

RESOLUTION NO. 2016-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AN AMENDMENT TO THE FY 15/16 BUDGET APPROPRIATING ADDITIONAL FUNDS FOR PREPARATION OF THE CITY OF MARINA'S 5th CYCLE HOUSING ELEMENT UPDATE; APPROVING A CONSULTING SERVICES CONTRACT BETWEEN THE CITY OF MARINA AND VERONICA TAM AND ASSOCIATES INC. OF PASADENA CA FOR THE PREPARATION OF THE HOUSING ELEMENT UPDATE AND UPDATE TO THE CITY OF MARINA'S AFFORDABLE HOUSING ORDINANCE (MUNICIPAL CODE CHAPTER 17.45); AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGETARY AND ACCOUNTING ENTRIES

WHEREAS, the last Housing Element of the General Plan (4th Update Cycle) was adopted September 1, 2009 by City Council Resolution No. 2009-147 and was certified by the California Department of Housing and Community Development Department (HCD) on December 16, 2009, and;

WHEREAS, Housing Elements are required by state law to be updated and brought current every five to eight years, and;

WHEREAS, on October 23, 2015, City staff circulated a Request for Proposals (RFP) to prepare the Housing Element Update to six planning and environmental consulting firms with local experience preparing Housing Elements, and;

WHEREAS, the firm Veronica Tam and Associates, Inc. of Pasadena CA, which previously prepared the City's Inclusionary Housing and Density Bonus Ordinances (2006), clearly stood out with a complete and superior proposal, and;

WHEREAS, the Planning Services Division, Housing Element Expenditure Account 100.410.6300.618 currently includes \$37,900 for preparation of the Housing Element, and;

WHEREAS, remaining funding for the Housing Element Update would be drawn from General Plan Fee Account 100.410.5600.615 in the amount of \$29,026, and funding for the Affordable Housing Ordinance update would be drawn from the available General Fund balance in the amount of \$8,800.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve an amendment to the FY 15/16 budget appropriating additional funds for preparation of the City of Marina's 5th Cycle Housing Element Update;
2. Approve a consulting services agreement ("**EXHIBIT A**") between the City of Marina and Veronica Tam and Associates Inc. of Pasadena, CA for the preparation of the Housing Element update and update to the City of Marina's Affordable Housing Ordinance (Municipal Code Chapter 17.45);

3. Authorize the City Manager to execute the contracts on behalf of the City, subject to final review and approval by the City Attorney; and
4. Authorize the Finance Director to make the necessary budgetary and accounting entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 20th day of January, 2016 by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Morton, O'Connell, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

“EXHIBIT A” to Resolution 2016 - _

**CITY OF MARINA
AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT is made and entered into on January __ 2016, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Veronica Tm and Associates Inc., hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor to prepare the City of Marina's 5th Cycle Housing Element Update and to update the City of Marina's Affordable Housing Ordinance.
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in **Exhibits "A" and "B"** attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scopes of Work at its sole discretion.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies

that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "B." and Exhibit "C". Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on October 31, 2016 unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and.

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project on or by February 1, 2016. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit "B" and Exhibit "C", and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to

exceed seventy-five thousand three hundred twenty-six Dollars (\$75,326.00) in accordance with the provisions of this Section.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

(f) There shall be no charge for transportation within Monterey, Santa Cruz and San Benito Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator, Taven M. Kinison Brown who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Veronica Tam as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation and quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement

shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. **Skill of Employees.** Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. **Confidential and Proprietary Information.** In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. **Ownership of Data.** Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses; defense costs including but not limited to reasonable attorney's fees; court costs; expert witness fees; and costs of alternate dispute resolution ("Liabilities"). The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement by Contractor are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, the design professional shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then design professional's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Contractor from its separate and distinct obligation to defend the City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these

requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall immediately defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) The review, acceptance or approval of the Contractor's work or work product by any Indemnified Party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the completion of the services or the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "D" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this

Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance With Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of Marina City Hall
 211 Hillcrest Avenue
 Marina, California 93933
 Fax: (831) 384-9148

To Contractor: Veronica Tam and Associates, Inc.
 107 Fair Oaks Avenue, Suite 212
 Pasadena, CA 91105
 Fax (626) 304-0005

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment

27. Authority to Enter Agreement. Contractor 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.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction, References, Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. Advice of Counsel. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

33. **Time.** Time is of the essence in this contract.

34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Attest: (Pursuant to Reso: 2016 - _____)

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

Exhibit A

- SCOPE OF WORK –

**For updating the City of Marina's
General Plan 5th Cycle Housing Element**

CITY OF MARINA HOUSING ELEMENT UPDATE

Veronica Tam and Associates, Inc.
107 S. Fair Oaks Avenue, Suite 212
Pasadena, CA 91105
(626) 304-0440

In
Association with

Rincon Consultants, Inc.
437 Figueroa Street, Suite 203
Monterey, CA 93940
(831) 333-0310



November 8, 2015

Taven M. Kinison Brown, Acting Planning Services Manager
City of Marina – Planning Services Division
Community Development Department
211 Hillcrest Avenue, Marina, California 93933

Subject: Proposal for the City of Marina Housing Element Update

Dear Mr. Brown:

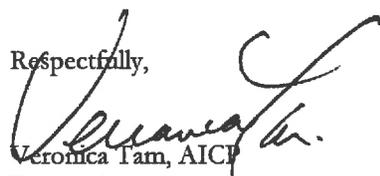
Veronica Tam and Associates, Inc. (VTA) is pleased to submit this proposal to prepare the Housing Element Update for the City of Marina.

