



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL AGENDA

Contact: 831.620.2000 www.ci.carmel.ca.us

Mayor Dale Byrne
Councilmembers Jeff Baron, Hans Buder, Bob
Delves, and Alissandra Dramov

All meetings are held in the City Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th Avenues

Regular Meeting Tuesday, September 9, 2025 4:30 PM

HYBRID MEETING ATTENDANCE OPTIONS

This meeting will be held in person and via teleconference ("hybrid"). The public is welcome to attend the meeting in person or remotely via Zoom, however, the meeting will proceed as normal even if there are technical difficulties accessing Zoom. The City will do its best to resolve any technical issues as quickly as possible. To view or listen to the meeting from home, you may also watch the live stream on the City's YouTube page at: <https://www.youtube.com/@CityofCarmelbytheSea/streams>. To participate in the meeting via Zoom, copy and paste the link below into your browser and enter the passcode.

<https://ci-carmel-ca-us.zoom.us/j/86890317537>

Webinar ID: 868 9031 7537

Passcode: 100836

Dial in: (253) 215-8782

HOW TO OFFER PUBLIC COMMENT

The public may give public comment at this meeting in person, or use the Zoom teleconference module, provided that there is access to Zoom during the meeting. Zoom comments will be taken after the in-person comments. The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received at least 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be made part of the record.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

EXTRAORDINARY BUSINESS (Estimated time - 15 minutes)

- A. Carmel High School Report Out
- B. Childhood Cancer Awareness Month Proclamation
- C. Carmel Woman's Club Proclamation
- D. Volunteer Spotlight - Carmel Woman's Club

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Persons are not required to provide their names, however, it is helpful for speakers to state their names so they may be identified in the minutes of the meeting. Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. If a member of the public attending the meeting remotely violates the Brown Act by failing to comply with these requirements of the Brown Act, then that speaker will be muted.

ANNOUNCEMENTS (Estimated time - 5 min)

- City Administrator Announcements
- City Attorney Announcements
- Councilmember Announcements

ORDERS OF BUSINESS

Orders of Business are agenda items that require City Council discussion, debate, direction to staff, and/or action.

- 1) Resolution 2025-079 authorizing the City Administrator to enter into a contract with the City of Monterey for the Monterey Fire Department to provide fire and ambulance services to the City of Carmel-by-the-Sea
(Estimated time - 30 minutes)
- 2) Resolution 2025-077 authorizing the City Administrator to execute a Construction Contract with Coastal Paving & Excavating Inc. for the Base Bid plus Bid Additives 1 and 2, and a 20% contingency, in the total amount of \$2,778,378, for the Conglomerate Paving Project FY 24-25
(Estimated time - 20 minutes)
- 3) Resolution 2025-078 Approving the Ad Hoc Committee's Recommended Reduced Square Footage for Police and Public Works Facilities and

Approving Issuance of the Request for Proposals (RFP) for Architectural Services for the Police and Public Works Facilities Project and Authorizing Staff to Release the RFP to Qualified Architectural Firms
(*Estimated time - 60 minutes*)

- 4) Resolution 2025-080 authorizing the City Administrator to enter into a Professional Services Agreement (PSA) with Opticos Design, Inc., for a not-to-exceed fee of \$180,000 to prepare objective design and development standards (ODDS) for accessory dwelling units, multifamily residential, and mixed-use residential (*Estimated time - 30 minutes*)
- 5) Resolution 2025-081 approving a revised Reasonable Accommodation policy and procedure (C11-01) to ensure individuals with disabilities have equal access to housing (*Estimated time - 20 minutes*)

RECESS

The City Council will take a 30-minute break around 6:30 p.m.

FUTURE AGENDA ITEMS

CLOSED SESSION

- 6) CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:
Property: Rio Park, East of Dolores Street and Lasuen Drive, Carmel-by-the-Sea
(APN: 009-521-002-000)
Agency negotiators: City Administrator, City Attorney
Negotiating parties: Carmel Area Wastewater District (CAWD)
Under negotiation: Price and terms of lease

CLOSED SESSION PUBLIC COMMENT

ADJOURNMENT

CORRESPONDENCE

Correspondence received after agenda posting will be uploaded to this Google Drive link: [Sept. 9, 2025, Correspondence Received](#)

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, Harrison Memorial Library, located on the NE corner of Ocean Avenue and Lincoln

Street, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage (<http://www.ci.carmel.ca.us>) in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this agenda received after the posting of the agenda will be available for public review at City Hall, located on Monte Verde Street between Ocean and Seventh Avenues during regular business hours.

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
PROCLAMATION**

**HONORING JACOB’S HEART CHILDREN’S CANCER SUPPORT SERVICES AND
DECLARING SEPTEMBER 2025 AS CHILDHOOD CANCER AWARENESS MONTH**

WHEREAS, the character of our community is revealed in how we treat our most vulnerable; and

WHEREAS, each year, 19.2 in every 100,000 children in our community will be diagnosed with cancer; and

WHEREAS, cancer remains the leading cause of death by disease among children— more than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, Jacob’s Heart has been keeping medically fragile children and families housed, fed, and emotionally supported by steadfastly adhering to the following commitments:

- 1) Parents of children with cancer and other serious illnesses will be relieved of financial fears and able to focus attention on their children; and
- 2) No child undergoing intensive treatment in our community will be homeless; and
- 3) Families of seriously ill children will not experience food insecurity during and after the pandemic; and
- 4) No child seriously ill child in our community will ever miss a medical appointment because of a lack of transportation; and

WHEREAS, Jacob’s Heart holds the memories and honors legacies of hundreds of children from our local community who have been lost to cancer, ensuring that their memories will never be forgotten; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 25 years as a trusted community partner in providing family-centered care that addresses the emotional, practical, and financial struggles of families of children with cancer in the City of Carmel-by-the-Sea; and

WHEREAS, it is important for all Carmel-by-the-Sea City residents to recognize the impact of pediatric cancer on families within our community and honor the children in our community whose lives have been cut short by cancer.

NOW, THEREFORE, I, Dale Byrne, Mayor of the City of Carmel, hereby declare September 2025, as Childhood Cancer Awareness Month in our City, and honor Jacob’s Heart Children’s Cancer Support Services for their outstanding support to our community and their contributions to raising awareness of childhood cancer.

September 9, 2025

Dale Byrne, Mayor

**A PROCLAMATION OF
THE CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

Recognizing the Centennial Celebration of the Carmel Woman's Club

WHEREAS, on December 6, 1925, the Carmel Woman's Club was founded by 54 visionary women with a shared mission to serve the educational, cultural, and social needs of the Carmel-by-the-Sea community; and

WHEREAS, for 100 years, the Carmel Woman's Club has been a beacon of civic engagement and philanthropy, broadening its impact throughout the Monterey Peninsula and beyond; and

WHEREAS, the Club played an essential role in shaping the early character of Carmel, from advocating for the naming of city streets and maintaining the cleanliness of the town and beach, to planting trees and eliminating unsightly signage along highways and buildings; and

WHEREAS, in times of national and global crisis, the Carmel Woman's Club stepped forward with compassion and action, offering relief to unemployed men during the Great Depression, aiding Chinese refugees in 1938, and purchasing an ambulance for the British people during World War II; and

WHEREAS, the Club continues to demonstrate its deep commitment to empowering women through its scholarship program, established in 2010, which has helped women of all ages across Monterey County pursue education and improve their lives and the lives of their families; and

WHEREAS, through its charitable giving program, the Carmel Woman's Club supports more than 60 local organizations annually, enriching the community in areas including senior services, health and human services, arts, and children's programs; and

WHEREAS, the Club is also known for its vibrant and inclusive speaker series, offering engaging public programs that celebrate thought leaders from the worlds of art, literature, science, education, journalism, and cuisine;

NOW, THEREFORE, BE IT RESOLVED, that I, Dale Byrne, Mayor of the City of Carmel-by-the-Sea, do hereby recognize and commend the **Carmel Woman's Club on the occasion of its Centennial Celebration** for a century of extraordinary service, leadership, and legacy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Carmel-by-the-Sea to be affixed this 9th day of September, 2025.

Dale Byrne, Mayor



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

September 9, 2025
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brandon Swanson, Assistant City Administrator, Marisa Bermudez, HR Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-079 authorizing the City Administrator to enter into a contract with the City of Monterey for the Monterey Fire Department to provide fire and ambulance services to the City of Carmel-by-the-Sea *(Estimated time - 30 minutes)*

RECOMMENDATION:

Adopt Resolution 2025-079 authorizing the City Administrator to enter into a contract with the City of Monterey for the Monterey Fire Department to provide fire and ambulance services to the City of Carmel-by-the-Sea

BACKGROUND / SUMMARY:

On May 6, 2025, the City Council was presented with three options for ambulance service models given that the existing service model was no longer sustainable to meet licensing requirements, retain rights to operate an ambulance ("201 rights"), and effectively meet operational needs. In addition, there was a standing recommendation from the Ambulance Ad Hoc Committee to contract services with the City of Monterey. The three options presented to Council were designed to address the licensing and service challenges and provide a viable path forward to ensure both continued services and compliance with legal requirements. The options varied in cost, operational impacts and responsiveness to the Ad Hoc Committee recommendation.

- Option 1 (Recommended by Staff and Ad Hoc Committee): Contract Ambulance Service to Monterey Fire.
- Option 2 (Not recommended due to higher cost): City Operational Model at

Enhanced Staffing Levels.

- Option 3 (Not recommended due to licensing risk): Maintain current City Operational Model.

Council directed staff to proceed with Option 1. Following this direction, Carmel and Monterey staff worked to draft a contract for the City of Monterey to provide both fire and ambulance services to the City of Carmel (Attachment 2). Staff is recommending that Council authorize the City Administrator to enter into the attached services contract with Monterey Fire, which aligns with previous council direction, to ensure the City's ambulance service remains compliant with licensing requirements while enhancing service levels for residents and retaining the City's 201 rights.

FISCAL IMPACT:

The estimated annual cost of the contract with the City of Monterey is \$5.5 million dollars, and is captured in the FY 2025/26 Public Safety operating budget. This includes provision of both fire and ambulance services.

PRIOR CITY COUNCIL ACTION:

Discussed above in agenda report body

ATTACHMENTS:

1. Resolution 2025-079 City of Monterey Fire And Ambulance Services
2. Agreement to Provide Fire & Ambulance Services 2025

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION 2025-079

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING THE AGREEMENT WITH THE CITY OF MONTEREY TO PROVIDE FIRE
AND AMBULANCE ADMINISTRATION SERVICES**

WHEREAS, beginning on December 15, 2008, the City of Carmel-by-the-Sea began contracting with the City of Monterey (Monterey) to receive interim Fire Administration and Emergency Incident Management (Duty Chief) Services; and

WHEREAS, since January 1, 2012, the City of Carmel-by-the-Sea has continuously contracted with Monterey for the successful provision of Fire Services within its jurisdiction; and

WHEREAS, the City of Carmel-by-the-Sea desires continued assistance from Monterey with administering the fire department, including Duty Chief services; and

WHEREAS, the City of Carmel-by-the-Sea desires to expand existing services provided by Monterey to include ambulance services effective October 1, 2025; and

WHEREAS, the City of Carmel-by-the-Sea has determined that the safest and most effective method of providing fire and ambulance services is through a contract for dual services; and

WHEREAS, the City of Carmel-by-the-Sea will compensate Monterey an annual projected amount of \$5,557,952 for services specified in the fire and ambulance services agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES:

1. Authorize the City Administrator to execute a Fire and Ambulance Services Agreement with the City of Monterey as specified in Attachment 2 of the September 9th Staff Report incorporated by reference and attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 9th day of September 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

SIGNED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, City Clerk

**AGREEMENT TO PROVIDE FIRE AND AMBULANCE SERVICES
BETWEEN THE CITIES OF
MONTEREY AND CARMEL-BY-THE-SEA**

THIS AGREEMENT is made and entered into on this date: _____,
by and between the City of Monterey (“Monterey”), a municipal corporation, and the City of Carmel-by-the-Sea (“Carmel”), a municipal corporation (collectively referred to as “the Parties”).

RECITALS

WHEREAS, since January 1, 2012, Carmel has continuously contracted with Monterey for the provision of Fire Services within its jurisdiction;

WHEREAS, since January 1, 2012, Carmel has continuously contracted with Monterey for the provision of Interim Administration of Ambulance Services within Carmel;

WHEREAS, Carmel has determined that the most effective method of providing fire and ambulance services within its jurisdiction is through a contract for services model;

WHEREAS, the Parties desire to extend and continue the provision of Fire Services, terminate the provision of Interim Administration of Ambulance Services and begin the provision of Ambulance Services on the terms and conditions stated herein;

WHEREAS, it is the desire of the Parties to address, by this Agreement, all matters which are related to the services to be provided to Carmel by Monterey; and

WHEREAS, this agreement is entered into pursuant to Government Code § 54981 and § 55632.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual advantages and mutual covenants herein contained, it is agreed by and between the Parties hereto as follows:

**ARTICLE I
DEFINITIONS**

I.1 Advanced Life Support. “Advanced Life Support” (ALS) shall have the definition set forth in Section 1797.52 of the California Health and Safety Code, and specific Prehospital medical services as authorized within the scope of practice of a licensed Emergency Medical Technician – Paramedic (EMT-P) as described in the California Code of Regulations.

I.2 Basic Life Support. “Basic Life Support” (BLS) shall have the definition set forth in Section 1797.60 of the California Health and Safety Code, and specific Prehospital medical services as authorized within the scope of practice of a certified Emergency Medical Technician (EMT) as described in the California Code of Regulations.

I.3 **Capital Improvements.** “Capital Improvements” means and refers to structural repairs and similar improvements which are the type of improvements which would be added to the tax “basis” if the property were owned by a non-governmental entity.

I.4 **Chief Fire Officer.** “Chief Fire Officer” means and refers to employees of the Monterey Fire Department with appointment to the classification of Division Chief, Assistant Fire Chief, or Fire Chief.

I.5 **Code 3.** “Code 3” means and refers to the emergency response of a fire apparatus utilizing all warning equipment as authorized in Section 25252 et seq. of the California Vehicle Code.

I.6 **Emergency Medical Services.** “Emergency Medical Services” shall have the definition set forth in Section 1797.72 of the California Health and Safety Code.

I.7 **Fire Chief.** “Fire Chief” means the City of Monterey Fire Chief.

I.8 **Fiscal Year.** “Fiscal Year” means the annual period commencing on July 1 and ending the following June 30.

I.9 **Local Emergency Medical Services Agency.** The Monterey County Emergency Medical Services Agency is the Local Emergency Medical Services Agency, as defined in Section 1797.94 of the California Health and Safety Code, responsible for planning, implementation, and evaluation of the local EMS system throughout the County of Monterey.

I.10 **Prehospital.** “Prehospital” means the time period prior to patient arrival at a general acute care hospital as defined in Chapter 2, Section 1250(a), of Division 2 of the California Health and Safety Code with a permit to provide basic emergency medical services.

I.11 **Term.** “Term” means any period of time during which Monterey is obligated to provide services pursuant to this Agreement.

ARTICLE II TERM

II.1 **Initial Term.** The initial term of this Agreement shall be from 7:45 a.m. on October 1, 2025, through 7:44 a.m. on June 30, 2030.

II.2 **Automatic Renewal of Agreement for Five Year Terms.** Upon the conclusion of the initial Term and of each Term thereafter, this Agreement shall be automatically extended for additional five (5) year Terms unless either Party gives the other Party written notice of its intent to allow this Agreement to lapse. If either Party does not wish for this Agreement to be automatically extended for an additional Term pursuant to this section, that Party shall give the other Party written notice of its intent to allow the Agreement to lapse no later than the June 30 immediately preceding the end of that Term of the Agreement. Written notification of intent to allow the Agreement to lapse shall be in the form of a Resolution of the respective City Council and shall be provided to the City Manager or Administrator of the affected city with duplicate notification to the Fire Chief.

II.3 Termination. Notwithstanding Section II.1 or Section II.2 of this Agreement, either party may terminate this Agreement by providing twelve (12) months' written notification to the other party, and the term of this Agreement or any extension thereof shall be shortened accordingly. Either party may terminate the agreement fully for both fire and ambulance services or in part for either fire or ambulance services.

