



CITY OF NOVATO
CALIFORNIA

REQUEST FOR QUALIFICATIONS

HOUSING ELEMENT UPDATE
2023-2031

AND ENVIRONMENTAL IMPACT REPORT

Community & Economic Development Department
922 Machin Avenue
Novato, CA 94945

ISSUE DATE:
OCTOBER 18, 2021

DEADLINE FOR SUBMISSIONS:
NOVEMBER 8, 2021

Request for Qualifications for the City of Novato 2023-2031 Housing Element Update

The City of Novato (City) Community & Economic Development Department (CED), is soliciting qualifications for the tasks necessary to complete the 2023-2031 Housing Element. The submitted package should include assumptions for what the consultant team will need from City staff.

Submit qualifications electronically to: Vicki Parker
Community & Economic Development Director
vparker@novato.org

Submit package by: November 8, 2021 at or before 5:00 pm

Questions regarding this Request for Qualifications should be directed to Vicki Parker, Community & Economic Development Director, vparker@novato.org per the instructions and deadlines outlined in this RFQ.

INTRODUCTION

The City of Novato (City) Community & Economic Development Department (CED) invites submittals from qualified firms, consultants or consultant teams with specific experience in housing element preparation and updates, associated public engagement, land inventory analysis, necessary rezones and, if possible, environmental analysis of housing elements.

State housing element law (Government Code Sections 65580-65589.8) requires each local government to review and update the housing element of its General Plan at least every eight years. The City's current Housing Element is for the period of 2015-2023. The update will cover the period from 2023-2031 and must be through the review process with the California Department of Housing and Community Development (HCD) and adopted by January 1, 2023. The Regional Housing Allocation Needs (RHNA) process is still in the midst of its appeals period, however, draft numbers are available and the City does not expect those numbers to change significantly. The draft numbers indicate the City must accommodate 2,090 new units. This allocation is more than a 400% increase over the previous cycle. The Association of Bay Area Governments (ABAG) has developed data profiles for each jurisdiction. The selected consultant team will have access to the data profiles to assist in housing element preparation.

The City adopted an update to its General Plan in fall of 2020. That update included land use capacity for an additional 990 dwelling units. Some of that capacity was comprised of sites listed in the current Housing Element. City staff is completing an analysis of the potential for those sites to be reused in the update, given changes in State law. There are several housing projects currently in the entitlement process which will contribute to our inventory, however, we do anticipate some rezoning will be necessary to demonstrate capacity.

The City is part of a countywide, Marin collaborative effort to remove impediments, develop new policies and complete extensive public outreach in order to affirmatively further fair housing and result in an Element update which is compliant with AB 686. It is anticipated that this work will continue throughout 2022 and will require coordination with Marin County staff and its consultant. The scope of that work effort is attached to this document. The chosen consultant would be expected to participate in these regional efforts and bring results of that work into the City's update.

The City is committed to working closely with community members and housing stakeholders to develop an ambitious housing element that complies with State law, identifies adequate sites for affordable housing, and develops goals, policies and programs that are implementable and focused on meeting the City's current and future housing need for all income levels. The successful consultant team will have significant experience engaging and collaborating with residents and housing stakeholders.

ANTICIPATED SCOPE OF SERVICES

The chosen consultant team will be expected to provide a clear and thorough scope of services that includes the tasks necessary to complete the 2023-2031 Housing Element. It is our preference that the team be qualified and able to include necessary environmental review within their scope. However, environmental analysis and documentation are not a necessary component of this scope and the City is willing to contract for that separately. The following provides the minimum requirements of a scope of services. The City anticipates the scope of services will be refined prior to contract execution to reflect negotiations between the selected consultant team and the City.

It is anticipated that the chosen firm's scope of services would include the following, however, firms are encouraged to modify/edit/expand the suggested scope based on professional experience. Please clearly

identify any modifications to the proposed scope in your response. The anticipated scope of services includes the following:

1. **2023-2031 Housing Element**

- a. Demonstrate compliance with State housing element law, including all new State legislation which will be applicable to the 6th cycle update. This includes completion of necessary work to meet State and City deadlines, including the mandatory public review and consideration periods imposed by AB 215.
- b. Develop, in accordance with best practices and State guidance, including the Governor's Office of Planning and Research (OPR) *General Plan Guidelines* and HCD's *Building Blocks: A Comprehensive Housing Element Guide*.
- c. Develop a land inventory that identifies adequate sites (pursuant to Government Code) in excess of the RHNA methodology adopted by the ABAG Board of Directors on May 20, 2021. Any rezoning program required as a result of the land inventory must also be included in this effort but can be listed as a separate task.
- d. Cooperate with county-wide efforts to affirmatively further fair housing and refine that work as necessary to incorporate it into an AB 686 compliant City update.