Established in 2005, VTA is a California corporation based in Pasadena. We specialize in providing housing related services to local jurisdictions. VTA has substantial experience working on Housing Elements and other housing-related studies. Our staff has previously been involved in more than 100 Housing Element updates throughout the State during past update cycles. For the fifth update cycle pursuant to SB 375, VTA has already completed more than 40 Housing Elements in jurisdictions in several regions - San Diego Association of Governments (SANDAG), Southern California Association of Governments (SCAG), Association of Bay Area Governments (ABAG), and Association of Monterey Bay Area Governments (AMBAG).

Given our substantial Housing Element experience, we have an understanding of the State Department of Housing and Community Development's (HCD) current policy focus, review criteria, and interpretation of recent changes to State law. We are able to advise our clients of specific comments to anticipate from HCD and to strategize a response that would be appropriate to the community. We work closely with HCD staff to resolve difficult issues and to coordinate the review schedule. We maintain an excellent track record of achieving certification status on the Housing Elements we prepared.

We look forward to discussing our proposal with the City. Please contact me if you have questions or need additional information. I can be reached at (626) 304-0440 extension 1, or veronica.tam@vtaplanning.com.

Respectfully,


Veronica Tam, AICP
Principal



City of Marina Housing Element Update

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A. Introduction

Project Team

For the Marina Housing Element Update, **Veronica Tam and Associates, Inc. (VTA)** will serve as lead consultant with **Rincon Consultants, Inc.** providing support to prepare the environmental clearance documents. Person authorized to negotiate the contract on behalf of VTA is:

Veronica Tam, AICP, Principal
107 S. Fair Oaks Avenue, Suite 212
Pasadena, CA 91105
(626) 304-0440 x 1 | veronica.tam@vtaplanning.com

Approach

The fifth cycle Housing Element update for jurisdictions within AMBAG region must be adopted within 120 days of the statutory deadline of December 15, 2015, as established by SB 375. Missing this adoption deadline (no later than April 13, 2016) would place the City on a four-year update cycle. We understand the City would not be able to initiate a contract until January 2016. Based on our discussions, we further understand that the City has elected to take the time necessary to prepare an adequate Housing Element and accept the four-year Housing Element update requirement.

B. Qualifications

Capabilities and Experience

Veronica Tam and Associates, Inc. (VTA) is a California corporation with its office in Pasadena, California. VTA has been providing housing and community development consulting to local jurisdictions throughout California since 2005. Our services include:

- Housing Element updates
- Zoning revisions for housing-related issues
- HUD Consolidated Plan, fair housing studies, and related reports
- HUD Grants administration and technical assistance
- Environmental clearance for housing-related plans and projects

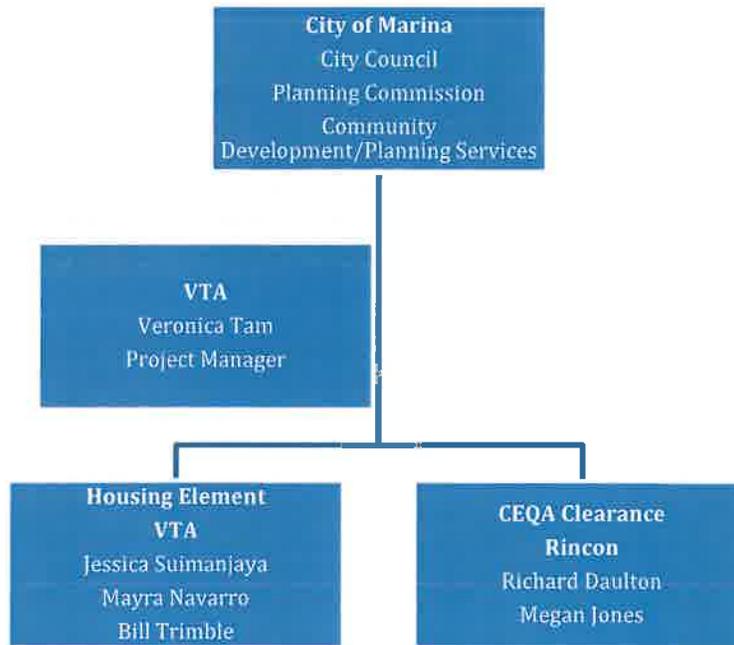
Our clients range from small communities (such as the cities of Del Mar and Avalon) to large metropolitan areas (such as the City and County of Los Angeles). Following is a sample list of Housing Element updates we have prepared.