Written notification of termination shall be in the form of a Resolution of the respective City Council and shall be provided to the City Manager or Administrator of the affected city with duplicate notification to the Fire Chief. Upon termination of this Agreement, Monterey will deliver to Carmel the real property, buildings, vehicles, equipment and apparatus described in Article VIII herein.

II.4 Termination for Material Breach. Notwithstanding Sections II.1 through II.3 of this Agreement, this Agreement may be terminated for material breach pursuant to the procedures set forth in Section III.7 of this Agreement.

ARTICLE III PAYMENT FOR SERVICES

III.1 Direct Costs. Carmel shall compensate Monterey for all direct costs of providing Fire and Ambulance Services, as set forth in **Exhibit B**. "Direct Costs" shall be the total actual personnel costs incurred by Monterey to perform the Fire and Ambulance Services, at the percentages stated in **Exhibit B**, and all other direct costs identified in **Exhibit B**. The Direct Costs are based on the staffing model set forth in Article V of this Agreement, and Carmel shall not be invoiced for costs that exceed the costs of the staffing model, unless Article V of this Agreement is amended. Direct Costs shall not include Monterey's overhead costs, which shall be paid according to Section III.3 of this Agreement.

(a) **Exhibit B** to this Agreement may be amended at any time during the Term of this Agreement upon mutual written agreement by the City Manager of Monterey and the City Administrator of Carmel.

(b) If Monterey enters into an Agreement to provide fire services to an additional jurisdiction, or terminates an existing contract for the provision of fire services to another jurisdiction, the City Manager of Monterey and the City Administrator of Carmel shall review and update the percentages in **Exhibit B** as necessary.

(c) The City Manager of Monterey and City Administrator of Carmel cannot waive direct costs incurred unless authorized by the City Councils.

III.2 Overtime. Carmel shall compensate Monterey for all overtime costs incurred. Monterey shall make its best efforts to limit the use of overtime and to avoid abuses of overtime. Monterey shall, at the written request of Carmel's City Administrator, investigate any overtime hours that appear excessive or unreasonable under the circumstances. Any overtime overcharges determined to be excessive or unreasonable, as determined by the Fire Chief, shall be credited pursuant to Section III.6, Accounting.

III.3 Administrative Fee. Carmel shall pay a fee to Monterey as full compensation for all overhead and administrative costs (hereinafter the "Administrative Fee"). The Administrative Fee shall be a percentage of the Direct Costs as indicated in **Exhibit B**. The fire services administrative fee will

remain at 6% and the ambulance services administrative fee will be set at 16% based on the 2023 City of Monterey Review of Fire Services Contract study completed by Baker Tilly. Overhead shall include, but not be limited to, costs attributed to Monterey Fire Chief, Assistant Fire Chiefs, and staff included under Fire Administration, Prevention and Training. It also includes, but is not limited to, indirect costs related to the services of Monterey's City Manager, City Clerk, City Attorney, Information Services, Human Resources and Finance Functions.

III.4 Reimbursable Costs. Carmel shall reimburse Monterey for actual costs incurred in providing the Fire Services, if Carmel agrees to the costs in advance in writing or as provided herein. Carmel shall not reimburse Monterey for any costs that are part of the Administrative Fee. Reimbursable Costs shall be divided into four categories:

(a) **Budgeted Costs.** Budgeted costs are the anticipated costs of providing Fire Services agreed to by Carmel as part of the annual Fire and Ambulance Services budget. Monterey may incur Budgeted Costs without separate approval(s) from Carmel. The Budgeted Costs for the first year of the Initial Term shall be as set forth in **Exhibit B**.

(b) **Fire Prevention Costs.** Carmel shall collect and retain any fees for issuance of building and operational permits and inspections. Monterey retains the right, and intends to utilize, private contractor(s) and/or subject matter experts to provide development and plan review, fire protection system plan review and inspection, and/or fire safety inspection(s) within Carmel as deemed necessary by the Fire Chief or designee and in consultation with Carmel. Carmel shall pay applicable contractor fees. Carmel shall collect and retain any fees for such fire prevention services provided within Carmel by such a contractor.

(c) **Special Costs.** Special costs are those costs that Monterey incurs at the special request of Carmel, with Carmel's advanced approval to incur the cost. Special Costs may include, but are not limited to, added costs for special event coverage, additional costs incurred due to anticipated weather events, or additional services that are beyond the scope of Fire and Ambulance Services.

(d) **Extraordinary Costs.** Extraordinary costs are those costs that Monterey incurs unexpectedly because of an extraordinary event, such as disaster response or unforeseeable capital costs. Monterey shall not be required to obtain Carmel's advanced approval for extraordinary costs. Monterey shall provide notice to Carmel of all extraordinary costs as soon as reasonably feasible. Nothing in this Agreement shall prevent Monterey from fully and adequately responding to emergency events.

III.5 Annual Projections and Monthly Payments. By March 15 of each year, Monterey shall provide Carmel with a projected budget for Fire and Ambulance Services for the upcoming fiscal year. The budget shall identify all anticipated Direct Costs, the Administrative Fee, Budgeted Costs, and any Special Costs known at that time. Prior to April 15 of each year, Carmel shall provide written acceptance of the projected Fire and Ambulance Services budget to Monterey or specify in writing the Budgeted Costs and/or Special Costs that Carmel declines. Carmel shall make a monthly payment to Monterey equal to one-twelfth (1/12) of the projected annual Direct Costs and the Administrative Fee, and one-twelfth (1/12) of agreed upon Budgeted Costs and/or Special Costs. The monthly payment shall be due on the 15th day of each month.

(a) Without limiting Monterey's duties under Article IX, Monterey shall promptly notify Carmel in writing as soon as Monterey becomes aware of any changes in the budgeted Direct Costs (e.g., any increases in the labor rate). The notice shall indicate the changes to the monthly payment going forward.

(b) Monterey will also inform Carmel of any anticipated major expenditures for the next fiscal year, including but not limited to capital improvements needed for the Carmel Fire Station, vehicle and apparatus replacement costs, and significant equipment replacement costs. A major expenditure shall be any expense that is expected to exceed \$5,000.

III.6 Accounting. No later than November 1 of each year, Monterey shall provide Carmel with a detailed account of the actual costs incurred by Monterey to provide Fire and Ambulance Services pursuant to this Agreement for the preceding Fiscal Year. Said account shall follow the methodology as described in **Exhibit B**. Monterey shall maintain books and records supporting all costs incurred and shall make any records related to the cost of providing the Fire and Ambulance Services available to Carmel on request.

(a) If the actual costs are greater than the Fiscal Year budget projection, Carmel shall, no later than ninety (90) calendar days after receipt of the detailed account of actual costs, remit to Monterey the full difference between the Fiscal Year budget projection and the actual cost on that amount at an annual equivalent rate equal to the Service Year Factor, as determined from July 1 after the end of the fiscal year to date of payment to Monterey.

(b) If the actual costs are less than the Fiscal Year budget projection, Monterey shall, no later than ninety (90) calendar days after providing Carmel with the detailed account of actual costs, remit to Carmel the difference between the Fiscal Year budget projection and the actual cost on that amount at an annual equivalent rate equal to the Service Year Factor, as determined from July 1 after the end of the fiscal year to date of payment to Carmel.

III.7 Delinquency. If Carmel fails to pay the amount due to Monterey within thirty (30) days of the due date, or either party fails to make a timely payment for the annual reconciliation, then interest shall accrue to the unpaid balance at an annual equivalent rate equal to the Prior Year Penalty Factor, determined from the date the payment was originally due. The Prior Year Penalty Factor shall be the interest rate earned on Monterey's entire investment portfolio for the preceding Fiscal Year plus two percent (2%). For example, if the rate of return on Monterey's entire investment portfolio for the preceding Fiscal Year was four percent (4%) the Prior Year Penalty Factor will be six percent (6%).

III.8 Grant Funds/Insurance Proceeds/Other. Monterey shall not charge any costs to Carmel where the costs may be offset by the use of grant funds, insurance proceeds, or any other third-party payments or reimbursements related to the Fire and Ambulance Services provided pursuant to this Agreement unless such payments or reimbursements are made directly to Carmel, in which case Monterey shall be entitled to reimbursement and/or payment pursuant to the terms of this Agreement. Monterey shall not charge any costs to Carmel that Monterey does not actually incur.

III.9 Dispatch Services. Carmel shall continue to contract directly with and pay Monterey County Emergency Communications Department for dispatch services, including but not limited to the following costs: (1) Dispatch services; (2) Next Generation Radio Network (NGEN) Infrastructure cost;

(3) NGEN radio maintenance costs for all radios assigned to Carmel; and (4) Mobile Data Computer (MDC) charges for all mobile data computers assigned to Carmel.

III.10 Medical Director Services. Carmel shall continue to contract directly with and pay for contractual Medical Director services, including but not limited to overseeing controlled substance administration, distribution, and inventory tracking, reviewing and processing Drug Enforcement Agency forms, and serving as the medical liaison between the Monterey Fire Department and the Monterey County Emergency Medical Services (EMS) Agency.

III.11 Ambulance Billing. Carmel shall continue to retain responsibility for ambulance billing and revenue collection. Carmel's fee for ambulance services shall not exceed the cost of providing the service. All revenues collected shall belong to Carmel.

ARTICLE IV PERSONNEL

IV.1 Offers of Employment to Carmel Employees. Not later than **<DATE>**, Monterey shall make conditional offers of employment to all persons employed full-time by Carmel as Firefighter/Paramedic employees in its Public Safety – Ambulance Department ("Current Employees").

IV.2 Pre-Employment Medical Examination and Live Scan. Monterey will schedule, and all Current Employees receiving conditional offers of employment shall submit to a pre-employment medical examination by a physician retained by Monterey. Monterey shall be responsible for the costs associated with the pre-employment medical examination. As a condition of employment, Current Employees will be required to successfully pass a Live Scan fingerprint background check.

IV.3 Employment Commencing **October 1, 2025.** Current Employees who, based on the pre-employment medical examination do not require accommodation to perform the essential functions of the applicable classification, who have successfully passed a Live Scan fingerprint background check and who have executed a "Waiver and Consent to Transfer" Carmel files to Monterey in the form attached as **Exhibit D** shall receive a final offer of employment on or before **September 24, 2025**, to commence employment at 7:45 a.m. on **October 1, 2025**. The final offer of employment will be consistent with the position classifications, salaries and other terms and conditions of employment provided in the Agreement attached hereto as **Exhibit E**.

IV.4 Employment Commencing on or before **March 1, 2026.** If, based on the pre-employment medical examination, it is uncertain whether a Current Employee with a disability as defined under the Americans with Disabilities Act (42 U.S.C. section 12111 et seq.) and/or the Fair Employment and Housing Act (California Government Code section 12000 et seq.) can perform the essential functions of the applicable classification with or without an accommodation, Monterey and such Current Employee will take the actions required by the Americans with Disabilities Act and the Fair Employment and Housing Act to determine whether:

(a) A reasonable accommodation exists that would allow the Current Employee to perform the essential functions of the applicable classification; and

(b) Such reasonable accommodation would not constitute an undue hardship to Monterey or the Monterey Fire Department; and

(c) The Current Employee, even with a reasonable accommodation, could perform the essential functions of the applicable classification in a manner that would not pose a direct threat to the health or safety of the Current Employee or others.

Any such Current Employee shall be required to provide consent to provide medical information and engage in an interactive process with Monterey to the extent necessary for Monterey to determine the answers to these three questions. If the answers to IV.4 (a), IV.4 (b), and IV.4 (c) are all “yes,” and the Current Employee has executed a “Waiver and Consent to Transfer” in the form attached as **Exhibit D**, such person shall receive a final offer of employment from Monterey to commence on or before **March 1, 2026**, at 7:45 a.m., which will be consistent with the position classifications, salaries and other terms and conditions of employment provided in the Agreement attached hereto as **Exhibit E**.

IV.5 Current Employees Not Receiving Offer to Commence Employment on or Before March 1, 2026. Current Employees for whom the answer to IV.4 (a), IV.4 (b), or IV.4 (c) is “no,” or that do not successfully pass a Live Scan fingerprint background check, shall not receive a final offer of employment from Monterey.

ARTICLE V PROVISION OF SERVICES

V.1 Scope of Services. Monterey shall provide Fire and Ambulance Services within the jurisdictional area of Carmel-by-the-Sea. “Fire Services” and “Ambulance Services” shall mean those services identified in **Exhibit A**. In providing such services, Monterey shall administer the provisions of the Carmel-by-the-Sea Fire Code and other Carmel-by-the-Sea rules, regulations, policies and procedures as applicable to this Agreement.

V.2 Fire Chief. Monterey’s Fire Chief shall serve as Fire Chief for Carmel. The Fire Chief or their designee shall be immediately available for response and management of emergency incidents as necessary to provide incident command and coordination functions within the jurisdictional boundaries of Carmel, including the authority to commit expenditure of Carmel funds to mitigate an emergency incident consistent with the ordinances, policies and procedures of Carmel. In the event that this service is not immediately available because the on-duty Monterey Chief Officer is otherwise committed to another emergency incident, an administrative Chief Officer or off-duty Chief Officer shall be recalled and assigned to provide operational Chief Officer coverage as soon as possible.

V.3 Staffing. Monterey shall provide five (5) qualified Monterey fire personnel, meeting minimum federal and state-mandated training requirements for their respective classifications and responsibilities, assigned to the Carmel fire station, two of which shall provide fire ambulance services. At least one of the firefighters shall be qualified as a paramedic. An engine shall be staffed to provide fire services consisting of a captain (or someone qualified to act in the capacity of a captain), an engineer (or someone qualified to act in the capacity of an engineer) and a firefighter. Upon meeting the minimum staffing threshold for paramedics to provide ALS services on the engine, at least one member working on the engine shall be qualified as a paramedic.

(a) Additional qualified fire personnel may be assigned to the Carmel station as determined by the Fire Chief or designee to provide supplemental Fire Services or staffing for

special events, anticipated weather events, or other situations within the Carmel Fire Services budget as that budget may be modified from year to year, and operational capacity.

V.4 Response Time. Monterey acknowledges the existing Carmel response performance standard for all emergency fire services calls of five (5) minutes or less from receipt of an alarm at the responding station to the arrival of the first response team on scene ninety percent (90%) of the time. Monterey will strive to maintain that response standard for emergency fire services calls with existing facilities and apparatus. Monterey will also strive to maintain that response standard for emergency ambulance services calls within Carmel's jurisdiction with existing facilities and apparatus. Monterey will continue to provide a monthly response summary report to Carmel by the 15th day of the following month delineating the response time for each incident within Carmel.

ARTICLE VI CARRY-OVER FIRE SERVICE PROVISIONS

VI.1 Intent to Continue Services. The Agreement to Provide Fire Services Between the Cities of Monterey and Carmel-by-the-Sea ("Original Agreement") dated November 16, 2011 (Ag-1790), as amended, is superseded except in certain particulars described in this section, which continue to be carried out as set forth in the section. This section should be construed to be consistent with the Original Agreement between the parties.

VI.2 Transferred Leave Balance. The Parties stipulate that Carmel has paid in full the value of Leave Balances to Monterey as required by Section 6.3 of the Parties' Agreement dated November 16, 2011 (Ag-1790). Carmel will continue to compensate Monterey for direct expenses attributable to annual leave payoffs and termination leave payoffs.

VI.3 PERS Credit. Carmel and Monterey retained their respective unfunded CalPERS pension liabilities at the time of the original agreement. To recognize that Carmel should not be charged for Monterey's share of pension costs, as well as the unfunded pension liability retained by Carmel, Carmel shall continue to receive an annual PERS credit of \$57,800. This credit shall represent the proportional share of Carmel's liability that was attributed to the transferred firefighters for fire services. This credit shall expire December 31, 2028. The \$57,800 per year shall be prorated for any partial years.

ARTICLE VII AMBULANCE SERVICES TRANSITION PROVISIONS

VII.1 Transferred Leave Balance. Carmel shall calculate the value of any unused and unpaid leave time accrued by the Carmel employees hired by Monterey for Ambulance Services pursuant to Article IV of this Agreement and transferred to Monterey at the time Monterey hires the employees. The value of such leave time shall be calculated at the hourly rates Carmel would pay the employees on **October 1, 2025**, if they used the leave time while still employed by Carmel. The total value of the transferred leave times for said employees hired by Monterey shall be the Leave Balance. During the Term of this Agreement, the value of the Leave Balance shall be reduced by the amount Carmel pays Monterey each year to compensate Monterey for direct expenses attributable to annual leave payoffs and termination leave payoffs, as those terms are used in **Exhibit B** of this Agreement. Upon termination of this Agreement, Carmel shall pay to Monterey the outstanding value of the Leave Balance, if any.