2. **Community and Stakeholder Outreach.** Consultant team will be expected to propose a public outreach program in accordance with best practices and State guidance. The City currently hosts a number of web-based community outreach tools and practices which would need to be incorporated into the outreach program.

3. **Environmental Analysis and Documentation - Optional**

It is the City's preference that the preparation and filing of documents necessary to meet the requirements of the California Environmental Quality Act (CEQA) be included in the scope of services. However, the City is willing to contract for this service separately.

SUBMISSION REQUIREMENTS

Firms should submit electronically, in PDF format, via email. Qualifications must be received by the City no later than 5:00 pm, November 8, 2021. Late qualifications will not be accepted. There is no page limit, however, submissions should be succinct whenever possible. All documents submitted become the property of the City of Novato.

Submittals shall include:

1. A letter of transmittal, no more than 2 pages in length.
2. Project understanding. Provide a summary of the project issues. Include a short discussion of the intended approach which demonstrates that the proposer understands the issues and the team's ability to address them. Identify key elements of the project and what special approach your firm will use to develop these elements.
3. Proposed scope. Provide a detailed description of each task proposed by the consultant to accomplish the scope of work. Identify any information or assistance required from City staff to accomplish each step in the process.
 - a. Provide a table/matrix of applicable changes to State housing element law since the City last updated its housing element. Identify any proposed strategies for implementing these State requirements into the City's 2023-2031 Housing Element.

4. Draft schedule. Provide a proposed project schedule with estimated completion dates for each of the tasks. Please provide a proposed project schedule that includes the City submitting an adopted housing element to HCD no later than January 1, 2023 and include all necessary public review periods, including those imposed by AB 215.
5. Project examples. For the prime consultant, provide one-page summaries of three examples of previous projects of similar scale and scope. Include key contact name(s) and phone numbers/email addresses. Indicate which staff members worked on each project and in what role. If applicable, each subconsultant should be represented and their role described, in at least one example. One additional example per subconsultant may be provided such that each team member has provided at least one example of work in a similar role.
6. Organizational chart. Provide an organizational chart that clearly identifies the project manager and the roles of each of the key members of the consultant team.
7. Qualifications of key staff proposed for this assignment. Provide resumes and brief biographies of key individual team members.
8. Statement. Include a statement that the firm(s) has (have) sufficient staff resources and capability to perform the scope of services within the specified time frame.
9. References. Consultant must provide a minimum of three (3) client references, preferably city or county governments, for whom services have been provided within the last five (5) years or during the previous housing element cycle. These should match the project examples as much as possible.

Attachment 1: City of Novato Professional Services Contract

Attachment 2: County of Marin Collaborative Scope of Services, Affirmatively Furthering Fair Housing

ATTACHMENT 1

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for _____ is entered into for the period _____ as of this _____ day of _____, 2021, by and between the CITY OF NOVATO, a municipal corporation (hereinafter referred to as “City”) and _____ (hereinafter referred to as “Consultant”).

WHEREAS, City desires to obtain professional services in connection with _____; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to competently provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by reference. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City.

Section 2. Time of Performance.

Subsections 2.A. and 2.B. are in the alternative. For purposes of this Agreement, Subsection 2.A. [] 2.B. [] applies. (Check ONE box only.)

A. [Non Cost-Covered Services] The services of Consultant are to commence upon the execution of this Agreement and shall be undertaken and completed within the time limits set forth in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant.

