to the economic conditions the City Manager has taken several steps to curb the impacts from of the deficit in the current year. Actions taken include:

- Lay-offs of part-time seasonal positions. (Occurred in March)
- Freezing the filling of any vacant positions. (This included a limited – term Planning Department position that had completed interviews in March.)
- Reductions to operating expenses where possible. This included deferral of large purchases that do not impact essential services. At the same time the effort to reduce expenses is impacted by unanticipated expenditures to address operating needs in a pandemic. (Cleaning supplies and services, modifications to work areas, remote meeting support, etc.)
- No expenditure of $80,000 in one-time revenue that the City Council authorized to be contributed to the OPEB / Retire Trust. (The City did make a $100,000 contribution, however, it was expected that the City could make a significant additional reduction in this liability from one-time sources).

Despite these actions and updates to estimated spending the current year estimated expenses are projected to exceed current year revenue by $350,000.

In the current year there will also be a future item presented to the City Council related to rent relief to tenants under Library leases (Café Teatro, Orinda Association, Orinda
Historical Association) for the shelter in place period of March – June. This will have a small negative impact on revenue. The Library is currently closed and working on future plans that will reduce services by eliminating Sunday hours.

MID-CYCLE UPDATE OF FISCAL YEAR 2020-2021 BUDGET (BEGINNING JULY 1st)

Revenue
The FY 2021 Budget (adopted in June 2019) had projected General Fund operating revenue of $15 million. Based on preliminary estimates Staff is projecting a decrease of over $1.1 million in available revenue. The following chart displays the relationship of key General Fund revenue sources showing that the largest sources of revenue are Property Taxes ($8.3 million) and Fees and Charges ($3 million).

![Composition of FY 2021 Preliminary Revenue Estimate](chart)

When addressing property tax revenue the City in recent years has experienced a slower rate of growth in values which translates into less revenue. The future years are projected to continue to decline.

Fees and charges are a substantial area of concern for the City of Orinda. This is especially the case with the Parks and Recreation programs and facility rentals. Nearly 60% of the $3 million City-wide fees and charges is attributable to the Parks and Recreation Department function ($1,773,200). This revised preliminary estimate for Parks and Recreation is approximately 48% less than the original estimate in the adopted Budget.

There are many uncertain aspects to making projections in the current economic climate. For the Fees and Charges category there is a potential for significant deviations in the budgeted revenue materializing. At this time it is not 100% clear as to what conditions will be included in health orders as it relates to offering these activities. Depending on the timing and any additional restrictions imposed in the upcoming year,
programs may need to be cancelled. The level of participant interest in the offered programs is also unknown. Staff is proceeding making estimates based on the best information available.

As noted this report is focused on the General Fund impacts, however, there are also known impacts on Special Revenues that are used for restricted purposes. Gas Tax will be impacted as a result of significant declines in fuel purchased. The City is expecting indications of the change in the coming weeks as more detailed information from the Governors May Revise of the State Budget is released. Another area impacted will be the Contra Costa Transportation Authority (CCTA) funds made available for local projects and street maintenance. The source of these funds is a regional sales tax collected and administered by CCTA. This faces the same issues as all retail sales taxes.

Expenditures
The following chart displays the preliminary estimated General Fund expenditures by component. Among the two largest categories are Employee Salary and Benefits as well as the contract for Police / Public Safety services with Contra Costa County Sheriff. Each of these make up approximately one-third of the General Fund budgeted expenditures. A category was created for Debt Service, Tax Collection, and Insurance as these are three areas that total approximately $1 million and the City has little control over the cost. The debt service is the General Fund certificates of participation issued for the City Hall ($560,519). The Tax collection is a charge made by the County and deducted from the property tax to recover county costs ($46,300). And insurance represents approximately $387,150 for liability and property costs. This has been increasing as the insurance industry incurs losses the premiums collected go up.

![Major Components of General Fund Expenditures](image)

In the preliminary budget among the efforts to reduce costs the following adjustments have already been made:
• City Clerk Department elimination of support for Records Management efforts.
• All departments reduction of training budgeted.
• Various departments significant reductions to professional consulting services to assist with special projects.
• Reduced contribution to Fleet Replacement Reserve by 50% (only contributing $80,000).
• Reductions in part-time program staffing.
• Reductions in amount budgeted for fuel based on lower prices than in recent years.