ARTICLE VIII PROPERTY USED FOR FIRE AND AMBULANCE SERVICES

VIII.1 Carmel Real Property, Apparatus and Equipment. Carmel shall retain title to all existing real property, buildings, equipment and apparatus owned by Carmel and described in **Exhibit C** of this Agreement.

VIII.2 Use of Carmel's Real Property, Apparatus and Equipment. For the duration of this Agreement, Carmel shall lease to Monterey all real property, buildings, equipment and apparatus described in **Exhibit C** to enable Monterey to provide services to Carmel pursuant to this Agreement as well as to provide local mutual and automatic mutual aid, statewide master mutual aid and assistance by hire pursuant to the California Fire Assistance Agreement. Carmel further authorized Monterey to utilize any apparatus described in **Exhibit C** outside the geographic boundaries of Carmel whenever deemed operationally necessary by the Fire Chief or their designee. This Agreement shall serve as the lease instrument without additional consideration.

(a) Upon termination of this Agreement pursuant to Section II.2, Section II.3 or Section II.4, Monterey shall deliver to Carmel the real property, buildings, equipment and apparatus described in **Exhibit C** of this Agreement.

VIII.3 Monterey Equipment. Monterey shall retain title to all existing equipment owned by Monterey and described in **Exhibit C** of this Agreement.

VIII.4 Updates to Real Property, Apparatus and Equipment. Monterey and Carmel shall update their respective sections in **Exhibit C** prior to each 5-year term of this agreement. The update will be an amendment to **Exhibit C** by mutual written agreement of the City Manager of Monterey and the City Administrator of Carmel.

VIII.5 Inventory. All other items located within the fire station, buildings and/or apparatus for the purpose of fire and ambulance services that are not listed in **Exhibit C** of this agreement are considered inventory. Carmel is responsible for replacement and maintenance of all inventory items. Carmel and Monterey agree that maintaining a complete, accurate inventory list is not possible or necessary. Should this agreement terminate for any reason, Carmel will retain all inventory items not listed in **Exhibit C** of this Agreement.

VIII.6 Maintenance and Replacement. Carmel shall bear all costs to maintain, repair and replace all facilities, vehicles, equipment and apparatus owned by Carmel and designated for use in the Fire and Ambulance Services in a safe, habitable, and serviceable condition at all times. In the event that insurance covers any repair or replacement costs, Carmel shall only bear the portion of the repair or replacement cost that exceeds the amount of payment received under the insurance coverage described in Section X.4 of this Agreement. Carmel shall not be required to maintain, repair or replace any item that in the determination of the Fire Chief is no longer needed for the Fire Services.

(a) Monterey shall notify Carmel City Administrator or designee and request maintenance, repair or replacement of any facilities, vehicles, equipment or apparatus that have become damaged, obsolete, or inoperable.

(b) In the event that it is not possible to repair any facilities, vehicles, equipment or apparatus sufficient to ensure that they are in a safe, habitable, and serviceable condition, Carmel shall replace the equipment or apparatus in question.

(c) In the event that Carmel fails to respond in a timely manner to notification pursuant to this section, Monterey may pay for the necessary maintenance, repair or replacement. Carmel agrees to reimburse Monterey for any costs it so incurs. The cost shall be invoiced as a Reimbursable Special Cost.

(d) Carmel shall maintain a budget for the maintenance and replacement of all equipment listed in **Exhibit C** as well as a budget for all inventory supplies/equipment maintenance and replacement. Carmel shall notify Monterey of a process for requesting the purchase of required items and maintenance for fire and ambulance services. The budget amounts and budget line items may be adjusted and shall be coordinated with Monterey during Carmel's budget process.

ARTICLE IX RELATIONS OF PARTIES

IX.1 Purpose. The Parties recognize and acknowledge that Monterey's continued provision of Fire Services and added Ambulance Services to Carmel provides a mutual benefit to both parties. In an effort to continue to evolve the Fire and Ambulance Services in a manner that meets both parties' needs and expectations, the intent of this section is to develop mechanisms to ensure positive and thorough communications between the parties, while respecting the management autonomy of Monterey over the Fire and Ambulance Services.

IX.2 Grant Management. Monterey shall actively pursue grant opportunities that have the potential to decrease costs and/or increase service capabilities within Carmel. Monterey shall notify Carmel when potential opportunities arise, Monterey's plan for pursuing such opportunities, and how the opportunities will impact Carmel. Monterey shall be responsible for applying for and managing grants. Carmel will share in a proportionate cost of any grant management fees or cost shares associated with grants through which Carmel receives a benefit.

IX.3 Fire Service Updates. The Fire Chief or designee shall provide notice, as soon as reasonably practicable under the circumstances, to the Carmel City Administrator or designee regarding any significant emergency or major storm events. As reasonably practicable, the Fire Chief or designee shall maintain regular communication with the Carmel City Administrator or relevant Carmel Department Heads regarding emergency situations in Carmel.

IX.4 Meet and Discuss Obligations.

(a) **Hiring of Fire Chief.** Prior to the hiring of a new Fire Chief, Monterey shall contact the City Administrator of Carmel to discuss the nature of the recruitment effort. To the extent feasible, Monterey shall invite the City Administrator of Carmel or designee to serve on a hiring panel.

(b) **All other Chief Fire Officer Recruitments.** To the extent feasible, Monterey will make an effort to include representation from Carmel on the hiring panels for Chief Fire Officer recruitments.

(c) **Labor Negotiations.** To the extent allowed by law, Monterey shall meet and discuss with the City Administrator of Carmel regarding any matter that may impact the cost or nature of service, including Monterey's negotiations with relevant labor groups or other personnel.

(d) **Nature of Obligation.** For purposes of this section, "meet and discuss" means that Monterey shall provide the City Administrator with sufficient information related to a decision and with sufficient lead time to enable Carmel to provide meaningful feedback and input. Monterey shall, in good faith, consider Carmel's input on the matter but shall not be obligated to include Carmel in any final decisions or negotiations. Carmel shall maintain the confidentiality of any non-public information provided in the course of any meet and discuss.

(e) **Limitation.** This subsection shall not limit or restrict Monterey from taking any action related to an emergency situation or otherwise necessary to prevent immediate risk to health, safety, or welfare of the community.

IX.5 Personnel. Personnel assigned to provide services in Carmel shall meet the standards of conduct, respect and decorum required of all City of Monterey employees. These standards are aligned with Carmel's expectations of representatives of their City in all interactions with the public and Carmel staff.

IX.6 Use of Duty Hours. During standard business hours of 8:00 AM to 5:00 PM, firefighters assigned to the Carmel Fire Station shall present themselves as firefighter personnel and perform duties that benefit Carmel. Firefighters shall wear clothing that identifies them as firefighters for the department. Monterey shall develop a list of standard tasks to be regularly performed as part of the duty assignments, including but not limited to upkeep of the Fire Station, routine maintenance of all apparatus and vehicles, and performance of fire inspections.

IX.7 City Council Meetings. The Fire Chief or their designee shall attend regularly scheduled Carmel City Council meetings as requested by the Carmel City Administrator.

IX.8 Community Participation. Monterey and Carmel recognize and acknowledge that the Fire Department is an important component of the Carmel community. In addition to community programs required in the scope of services, Monterey shall participate as reasonably practicable in community events and other outreach and educational opportunities occurring in Carmel.

IX.9 Reservation of Rights. Monterey reserves the right as an independent contractor to control the management of the services. Nothing herein shall be construed as waiving any rights of an independent contractor or creating any relationship other than an independent contractor relationship.

ARTICLE X INDEMNIFICATION AND INSURANCE

X.1 Mutual Indemnification.

(a) Each Party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and

expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

(b) Each Party shall protect, defend, indemnify and hold harmless the other party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by the other Party as a result of or in connection with any actual or alleged breach of this Agreement by either Party.

(c) Notwithstanding the foregoing Sections X.1(a) and (b), Carmel shall remain liable for its own real and personal property damage (including, without limitation, autos, equipment, and apparatus, since it is retaining ownership of, insurable interests therein, and insurance on its property).

(d) Monterey shall be responsible for all third-party liability, including third party property damage, caused by the negligence or wrongful acts of Monterey officers, officials, and employees resulting from Monterey's operation of Carmel vehicles and equipment, or resulting from maintenance performed by Monterey.

(e) Except for any duties either Party owes to the other pursuant to the provisions of this Agreement, nothing in this Agreement shall be construed to waive any legal protections or immunities available to the Parties under state or federal law.

(f) Accordingly, the Parties hereby expressly agree to waive the pro rata risk allocation contained in California Government Code Section 895.6.

X.2 Mutual Indemnification Obligations Survive Termination. As to activities occurring or being carried out in performance of this Agreement and during the term of this Agreement, the obligations created by Section X.1 shall survive termination of this Agreement.

X.3 Immunity Preservation. Nothing in this Agreement shall be read as waiving or limiting any defense to claims of liability otherwise available to fire personnel, and/or public employees, such as the defense of qualified immunity. Nothing in this Agreement shall be read as intending to create or creating a higher duty of care on the part of either Carmel or Monterey, or their officers, than would otherwise exist under existing law and the involved Party's own policies, practices, and procedures.

X.4 Public Liability and Property Insurance.

(a) Each Party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof:

i. Commercial general liability or public liability with minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

ii. Auto liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$5,000,000 per occurrence.

iii. If Monterey employs others in the performance of this Agreement, Monterey shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.

All risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property. In any event, Carmel shall maintain property insurance coverage for all the real property, buildings, equipment and apparatus described in the inventory required pursuant to Section VIII.2 of this Agreement.

(b) All insurance required by this Agreement shall:

i. Be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other Party.

ii. Provide that each Party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other Party and that the insurance of the other Party shall not be called upon to contribute to a loss covered by a Party's insurance.

(c) Prior to **October 1, 2025**, each Party shall file certificates of insurance with the other Party evidencing that the required insurance is in effect.

X.5 Workers' Compensation.

(a) It is the intent of the Parties that each Party assumes its respective and proportionate liability for workers' compensation benefits as to existing and future injuries based on substantial medical evidence fairly and openly obtained, not engage in conduct that is designed to improperly transfer liability for workers' compensation benefits as between Monterey and Carmel, and to reduce unnecessary litigation regarding the apportionment of liability as between Monterey and Carmel whenever possible. In order to ensure compliance with the provisions of this section the Parties are to communicate the provisions to their respective Third Party Administrators/Insurance Companies for workers' compensation to ensure that the provisions of this agreement are followed. Should a change in the Third Party Administrator/Insurance Company occur the Parties are responsible for ensuring the Agreement continues to be followed during the term of the Agreement.

Carmel is to provide a full copy of all claims for workers compensation for any employee covered by this Agreement.

(b) The Parties recognize that the California Labor Code imposes certain limitations on the parties to workers' compensation claim with respect to conducting discovery, including obtaining medical records, scheduling medical evaluations, and taking testimony by deposition. The Parties hereby agree to communicate with each other as to the need for the scope of such discovery and whenever possible, seek to reach an agreement regarding such discovery in order to fully protect their respective interests and reduce unnecessary litigation.

(c) Carmel currently has four (4) full-time Firefighter/Paramedic employees (“Current Employees”) who may become Monterey employees effective **October 1, 2025**, pursuant to Article IV of this Agreement. Monterey acknowledges that Carmel may have open workers’ compensation claims for one or more of its Current Employees for which Carmel has accepted liability and is providing benefits. Carmel acknowledges the concern of Monterey that Carmel may offer to settle these claims by Compromise and Release, thereby releasing Carmel from any and all liability for further benefits and potentially shifting liability for further benefits to Monterey. The Parties agree that any Compromise and Release settlement after **September 30, 2025**, concerning any employee of Carmel affected by this Agreement will be governed by the terms and provisions of this Section.

(d) To address this concern, the Parties hereby agree that Carmel will not settle by Compromise and Release any existing claims for workers’ compensation benefits unless five years from the date of injury has expired and the liability of Carmel for Labor Code §4850 temporary disability and permanent disability benefits is adjudicated, final and binding on Carmel and the employee. The Parties further agree that if Carmel and/or the employee desire to settle an existing future medical award once the five years have expired, Carmel will notify Monterey of the proposed settlement and provide the evidentiary basis for the settlement. Should a claim be filed by the employee against Monterey for the same body part, Carmel agrees that the issue of contribution for future medical exposure between Monterey and Carmel is not closed by the Order Approving Compromise and Release. In those cases where no prior Award exists between Carmel and the employee, Carmel warrants it will use best efforts to establish a level of permanent disability based upon the medical evidence in existence at the time of settlement. The Parties contemplate the possibility that additional money would be paid by Carmel to Monterey over and above the consideration paid to the applicant in the Compromise and Release to compensate Monterey for potential future payments on behalf of the employee. If Carmel chooses not to settle future medical with the employee, the Parties agree to coordinate benefits should a claim be filed for the same body part against Monterey. The Parties shall follow the following procedure to resolve any contribution issue for workers’ compensation benefits. It is the intent of this Section to provide fair apportionment of liability between the Parties so that there is no improper transfer of liability for workers’ compensation benefits by Carmel to Monterey with a Compromise and Release:

(i) If Carmel settled its claim based on an Agreed Medical Evaluator (“AME”) or Panel Qualified Medical Evaluator (“PQME”) report and the same body parts are involved, Monterey and Carmel agree to return to the same AME or PQME and will seek agreement with employee’s attorney. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(ii) If the AME or PQME is not available due to death, retirement or no longer doing workers’ compensation evaluations, Monterey and Carmel will seek agreement with employee’s attorney for a new AME. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iii) If the Parties cannot agree on an AME, the Parties will follow Labor Code procedure for obtaining a Qualified Medical Evaluator (“QME”). The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iv) If the employee is not represented by an attorney, the Parties will return to the PQME if available. If a new PQME is required, Monterey and Carmel will notify the other party as to the PQME selected and the information being provided to the QME, with input from both Parties as to the evaluation process. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(v) If either or both Monterey or Carmel reasonably believes that its interest could not be fairly evaluated and protected by pursuing this procedure, they will notify the other party in writing of their objection to following the above procedure. If a medical legal exam is not possible, then the Parties agree to mutually choose a non-examining QME to resolve the apportionment dispute. The cost of the non-examining QME shall be borne solely by the objecting party.

(e) If a Carmel Fire Ambulance employee (“Current Employee”) with an existing claim sustains a new injury with Monterey that involves the same body part and medical treatment is required, Monterey and Carmel will seek to reach agreement apportioning liability for medical treatment as between Monterey and Carmel based on existing medical reports obtained by both Monterey and Carmel so that Monterey and Carmel continue to pay only their proportionate share of medical treatment. Any settlement with the employee shall include this agreement and both Carmel and Monterey will be a signatory to the settlement. If Carmel chooses not to settle future medical with the employee, the Parties agree to coordinate benefits should a claim be filed for the same body part against Monterey.

(f) Both Carmel and Monterey recognize that the Labor Code’s limitations on medical evaluations may impact the ability of Carmel and Monterey to pursue a mutually agreed upon procedure for resolving apportionment of liability issues if an employee with an existing claim against Carmel files a new specific or cumulative injury claim against Monterey, a cumulative claim that overlaps Carmel and Monterey employment, or a new claim against Monterey and a Petition to Reopen the Carmel claim. Nevertheless, Carmel and Monterey agree to pursue the following procedure to resolve the claims and fairly apportion liability as between Carmel and Monterey:

(i) If Carmel settles its claim based on an AME or PQME report and the same body parts are involved, Carmel and Monterey agree to return to the same AME or PQME and will seek agreement with employee’s attorney. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(ii) If the AME or PQME is not available due to death, retirement or no longer doing workers’ compensation evaluations, Carmel and Monterey will seek agreement with employee’s attorney for a new AME. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iii) If the Parties cannot agree on an AME, the Parties will follow Labor Code procedure for obtaining a QME. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iv) If the employee is not represented by an attorney, the Parties will return to the PQME if available. If a new QME Panel is required, Carmel and Monterey will notify the other party as to the QME selected and the information being provided to the QME, with input from both Parties as to the evaluation process. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(v) If either or both Carmel or Monterey reasonably believes that its interest could not be fairly evaluated and protected by pursuing this procedure, they will notify the other party in writing of their objection to following the above procedure. If a medical legal exam is not possible, then the Parties agree to mutually choose a non-examining QME to resolve the apportionment dispute. The cost of the non-examining QME shall be borne solely by the objecting party.