B. [Cost-Covered Services] Execution of this Agreement does not constitute authorization to proceed with the work described in the Scope of Services. Consultant shall not begin the work described in Exhibit A until after the City has issued a written Notice to Start Work, following verification by City staff that the project sponsor has deposited with the City adequate funds to pay for completion of the work described in Exhibit A. City and Consultant understand that it is the City’s policy for routine projects to obtain full payment from development applicants prior to execution of any consultant services agreements relating to the processing of development applications. In unusual circumstances (such as large, complex projects and projects where the City is serving as the applicant), City may allow deposit of processing costs in phases. In such cases, Consultant shall not begin work on any of the tasks described in Exhibit A until after the City has issued a written Notice to Start Work for that

particular task. Each Notice to Start Work will specify the task authorized to be undertaken and will be issued only following verification by the City that the project sponsor has deposited with the City (or the City has budgeted) adequate funds to pay for the completion of the authorized task. For all projects, following issuance of a Notice to Start Work, the services of Consultant shall be undertaken and completed within applicable time limits set forth in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City.

Section 3. Compensation and Method of Payment.

A. Compensation. Consultant shall charge for services performed in accordance with the compensation schedule incorporated in Exhibit A, not to exceed a total amount of _____ (subject to adjustment as appropriate).

B. Method of Payment.

Subsections 3.B.(1) and 3.B.(2) are in the alternative. For purposes of this Agreement, Subsection 3.B.(1) [X] 3.B.(2) [] applies. (Check ONE box only.)

(1) Monthly Statements. [Contract Planners, etc.] As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the City a statement of account which clearly describes the work for which the billing is submitted.

(2) Statements Following Completion of Work Tasks. [EIR Consultants, etc.] As a condition precedent to any payment under this Agreement, Consultant shall submit to the City a detailed statement of account which clearly sets forth the designated work tasks for which the billing is submitted. Payments shall be made following completion of each of the individual work tasks described in the Scope of Services. No payments shall be made for tasks which have not been satisfactorily completed.

C. Payment. City shall review Consultant's statements and pay Consultant for services rendered hereunder at the rates and in the amounts provided hereunder in accordance with the approved statements.

Section 4. Standard of Quality. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise.

Section 5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the City upon payment to the Consultant for such work, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party.

Section 6. Retention of Other Consultants, Specialists or Experts. Consultant will not retain or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City. In addition, the persons who shall provide the services agreed to be performed hereunder by Consultant are identified below. No other person may provide services under this agreement on behalf of Consultant without the prior, written consent of the City.

Names of Persons Permitted to Perform
Under this Agreement

Section 7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have and shall not acquire any investment or interest, direct or indirect, in real property which is located within the area covered by this Agreement. Consultant further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

Consultant shall comply with the City's conflict of interest code and all other conflict of interest laws, including but not limited to the Political Reform Act of 1974 and the regulations promulgated thereunder. Without limiting the generality of the foregoing and in the event that the Consultant is a "consultant" as defined in 2 Cal. Code Regs. § 18701(a)(2) or its successor regulation and is otherwise required by the City's conflict of interest code to complete and execute the economic disclosure statement required under the City's conflict of interest code, as a condition to commencing the work described herein, Consultant shall complete, execute and deliver to the City said economic disclosure statement.

Section 8. Interest of Members and Employees of City. No member of the City Council and no other officer, employee or agent of the City who exercises any function or responsibility in connection with the review, approval or carrying out of any project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, association, or other legal entity in which he/she is directly or indirectly interested. If Consultant learns of any such interest, he/she shall promptly disclose such interest in writing to the City Manager.

Section 9. Liability of Members and Employees of City. No member of the City Council and no other officer, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount

which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

Section 10. Indemnification of City. Consultant hereby agrees to defend, indemnify and hold harmless the City from and against any and all claims arising out of Consultant's breach of this Agreement and/or the willful or negligent acts, errors or omissions of Consultant relating to this Agreement. The City has no liability or responsibility for any accident, loss or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise.

Section 11. Consultant Not an Agent of City. Consultant is not an agent of the City, and the City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City.

Section 12. Compliance with Laws.

A. **General.** Consultant shall comply with all applicable federal, state and local laws, code, ordinances and regulations. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall, at all times during the term of this Agreement and for one year thereafter, provide written proof of such licenses, permits, insurance and approvals upon request by the City.

B. **Novato Business License.** Unless otherwise exempt, Consultant will maintain a valid City of Novato business license pursuant to Chapter VIII of the Novato Municipal Code during the term of this Agreement. Concurrently with execution of this Agreement, and upon request of City thereafter, Consultant will submit proof of compliance with this Subsection.