Housing Elements

- | | | |
|----------------|-----------------|--------------------------|
| ■ Alhambra | ■ Fresno County | ■ Porterville |
| ■ Bell Gardens | ■ Glendora | ■ Rancho Santa Margarita |
| ■ Buena Park | ■ Hawthorne | ■ Redondo Beach |
| ■ Burbank | ■ Hesperia | ■ Salinas |
| ■ Camarillo | ■ Hercules | ■ San Bernardino |
| ■ Chino | ■ Irvine | ■ San Marcos |

- Corona
- Coronado
- Costa Mesa
- Cupertino
- Del Mar
- Dublin
- El Cajon
- El Centro
- El Segundo
- Escondido
- La Canada Flintridge
- Lake Forest
- La Mesa
- Lawndale
- Lomita
- Long Beach
- Los Angeles County
- Modesto
- Monterey County
- Pinole
- San Marino
- Santa Clara
- Santee
- Seaside
- Simi Valley
- South Gate
- Tracy
- Vista
- Walnut
- West Hollywood

Organization Chart



Key Personnel

Veronica Tam, AICP, Principal. Ms. Tam will oversee preparation of the Marina Housing Element. Veronica Tam has expertise in the areas of housing policy development and community development planning. She has 20 years of experience preparing a range of housing and community development plans and studies. Specifically, she has prepared more than 100 Housing Elements for communities throughout California. Currently, she is completing the Housing Element updates for the City of Salinas and Monterey County; both have already received conditional approval from HCD and have been scheduled for adoption. She is also completing a multi-jurisdictional Housing Element in Fresno County, also scheduled for adoption in January/February 2016.

Jessica Suimanjaya, AICP, Senior Planner. Ms. Suimanjaya has assisted with Housing Element updates for numerous jurisdictions, including Buena Park, Camarillo, Costa Mesa, Rancho Santa Margarita, Simi Valley, and Monterey County, among others. Ms. Suimanjaya has been involved in all aspects of the Housing

Element update and has served as project manager for several Housing Element updates. Currently, she is completing the Housing Element updates for cities of San Clemente and Tracy.

Mayra Navarro. Ms. Navarro will assist in the preparation of the Housing Element. Since joining VTA in October 2014, Ms. Navarro has participated in multiple housing studies, including Fair Housing studies for the cities of Salinas and San Bernardino, and the San Diego region, as well as the Housing Element for Salinas. Currently, she is completing the Fair Housing Assessment for the cities of Glendora and Pomona.

Bill Trimble, Senior Planner. Mr. Trimble has experience as a public sector planner for more than 20 years. His work has focused on community-based planning. In the City of Pasadena, he was responsible for updates of the City's Housing and Land Use Elements, as well as for various major development projects and housing-related zoning code amendments. Since joining VTA in 2012, Mr. Trimble has assisted in several Housing Element updates, including for the City of La Canada Flintridge and Gonzales. Currently, he is completing the environmental clearance document for the Tracy Housing Element update.

Subconsultant - Rincon Consultants, Inc.

Rincon Consultants, Inc. is a multi-disciplinary environmental sciences, planning, and engineering consulting firm with more than 85 professionals in offices located in eight California offices: Monterey, San Luis Obispo, Ventura, Riverside, Carlsbad, Oakland, Sacramento, and Fresno. Rincon has been incorporated since 1994 and holds the tax identification number of 77-0390093. Rincon provides quality professional services to both public and private sector clients. Our skilled professionals have many years of experience in urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; soil evaluation and remediation, and related studies; and problem-solving services in geology, hydrology, and environmental hazards evaluation.

For the Marina Housing Element update, Rincon Consultants, Inc. (Rincon) will prepare the environmental clearance documents, from its Monterey office located at: 437 Figueroa Street, Suite 203, Monterey, CA 93940, (831) 333-0310.

Stephen Svete. Mr. Svete is a founding Principal of Rincon Consultants, and served as the firm's President from 2000 to 2011. He is currently a Vice President and the Director of the Planning Services group. In this capacity, he oversees a range of urban planning and land use studies, as well as community involvement and environmental analysis work. He has directed successful environmental and planning projects ranging from focused central city corridor revitalization studies, to citywide general plans, to annexation studies in rural areas throughout California. Mr. Svete has developed an expertise in the area of active transportation, trails, and open space and recreation systems. He is a noted planning commentator, and for 11 years served as Contributing Editor to California Planning & Development Report.

Megan Jones. As a Senior Planner in Rincon's Environmental Sciences and Planning Group in Monterey, Ms. Jones works on planning and environmental projects in the California Central Coast region. Ms. Jones also manages operation of Rincon's Monterey Office. Ms. Jones is responsible for general plan and specific plan preparation and environmental analysis and review, particularly California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documentation. Ms. Jones has education and experience in public policy, environmental studies, geography, and environmental economics and policy.

C. Scope of Work

Task 1: Evaluation of Current Housing Element

The Housing Element must include an evaluation of the effectiveness and appropriateness of the housing programs contained in the City's current adopted Housing Element. This review must take into consideration the market conditions and funding environment, with the elimination of redevelopment and reduced funding available at the State and Federal levels.

Task 2: Demographic and Housing Needs Assessment

The current Marina Housing Element was adopted on September 1, 2009. Most housing and demographic data contained in the Element were based on the 2000 Census. We will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's new Completeness Review Checklist, using 2010 Census, American Community Surveys (ACS), and other current data as available. The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) and meet SB 375 requirements.

Task 3: Housing Constraints

We will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Marina. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints.

As no significant changes to the Housing Element law have been passed since adoption of the 2009-2014 Housing Element, we anticipate update to this section of the Housing Element would be limited. However, based on our recent experience, HCD places a strong emphasis on farmworker housing and employee housing requirements pursuant to the State Employee Housing Act. The Marina Housing Element will be revised to describe how the City complies with the Employee Housing Act. In addition, due to the statewide drought conditions, another recent focus of HCD is the compliance with SB 1087 – priority allocation of water and sewer services for affordable housing projects.