(g) Carmel and Monterey acknowledge that delays in the provision of benefits, irrespective of the reason, may subject the party causing the delay to the imposition of penalties in accordance with Labor Code. Carmel and Monterey agree that liability for such penalties shall be the sole obligation of the party causing the delay. There is no joint and several liability as between Carmel and Monterey for such penalties.

(h) Carmel and Monterey agree to waive the statutory time frame for filing a request for contribution and/or reimbursement. A formal Petition for Contribution/Reimbursement need not be filed to pursue contribution/reimbursement as between the Parties. If the Parties cannot reach an agreement as to contribution/reimbursement, the issue will be submitted to an arbitrator in accordance with the procedures set forth in the Labor Code.

(i) Carmel and Monterey cannot foresee every issue or contingency that may arise in the course of a workers' compensation claim and that this Section may be deemed inadequate or legally insufficient to resolve every future issue. However, it is the intent of Carmel and Monterey to resolve the issues that do arise within the framework of this Section whenever possible and where not possible, withing the spirit of this Section. The Parties agree to meet and confer to resolve differences. If that fails to resolve the dispute, the Parties agree to submit to arbitration on contract interpretation following the practices and procedures of the American Arbitration Association.

(j) The Parties understand that existing claims with Carmel may require the payment of temporary total disability/Labor Code §4850 to the claimant. Nothing in this agreement extinguishes the ongoing liability of Carmel for payment of those benefits. If any existing claim involves lost time, Carmel will continue to pay the temporary total disability/Labor Code §4850 consistent with the provisions of the Labor Code. Unless a new injury results during Monterey employment, Carmel will continue to have the temporary total disability/Labor Code §4850 responsibility on those existing claims.

ARTICLE XI MISCELLANEOUS

XI.1 Amendments to Agreement. No part of this Agreement shall be altered or amended without written agreement of the signatory Parties, except that Article III of this Agreement as well as all exhibits to this Agreement may be amended by mutual written agreement of the City Manager of Monterey and the City Administrator of Carmel.

XI.2 Assignment. The rights and obligations of the Parties under this Agreement are not assignable and shall not be delegated without the prior written approval of the other party's City Manager/Administrator.

XI.3 Dispute Resolution. The Parties recognize that this Agreement cannot represent a complete expression of all issues which may arise during the performance of the Agreement. Accordingly, Monterey and Carmel agree to meet and confer in good faith over any issue not expressly described herein to the end that Carmel will obtain the best Fire and Ambulance Services possible under the most favorable economic terms and that Monterey will be fairly and adequately compensated for the services it provides hereunder.

It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible. To that end, the Parties agree to meet within ten (10) business days of a request made by the

other party in writing to discuss the issues and attempt to resolve the dispute. If the dispute is not resolved after that meeting, the Parties agree to mediate the dispute within 30 calendar days of the meeting or as soon thereafter as possible. The mediator will be chosen by mutual agreement of the Parties. The costs of mediation will be borne by the Parties equally. No party may initiate litigation prior to the conclusion of mediation. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney fees pursuant to California Civil Code section 1717.

XI.4 Exhibits. The following Exhibits are attached hereto and incorporated as if fully set forth herein:

- Exhibit A: Scope of Fire and Ambulance Services
- Exhibit B: Cost Detail
- Exhibit C: Real Property, Apparatus and Equipment
- Exhibit D: Waiver and Consent to Transfer form
- Exhibit E: Terms and Conditions of Employment Applicable to Carmel Employees as Monterey Employees

XI.5 Notices. All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, electronic mail, or by United States mail, postage prepaid, addressed to the Parties at the addresses set forth below or to such other address as may, from time to time, be designated in writing.

To Carmel:

City Administrator
City Hall
Carmel-by-the-Sea, CA 93921

To Monterey:

City Manager
Monterey City Hall
580 Pacific Street
Monterey, CA 93940

XI.6 Statutory References. References to statutes, municipal codes, or regulations are incorporated by reference and made a part of this Agreement shall be deemed to refer to any successor statute, municipal code, or regulation as they are updated or amended.

XI.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act, or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed

to have been duly and validly delivered and be valid and effective for all purposes.

XI.8 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

XI.9 Interpretation. No party or any of the parties' respective attorneys will be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement in any judicial or other proceeding that may arise between them. This Agreement has been, and must be construed to have been, drafted by all the parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

* * * * *

IN WITNESS WHEREOF, the Parties execute this agreement hereto on the day and the year first written above.

CITY OF CARMEL-BY-THE-SEA, A Municipal Corporation

By: _____ Date: _____
City Administrator

CITY OF MONTEREY, A Municipal Corporation

By: _____ Date: _____
City Manager

APPROVED AS TO FORM AND CONTENT:

By: _____
City Attorney, City of Carmel-by-the-Sea

By: _____
City Attorney, City of Monterey

EXHIBIT A SCOPE OF SERVICES

Monterey shall provide the following services:

1. Administration. Provide administrative responsibility and support for all fire, ambulance, emergency and non-emergency services in Carmel. Administration of fire and ambulance services shall include the following:
 - a. Adequate supervision and staffing.
 - b. Program planning.
 - c. Budget projection and detailed accounting of actual expenses.
 - d. Delivery and documentation of all federal and state-mandated firefighter training.
 - e. Coordination of procurement of all operational supplies, services, and equipment.
 - f. Maintenance of segregated records related to Carmel services and costs.
 - g. Representation at City Council meetings, as well as those City staff meetings and/or community meetings deemed required by the City Administrator.
 - h. Transparency with Carmel in management decisions affecting fire service delivery.
2. Incident Response. Delivery of all fire protection and emergency services within the incorporated limits of Carmel, including responding to calls for fire suppression, emergency medical response (including Advanced Life Support services), rescue services, hazardous materials, and all other emergency and non-emergency calls for service as received and dispatched by the Monterey County Department of Emergency Communications. A Chief Officer, or acting Chief Fire Officer, shall respond to all major incidents as determined by the Fire Chief.
3. Ambulance Response. Delivery of Advanced Life Support (ALS) ambulance, fire response and pre-hospital emergency medical services from the Carmel fire station including automatic and mutual aid calls outside of the incorporated limits of Carmel as dispatched by the Monterey County Department of Emergency Communications; coordination of procurement of all operational supplies, services and equipment by Carmel for ambulance services as funded within the current Carmel fiscal year budget.
4. Fire Prevention Services.
 - a. Review of all development and building plans submitted to Carmel to ensure compliance with applicable fire and life safety codes and regulations, as well as inspection of all new fire protection and fire alarm systems for compliance with applicable codes and standards, and inspection of previously installed fixed fire protection and alarm systems as recommended by applicable National Fire Protection Association (NFPA) Standards. Carmel shall collect and retain any fees collected for issuance of building permits.
 - b. Annual fire safety inspections of all state-mandated occupancies within Carmel.
 - c. Issuance of operational permits and associated inspection of applicable businesses within the City of Carmel as required in the adopted California Fire Code including appendices and as amended. Carmel shall collect and retain any fees for said operational permits and inspections

- d. Fire safety inspection of at least 20 percent of non-mandated or permitted business occupancies within Carmel annually.
 - e. Monterey retains the right, and intends to utilize, private contractor(s) and/or subject matter experts to provide development and plan review, fire protection system plan review and inspection, and/or fire safety inspection(s) within Carmel as deemed necessary by the Fire Chief or their authorized representative and in consultation with Carmel. Carmel shall collect and retain any fees for such fire prevention services provided within Carmel by such a contractor at the Fire Chief's direction.
 - f. Investigation of all fires to establish origin and cause as well as coordination with the Carmel Police Department on any criminal prosecution resulting from such investigations.
5. Fire False Alarms. Monterey will manage the provisions of Title 8 of the Carmel Municipal Code, relating to recovery of costs associated with responses to false fire alarms. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to false fire alarms shall be referred to the Carmel City Attorney for enforcement.
6. Weed Abatement. Monterey will inspect properties within Carmel for compliance with the provisions of Title 8 of the Carmel Municipal Code relating to Weed Abatement. Monterey will further inspect residential and open-space parcels to the extent permitted by law and recommend to the City Administrator appropriate modification/abatement of vegetation within Carmel to provide improved defensible space relative to Wildland Urban Interface (WUI) standards. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to weed abatement or vegetative fuels removal or modification shall be referred to the Carmel City Attorney for enforcement.
7. Fireworks. Monterey will manage the provisions of Title 8 of the Carmel Municipal Code relating to Fireworks. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to fireworks shall be referred to the Carmel City Attorney for enforcement.
8. Hazardous Materials Releases. Monterey will manage the provisions of Title 8 of the Carmel Municipal Code relating to recovery of costs associated with responses to releases of hazardous materials. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to the recovery of costs associated with the City's response to a hazardous substance release or spill shall be referred to the Carmel City Attorney for enforcement.
9. Major Disaster Response. In the event the Carmel Emergency Operations Center is activated pursuant to the Carmel Emergency Operations Plan, Monterey will, to the extent possible, provide fire department support to the Carmel Emergency Operations Center (EOC). In the event of a multi-jurisdictional emergency or disaster, coordination of fire resources may be performed from the Monterey Emergency Operations Center.
10. Mutual/Automatic Aid. Pursuant to existing agreements, coordinate with other agencies regarding mutual/automatic aid services to Carmel. Respond to requests for mutual/automatic aid or assistance-by-hire by other agencies pursuant to the California Statewide Mutual Aid Agreement or the California Fire Assistance Agreement.

11. Training. Maintain a continuous training program that corresponds to federal, state and local mandates, as well as evolving industry best practices and developments in emerging fire suppression, EMS/ambulance services and fire prevention techniques and technologies as authorized and funded within the Carmel fire services budget.
12. Community Outreach and Education. Consistent with operational capacity and the Carmel fire services budget as that budget may be modified from year to year, Monterey shall coordinate the planning and development of fire prevention and safety education programs for schools, businesses, community associations, child-care providers and other members of the community. Fire prevention and life safety programs will be tailored to educate Carmel residents and businesses in order to help preserve life and property.

EXHIBIT B COST DETAIL

Cost Projection and True-up Methodology

1. Definitions

- a. Contract Percentage Driver (CPD) – Percentage of system-wide costs that are charged to the partner agency as negotiated by and between City Managers/Administrators of the partner agency and the Monterey City Manager. The CPD shall be 15.00%.
- b. Personnel Cost Allocation Factor (PCAF) – Percentage of general personnel costs and overtime that are charged to the partner agency based on the following formula:

C = Total number of minimum staffing positions (including firefighters, engineers and captains) deployed on a daily basis in the partner agency's station

N = Total number of minimum staffing positions (including firefighters, engineers and captains) deployed on a daily basis system-wide.

C/N = Personnel Cost Allocation Factor

- c. Administrative Fee Percentage – the Administrative Fee Percentage for Fire Services shall be 6%. The Administrative Fee Percentage for Ambulance Services shall be 16%. The percentages may be adjusted upon the mutual written agreement of the City Manager/Administrator of both cities. The Administrative Fee includes, but is not limited to, the services of Monterey's Fire Chief, Assistant Fire Chief, and staff included under Fire Administration and Training. It also includes, but is not limited to, indirect costs related to the services of Monterey's City Manager, City Clerk, City Attorney, Human Resources, Finance and Information Services functions.
- d. Other Personnel Costs – Monterey's personnel costs attributed to Station Engine Company, Station Ambulance Company, Fire Division Chief Management and Fire Prevention Services personnel for the following:
 - i. Medical Exams (annual)
 - ii. Tuition Reimbursements
 - iii. Workers Compensation and Unemployment Insurance
 - iv. Other Post Employment Benefits (OPEB)
- e. Leave Liability Charge – The value of employees' leave hours when they transferred employment from the City of Carmel-by-the-Sea to the City of Monterey upon consolidation on **October 1, 2025** is the Leave Liability. The annual payment shall be the greater of the annual direct expenses attributable to annual leave payoffs and termination payoffs or \$50,000 until the Leave Liability is reduced to \$0.00. Carmel shall pay to Monterey the outstanding value of the Leave Balance, if any. The annual payment amount may be adjusted upon the mutual written agreement of the City Manager/Administrator of both cities.

f. PERS Credit

- i. The Carmel PERS Credit shall be \$57,800 for each full Fiscal Year during the term of this Agreement or any extensions thereof, provided that this credit shall not continue after December 31, 2028. The \$57,800 per year shall be prorated for any partial years.

2. Projection Methodology Basis

a. Station Engine Company

- i. Average budgeted cost of salaries and benefits, less longevity pay, for each of 3 ranks (Captain, Engineer, Firefighter) assigned to the partner agency's station multiplied by 3 shifts; plus
- ii. Overtime and Out-of-Class Pay based on 50% of the total of average salaries for each rank (this overtime factor may be adjusted on an annual basis based on actual previous experience); plus
- iii. Other personnel costs attributed to 9 partner agency station personnel; plus
- iv. Total Fire Department Personal Protective Equipment cost multiplied by the PCAF.

b. Ambulance Company

- i. Average budgeted cost of salaries and benefits for 2 Firefighters assigned to the partner agency's station multiplied by 3 shifts; plus
- ii. Average budgeted cost of salaries and benefits for one Fire/EMS Analyst multiplied by 33.33%; plus
- iii. Paramedic Premium pay costs attributed to 8 ambulance station personnel; plus
- iv. Annual paramedic training costs attributed to 8 ambulance station personnel; plus
- v. Overtime pay based on 50% of the total average salaries for two firefighters (this overtime factor may be adjusted on an annual basis based on actual previous experience); plus
- vi. Other personnel costs attributed to 6 partner agency station personnel; plus
- vii. Total Fire Department Personal Protective Equipment cost multiplied by the PCAF.

c. Fire Division Chief Management

- i. Average budgeted cost of salaries and benefits, less longevity pay, for three Division Chiefs assigned to oversee all Fire Department Operations multiplied by the CPD; plus
- ii. Extra Duty Pay based on straight-time cost of 400 hours per Division Chief paid at an average hourly rate multiplied by the CPD; plus
- iii. Other personnel costs attributed to 3 Division Chiefs multiplied by the CPD; plus
- iv. Personal Protective Equipment attributed to 3 Division Chiefs multiplied by the CPD; plus
- v. Cost of Command Vehicles O&M and Depreciation multiplied by the CPD.