C. **Workers' Compensation.** Consultant shall take out and maintain at all times during the life of this agreement, up to the date of acceptance of the work by the City, workers' compensation insurance as required by the Labor Code of the State of California. The Consultant shall require all sub-consultants similarly to provide such insurance for all of subconsultants' employees. The amount of said insurance shall be \$1 million per accident. Consultant certifies that it is aware of the provision of the California Labor Code which requires every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. City Not Responsible. The City is not responsible or liable for Consultant's failure to comply with any and all of said requirements.

Section 13. Insurance.

A. Minimum Scope of Insurance

(1a) Consultant agrees to have and maintain, for the duration of the Agreement, a Commercial General Liability insurance policy insuring him/her and his/her firm for bodily injury, personal injury and property damage to an amount not less than XX Million Dollars (\$1/2,000,000) per occurrence and XX Million Dollars (\$2/4,000,000) in aggregate with such company or companies licensed to do business in the State of California with a Best's rating of A: VII or better. At the time the Agreement is entered into the City may require higher limits depending on the nature of the services being provided by the Consultant. Such determination shall be made by the City's Risk Manager.

(1b) In lieu of commercial general liability insurance, Consultant may secure and maintain a combination of primary and excess policies to achieve the required limits.

(2) Consultant agrees to have and maintain for the duration of the Agreement an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. At the time the Agreement is entered into the City may require higher limits depending on the nature of the service being provided by the Consultant. Such determination shall be made by the City's Risk Manager.

(3) CONSULTANT shall have and maintain a Professional Liability insurance policy insuring him/her to an amount not less than One Million Dollars (\$1,000,000) for losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs, to the extent that the CONSULTANT (and its SUB-CONSULTANT) is responsible for such damages, liabilities and costs in the performance of professional services under this agreement.

(4) Consultant shall have and maintain a Worker's Compensation and Employer's Liability insurance policy insuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000) for injuries arising out of the rendering of services or the failure to render services under this Agreement. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the consultant, its employees, agents and subconsultant.

(5) Consultant shall provide to the City all certificates of insurance with original endorsements reflecting coverage required by this section. Certificates of such

insurance shall be filed with the City on or before commencement or performance of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

(6) Any Consultant utilizing the services of a secondary consultant in the performance of this Agreement shall either provide the required insurance(s) for the type of service being provided by the secondary consultant or provide evidence acceptable to the City demonstrating that the secondary consultant has in effect the required insurance(s).

B. General Liability.

(1) The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant.

(2) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(4) Consultant's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

Section 14. Assignment Prohibited. Consultant shall not assign any right or obligation pursuant to this Agreement without the City's prior written consent. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

Section 15. Expiration and Termination of Agreement. Unless extended by mutual agreement or terminated pursuant to this section, this Agreement shall expire upon Consultant's satisfactory and timely completion of the services contracted for hereunder. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City within its sole discretion upon written notice to the Consultant. Consultant may terminate this Agreement upon thirty (30) days' written notice to the City only for good cause, including without limitation, serious illness or material breach of this Agreement by City. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the City, become its sole property and shall, at Consultant's expense, be delivered to the City or to any party the City may so designate. In the event of termination by the Consultant, the Consultant shall only be compensated for all work Consultant satisfactorily performs prior to the time Consultant delivers to the City the termination notice, unless other arrangements are agreed to by the City. In the event of termination by the City, the Consultant shall be compensated for all work satisfactorily performed prior to the time Consultant receives the termination notice, and shall be compensated for materials ordered by the Consultant, and services of others ordered by the Consultant prior to receipt of the City's termination notice whether or not such materials or instruments of services of others have actually been delivered to Consultant or to the City, provided that the Consultant is not able to cancel such orders for materials or services of others. In the event this agreement is terminated pursuant to this section, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this agreement by the City pursuant to this section.

Section 16. Entire Agreement; Amendment. This Agreement, including Exhibit A and any other exhibits or attachments made a part hereof constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

Section 17. Litigation Costs. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees. In any action seeking recovery of monetary damages, the plaintiff shall not be considered to be the prevailing party unless it recovers at least sixty-six percent (66%) of the dollar amount requested in the complaint's prayer for relief.