Task 4: Housing Resources and Opportunities

The Regional Housing Needs Allocation (RHNA) by AMBAG identifies a production goal of 1,308 units for the City of Marina, with the following income distribution: 315 very low income units; 205 low income units; 238 moderate income units; and 550 above moderate income units. The RHNA covers a planning period from January 1, 2014 through December 31, 2023. Housing units permitted or approved on or after January 1, 2014 can be credited toward the City's RHNA. The Resources and Sites analysis will focus on site suitability for housing to meet the RHNA, drawing from sites identified in the 2009-2014 Housing Element. We will work with staff to identify new sites/opportunities as necessary to meet the RHNA.

Task 5: Housing Plan

Based upon the analyses and research conducted in Tasks 1 through 4, we will update the 2009-2014 Housing Element for Marina. The updated Housing Element will include all required components under State law, along with relevant appendices. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

Task 6: Public Review Draft Housing Element

We will prepare an Administrative Draft Housing Element for review by staff. The Administrative Draft will be revised to address comments from staff to formulate the Screen Check Draft and Public Review Draft Housing Element.

Deliverables:

- Administrative Draft (electronic copy)
- Public Review Draft (electronic copy)
- HCD Review Draft (one hard copy for HCD)

Task 7: Public Participation (up to 3 meetings)

Pursuant to State law, the City must conduct public outreach during the development of the Housing Element. Our scope and budget includes up to three public meetings to discuss the Housing Element prior to submittal to HCD. We anticipate the following meetings:

- Planning Commission Study Session to kick off the Housing Element update process. In this meeting, we would also invite the public, developers, service providers and other community stakeholders to provide input on needs and program suggestions. We will work with staff to develop an outreach list. Special invitations would be sent to service providers, community stakeholders, and other relevant parties.
- Planning Commission Public Hearing to review the Draft Housing Element.
- City Council Public Hearing to review the Draft Housing Element.

We will revise the Draft Housing Element to reflect Planning Commission and City Council comments prior to sending the Element for HCD review.

Task 8: HCD Review

Typically, HCD has 60 days to review the draft Housing Element. Given the tight schedule, we will request an expedited review (probably 30 days). We will serve as the City’s representative and liaison to HCD during the review. We will be the primary contact for HCD and communicate with HCD staff as necessary to answer any questions about the document and resolve any issues.

Deliverables:

- Completeness Review Checklist
- Implementation Review

Task 9: Environmental Clearance

Task 9.1: Administrative Draft IS-ND - Rincon will prepare an internal review (Administrative Draft) IS-ND. The Administrative Draft IS will address all of the items on the environmental checklist. Where they are readily available, existing technical studies, including the Housing Element and associated background reports, will be used. We assume that the analysis will be programmatic in nature and that the impacts of specific housing projects that may be facilitated by the Housing Element would be addressed as part of future site-specific environmental reviews. No special technical studies are proposed to be conducted at this time. As appropriate, the analysis will point to existing General Plan policies and other standard procedures that address potential environmental impacts. If necessary, programmatic mitigation will be developed to address identified significant impacts. Rincon will submit an electronic copy of the Administrative Draft IS-ND in PDF and Word format.

Task 9.2: Public Review Draft IS-ND - Rincon will respond to City comments on the Administrative Draft IS-ND and prepare the Public Review Draft IS-ND. If necessary, we will provide a single screencheck version of the Public Review Draft IS-ND prior to publication. Rincon will be responsible for mailing of the IS-ND to the Clearinghouse and responsible agencies as well as all noticing required under CEQA. Rincon will complete the required State Clearinghouse Notice of Completion (NOC) form and preparing a Notice of Intent (NOI) to adopt an ND.



Task 9.3: Final IS-ND – Upon receipt of public comments on the Draft IS-ND, Rincon will prepare draft responses to comments for City review (although responding to comments is not technically required for NDs, normal practice is to prepare written responses). If mitigation measures are identified, the Administrative Final will include a Mitigation Monitoring and Reporting Program (MMRP). We assume that printing copies of a Final IS-ND will not be necessary. We assume that the City will be responsible for filing a Notice of Determination (NOD) and paying any applicable filing fees. Rincon will assist in filling out the NOD form.

Task 9.4: Public Hearing - Rincon’s project manager will attend one public hearing on the project. If desired, we will make a presentation to the Planning Commission and/or City Council summarizing the environmental review process and IS-ND conclusions.

Task 10: Final Housing Element and Adoption

We will attend the public hearings before the Planning Commission and City Council for the adoption of the Housing Element.

Public Meetings (2):

- One (1) Planning Commission Public Hearing and one (1) City Council Public Hearing

Deliverables:

- Final Adopted Housing Element (electronic copy and one hard copy for HCD)

D. Project Cost

The following is our estimate for the costs involved to complete the Marina Housing Element on an accelerated schedule.