- d. Fire Prevention Services
 - i. Budgeted cost of salary and benefits, less longevity pay, for one Deputy Fire Marshal and one Fire Prevention Technician multiplied by the CPD; plus
 - ii. Deputy Fire Marshal overtime based on 50 hours per fiscal year multiplied by the CPD; plus
 - iii. Other personnel costs attributed to Deputy Fire Marshal multiplied by the CPD; plus
 - iv. One part-time Fire Inspector salary and benefits; plus
 - v. Personal Protective Equipment attributed to one Deputy Fire Marshal multiplied by the CPD; plus
 - vi. Personal Protective Equipment attributed to one part time Fire Inspector; plus
 - vii. Cost of Prevention Vehicles O&M and Depreciation multiplied by the CPD.
- e. Administrative Fee
 - i. Total of Station Engine Company, Fire Division Chief Management and Fire Prevention Services multiplied by a 6% Administrative Fee Percentage; plus
 - ii. Total of Ambulance Company multiplied by a 16% Administrative Fee Percentage
- f. Subtotal – Total of all above plus Administrative Fee
- g. Leave Liability – Add to Subtotal
- h. PERS Credit – Subtract from Subtotal
- i. Grand Total – Subtotal plus Leave Liability minus PERS Credit

3. True-up Methodology – same methodology as above based on actual costs with the following exceptions for Overtime/Backfill costs:

- a. Station Engine Company and Ambulance Company – total of the following multiplied by the PCAF:
 - i. All overtime for Operations leave backfill (including vacation, sick, disability, workers' compensation, union leave, jury duty and vacant positions)
 - ii. All out-of-class pay for Operations
 - iii. All salary and benefits costs (except overtime and tuition reimbursement) for any relief Operations personnel
 - iv. Subtract any reimbursements from SAFER (or similar staffing) Grants
- b. Division Chiefs – actual cost of Extra Duty Pay, multiplied by the CPD
- c. Deputy Fire Marshal – actual overtime cost multiplied by the CPD

A sample budget projection model is below for the FY26 projection

**City of Monterey Agreement to Provide Fire & Ambulance Services to
CITY OF CARMEL-BY-THE-SEA**

BUDGET PROJECTION -- Fiscal Year 2025-2026

	Qty	Total Cost	% Applied	Subtotal	Station Engine Company	Ambulance	Management Division Chiefs	Fire Prevention Services
PERSONNEL EXPENSES								
SALARIES AND BENEFITS								
<u>MANAGEMENT / PREVENTION STAFF</u>								
Division Chiefs	3	\$ 372,198	15.00%	\$ 167,489			\$ 167,489	
Fire/EMS Analyst	1	\$ 302,176	33.33%	\$ 100,715		\$ 100,715		
Deputy Fire Marshal	1	\$ 243,273	15.00%	\$ 36,491				\$ 36,491
Fire Prevention Technician	1	\$ 170,838	15.00%	\$ 25,626				\$ 25,626
Fire Inspector, Part-Time	1	\$ 50,435	100.00%	\$ 50,435				\$ 50,435
<u>STATION STAFFING</u>								
Captains	3	\$ 302,176	100.00%	\$ 906,529	\$ 906,529			
Engineers	3	\$ 250,172	100.00%	\$ 750,515	\$ 750,515			
Firefighters (Engine)	3	\$ 211,730	100.00%	\$ 635,190	\$ 635,190			
Firefighters (Ambulance)	6	\$ 211,730	100.00%	\$ 1,270,380		\$ 1,270,380		
Paramedic Premium Pay	8	\$ 12,068	100.00%	\$ 96,544		\$ 96,544		
OVERTIME / OUT-OF-CLASS PAY								
Engine Crew - Overtime/OOC	1	\$ 382,039	100.00%	\$ 382,039	\$ 382,039			
Ambulance Crew - Overtime/OOC	1	\$ 211,730	100.00%	\$ 211,730		\$ 211,730		
Division Chiefs - Extra Duty (400 hrs/DC)	3	\$ 28,814	15.00%	\$ 12,966			\$ 12,966	
Deputy Fire Marshal - Overtime (50 hrs/yr)	1	\$ 7,998	15.00%	\$ 1,200				\$ 1,200
OTHER PERSONNEL COSTS								
Medical Exams - DC	3	\$ 881	15.00%	\$ 396			\$ 396	
Medical Exams - Engine	9	\$ 881	100.00%	\$ 7,926	\$ 7,926			
Medical Exams - Ambulance	6	\$ 881	100.00%	\$ 5,284		\$ 5,284		
Medical Exams - Prevention	1	\$ 881	15.00%	\$ 132				\$ 132
Paramedic Certification Costs	8	\$ 828	100.00%	\$ 6,620		\$ 6,620		
Tuition Reimbursements - DC	3	\$ 2,000	15.00%	\$ 900			\$ 900	
Tuition Reimbursements - Engine	6	\$ 2,000	100.00%	\$ 12,000	\$ 12,000			
Tuition Reimbursements - Ambulance	4	\$ 2,000	100.00%	\$ 8,000		\$ 8,000		
Tuition Reimbursements - Prevention	1	\$ 2,000	15.00%	\$ 300				\$ 300
Workers Comp & Unemployment Ins - DC	3	\$ 16,584	15.00%	\$ 7,463			\$ 7,463	
Workers Comp & Unemployment Ins - Engine	9	\$ 16,584	100.00%	\$ 149,256	\$ 149,256			
Workers Comp & Unemployment Ins - Ambulance	6	\$ 16,584	100.00%	\$ 99,504		\$ 99,504		
Workers Comp & Unemployment Ins - Prevention	2	\$ 16,584	15.00%	\$ 4,975				\$ 4,975
Workers Comp & Unemployment Ins - Fire Insp.	0.5	\$ 16,584	100.00%	\$ 8,292				\$ 8,292
Other Post Employmt Benefits (OPEB) - DC	3	\$ 5,096	15.00%	\$ 2,293			\$ 2,293	
Other Post Employmt Benefits (OPEB) - Engine	9	\$ 5,096	100.00%	\$ 45,860	\$ 45,860			
Other Post Employmt Benefits (OPEB) - Ambulance	6	\$ 5,096	100.00%	\$ 30,573		\$ 30,573		
Other Post Employmt Benefits (OPEB) - Prevention	2	\$ 5,096	15.00%	\$ 1,529				\$ 1,529
Other Post Employmt Benefits (OPEB) - Fire Insp.	0.5	\$ -	100.00%	\$ -				\$ -
TOTAL PERSONNEL EXPENSES					\$ 2,889,315	\$ 1,829,350	\$ 191,508	\$ 128,980
OPERATING EXPENSES								
Command Vehicles O&M - DC	1	\$ 15,800	15.00%	\$ 2,370			\$ 2,370	
Command Vehicles Depreciation - DC	1	\$ 19,153	15.00%	\$ 2,873			\$ 2,873	
Prevention SUV O&M	1	\$ 4,050	15.00%	\$ 608				\$ 608
Prevention SUV Depreciation	1	\$ 5,435	15.00%	\$ 815				\$ 815
Personal Protective Equipment - DC	3	\$ 2,072	15.00%	\$ 933			\$ 933	
Personal Protective Equipment - Engine	1	\$ 186,500	12.50%	\$ 23,313	\$ 22,252			
Personal Protective Equipment - Ambulance	1	\$ 186,500	8.33%	\$ 15,535		\$ 15,535		
Personal Protective Equipment - DFM	1	\$ 853	15.00%	\$ 128				\$ 128
Personal Protective Equipment - Fire Inspector	1	\$ 426	100.00%	\$ 426				\$ 426
TOTAL OPERATING EXPENSES					\$ 22,252	\$ 15,535	\$ 6,175	\$ 1,977
Subtotals by Services					\$ 2,911,567	\$ 1,844,886	\$ 197,683	\$ 130,957
Administrative Charges (Fire Services)			6%	\$ 174,694			\$ 11,861	\$ 7,857
Administrative Charges (Ambulance)			16%			\$ 295,182		
SUBTOTALS BY SERVICES					\$ 3,086,261	\$ 2,140,068	\$ 209,544	\$ 138,814
SUBTOTAL								
Leave Liability Payoff		\$ 197,139	20.83%					\$ 5,574,688
PERS Credit								\$ 41,064
								\$ (57,800)
TOTAL FIRE AND AMBULANCE SERVICES PROJECTION								\$ 5,557,952

EXHIBIT C

REAL PROPERTY, APPARATUS AND EQUIPMENT

Carmel Real Property, Apparatus and Equipment

Type	Description	Quantity
Real Property	Carmel Fire Station 6 th Street between Mission & San Carlos	1
Apparatus	Engine 7113; 2009 Pierce Type 1 Engine; VIN: 4P1CS01A19A009612	1
Apparatus	Engine 7111; 2000 E-ONE Type 1 Engine; VIN: 4EN3AAA8XY1001294	1
Apparatus	Ambulance 7166; 2005 Ford F-550; VIN: 1FDAF4GRXAEA83161	1
Apparatus	Ambulance 7165; 1999 Ford Wheeled Coach; VIN: 1FDWE35F5YHA17847	1
Apparatus	Utility 6495; 2011 Ford F-350; VIN: 1FD8W3B63BEA63387	1
Apparatus	Sedan 6485; 2012 Dodge Charger; VIN: 2C3CDXAT3CH287826	1
Equipment	LifePack 15 EKG Monitor 1 : 39818656 LifePack 15 EKG Monitor 2: 41729903	2
Equipment	Stryker Stair Pro Stair Chair: Model #: 6252	1
Equipment	Motorola APX 8000XE Portable radio 1: 581CUF1107 Motorola APX 8000XE Portable radio 2: 581CUF1072	2
Equipment	Motorola Mobile Radios: PHCN4000E & PHLN1002A Motorola Mobile Radio: APX8500 (No visible serial number)	3
Equipment	Kenwood Mobile Radio: No visible serial or model number. Kenwood Mobile Radios: 18520 (2)	3
Equipment	Stryker Power Pro XT Gurney: 104739268	1
Equipment	Stryker MX Pro R3 Manual Gurney: 100640066	1
Equipment	Panasonic Toughbook: Model# FZ - G2	1
Equipment	Copier – Brother HL-L5100DN	1

Monterey Equipment

Type	Description	Quantity
Equipment	Complete Scott RIT-PAK III with 75 Min 5500 PSI cylinder	1
Equipment	Scott X3 SCBA	8
Equipment	Scott X3 SCBA Cylinder (45 Min, 5500 PSI)	16
Equipment	Bullard T3x Thermal Imager with Charging Base and 2 batteries	1
Equipment	Dewalt 60V rotary cut off saw with 2 9 AH Batteries and charger	1
Equipment	Drager 4 gas detector, charging base, and calibration station	1
Equipment	iPad Pro	1
Equipment	Surface Go Tablet	1
Equipment	Monterey Knox Key	2
Equipment	Monterey Airport Knox Key	2

Equipment	Pacific Grove Knox Key	2
Equipment	Zoll AED	2
Equipment	Poly desk/wall phones	5
Equipment	Computer Monitors - Dell	6
Equipment	Desktop computers - Lenovo	5
Equipment	Laptop computer - Lenovo	1
Equipment	Laser Printer - Brother	1
Equipment	Scanner – Canon	1
Equipment	Battery Backup – APC	1
Equipment	Server – VM Ware	1
Equipment	Wireless Access Point – Cisco	1
Equipment	Router – Cisco	1
Equipment	Switch – Cisco	1

EXHIBIT D
WAIVER AND CONSENT TO TRANSFER FORM

WAIVER OF CLAIMS AND CONSENT
TO TRANSFER OF CARMEL-BY-THE-SEA'S PERSONNEL, MEDICAL AND TRAINING
FILES TO CITY OF MONTEREY

I, _____ (printed name) am an employee of the City of Carmel-by-the-Sea ("Carmel"). I hereby consent to the release of information in the Personnel File, Medical File, Workers' Compensation File and Training File which Carmel maintains for me to the City of Monterey upon execution of this agreement. I further consent to transfer of the Personnel File, Medical File, Workers' Compensation File and Training File which Carmel maintains for me to the City of Monterey upon my employment by the City of Monterey. I understand that Carmel and its successors will be given access to such files when needed for ascertaining information related to any issues which may arise following termination of my employment by Carmel. I also understand that the City of Monterey may and will rely on information contained in such files in connection with any employment issues regarding my employment with the City of Monterey, including discipline, up to and including termination. I furthermore understand that the City of Monterey may and will rely on information contained in such files in connection with any medical issues regarding my employment with the City of Monterey.

I waive any claim against Carmel with respect to the transfer of such files. I further waive any claim against the City of Monterey in connection with the subsequent use of such files by the City of Monterey.

Signature

Date

EXHIBIT E
TERMS AND CONDITIONS OF EMPLOYMENT APPLICABLE
TO CARMEL EMPLOYEES AS MONTEREY EMPLOYEES

1. Salary Ranges: Upon commencement of employment with Monterey, Carmel Employees will be placed in the Monterey salary range for their classification, as shown below, at the lowest step that will prevent them from receiving a pay reduction. This salary range comparison shall be based on Base Salary, Paramedic Pay, Education Incentive Pay, Company Officer Pay, Bilingual Pay and Uniform Allowance received by employees of both Carmel and Monterey as of September 1, 2025.

Name	Current Carmel Rank	New Monterey Rank	Monterey Step	Monterey Incentives*
Isaac Eckel	Firefighter/Paramedic	Firefighter	5	Paramedic Pay, Uniform Allowance
Matthew Nitenson	Firefighter/Paramedic	Firefighter	4	Paramedic Pay, Uniform Allowance
Arthur Rosillo	Firefighter/Paramedic	Firefighter	5	Paramedic Pay, Uniform Allowance
Myles Routh	Firefighter/Paramedic	Firefighter	5	Paramedic Pay, Uniform Allowance

*Employees who are interested in testing for bilingual pay will be offered the opportunity to participate in the testing process in **September 2025**. If the employee successfully passes the test, the incentive pay will begin upon appointment. Employees must provide Fire Administration required documents for Education Pay and/or Company Officer Pay prior to employment with Monterey to begin the incentive pay(s) upon appointment.

2. Years of Service and Time off Banks: Years of continuous full-time service in Carmel as a Firefighter/Paramedic may or may not be counted as years of service in Monterey, in accordance with the following:
- a. Years of service in Carmel shall not be counted as years of service in Monterey for the following purposes:
 - i. Establishing seniority for layoff. However, years of service in Carmel shall be considered in breaking ties among Carmel Employees who otherwise have identical seniority in Monterey based on their identical Monterey hire dates for purposes of establishing seniority for layoff.
 - ii. Establishing eligibility as “grandparented” into not being covered by the MFFA MOU Section 10.8 Sick Leave/Industrial Disability Retirement which applies to employees hired on or after 3/1/2000.
 - iii. Calculating eligibility for longevity pay (MFFA MOU Section 16.4).
 - b. Years of service in Carmel shall be counted as years of service in Monterey for the following purposes:
 - i. Establishing vacation accrual rates (MFFA MOU Section 9.1).
 - ii. Meeting the minimum years of service requirement for employees retiring with a regular, non-disability retirement to cash out up to a specified % of their unused accumulated sick leave (MFFA MOU Section 10.9).

- iii. Meeting the minimum years of service requirement for employees to receive the City-funded Retirement Health Savings Plan amount upon separation or retirement from Monterey (MFFA MOU Section 15.3). This shall not be interpreted to require Monterey to contribute funds for the period of employment in Carmel.

Upon commencement of employment with Monterey, Carmel Employees shall retain their unused accumulated sick leave and vacation time off balances, provided such balances do not exceed the maximum vacation time off balances allowed by Monterey. Any vacation time off balances in excess of the maximum allowed by Monterey will be paid by Carmel to such Carmel Employees when their employment with Carmel ends at their rates of pay in effect on such date.

3. Probation Periods: Carmel Employees who have completed probation in Carmel in a classification with duties comparable to their Monterey classification will not be required to serve a probationary period in Monterey. Any Carmel Employees who have not completed the probationary period in Carmel in a classification with duties comparable to their Monterey classification will be required to serve a complete one-year probationary period in their Monterey classification.
4. Promotional Recruitments: Any Carmel Employee hired by Monterey shall have the right to compete in any Monterey promotional recruitment process for which they meet minimum qualifications.
5. Leave Accruals: Carmel Employees who commence employment with Monterey on **October 1, 2025**, will receive full Monterey leave accruals for the month of **October 2025**. Carmel Employees must notify Fire Administration in **September 2025** if they would like to receive holiday compensatory time off or pay for the holidays. If an employee does not notify Fire Administration, their holiday time will be paid.



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

September 9, 2025
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Javier Hernandez, Project Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-077 authorizing the City Administrator to execute a Construction Contract with Coastal Paving & Excavating Inc. for the Base Bid plus Bid Additives 1 and 2, and a 20% contingency, in the total amount of \$2,778,378, for the Conglomerate Paving Project FY 24-25 (*Estimated time - 20 minutes*)

RECOMMENDATION:

Adopt Resolution 2025-077 authorizing the City Administrator to execute a Construction Contract with Coastal Paving & Excavating Inc. for the Base Bid plus Bid Additives 1 and 2, and a 20% contingency, in the total amount of \$2,778,378, for the Conglomerate Paving Project FY 24-25.

BACKGROUND / SUMMARY:

Project History

The City's FY 2024-25 Conglomerate Paving Project represents a critical investment in local infrastructure, combining elements from multiple capital projects to maximize the use of limited funding while advancing key public works improvements. Included as **Attachment 1** to this report is Resolution 2025-072, which will authorize the City Administrator to execute the construction contract for this project, pending Council approval.

The foundation of this project stems from the FY 2023-24 Annual Paving Project, approved by Council in April 2023. This effort leverages \$674,000 in Maintenance of Effort funds to secure external funding from Transportation Agency for Monterey

County (TAMC) through Measure X, Gas Tax, SB 1 (RMRHA), and Regional Surface Transportation Program (RSTP).