Section 18. Remedies. In addition to any other available rights and remedies, either party may institute legal action to cure, correct or remedy any default, enforce any covenant herein, or enforce by specific performance the rights and obligation of the parties hereto.

Section 19. Time of the Essence. It is understood and agreed by City and Consultant that time is of the essence in the completion of the work tasks described in the Scope of Services.

Section 20. Interpretation of Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and the City of Novato.

Section 21. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Novato
 922 Machin Avenue
 Novato, CA 94945

If to Consultant: _____

Section 22. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

Section 23. Execution. This Agreement may be executed in several original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Further Assurances. Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide, within a reasonable time, but not exceeding _____ days, such assurance of due performance as is adequate under the circumstances is a repudiation of this agreement by that party. Acceptance of

any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF NOVATO

CONSULTANT

By: _____
Adam McGill, City Manager Date

By: _____
Date

By: _____
Laura McDowall, City Clerk

Title

Approved as to form:

City Attorney

Attachments:

Exhibit A, Scope of Services/Cost Proposal

Exhibits ____, City of Novato Insurance Requirements

CERTIFICATE OF MAILING
*[Use for Agreements to be funded
through Cost Recovery Program]*

A true and correct copy of the attached Consultant Services Agreement between the City of Novato and _____, dated _____, was transmitted to the applicant/authorized agent by certified mail, return receipt requested.

Name Applicant/Authorized Agent: _____

Address: _____

Dated: _____

Laura McDowall, City Clerk

Schedule A

Professional Liability Insurance Requirements for Consultants

Category I - \$1,000,000
Design Services (Architects, Engineers)
Geotechnical Consultants
Special Testing and Inspection (concrete and asphalt testing, seismic and welding inspection)
Traffic Engineers
Building Inspection for City Projects
Engineering Inspection for City Projects
Financial/Fiscal Analysis
Real Estate Economics
Category II - \$250,000
Aerial Mapping
Surveyors

Workers' Compensation and Employer's Liability Special Endorsement for _____ (the "City")		Submit in Duplicate	
		Endorsement No.	Issue Date (MM/DD/YY)
Producer Telephone: _____	Policy Information: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____		
Named Insured	Other Provisions		
Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____ ()	Employer's Liability Limits \$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. Cancellation Notice. This insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 2. Waiver of Subrogation. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits conditions, agreements, or exclusions of the policy to which this endorsement is attached.			
Endorsement Holder City	Authorized Representative 9 Broker/Agent _____ 9 Underwriter _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____		

Acknowledgement of No Workers' Compensation Insurance and Release

The undersigned, [all general partners in the California general partnership entitled _____; the sole shareholder of the corporation called _____; _____] ("Company"), agree, represent and warrant as follows:

1. That Company has been determined to be the lowest responsible bidder and has conditionally been awarded the construction contract for the City of _____ ("City") project entitled "_____" ("Project"). A condition to said contract for the construction of said Project is the provision, by Company, of workers' compensation insurance for the Company's employees performing work on and for the Project.
2. That neither the Company nor any of its partners, shareholders, directors or principals shall ever use, retain, employ or obtain the assistance of any person hired by the Company as an employee to perform work on or in connection with the Project.
3. That because the Company and all of its partners shall not retain employees to perform work on or in connection with the Project, the Company and all of its partners do not intend to secure workers' compensation insurance for said Project.
4. That if at any time during the performance of the work required to complete the Project the Company or any of its partners employ and employee to perform any or all of said work, the undersigned and the Company shall, in writing, immediately notify the City of said employment, and with said notification, the Company shall supply to the City satisfactory evidence of workers' compensation insurance.
5. That the Company and each of its partners, shareholders, principals and/or owners indemnify, release and hold the City harmless from any and all injuries, damages, costs, attorneys fees, expenses and liabilities of any sort caused to persons or property arising out of the work performed on or in connection with the Project, including but not limited to injuries caused to persons working on the Project, excluding the City's sole or active negligence.
6. That the undersigned are all the general partners [shareholders, principals, owners, etc.] of said Company and are authorized to make this agreement and warranty on behalf of themselves and the partnership.
7. That the undersigned personally guarantee the obligations contained hereinabove.