Housing Element Update	VTA			Rincon					Total
	Tam	Suimanjaya/ Trimble	Navarro/ GIS	Principal	Sr. Prof.	Prof.	GIS	Clerical	
Task 1: Evaluation of Current Housing Element	2	8	16						\$ 2,620
Task 2: Demographic and Housing Needs Assessment	12	20	60						\$ 9,400
Task 3: Housing Constraints	12	40							\$ 6,200
Task 4: Housing Resources and Opportunities	8	40	20						\$ 7,400
Task 5: Housing Plan	8	16							\$ 2,960
Task 6: Public Review Draft	12	20	12						\$ 5,080
Task 7: Public Participation (up to 3 meetings)	18	18	8						\$ 5,400
Task 8: HCD Review	20	32							\$ 6,520
Task 9: Environmental Clearance									
9.1: Administrative Draft IS-ND				3	12	26	4	2	\$ 5,285
9.2: Public Review Draft IS-ND				1	10	8		1	\$ 2,470
9.3: Final IS-ND									
Responses to Comments				2	9				\$ 1,695
MMRP (if required)				1		3			\$ 480
9.4: Public Hearing (1)					6				\$ 870
Miscellaneous (Printing, Travel, Postage)									\$ 526
Task 10: Adoption Hearings (2)	12	4							\$ 2,240
Project Management	20			2	5			1	\$ 4,180
Subtotal:	124	198	116	9	42	37	4	4	\$ 63,326
Miscellaneous (Printing, Travel, Postage)									\$ 3,200
Total	124	198	116	9	42	37	4	4	\$ 66,526

Note: California Department of Fish and Wildlife Fee is not included. If required, an additional \$2,260 would be added to the budget.

E. Project Schedule

Below is a tentative schedule. We will refine the schedule with staff at project kick off.

Project Initiation	January 2016
Housing Element Update	February – April 2016
Planning Commission Study Session	March 2016
Planning Commission Review of Draft Housing Element	May 2016
City Council Review of Draft Housing Element	June 2016
Environmental Clearance	May - July 2016
HCD Review (Expedited 30-Day Review)	June – July 2016
Planning Commission Hearing	August 2016
Council Adoption Hearing	August 2016

F. References

Veronica Tam and Associates, Inc.

- 2015-2023 Salinas Housing Element**
 Jennifer Coille, Project Manager
 Special Projects Division, Department of Community and Economic Development
 (831) 758-7493 | Jennifer.coille@ci.salinas.ca.us
 VTA Staff: Veronica Tam, Jessica Suimanjaya, Bill Trimble
- 2015-2023 Monterey County Housing Element**
 Jane Royer Barr, Program Manager, Economic Development
 (831) 755-5389 | Barrj@co.monterey.ca.us
 VTA Staff: Veronica Tam, Jessica Suimanjaya, Mayra Navarro
- 2013-2021 Encinitas Housing Element**
 Manjeet Ranu, Acting Director of Planning and Building
 (760) 633-2712 | mranu@encinitas.ca.gov
 VTA Staff: Veronica Tam

Rincon Consultants, Inc.

- 2015-2023 Monterey County Housing Element IS-ND**
 Jacqueline Onciano, County of Monterey
 (831) 755-5193 | oncianoj@co.monterey.ca.us
 Rincon Staff: Megan Jones
- Dunes Townhomes IS-MND, Local Coastal Plan contract planning, Pedestrian and Bicycle Master Plan**
 Theresa Szymanis, City of Marina
 (831) 884-1289 | tszymanis@ci.marina.ca.us
 Rincon Staff: Megan Jones, Stephen Svete

3. Monterey Bay Sanctuary Scenic Trail Network EIR

Cory Caletti, Santa Cruz County Regional Transportation Commission
(831) 460-3201 | ccaletti@sccrtc.org
Rincon Staff: Megan Jones, Stephen Svete

G. Conflict of Interest

VTA does not have any financial, business or other relationships with the City that may have an impact on the outcome of this contract or any resulting project.

H. Insurance

VTA maintains the following insurance coverage:

- General Liability: \$1,000,000 per claim / \$2,000,000 aggregate
- Professional Liability: \$1,000,000 per claim / \$2,000,000 aggregate
- Automobile Liability: \$1,000,000
- Worker Compensation: \$1,000,000, as required by law



Resumes

**EDUCATION**

MA, Urban Planning, University of California, Los Angeles

BES, Urban and Regional Planning (Economics Minor), University of Waterloo, Canada

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association

AWARDS

2014 APACA

Award of Merit – Hard Won Victories:
2013-2021 El Cajon Housing Element

2014 San Diego Section, APACA
Comprehensive Planning, Small
Jurisdiction: 2013-2021 El Cajon
Housing Element

2009 APACA
Award of Merit - Comprehensive
Planning, Large Jurisdiction: 2008-2014
Los Angeles County Housing Element

2009 Los Angeles Section, APACA
Comprehensive Planning, Large
Jurisdiction: 2008-2014 Los Angeles
County Housing Element

2002 Northern Section, APACA
Focused Issues: Contra Costa County
Analysis of Impediments to Fair Housing

2001 Northern Section, APACA
Advocacy Planning: East Palo Alto
Housing Element

2000 APACA
Outstanding Planning: El Cajon
Integrated Housing Element and
Consolidated Plan

2000 San Diego Section, APACA
Outstanding Planning: El Cajon
Integrated Housing Element and
Consolidated Plan

**VERONICA TAM, AICP
PRINCIPAL**

Ms. Tam has expertise in the areas of housing policy development and community development planning. She has over 20 years of experience preparing a range of housing and community development plans and studies for jurisdictions throughout California.