Despite these efforts the preliminary Fiscal Year 2021 expenses are projected to exceed revenue creating a deficit of $500,000. Prudent financial planning would recommend that additional efforts be made to bring spending in line with available resources. As noted some major revenues lag so if spending reductions do not occur this year the problem is likely to be compounded in the following year. And that assumes that the economy does not continue in a recessionary mode.

NEXT STEPS:
Given the scope of the Budget gap the City does not have a lot of options to easily achieve a balanced Budget. Unlike larger cities that may have significant General Fund capital projects each year that could be deferred, the vast majority of projects undertaken in Orinda are supported primarily by restricted funds.

As noted a significant portion of the annual General Fund Budget is comprised of employee salary and benefits. Further, a significant portion of the revenue loss is related to fees and charges for programs coordinated by the Parks and Recreation Department. The City Manager will be requesting that the City’s Labor Relations Consultant Greg Ramirez, IEDA work with the Human Resources Manager to engage the represented bargaining unit (Teamsters Local 856) in discussions and exploration of options to cooperatively address the dire financial situation. The City Manager and Finance Director will also work with all Department Directors to seek further reductions in expenditures.

In preparation for bringing back the more detailed Budget in June, if the City Council has areas they would like Staff to explore, providing input at this time will be helpful.

FISCAL IMPACT:
The current estimate is a General Fund deficit of $850,000 over two years. In developing a plan to achieve a balanced budget additional cost reductions will be necessary. A more detailed presentation including all funds is being developed and will be presented City Council meetings in June.

Respectfully Submitted by:
Paul Rankin
Finance Director
Prepared By: Paul Rankin, Finance Director

Approved by:

Steve Salomon
Steve Salomon, City Manager 5/15/2020
AGENDA TITLE: Discussion of Process to Fill the Vacancy on the Parks and Recreation Commission Resulting from the Resignation of Commissioner Cynthia (CZ) Czerner

RECOMMENDATION:
Discuss and provide direction to staff.

BACKGROUND:
On March 20, 2020, the City Clerk and Councilmembers were notified that Parks and Recreation Commissioner Cynthia (CZ) Czerner had announced her resignation. Commissioner Czerner indicated that she wanted to focus her energy on health and family.

Commissioner Czerner was first appointed to the Parks and Recreation Commission on February 20, 2016 and then was reappointed on February 9, 2019. Her term was due to expire on February 28, 2022.

In February, 2020, the Council conducted interviews for two upcoming vacancies on the Parks and Recreation Commission and filled those vacancies. There were three interested citizens at that time that were not appointed. They were Rich Bartlett, Michael Hoeffel, and Huey Hu.

In addition two other interested citizens have submitted applications (Statements of Interests) to serve on the Parks and Recreation Commission. They are Sara Caspi and Marianne Moser.

DISCUSSION:
Among the options available to fill the vacancy resulting from Commissioner Czerner’s resignation are:

1. Ask the Mayor to make an appointment from the existing list of interested applicants. City Clerk would contact the past applicants to see if still interested. Mayor could interview those who had not previously been interviewed.

2. Set a date for the full Council to interview all existing list of interested applicants.

3. Direct the City Clerk to conduct a new recruitment and decide whether to have Mayor or full Council do interviews.

FISCAL IMPACT:
None.

Respectfully Submitted by:
Sheri Smith
City Clerk

Prepared By: Sheri Smith, City Clerk

Approved by:

Steve Salomon, City Manager 5/13/2020
From: Cynthia Battenberg <cbattenberg@moraga.ca.us>
Date: May 14, 2020 at 5:33:07 PM PDT
To: Steve Salomon <ssalomon@cityoforinda.org>,
"dwinnacker@mofd.org" <dwinnacker@mofd.org>
Cc: Kymberleigh Korpus <kkorpus@moraga.ca.us>, Steve Woehleke
<swoehleke@moraga.ca.us>
Subject: Fire Prevention Ad Hoc Committee

Dear Steve & Chief-

The Town of Moraga appointed Mayor Korpus and Councilmember Woehleke to a Fire Prevention Ad Hoc Committee to work with representatives of MOFD and the City of Orinda to receive updates, provide feedback and facilitate coordination of MOFD’s fire prevention efforts. I have included the Mayor and Councilmember on this email so that you can advise them of future meetings.

Stay COVID free!

Cynthia Battenberg
Town Manager