[I] [We] declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

General Partner/Owner/Shareholder

Date

General Partner/Owner/Shareholder

Date

Certificate of Insurance

(the "City")

Producer	This Certificate of Insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies below. Companies Company Letter Company Letter Company Letter Company Letter	Best's Rating
Insured		

This is to certify that the policies of insurance listed below have been issued to the Insured Named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

- The following provisions apply:**
- None of the above-described policies will be cancelled until after 30 days written notice has been given to the City at the address indicated below.
 - The City, its officials, officers, employees and volunteers and added as insureds on all liability insurance policies listed above.
 - It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not to contribute with the insurance described above.
 - The City is named a loss payee on the property insurance policies described above, if any.
 - All rights of subrogation under the property insurance policy listed above have been waived against the City.
 - The Workers' Compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	All Units in Thousands
General Liability 9 Commercial General Liability 9 Claims Made 9 Occur. 9 Owner's & Contractor's Prot. 9 Owner				General Aggregate \$ _____ Products Comp/OPS Aggregate \$ _____ Personal & Advertising Injury \$ _____ Each Occurrence \$ _____ Fire Damage (Any One Fire) \$ _____ Medical Expense (Any One Person) \$ _____
Automobile Liability 9 Any Auto 9 All Owned Autos 9 Scheduled Autos 9 Hired Autos 9 Non-owned Autos 9 Garage Liability				Combined Single Limit \$ _____ Bodily Injury (Per Person) \$ _____ Bodily Injury (Per Accident) \$ _____ Property Damage \$ _____
Excess Liability 9 Umbrella 9 Other Than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____
9 Worker's Compensation and Employer's Liability				9 Statutory \$ _____ Each Accident \$ _____ Disease - Policy Limit \$ _____ Disease - Each Employee \$ _____
Property Insurance 9 Course of Construction				Amount of Insurance \$ _____

Certificate Holder/Additional Insured	Authorized Representative
	Signature: _____
	Title: _____
	Phone No.: _____

UNDERWRITER/BROKER/AGENT'S CERTIFICATION
City:
City Project Identification:
Entity Providing Contractual Services:
Insurer(s):
Best Rating(s):
Name and Title of Underwriter, Broker or Agent completing Certification:

I, the undersigned insurance underwriter, broker or insurance agent, do hereby certify that I have examined the insurance specifications prepared by the City for the above-referenced project and have attached herewith company certificates of insurance and all endorsements specified in the insurance specifications.

I further certify that the coverages provided to the Contractor and described in the certificates of insurance and endorsements conform in all respects to the requirements set forth in the insurance specifications, including, but not limited to, the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance specifications;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance specifications;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance specifications have been provided and copies have been attached to the appropriate certificate of insurance.
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A:VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

I understand that the City will not authorize the Contractor to initiated work on behalf of the City until this certification has been fully executed and returned to the City.

Name of Company		Signature of Broker
Business Address		Date
Business Phone		

Issue Date (MM/DD/YY)

Certificate of Professional Liability Insurance
(the "City")

Producer	This Certificate of Insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies below. <div style="text-align: right;">Best's Rating</div>
Insured	
Companies	
	Company
	Letter
	Company
	Letter
	Company
	Letter
	Company
	Letter
	Company
	Letter

This is to certify that the policies of insurance listed below have been issued to the Insured Named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Co Ltr	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	All Units in Thousands	
	Professional Liability Errors & Omissions Insurance 9 Claims Made 9 Occurrence				Each Occurrence \$ _____ Aggregate \$ _____ Combined Single Limit \$ _____	

Description of Operations/Locations/Vehicles/Restrictions/Special Items

The following Provisions Apply:

- None of the above-described policies will be cancelled until after 30 days written notice has been given to the City at the address indicated below.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not to contribute with the insurance described above.
- It is hereby certified the above policy provides insurance as required by the applicable agreement between the City and the insured.