RELATED PROJECT EXPERIENCE**Housing Elements**

Alhambra	Escondido	Salinas
Arcadia	Glendora	San Bernardino
Avalon	Gonzales	San Fernando
Bell Gardens	Hawthorne	San Marcos
Buena Park	Hayward	San Marino
Burbank	Hercules	San Ramon
Camarillo	Hesperia	Santa Clara
Carlsbad	Imperial Beach	Santee
Chino	Irvine	South Gate
Corona	La Canada Flintridge	Seaside
Coronado	Lake Forest	Simi Valley
Costa Mesa	La Mesa	Tracy
Cupertino	Lawndale	Vista
Del Mar	Lomita	Walnut
Dublin	Modesto	West Hollywood
El Cajon	Pinole	Los Angeles County
El Centro	Rancho Santa Margarita	Monterey County
El Segundo	Redondo Beach	San Diego County

Consolidated Plans

Alhambra	La Mesa	Santa Clarita
Apple Valley/Victorville	Long Beach	Simi Valley
Carlsbad	Salinas	Monterey County
El Cajon	San Bernardino	Orange County
Glendora	Santee	Ventura County

Fair Housing Studies

Apple Valley/Victorville	Los Angeles	San Bernardino
Chino	Palm Springs	Santa Clarita
Glendale	Pasadena	Monterey County
Lake Forest	Perris	San Diego County
Long Beach	Salinas	Ventura County

Special Studies

- Regional Housing Needs Allocation Assistance for the cities of Arcadia, Lawndale, and Indian Wells
- Marina Affordable Housing Ordinance
- Zoning revisions to comply with SB2, AB 2634, and SB 520 for the cities of Port Hueneme, South Gate, and San Fernando

Veronica Tam and Associates

107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105
P (626) 304-0440 F (626) 304-0005

**EDUCATION**

MA Urban Planning, University of California, Los Angeles

BA Communication Studies,
University of California, Los Angeles

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners
American Planning Association, Member

AWARDS**2014 APACA**

Award of Merit – Hard Won Victories:
2013-2021 El Cajon Housing Element

2014 San Diego Section, APACA
Comprehensive Planning, Small
Jurisdiction: 2013-2021 El Cajon Housing
Element

SKILLS

Geographic Information Systems
AutoCAD
Photoshop
Microsoft Office
Windows and MAC

**JESSICA SUIMANJAYA, AICP
SENIOR PLANNER**

Ms. Suimanjaya is dedicated to working in the field of affordable housing planning. She graduated with a Masters in Urban Planning from the University of California, Los Angeles. Her coursework focused on physical planning, community development and housing. Since joining VTA in 2008, she has participated in and managed numerous housing projects.

RELATED PROJECT EXPERIENCE**Housing Elements**

Alhambra	Escondido	Redondo Beach
Avalon	Glendora	San Fernando
Buena Park	Hayward	Simi Valley
Camarillo	Hesperia	South Gate
Coronado	Irvine	Tracy
Del Mar	La Mesa	Vista
Dublin	Pinole	Walnut
El Segundo	Rancho Santa Margarita	West Hollywood

Fair Housing Studies

Apple Valley/Victorville	Los Angeles	San Bernardino
Chino	Palm Springs	Santa Clarita
Glendale	Pasadena	Monterey County
Lake Forest	Perris	San Diego County
Long Beach	Salinas	Ventura County

Consolidated Plans and Annual Reports

Alhambra	La Mesa	Santa Clarita
Apple Valley/Victorville	Long Beach	Simi Valley
Carlsbad	Salinas	Monterey County
El Cajon	San Bernardino	Orange County
Glendora	Santee	Ventura County

Veronica Tam and Associates

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**EDUCATION**

Master in Urban and Regional Planning,
University of California Los Angeles

BA Architecture,
University of California, Berkeley

SKILLS

Adobe Creative Suite
Geographic Information Systems
AutoCAD

AWARDS

2014 APA California
Academic Award of Excellence –
Cultivate Los Angeles

2014 APA Los Angeles
Academic Award of Excellence –
Cultivate Los Angeles

**MAYRA NAVARRO
PLANNER**

Ms. Navarro joined VTA in 2014. She holds a Masters degree in Urban and Regional Planning from the University of California, Los Angeles and an undergraduate background in Architecture from the University of California, Berkeley.

VERONICA TAM AND ASSOCIATES

As a planner, Ms. Navarro has contributed to the preparation of the following reports:

Fair Housing Studies

Pomona	San Diego County
Salinas	Ventura County
San Bernardino	

Consolidated Plans and Annual Reports

Carlsbad	Salinas	Orange County
La Mesa	San Bernardino	Ventura County

PRIOR EXPERIENCE

While working with the Housing Authority of the City of Los Angeles (HACLA), Ms. Navarro worked closely on the Jordan Downs Redevelopment. She contributed in developing and executing programs within the social component of the redevelopment, engaging the community through ongoing outreach, and providing research on best practices in similar low-income housing redevelopments.

While working in the Design and Construction services department, she also contributed to agency-wide ADA upgrades at HACLA project sites, provided project management services during the renovation of the HACLA headquarters, and provided design services for the development of low-income, senior housing.