Total construction costs are estimated at \$1.68 million, with several high-cost segments included as additive bids, to be awarded if funds allow. Additionally, deferred work from the FY 2021-22 Paving Project—originally excluded due to higher-than-expected bids—will be incorporated as shown in the project listings. These include overlay improvements along San Antonio Avenue, Monte Verde Street, and Torres Street, estimated at \$835,000.

A portion of the FY 2022-23 Concrete Street Repairs Project is also being integrated into the Conglomerate Paving Project. While the full \$3 million project remains on hold pending future funding, \$792,000 was reallocated, allowing the critical reconstruction of the San Antonio–Ocean Avenue intersection (\$293,000) to move forward.

Together, these combined efforts reflect a strategic and cost-conscious approach to preserving and enhancing the City’s roadway network, while capturing the full benefit of available local and regional funding sources.

Extension of Improvements – City-Led Collaboration with County

With Council approval of the cost-sharing reimbursement agreement (**Attachment 2**), the City has taken a key step toward advancing this important infrastructure project. The agreement formalizes the partnership and funding framework needed to move the project forward in coordination with regional stakeholders, including the Ocean Avenue segment as listed below.

This portion of work will be funded through the \$400,000 reimbursement agreement outlined in Attachment 2 and will be supplemented by the TAMC (RSTP) interest reserves, with an additional allocation of \$243,705.75 approved by the TAMC Board of Directors on August 27th.

Construction of the extended segment is programmed for Fall 2025 into early 2026, pending Council authorization of the construction contract. This collaboration underscores the City’s leadership in regional infrastructure planning and reaffirms its commitment to delivering high-quality, community-focused transportation improvements—specifically including the Ocean Avenue improvements as described below.

Project Development and Bidding Results

The project design plans and technical specifications were completed by City Engineering Consultants (Wallace Group, BKF Engineering, and Neill Engineers). Specifically, the scope of work included in the final bidding documents and covered under the Base Bid and Bid Additives 1 & 2 - Basis of Award (the portion of the Project to advance to construction) includes:

AC Paving / Overlay Streets

Schedule A (Base Bid)

- Ocean Avenue between Carpenter Street and East City Limits
- Santa Lucia Avenue between Dolores Street and Rio Road
- Tenth Avenue between Junipero Street and Mission Street
- Sixth Avenue between Guadalupe Street and Carpenter Street

Schedule B (Base Bid)

- San Antonio Avenue between Fourth Avenue and Ocean Avenue
- San Antonio Avenue between Ocean Avenue and Eighth Avenue
- Monte Verde Street between Fourth Avenue and Ocean Avenue
- Torres Street between Second Avenue and Fourth Avenue

Schedule C (Base Bid)

- Intersection of Ocean Avenue and San Antonio Avenue

Schedule D (Bid Additive #2)

- Ocean Avenue between Carpenter Street and California State Route 1 (County of Monterey)

These roadway improvements include lowering utility irons, patch paving, conform grinding, reconstruction of several ADA ramps, placing AC overlay, restoring AC berms, swales and pavement markings, and raising utility irons.

Micro-Surfacing Streets

Schedule A (Base Bid)

- Sixth Avenue between Carpenter Street and East City Limits
- Sixth Avenue between Monte Verde Street and Lincoln Street
- Dolores Street between Fifth Avenue and Ocean Avenue
- Flanders Way between Vizcaino Avenue and Crespi Avenue
- Forest Road between Ocean Avenue and Seventh Avenue
- Guadalupe Street between Second Avenue and Third Avenue
- Guadalupe Street between Fifth Avenue and Sixth Avenue
- Lobos Street between First Avenue and Second Avenue
- Monte Verde Street between Second Avenue and Fourth Avenue
- Monterey Street between the North End and Second Avenue

- Pine Ridge Way between Forest Road and Turnaround
- Santa Fe Street between Third Avenue and Fourth Avenue
- Santa Rita Street between North City Limits and Second Avenue
- Second Avenue between Casanova Street and Monte Verde Street
- Sixth Avenue between Dolores Street and Mission Street
- Third Avenue between Dolores Street and Mission Street
- Torres Street between 285' North of Eleventh Avenue and Eleventh Avenue
- Vizcaino Avenue between Mountain View Avenue and Flanders Way

Schedule A (Bid Additive #1)

- Dolores Street between Vista Avenue and Second Avenue
- Mission Street between Ocean Avenue and Eighth Avenue
- Perry Newberry Way between Fourth Avenue and Sixth Avenue

These roadway improvements include patch paving, removing markings, crack sealing, applying micro-surfacing, and restoring pavement markings.

Sidewalk Improvements

Schedule A (Base Bid)

- West Side of Junipero Street between Sixth Avenue and Ocean Avenue
- Northwest Corner of Dolores Street and Seventh Avenue
- North Side of Sixth Avenue between Lincoln Street and Dolores Street
- South Side of Sixth Avenue between Mission Street and Junipero Street
- Southeast Corner of Dolores Street and Ocean Avenue

These sidewalk improvements include removing existing brick, concrete, asphalt, and paver sidewalk segments, regrading and compacting subgrade, installing redwood headers and new permeable pavers or asphalt sidewalk, reconstructing curb and gutter, cobblestone curb, AC berms, and adjusting utility boxes to grade.

Contract documents were initially prepared by one of the City's Project Management consultants, Wallace Group, and then finalized by the City's in-house Project Manager. A CEQA determination of exemption was provided by the City's Environmental Programs Manager. Once the final design was approved for construction, the Project was extensively advertised for construction bids in August. Notices were published in the Carmel Pine Cone and Monterey County Weekly, Central Coast Builders Association, and posted on the City's and other public purchasing websites. In addition, courtesy calls and emails were made to 40 contractors that specialize in civil construction, asphalt restoration, and concrete construction. Three prime contractors attended the Pre-Bid meeting.

Despite best outreach efforts, only two bid proposals were received at the Public Bid Opening held on July 24, 2025. While all bids are much appreciated, receiving only two bids appears to becoming the norm in this current, unfavorable bidding climate, likely due to construction labor shortages and busy contractors. In years past, multiple, competitive bids were received for our larger construction projects.

This Bid Opening yielded the following results:

	Engineer's Estimate	Coastal Paving and Excavation	MPE	Granite Rock	Don Chapin Construction	Teichert Construction
Description	Total	Total	Total	Total	Total	Total
Base Bid (Basis of Award)	\$2,200,000	\$1,427,498	\$2,511,548	\$2,126,133.50	\$2,338,000	\$1,949,684
Bid Additive No. 1	\$159,900	\$244,111.25	\$286,628	\$180,339	\$249,000	\$307,582.25
Bid Additive No. 2	\$350,000	\$643,705.75	\$458,209.75	\$390,530.75	\$497,000	\$630,243.75
Grand Total	\$2,709,900	\$2,315,315.00	\$3,256,385.75	\$2,697,003.25	\$3,084,000	\$2,887,510.00

A 20% contingency is recommended to provide the necessary flexibility to expand the project scope and incorporate additional locations, if deemed appropriate during construction. This level of contingency enables the City to respond promptly to unforeseen site conditions or critical field changes without delaying progress. Staff will exercise fiscal discipline and oversight throughout construction, aiming to manage costs efficiently within the approved contingency. Authorizing a 20% contingency in advance ensures the ability to address emerging priorities as they arise. Any unused contingency funds will be returned to the CIP fund balance. Should additional funding be required beyond the approved amount, staff will return to Council to seek further authorization.

Construction will take approximately three months from issuance of the Notice to Proceed, but will be dependent on weather conditions. All streets that will be affected by this Project will remain open to local traffic during construction; however, traffic control plans will be in place, and motorists may experience temporary, local detours.

Environmental Determination

The Conglomerate Paving Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA Guidelines, which exempts minor alterations to existing public facilities involving negligible or no expansion of use. Upon project approval, the City will file a Notice of Exemption with the County Clerk in accordance with CEQA requirements.

FISCAL IMPACT:

The FY 2025/26CIP included a remaining carry-over budget of \$2,810,000 for this

Project. Costs for design services were absorbed in prior year budgets. The construction cost to Coastal Paving & Excavating Inc. for the Base Bid and Bid Additive 1 and 2 of \$2,315,315, plus a 20% contingency of \$463,063, provides a grand total of \$2,778,378 and is further outlined below:

PROJECT COST MATRIX	
	Total
Base Bid and Additive Alternates 1 & 2	\$2,315,315.00
20% Contract Contingency	\$463,063.00
Construction Cost Grand Total	\$2,778,378.00
County Cost Sharing Agreement (Via Reimbursement)	(\$400,000.00)
TAMC RSTP Reserves (Via Reimbursement)	(\$243,705.75)
City Aggregate Liability	\$2,134,672.25

Project funding is available in CIP Account Number 301-311-00-43008.

PRIOR CITY COUNCIL ACTION:

In June 2021, Council adopted the CIP Budget for FY 2021/2022 including the Annual Paving Project, FY 21-22.

In June 2022, Council adopted the CIP Budget for FY 2022/2023 including the Concrete Street Repairs, FY 22-23.

In June 2023, Council adopted the CIP Budget for FY 2023/2024 including the Annual Paving Project, FY 23-24.

In June 2024, Council adopted the CIP Budget for FY 2024/2025 which included the Conglomerate Paving Project FY 24-25.

In June 2025, Council adopted the CIP Budget for FY 2025/2026 which included rolling over the Conglomerate Paving Project FY 24-25.

In June 2025, Council approved Resolution 2025-046, authorizing a cost sharing agreement between the City of Carmel-by-the-Sea and County of Monterey.

ATTACHMENTS:

1. Resolution 2025-077
2. City and County Cost Sharing Agreement

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2025-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONSTRUCTION CONTRACT WITH COASTAL PAVING & EXCAVATING INC. IN THE AMOUNT, WITH 20% CONTINGENCY, OF \$2,778,378.00, FOR THE CONGLOMERATE PAVING PROJECT FY 24-25.

WHEREAS, in June 2019, the City Council adopted the Fiscal Year (FY) 2019/20 Capital Improvement Program (CIP) which included the Citywide Multiyear Paving Project, San Carlos Bike Route, Eighth to Thirteenth Avenues, and San Carlos Median Islands Projects, with an initial combined budget of \$973,509; and

WHEREAS, in June 2021, Council adopted the FY 2021/22 CIP with a revised budget of \$962,230 for this Project, including additional funding for sidewalk repairs, and street selections as modified in May 2021, and, at that time, the Project was re-named the FY 2021/22 Pavement Rehabilitation Project; and

WHEREAS, in June 2022, Council adopted the FY 2022/23 CIP including the Concrete Street Repairs Project, FY 22-23; and

WHEREAS, in April 2023, Council approved the list of streets to be included as part of the FY 23-24 Annual Paving Project; and

WHEREAS, in June 2023, Council adopted Resolution 2023-067 for the FY 2023/24 CIP, approving the carry-over of 25 prior FY CIP projects, including this Project with a remaining budget of \$878,000, and a CIP Contingency Fund with an initial Budget of \$500,000; and

WHEREAS, in June 2024, Council adopted the FY 2024/25 CIP including the Conglomerate Paving Project FY 24-25 which was comprised of portions of previously approved FY 2021/22 Pavement Rehabilitation Project, Concrete Street Repairs Project FY 22-23 and the FY 23-24 Annual Paving Project; and

WHEREAS, in June 2025, Council adopted Resolution 2025-046 approving a cost sharing agreement for pavement rehabilitation between the City of Carmel-by-the-Sea and County of Monterey for the portion of pavement located along Ocean Avenue between Cabrillo Highway and Carpenter Street in the amount of \$400,000; and

WHEREAS, in June 2025, Council adopted Resolution 2025-052 for the FY 2025/26 CIP, approving the carry-over of prior FY CIP projects, including this Project with a remaining budget of \$2,810,000, and a CIP Contingency Fund with an initial Budget of \$500,000; and

WHEREAS, in June 2025, the final design was completed for the Conglomerate Paving Project FY 24-25, and the Project was approved for construction; and

WHEREAS, the Project was extensively advertised for construction bids, and 5 bid proposal were received at the Public Bid Opening held on July 24, 2025; and

WHEREAS, the low Base Bid of \$1,427,498.00, submitted by Coastal Paving & Excavating Inc, was responsive and responsible, low Bid Additives included in the bid proposal were favorable, and resurfacing at these locations should be included; and

WHEREAS, the total cost of the Base Bid plus two bid additives and a 20% contingency of \$2,778,378 is less than remaining Project balance of \$2,810,000.

WHEREAS, in September 2025, TAMC Board of Directors approved supplemental funding allocation for this project using Regional Surface Transportation Interest Reserves in the amount of \$243,705.75; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute the construction contract with Coastal Paving & Excavating Inc. in the total amount, with 20% contingency, of \$2,778,378; and

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 9th day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne
Mayor

Nova Romero, MMC
City Clerk

**COST SHARING AGREEMENT BETWEEN THE
CITY OF CARMEL-BY-THE-SEA AND COUNTY OF MONTEREY
FOR THE PAVEMENT REHABILITATION OF THE PORTION OF OCEAN AVENUE
BETWEEN CABRILLO HIGHWAY AND CARPENTER STREET**

This Cost Sharing Agreement (the “Agreement”) by and between the City of Carmel-by-the-Sea, a California general law city and municipal corporation (hereinafter “City”), and the County of Monterey, California, (the “County”), collectively the “Parties.” This Agreement shall be effective as of the date of the last signature of the Agreement (“Effective Date”).

RECITALS

WHEREAS, the City proposes to construct pavement improvements, on Ocean Ave; and

WHEREAS, a portion of Ocean Avenue lies outside the City limits and within unincorporated County Right-of-Way; and

WHEREAS, the County requested the City include within the scope of its work rehabilitation of the pavement for the 1,015-foot portion of Ocean Avenue (“Pavement Rehabilitation”) that lies within the unincorporated County Right-of-Way just west of Cabrillo Highway, California State Route 1, also known as the Pacific Coast Highway. The pavement improvements within the unincorporated County Right-of-Way shall be referred to herein the “Project”.

WHEREAS, the City estimates the Project costs to be approximately four hundred thousand (\$400,000).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual goals and objectives contained herein, the Parties agree as follows:

1. County Reimbursement of City Costs:

The County shall reimburse the City the actual construction costs for the Project and soft costs associated therewith, the total of which is estimated to be four hundred thousand (\$400,000) as agreed to per **Exhibit A** (attached and incorporated by this reference) and shown on **Exhibit B** (attached and incorporated by this reference). The City shall notify the County when actual costs have reached four hundred thousand (\$400,000).

2. Payment of Invoices:

Invoices for reimbursement shall be submitted to the County on a monthly basis and shall contain all necessary supporting documentation and detail in a form acceptable to the County, including but not limited to all timecards, invoices, and any conditional and unconditional waivers. County shall have the right to review and confirm that the invoices submitted by the City for reimbursement are in conformance with the terms of this Agreement prior to forwarding to the County Auditor-Controller. Payments will be made within 45 days of receipt of complete invoices (which have been determined to conform to the terms of this Agreement by Public Works, Facilities, and Parks) by the County Auditor-Controller.

3. County Utility Obligations:

The County shall coordinate and confirm all utilities within the Project area. The County shall verify that all known utilities are shown accurately. The County shall pothole excavate any utility conflicts, known and unknown, prior to the start of construction.

4. City Inspection Obligations:

The City shall be responsible for providing construction inspection services associated with construction of the Project. The City will include in the invoices to the County the cost for the construction inspection services of the Project. Quality assurance inspections provided by the County shall be coordinated with the City Superintendent and City Project Manager.

5. County Encroachment Permit Obligations:

The County shall provide a no fee encroachment permit to the City for work to be done within the County's jurisdiction throughout the duration of the Project.

6. Ongoing Maintenance Obligation:

a. County's Maintenance Obligation: The County accepts all future maintenance responsibility of the pavement within the Project area as shown on **Exhibit B**.

b. City's Maintenance Obligation: The City accepts all future maintenance responsibility of the pavement rehabilitation within City limits. The City's future maintenance obligation specifically includes the **300-foot portion of Ocean Avenue** that lies within the City limits. Such maintenance to be performed by the City shall be at a level that meets the standards for roads within the City.

7. Indemnity:

a. County's Indemnity Obligation: The County shall fully defend, indemnify and hold the City, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the County's ongoing maintenance obligations of the pavement in the Project area.

b. City's Indemnity Obligation: The City shall fully defend, indemnify and hold the County, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the City's ongoing maintenance obligations of the pavement rehabilitation that lies within the City limits.