Certificate Holder/Additional Insured	Authorized Representative Signature: _____ Title: _____ Phone No.: _____
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ATTACHMENT 2



to **Jillian Zeiger, Planner**
from **Scott Davidson, Contract Services Director**
re **County of Marin AFFH Task Order Scope of Work and Budget Estimate**
date **07/28/2021**

Project Understanding

Operating under an agreement with MIG, Veronica Tam and Associates (VTA) will prepare AFFH (Affirmatively Furthering Fair Housing) analysis to be used by the following Marin County Jurisdictions as part of their Housing Element Update:

- Sausalito (De Novo Planning Group)
- Tiburon (Christine O'Rourke)
- Corte Madera (Christine O'Rourke)
- Fairfax - EMC
- Marin County Collaborative (Larkspur, Ross, Belvedere, San Anselmo) - EMC
- Mill Valley (DKS for outreach)
- San Rafael (Barry Miller)
- Novato - Unknown

VTA will generate information for each jurisdiction as described in the following phases. Each jurisdiction will be responsible for engaging the community, addressing community specific needs, and incorporating the information in their Housing Element.

AB 686 (Affirmatively Furthering Fair Housing) compliance has become one of the most significant changes to the Housing Element requirements. The principles of and analysis for AFFH must be used to inform the Housing Element development process. In response to HCD guidance, our scope of work proposes to conduct the AFFH analysis in phases.

Scope of Work

Phase 1: AFFH Existing Conditions Maps for Informing Community Outreach and Sites Selection

VTA will attend a kickoff meeting to discuss the process and expectations with the jurisdictions and/or their consultants for Housing Element update. The County will schedule this meeting and take notes, as needed.

HCD's AFFH Guidance Memo indicates that jurisdictions should be outreaching to groups who are targets for the AFFH requirements. Specifically, these include minorities, persons with disabilities, low/moderate income population, families with children, persons living in poverty, and persons with disproportionate housing needs (substandard housing conditions, cost burden, overcrowding).

We will provide each jurisdiction a set of the AFFH maps (from HCD AFFH Data Viewer) and other sources such as the Marin County Analysis of Impediments to Fair Housing Choice. These maps will show geographic concentrations of specific groups. When designing the outreach program for the Housing Element, jurisdictions should increase/target outreach activities to geographic areas with concentrated issues. When selecting sites for RHNA, jurisdictions should also consider the characteristics of impacted neighborhoods. Place-based strategies for neighborhood improvements should be developed to complement the RHNA sites strategies.

Phase 2: Existing Conditions Analysis

VTA has developed a template for the AFFH analysis. We have already received HCD approval on some of our AFFH analyses following this template. We also understand from HCD staff that our work has been used as a sample analysis. We will deliver the Existing Conditions Analysis for each jurisdiction that includes the maps from Phase 1, additional data tables from various sources, and narratives/discussions. We will identify areas where jurisdictions need to supply local context. The AFFH analysis cannot rely on data alone and should be supplemented with local knowledge (such as historical background, and recent trends).

Phase 3: Distribution of RHNA Sites by AFFH Factors

An important component of the AFFH analysis is the distribution of RHNA units by the various characteristics analyzed in Phase 2. Our GIS specialist will prescribe a format and the required data to conduct the analysis. Our scope assumes each jurisdiction will submit their RHNA sites in our prescribed format. VTA will complete the AFFH analysis with discussions on the distribution of RHNA sites by AFFH factors.

Phase 4: Meaningful Actions

VTA will provide some general guidance on the meaningful actions based on our experience working with HCD on Housing Elements in Southern California. However, this scope does not include developing meaningful actions for each jurisdiction. We will conduct an initial meeting to explain HCD expectations. We can also review and comment on actions developed by individual jurisdictions. The County will schedule this meeting and take notes, as needed.

Project Coordination

VTA and MIG will provide ongoing project coordination services to ensure the project is proceeding in a timely manner.

Budget

The MIG/VTA team will complete the above-noted scope of work for this project for an estimated cost of approximately \$151,160 as follows:

Phase / Billing Rate	Tam \$180	Planners \$130	GIS \$130	MIG	Total
Phase 1: AFFH Existing Conditions Maps	10	60			\$9,600
Phase 2: Existing Conditions Analysis	20	500			\$68,600
Phase 3: Distribution of RHNA Sites by AFFH Factors	20	200	100		\$42,600
Phase 4: Meaningful Actions	20	20			\$6,200
Project Coordination	20			\$7,500	\$11,100
Project Administration				\$13,060	\$13,060
Total	90	780	100		\$151,160

Assumptions

- The County will be responsible for communicating with the local jurisdictions, including all logistics (e.g., meetings, communiques), transfer of data/information, etc. Local jurisdictions will work through/contact the County rather than VTA for all project-related activities.