Veronica Tam and Associates

107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105
P (626) 304-0440 F (626) 304-0005

**EDUCATION**

BA, Humanities, University of California,
Berkeley

PROFESSIONAL AFFILIATIONS

American Planning Association
Los Angeles Region Planning History
Group

BILL TRIMBLE
SENIOR PLANNER

Bill Trimble's professional background includes more than 22 years of local government planning for land use and housing. His work has focused on community-based planning, with an emphasis on public participation. In the City of Pasadena, he was responsible for updates of the City's Housing and Land Use Elements, as well as for various major development projects and housing-related zoning code amendments. Representing both his own and other jurisdictions, he analyzed land use and housing need projections with regional and sub-regional technical advisory committees.

Veronica Tam & Associates

As a Senior Planner with VTA, Mr. Trimble assists in the preparation of local Housing Elements:

Buena Park	Glendora	Long Beach
Camarillo	Gonzales	Pinole
Chino	Hercules	South Gate
Fresno County	La Canada Flintridge	Rancho Santa Margarita

Prior Experience

Mr. Trimble served with the City of Pasadena planning staff from 1990 to 2012, including seven years as a senior planner. He managed the two most recent updates of the City's Housing Element and the 2004 update of the Land Use Element. Other housing-related activities included zoning code amendments, demography, and projections. His responsibilities ranged in scale from a fence on a single-family property to the Southern California region as a whole.

Long participation in sub-regional and regional organizations, including the SCAG Plans and Programs Technical Advisory Committee, encouraged appreciation of the relationships between local and regional priorities.

Before becoming a local government planner, Mr. Trimble worked 16 years with college students and faculty in campus ministry at universities in Los Angeles, New Haven, and Albuquerque.

Veronica Tam and Associates

107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105
P (626) 304-0440 F (626) 304-0005

Exhibit B

- SCOPE OF WORK -

**For updating the Marina Municipal Code
(MCC) Chapter 17.54, Affordable Housing**



January 11, 2016

Taven M. Kinison Brown, Acting Planning Services Manager
City of Marina – Planning Services Division
Community Development Department
211 Hillcrest Avenue, Marina, California 93933

Subject: Proposal for Supplemental Scope – Zoning Code Amendments

Dear Mr. Brown:

Veronica Tam and Associates, Inc. (VTA) is pleased to provide this proposal to assist the City with housing-related zoning code amendments as a supplemental scope to the City's Housing Element Update. We understand that during the course of the Housing Element update, the City or the State Department of Housing and Community Development (HCD) may determine that certain zoning code amendments may be necessary or appropriate in order to comply with state law and/or enhance housing opportunities in the community.

Based on our cursory review of the City's Zoning Code, the following amendments are necessary:

- Density Bonus provisions regarding replacement housing and extended length of affordability control pursuant to AB 2222.
- Employee housing, where housing for six or fewer employees is considered as a single-family residential use pursuant to the Employee Housing Act.
- Farmworker housing, where housing for farm labor comprising of 12 units or 36 beds is considered an agricultural use pursuant to the Employee Housing Act.
- Definition of transitional housing. The definition contains in the City's Zoning Code may be too narrowly defined, not consistent with the definition in the Government Code.

In addition, we understand the City may also revisit its inclusionary housing requirements or other housing-related provisions in the Zoning Code. As the precise scope of the amendments cannot be determined at this time, we propose a supplemental budget for works to be completed on a time-and-materials basis. We estimate the following budget breakdowns:

- Code amendments – 40 hours @ \$150/hour
- Planning Commission and City Council meetings (2) – 12 hours @ \$150/hour
- Travel Expenses - \$1,000

Total not-to-exceed amount is estimated at **\$8,800**. However, this budget assumes that City will be preparing/processing the environmental clearance (most likely a CEQA exemption would be adequate) for the code amendments.

We look forward to working with the City. Please contact me if you have questions or need additional information. I can be reached at (626) 304-0440 extension 1, or veronica.tam@vtaplanning.com.

Respectfully,

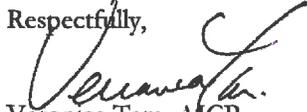

Veronica Tam, AICP
Principal

Exhibit C - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

General liability insurance coverage shall be at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for general liability, bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contains the provisions required by this contract. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement coverage shall be at least as broad as ISO form CG 00 01 10 01 including symbol 1 (Any Auto) approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible with a form equivalent to ISO form CG 20 10 10 93. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee “As Its Interest May Appear” in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a project-by-project basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of the project. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Design professionals shall maintain such insurance in place until the expiration of the warranty period of the Project.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Contractor's insurance shall be written by an acceptable insurance provided, as determined by the City, which satisfies the following minimum requirements: An insurance carrier authorized and admitted to do business in the State of California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current "A.M. Best" rating classification of "A-" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state. Self-insurance will not be considered to comply with these insurance specifications. Workers Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the California State Compensation Fund. If provided by a carrier other than California State Compensation Fund, Contractor shall provide proof of the carrier's A-V rating to the City.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance

required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

January 15, 2016

Item No: **8g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 20, 2016

CITY COUNCIL CONSIDER ADOPTING: RESOLUTION NO. 2016-, APPROVING AN AMENDMENT TO THE FY 15/16 BUDGET APPROPRIATING ADDITIONAL FUNDS FOR PREPARATION OF THE CITY OF MARINA'S 5th CYCLE HOUSING ELEMENT UPDATE; APPROVING A CONSULTING SERVICES CONTRACT BETWEEN THE CITY OF MARINA AND VERONICA TAM AND ASSOCIATES INC. OF PASADENA CA FOR THE PREPARATION OF THE HOUSING ELEMENT UPDATE AND UPDATE TO THE CITY OF MARINA'S AFFORDABLE HOUSING ORDINANCE (MUNICIPAL CODE CHAPTER 17.45); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGETARY AND ACCOUNTING ENTRIES