8. Insurance:

The City will require all contractors and subcontractors to name the City and the County, and their officers, agents and employees as additional insureds on their general liability and automobile liability policies for work on the pavement rehabilitation on Ocean Avenue. These insurance policies must have minimum limits of \$2 million per occurrence and \$5 million aggregate and the contractors and subcontractors must provide to the City and County a certificate of insurance and endorsements confirming the additional insured coverage in the amounts specified herein.

9. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as follows:

City of Carmel-by-the-Sea

Attn: Javier Hernandez, Public Works Project Manager

City of Carmel-by-the-Sea

Public Works Department

P.O. Box CC

Carmel, California 93921

County of Monterey

Department of Public Works, Facilities and Parks

Attn: Randell Ishii, Director

1441 Schilling Place, 2nd Floor

Salinas, California 93901

(831) 784-5647

IshiiR@countyofmonterey.gov

10. General Provisions.

a. The Parties agree to execute, acknowledge and deliver any and all additional papers documents and other assurances, and shall perform any and all acts and things reasonably necessary, in connection with the performance of the obligations hereunder and to carry out the intent of the Parties.

b. This Agreement may be executed in counterparts and by electronic signatures and shall have the same force and legal effect as an executed original.

COUNTY OF MONTEREY

	Public Works, Facilities and Parks	
By:	Randell Ishii Director of PWFP	Contractor's Business Name
Date:		
Approved as to Form Office of the County Counsel Susan K. Blitch, County Counsel		Mitch Skyer, President
By:	Mary Grace Perry Deputy County Counsel	Kris Laseter, COO
Date:		

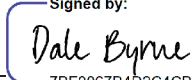
Approved as to Fiscal Provisions

By:	
Name:	
Title:	Auditor/Controller
Date:	

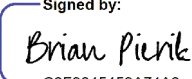
Approved as to Indemnification and Insurance Provisions
Office of the County Counsel
Risk Management Division
Susan K. Blitch, County Counsel

By:	David Bolton Risk Manager
Date:	

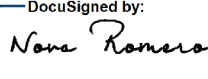
CITY OF CARMEL-BY-THE-SEA

By:  Signed by:
7BF0067B4D2C4CB... Dale Byrne
Mayor, City of Carmel-by-the-Sea

Date: 6/17/2025

By:  Signed by:
C8F3045459A74A8... Brian Pierik
City Attorney

Date: 6/17/2025

Approved as to Form
By:  DocuSigned by:
4B0C5656B52C4E2... Nova Romero
City Clerk

Date: 6/17/2025

EXHIBIT A – PRELIMINARY ESTIMATE**OCEAN AVE RESURFACING
Carmel-by-the-Sea to State Route 1**

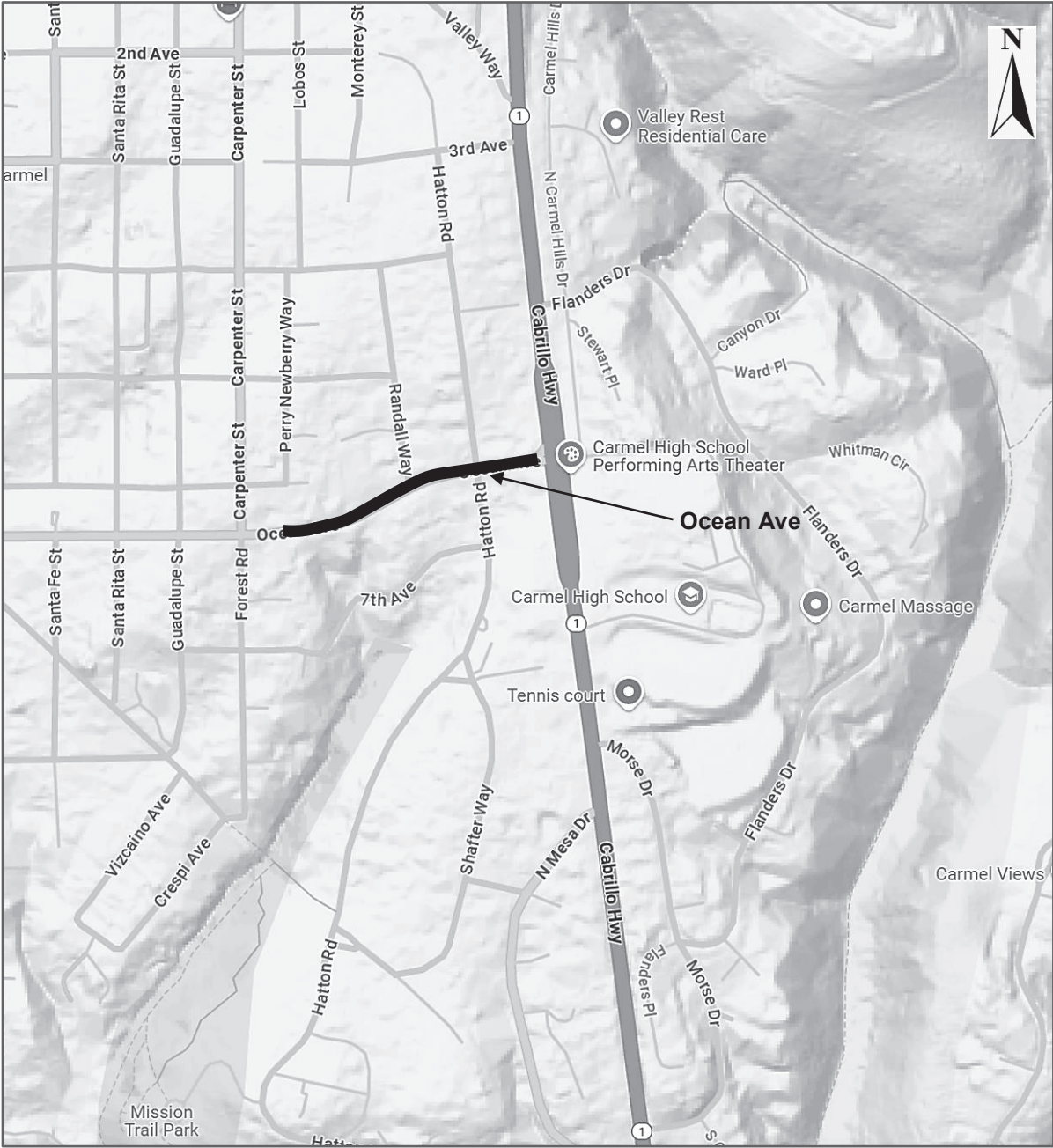
Item No	Item Code	F S	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	170103		Clearing and Grubbing	LS	1	75,000.00	75,000.00
2	390095		Replace Asphalt Concrete Surfacing	CY	208	390.00	81,120.00
3	390132		Hot Mix Asphalt (Type A) (0.2' Thick)	TON	550	250.00	37,500.00
4	393001		Pavement Reinforcing Fabric	SQYD	1,250	2.25	2,812.50
5	394073A		Place Hot Mix Asphalt Rolled Berm	LF	90	20.00	1,800.00
6	397005		Tack Coat	TON	1	1,200.00	1,200.00
7	398200		Cold Plane Asphalt Concrete Pavement	SQYD	350	25.00	8,750.00
8	780210A		Survey Monument	EA	5	1,200.00	6,000.00
9	810230	S	Pavement Marker (Retroreflective)	EA	30	6.00	180.00
10	820130		Object Marker (Culvert Marker)	EA	3	100.00	300.00
11	820750		Furnish Single Sheet Aluminum Sign (0.063 - Unframed)	SQFT	81.25	80.00	6,500.00
12	820840		Roadside Sign - One Post	EA	13	400.00	5,200.00
13	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	1,960	2.00	3,920.00
14	846010	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	131	2.50	327.50
15	846012	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	463	9.50	4,398.50
16	846026		Remove Pavement Marking	SQFT	481	3.00	1,443.00
17	846030		Remove Thermoplastic Traffic Stripe	LF	1,111	1.00	1,111.00
18	860810	S	Inductive Loop Detectors	LS	1	10,000.00	10,000.00

F - Final Pay Item
S- Specialty Item

Subtotal	347,563
10% Contingency	34,756
Total	382,319
SAY	400,000

EXHIBIT B – LOCATION MAP

OCEAN AVE RESURFACING
Carmel-by-the-Sea City Limit to State Route 1





CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

September 9, 2025
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Ken Wysocki, Director of Public Works

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-078 Approving the Ad Hoc Committee's Recommended Reduced Square Footage for Police and Public Works Facilities and Approving Issuance of the Request for Proposals (RFP) for Architectural Services for the Police and Public Works Facilities Project and Authorizing Staff to Release the RFP to Qualified Architectural Firms (*Estimated time - 60 minutes*)

RECOMMENDATION:

Adopt Resolution 2025-078 Approving the Ad Hoc Committee's Recommended Reduced Square Footage for Police and Public Works Facilities and Approving issuance of the Request for Proposals (RFP) for Architectural Services for the Police and Public Works Facilities Project and Authorizing Staff to Release the RFP to Qualified Architectural Firms

BACKGROUND / SUMMARY:

The Police and Public Works facilities, constructed in 1968, have reached the end of their useful life. A 2023 condition assessment identified significant deficiencies including outdated structural, electrical, HVAC, and plumbing systems; lack of compliance with ADA and seismic standards; and operational inefficiencies. The City Council has previously directed staff to move forward with complete demolition and new construction of replacement facilities, while incorporating reduced square footage parameters recommended by the Ad Hoc Committee (**Attachments 3 & 4**).

Architectural services are required to provide full design development, engineering, swing space planning, public engagement, bid-ready documents, cost estimating, and

construction support. Due to the complexity and sensitivity of this project, the City must engage a firm with demonstrated expertise in designing municipal buildings—particularly police facilities and public works operations centers—within historic or context-sensitive environments. The RFP will seek a qualified firm for the complete demolition and new construction of both Police and Public Works facilities. Architectural teams must demonstrate experience in municipal facility design, including recent work on public safety buildings, and the ability to assess and recommend temporary “swing space” solutions during construction.

Discussion:

The draft RFP (**Attachment 2**) has been prepared to solicit proposals from licensed architectural firms in California. Key elements of the RFP include:

- **Scope of Services:** Complete architectural, engineering, and project management services for demolition and new construction of the Police and Public Works facilities.
- **Qualifications:** Demonstrated expertise in municipal facility design, police/public works operations, ADA/seismic compliance, sustainable practices, and community engagement.
- **Evaluation Criteria:** Proposals will be evaluated based on qualifications, understanding of Carmel’s design context, quality of swing space analysis, conceptual design approach, cost estimating methodology, community engagement strategy, and fee competitiveness.
- **Tentative Schedule:** Release of RFP in October 2025, with proposals due November 14, 2025. Final selection is anticipated in December 2025, with contract award consideration by the City Council in January 2026.

Recommendation

Approval of the attached Resolution (**Attachment 1**) will approve the release of the RFP, which will allow the City to competitively select a qualified firm to begin the design process and ensure community engagement and operational continuity during construction.

FISCAL IMPACT:

There is no direct fiscal impact associated with releasing the RFP. Costs associated with the architectural services contract will be brought to the City Council for approval upon selection of a firm. Funding for this project is identified in the FY 2025-26 Capital Improvement Program.

PRIOR CITY COUNCIL ACTION:

July 1, 2025 – Ad Hoc Committee presented reduced square footage recommendations for Police and Public Works Facilities.

August 5, 2025 – Ad Hoc Committee requested approval of the recommended reduced

square footage of both facilities and to authorize the City Administrator to develop a Request for Proposal for Architectural Services for Police and Public Works Facilities.

ATTACHMENTS:

1. Resolution 2025-078
2. Draft RFP for PD and PW Building Architectural Services
3. 2025-07-01 Police Department Recommendation Report
4. 2025-07-01_Public Works Recommended Report

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2025-078

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING THE AD HOC COMMITTEE’S RECOMMENDED REDUCED SQUARE
FOOTAGE FOR POLICE AND PUBLIC WORKS FACILITIES AND AUTHORIZING THE
ISSUANCE OF A REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES**

WHEREAS, the Police and Public Works facilities are no longer adequate to support current operational needs and fail to meet modern standards for accessibility, safety, and efficiency; and

WHEREAS, the City Council appointed an Ad Hoc Facilities Committee to evaluate space needs and develop right-sized, cost-conscious facility options; and

WHEREAS, on July 1, 2025, the Ad Hoc Committee presented its recommendation to reduce the total square footage for both the Police and Public Works buildings, based on operational efficiency, budget sensitivity, and long-term usability; and

WHEREAS, the City Council wishes to formally approve the Committee’s recommended square footage targets and initiate a professional evaluation of design and cost options; and

WHEREAS, it is in the best interest of the City to issue a Request for Proposals (RFP) to engage an architectural firm to study and cost out a complete demolition and new construction scenario, including swing space analysis; and

WHEREAS, the selected architectural team shall have demonstrated experience designing civic facilities, and shall assist the City in preparing for future project delivery phases.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Approves the Ad Hoc Committee’s recommended reduced square footage for the Police and Public Works facilities as presented on July 1, 2025; and

Authorizes the City Administrator or designee to issue a Request for Proposals (RFP) for architectural services to develop conceptual designs, cost estimates, and swing space plans for a complete demolition and new construction of the Police and Public Works facilities.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 9th day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk



City Of Carmel-by-the-Sea

REQUEST FOR PROPOSALS (RFP)

RFP #XXX-XX-XX REQUESTS FOR PROPOSALS FOR ARCHITECTURAL SERVICES FOR THE NEW POLICE AND PUBLIC WORKS FACILITIES PROJECT



Proposals must be postmarked by Friday, November 14, 2025.

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I. REQUEST FOR PROPOSALS

The CITY OF CARMEL-BY-THE-SEA (hereinafter "City") requests proposals from qualified persons/organizations for the purpose of providing professional architectural services for the complete demolition and new construction of the Police and Public Works facilities. Proposals shall be submitted to

City of Carmel-by-the-Sea
 ATTN: Nova Romero
 City Clerk
 P.O. Box CC, Carmel-by-the-Sea, CA 93921

Proposals must be postmarked no later than Friday, November 14, 2025.

SCOPE OF SERVICES. The City has prepared an outline of required services in Section V. SCOPE OF SERVICES, of this Request For Proposals ("RFP").

REQUESTS FOR CLARIFICATION OF THE RFP. If any Proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the Proposer shall submit via electronic mail a written request for clarification to City Clerk, Nova Romero, nromero@ci.carmel.ca.us. The deadline to submit questions is Friday, October 31, 2025 by 5:00 p.m. All questions and City responses shall be posted on the City's website by 5:00 p.m. on Friday, November 7, 2024.

PROPOSAL INSTRUCTIONS. Instructions for the submission of proposals are set forth throughout this RFP. Proposal shall be **no longer than 30 pages** in length.

CITY'S REVIEW OF PROPOSALS. All proposals deemed responsive shall be reviewed and evaluated by a committee composed of City representatives, Police and Public Works representatives, and members of the public in order to determine which proposal best meets the City's needs. The criteria by which to evaluate proposals is set forth in this RFP. The City reserves the right to extend an invitation for interview, to reject any and all proposals and / or waive any irregularities in any proposal.

AWARD OF AGREEMENT. The City currently anticipates awarding a negotiated professional services agreement for Architectural Services for the new Police and Public Works Facilities Project. A copy of the City's Professional Services Agreement form is attached in Appendix 1. No proposal or professional services agreement shall be binding upon the City unless and until an Agreement is signed by the selected Proposer and executed by the City.

MANDATORY PRE-PROPOSAL SITE TOUR. The City will hold a mandatory pre-proposal site tour Wednesday, October 8th beginning at 9:00 a.m. at the Police and Public Works Department at the corner of Junipero Street and 4th Avenue.

II. GENERAL INTRODUCTION AND PROJECT DESCRIPTION

The City of Carmel-by-the-Sea (hereinafter referred to as the "City") is soliciting proposals from licensed architectural firms ("Proposer") to provide professional services for the design, cost estimating, swing space analysis, community engagement, preparation of bid documents, and construction support for the complete demolition and new construction of the Police Department and Public Works facilities (herein referred to as the "facilities"). The scope of work includes full design development, engineering, public outreach, preparation of bid-ready documents, assistance with Public Works competitive bidding, construction cost estimating, schedule tracking, preparation of reports and recommendations, and overall project management.