REQUEST:

It is requested that the City Council:

1. Consider Adopting Resolution No. 2016- :
 - a. Approving an amendment to the FY 15/16 budget appropriating additional funds for preparation of the City of Marina's 5th Cycle Housing Element Update;
 - b. Approving a consulting services agreement between the City of Marina and Veronica Tam and Associates Inc. of Pasadena, CA for the preparation of the Housing Element update and update to the City of Marina's Affordable Housing Ordinance (Municipal Code Chapter 17.45);
2. Authorize the City Manager to execute the contracts on behalf of the City, subject to final review and approval by the City Attorney; and
3. Authorize the Finance Director to make the necessary budgetary and accounting entries.

BACKGROUND:

The last Housing Element of the General Plan (4th Update Cycle) was adopted September 1, 2009 by City Council Resolution No. 2009-147 and was certified by the California Department of Housing and Community Development Department (HCD) on December 16, 2009. This element represented the period 2008-2014. Housing Elements are required by state law to be updated and brought current every five to eight years.

On October 23, 2015, City staff circulated a Request for Proposals (RFP) to prepare the Housing Element Update to six planning and environmental consulting firms with local experience preparing Housing Elements.

Three firms responded by the November 13, 2015 submission date, although only two responded with proposals. Both EMC Planning Group and Veronica Tam and Associates Inc. were invited to interview with the City on December 4, 2015.

ANALYSIS:

The firm Veronica Tam and Associates, Inc. of Pasadena CA, which previously prepared the City's Inclusionary Housing and Density Bonus Ordinances (2006), clearly stood out with a complete and superior proposal. Veronica Tam's team has a demonstrated record of preparing 40 such housing elements in the 5th Update Cycle and has demonstrated familiarity with the City's Housing Element and Municipal Code. Additionally, Ms. Tam has a firm professional relationship with the State Office of Planning and Research (OPR) and will be a valuable liaison for the City of Marina. Ms. Tam has partnered with Rincon Consultants, Inc. of Monterey to prepare the environmental document.

The Veronica Tam and Associates proposal estimates a completion date in August of 2016 if work is begun in January.

A draft Agreement for Consulting Services has been prepared ("**Exhibit A to the Resolution**"). This agreement includes two separate Scopes of Services: one to update the Housing Element and one to update MMC Chapter 17.45, Affordable Housing.

Appropriation Request

In anticipation of the state-required update, the FY 15/16 Budget was adopted with \$37,900 set aside for consultant services to prepare the 5th Cycle Housing Element Update.

This estimate did not include the preparation of the environmental document required by California Environmental Quality Act (CEQA).

The consultant Scope of Services cost is estimated to have a cost of \$66,526, including environmental review and enhanced citizen consultation.

Exhibit A to the Consulting Services Contract describes the Scope of Work for the preparation of the 5th Cycle Housing Element Update.

Zoning Code Update

The Scope of Work for updating Marina Municipal Code (MMC) Chapter 17.45, Affordable Housing Ordinance, includes updates to reflect changes in state law that address density bonus provisions, employee housing, farmworker housing, and the definition of transitional housing. The update will also include any new or revised implementation measures stemming from the update to the Housing Element.

Exhibit B to the Consulting Services Contract describes the Scope of Work for an update to Chapter 17.45.

Staff is also requesting a budget adjustment to accomplish these tasks.

FISCAL IMPACT:

Funds for this project, if approved, will be drawn from three sources.

The Planning Services Division, Housing Element Expenditure Account 100.410.5600.615 currently includes \$37,900 for preparation of the Housing Element.

Remaining funding for the Housing Element Update would be drawn from the General Plan Fee Account 100.410.5600.615 in the amount of \$29,026. Funds for this account are collected with each issuance of building permits in the City for purposes of updating the City's General Plan.

Funding for the Affordable Housing Ordinance update would be drawn from the available General Fund balance in the amount of \$8,800. The table below summarizes the estimated project costs for services to be provided by Veronica Tam and Associates, Inc. and the City of Marina funding source.

Expenditure Account 11-161-65890-8003	Amount Budgeted for Housing Element Preparation FY 15/16	Appropriation from General Plan Implementation Fee account	Appropriation Needed from General Fund Reserve
City of Marina Approved Budget 2015 / 2016	\$37,500		
VTA Contract for Housing Element Update \$66,526	\$37,500	\$29,026	
VTA Contract for Affordable Housing Ordinance Update \$8,800			\$8,800

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Taven M. Kinison Brown
Acting Planning Services Manager
City of Marina

REVIEW AND CONCUR:

Theresa Szymanis, AICP, CTP
Acting Director, Community Development Department
City of Marina

Layne Long,
City Manager
City of Marina