It is important to note that the term "Proposer", for the sake of qualifications required within this Request for Proposal, includes the entire team engaged under one architectural firm. This could include sub-contractors with specific qualifications who are hired by the main architectural firm to supplement their in-house capabilities.

The selected architectural firm ("Firm") will collaborate closely with City leadership, the Police Department, and the Public Works Department to confirm program needs and square footage requirements as recommended by the City Council. The Firm will be responsible for validating, refining, and replacing the City's functionally outdated buildings and delivering a design that aligns with Carmel-by-the-Sea's design guidelines and community standards. The project will require addressing operational continuity through detailed swing space planning, ensuring ADA and seismic compliance, integrating sustainable practices, and developing a project schedule that includes key community engagement milestones.

Design Philosophy

The new facilities must preserve and reflect the authentic nature of Carmel's architectural character and small-village scale while incorporating modern functionality, sustainability features, and operational efficiency. All designs must comply with the City's adopted Design Guidelines and demonstrate sensitivity to the surrounding community context.

III. CITY OF CARMEL AND THE POLICE AND PUBLIC WORKS FACILITIES

Carmel-by-the-Sea was first incorporated as a City in 1916. It was founded by artists and writers – among them Jack London, George Sterling, Mary Austin and Robinson Jeffers. Carmel-by-the-Sea is rich in natural beauty and prides itself on its white sand beach, landscaped bluffs, urban forest, and natural park lands, has a wonderful downtown with diverse shopping, and an accessible and responsive government. Home to 3,722 residents, this one-square mile village in a forest by the sea is known for its natural beauty and rich artistic history.

The Carmel Police Department/Public Works Building was constructed in 1968. Since then, no significant renovations have been made. A condition assessment done in 2023 revealed that the building systems, including electrical, HVAC, plumbing, roof integrity, and structural bracing are in need of replacement.

IV. QUALIFICATIONS AND RELATED EXPERIENCE

The City is seeking architectural services from firms that can demonstrate expertise in the planning, design, and construction of municipal facilities, specifically, public safety, police stations and public works operations centers. This expertise may be demonstrated either by direct experience within the Proposer's firm, or by the inclusion of a sub-contractor as part of the Proposer's team in their proposal. The Proposer's team, which may include sub-contractors, will have a proven track record in developing functional, secure, and efficient designs for public safety and public works departments, ensuring compliance with all applicable building, safety, and accessibility codes. The firm must be able to integrate modern amenities, operational efficiency, and sustainable practices while respecting the character and design guidelines of Carmel-by-the-Sea.

Submissions will be considered only from Proposers who can demonstrate the following minimum qualifications:

1. Licensed to practice architecture in the State of California and able to effectively provide the required professional services.
2. Assigned project leads and/or sub-consultants with significant experience in the design and construction of police facilities, public works facilities, or similar municipal buildings in sensitive contexts over recent years in California.
3. Knowledge of all applicable building codes, the Americans with Disabilities Act (ADA), Department of Industrial Relations (Prevailing Wage) compliance, and facilities standards for public safety and municipal operations.
4. Experience incorporating sustainability, energy efficiency, and durability into public building designs.
5. Demonstrated ability to design secure, functional spaces that meet the operational needs of police and public works departments.
6. Experience with small-scale community integration, sustainable design practices via LEED certified projects, and community engagement processes.
7. Familiarity with transition planning and operational continuity during construction, including swing space solutions.
8. Proven history of successfully managing public sector contracts, delivering projects on time and within budget.
9. Ability to meet required timelines and project milestones while maintaining close coordination with City staff and stakeholders.

V. SCOPE OF SERVICES

A. General Services. The Proposer will demonstrate that they can perform all architectural, engineering and project management related work necessary to prepare plans and specifications suitable for public works bidding for the demolition and new construction of the Police and Public Works facilities, including swing space needs during construction. Consultant services shall include, but are not limited to: project management, design development, bid documents, bidding support, and construction support services.

Architectural and engineering services shall consist of all items necessary for verification of building programming, site planning, exterior schematic design, design development, City development review, construction documents, swing space planning, plan submittal, contract documents, and construction administration for an approximate interior space of 7,360 square foot for Police and 3,650 square foot for Public Works, plus an approximate exterior space of 10,900 square foot for Police and 22,206 for Public Works. The selected Firm will peer review a completed Phase I conceptual program and finalize the building program.

The Firm will perform the following services which will include but are not limited to:

- Design Development – Minimum LEED Gold Certified Project
- Conceptual design
 - Include swing space: to ensure continuity of operations, include temporary facilities, relocation logistics, and utilities connections. The Firm shall provide detailed swing-space planning, including:
 - Temporary facilities layout.
 - Phasing diagrams and operational continuity planning.
 - Preliminary cost implications of swing-space requirements.
- Schematic design
- Mechanical Engineering and design
- Electrical Engineering and design
 - Provide design and coordination of Intermediate Distribution Frame (IDF)/Main Distribution Frame (MDF) which includes the following:
 - Electrical Diagram (include circuit panels, wiring specs, power distribution)
 - Low Voltage Diagram (fiber cables, CAT 6 cables, patch panels, conduits and/or cable trays, wireless access points, card key access panels, CCTV, IP based PA system)
 - Note that design team shall coordinate with City to document all elements necessary to make low voltage system a “turn-key” process
- Structural Engineering and design including Seismic Analysis (in coordination with the Public Works Department)
- Plumbing Engineering and design (in coordination with the Public Works Department)
- Utilities Design and Coordination
- Lighting Engineering
- Acoustical Engineering to mitigate excessive site noise
 - For sensitive spaces, room acoustics for community room, meeting and study rooms and the stack/study areas and HVAC noise and vibration for all spaces
- Security System design
- Hazardous Materials handling
- Artistic renderings
- Interior Design Services including interior materials, finishes, and fixtures

- Audio Visual (A/V) system design including related electrical and data requirements
- Full Building Energy Modeling for LEED v4 & Title 24. Needs to meet Calgreen mandatory measures and LEED Gold w/ verification by LEED AP.
- Turnkey signage package for informational, directional, site, and fire and life safety signage.
- Management of all engineering and specialty consultants
- Construction cost estimation
- Preparation of Construction Documents for plan check submittal and bidding
- Construction administration and support
- Post-occupancy review and minor re-designs as needed

B. Project Management. The Firm will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the Firm is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. The Firm is expected to maintain frequent and timely communication with City leadership, staff and the Police and Public Works departments throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format. Schedule updates shall be provided by Firm at all progress meetings. The Firm's own team should have provisions for quality assurance/quality control over the work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions. The Firm is expected to communicate often and early with the City regarding schedule and budget.

The Firm will complete the following tasks and meetings throughout the duration of the project:

- Bi-weekly project management conference call with the City (may be combined with another project meeting as appropriate)
- Monthly progress in person check-in with the City
- Progress check-ins with key stakeholders at intervals appropriate to the development of the design (may be combined with another project meeting as appropriate, if not combined, maximum of 5 separate meetings)
- Meeting documentation (Agenda and Minutes for any Firm led or facilitated project meeting)

C. Design Development. The Firm shall be the Engineer of Record and responsible for design and preparation of plans and technical specifications for the project. The Firm must perform an adequate field investigation to confirm existing conditions.

The Firm shall be responsible for working with members of City leadership, staff, Police and Public Works departments ("Core Team") to facilitate the community outreach and participation process in coordination with the Project Manager. Most outreach efforts will take place during Phase 1 (detailed below), but follow up during later phases will also be required. It is also important that all members of the community have an opportunity for their voice to be heard throughout the process.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. The Firm shall incorporate "green" building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design to a minimum standard which achieves LEED Gold certification for the project.

Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Specifications shall be prepared accordingly.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services.

The City will facilitate all Core Team meetings. The Firm will attend a total of up to three (3) Core Team meetings during design development and will incorporate comments and decisions from these meetings into the design.

The Firm will prepare for, facilitate, and document meeting(s) in which the City and Firm will:

- Review Design
- Review Pertinent Regulations
- Review Regulatory Approval Process & Requirements.
- Discuss any potential issues or concern with the following groups:
 - City Council
 - City Administrator's Office
 - Police Department
 - Public Works Department
 - Planning and Building Department (as applicable)

D. Four Project Phases

Phase 1: Community Engagement

The Firm shall lead a comprehensive community engagement program throughout the design and construction phases. The intent is to ensure meaningful public input, transparent communication, and incorporation of community values into the final design of the Police and Public Works Facilities.

Tasks include:

- Develop and implement a Community Engagement Plan in coordination with City staff, outlining outreach strategies, communication tools, and engagement schedule.
- Conduct a minimum of three (3) community workshops, with one at: 1) Conceptual Design, 2) 30% Design, and 4) 100% Design; ensuring opportunities for in-person and virtual participation.
- Provide bilingual materials and accessibility accommodations (e.g., ADA, hearing assistance, large print, or closed captioning).
- Coordinate with City leadership to prepare public presentations to City Council and advisory bodies, incorporating community feedback.
- Maintain a project webpage and/or provide content for the City's website with updates, FAQs, renderings, meeting schedules, and progress reports.
- Prepare summary reports of each engagement activity, documenting feedback themes, design implications, and how public input has been integrated.

Phase 2: Design

Conceptual Design. The Firm shall be responsible for preparing new conceptual design alternatives for the Police and Public Works facilities. The purpose of this phase is to develop multiple concept options that address the approved program requirements, reduced square footage, Carmel's Design Guidelines, community character, and operational needs. A presentation to City Council will be required to get approval to proceed with the 30% design. Tasks include:

- Develop a minimum of two distinct conceptual alternatives, showing massing, floor plan layouts, exterior character, and site organization.
- Provide illustrative renderings, diagrams, and preliminary site plans to facilitate evaluation of architectural character and operational flow.
- Identify swing-space requirements and strategies for each alternative, including temporary facilities and continuity of operations.
- Conduct community engagement workshops and a public presentation to City Council for feedback.
- Prepare a Conceptual Design Report summarizing alternatives, preliminary cost estimates, sustainability considerations, and pros/cons of each approach.
- Obtain City Council approval on a preferred concept prior to proceeding into schematic design.

30% Design Submittal & Review. The Firm will submit the 30% complete Design Development Set of the proposed demolition and construction of the Police and Public Works facilities for City review, including renderings. The Firm will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. The 30% submittal will be provided three weeks prior to the following Core Team meeting to review City Comments. The 30% submittal will include:

- Cover sheet and plan sheets with base mapping and preliminary details.
- Concept renderings
- Cut sheets for equipment/appurtenances.
- Schematic Materials Palette
- Coordination of utilities
- Project schedule update
- 30% construction cost estimate
- Table of Contents list for technical specifications
- Water Efficiency design calculations
- Energy model
- Status of application for PG&E
- LEED checklist on track to meet LEED Gold certification
- Documentation of outreach with franchise utility companies for facilities needing to be relocated or adjusted to grade as a result of the proposed construction activities

Page Turn Meeting. The Firm will prepare for, facilitate, and document a page turn meeting in which the Core Team will review the 30% design submittal for the construction of the facilities. The Firm will present the design submittal including key features of the plans and answer questions and note any initial comments. The City will then review the plans and provide complete comments following the meeting.

Presentation. The Firm shall present the 30% plans to the City Council for review at a public meeting. Feedback from the Council/Public will be received and incorporated in the design documents.

75% Design Submittal & Review. The Firm will submit the 75% complete Design Development Set of the construction of the Police and Public Works facilities for City Review, Plan Check, Constructability Review and Bid-Ability review. The Firm will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. The 75% submittal will include:

- 75% Plans with all subcontracted work accounted for in this submittal and all project details accounted for.
- 75% specifications including technical specifications and special provisions, with recommended changes in track changes format.
 - Bid schedule and item descriptions
 - A list of minimum required submittals during construction
 - List of information available to Bidders (provided by City)
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A table list of material warranties, and associated warranty periods
- Updated Materials Palette
- Project schedule update
- 75% construction cost estimate (bid schedule)
- Explanation of how utility conflicts have been resolved or a timeline for resolution
- Responses to the City's 30% review comments
- New utilities
- LEED Gold checklist

100% Design Submittal & Review.

The Firm will submit the 100% complete Design Development Set of the construction of the Police and Public Works facilities for City review, plan check, constructability review and bid-ability review. The Firm will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. The 100% submittal will include:

- Peer review
- Written Responses to City Comments
- Meeting Documentation
- 100% specifications
- Reviewed bid instructions
- Finalized technical specifications
- Finalized Special Provisions
- Finalized Materials Palette
- Project schedule update
- 100% construction cost estimate
- Responses to the City's 75% review comments, along with return of mark ups
- New utilities
- LEED Gold check list
- PG&E new service
- Preparation of building permit application for submittal to the City Building Department

Phase 3: Bid Services

Submittal of Bid Package. Once design is complete, the Firm will submit the Bid Package for construction of the facility. The Bid Package will incorporate the City's final comments from the 100% submittal, including incorporation of all other team and stakeholder comments. The Bid Package submittal will include hard copies and digital format (PDF and native format) of each of the documents listed below:

- One hard copy full size set of technical drawings stamped and signed on each sheet by the Architect of Record and by discipline, as well as a PDF digital copy.
- Technical specifications, with cover sheet stamped and signed by all required disciplines in PDF format.
- Final project schedule update
- Final construction cost estimate
- LEED Gold Checklist

Bid Services. Bid Services will support the bid process through the City's Project Manager ("PM"). During bidding, all communications will be directed through the City's PM. This will include:

- Firm attendance at a pre-bid meeting
- Response to all bidder's requests for information (RFIs)
- Support City's coordination efforts to inform plan-holders of significant responses to RFIs.
- Preparation of addenda as necessary. If addenda to bid documents are extensive and are because of the Firm's work product, conformed documents shall be prepared at no expense to the City. City will provide reproduction services.
- Responses to Request for Information
- Addenda
- Conformed Documents, if required

Phase 4: Construction Services

Construction Services. Construction Services will support project construction through the City or the City-hired Construction Management contractor. This phase will include:

- Attend and prepare information for a coordination meeting between the Firm and the construction management team. The Firm shall be prepared to:
 - Address key project design drivers
 - Address possible construction pitfalls as it relates to meeting design intent
 - Discuss items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
 - Attend the pre-construction meeting
 - Attend approximately 10 periodic construction progress meetings, but quantity will be adjusted as appropriate to the schedule and pace of the work
 - Participate in the final walkthrough and development of punch lists.
 - Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications.
 - Stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. Firm shall ensure that all changes are in compliance with the applicable codes and coordinate with DSA.
 - Review and respond to all submittals within the period allocated in the contract documents.
 - Review any proposed substitutions, if any, for conformance to plans and specifications.

- Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
- LEED Checklist and corresponding letter by project LEED AP noting intent to achieve LEED Gold
- Prepare Record Drawings based upon red-lines provided by the contractor and field reviews.
- Provide Meeting Documentation
- Participate in the “Lessons Learned Meeting” with all parties at the end of the project

Reimbursable Expenses and Markups. For preparation of the cost proposal template and invoicing during the project, no markups shall be allowed on reimbursable expenses and the maximum markup on each sub-consultant shall be 5%. Optional services, if any, may be included as separate line items in the cost proposal.

VI. SUBMITTAL REQUIREMENTS

A. Proposal Requirements. The proposal should include elements and be organized in the order presented below.

1. Transmittal or Cover Letter
 - a. To the attention of: Nova Romero, City Clerk, P.O. Box CC, Carmel-by-the-Sea, CA 93921
 - b. Signed by an officer of the prime consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.
2. Acknowledgement of Addenda
 - a. If any addenda are issued, you must acknowledge your receipt of them either by including a statement in your transmittal letter or by returning signed addenda with the proposal.
3. Firm Profile and Project Team
 - a. The prime consultant and/or sub-consultants (if applicable) must be able to demonstrate expertise, experience, and the ability to provide the services and complete the tasks described in Section VI Scope of Services. The expertise and experience must include, but is not limited to, electrical, mechanical, and structural engineering, police facilities, and architectural services. Include a brief description of the prime consultant firm (firms) and sub-consultant team (if applicable), including number of employees and years in business.
 - b. Prime(s): Provide a detailed resume of the proposed principal-in-charge, the lead engineer, and any other parties that will be responsible for this project. The lead engineer shall be a full-time employee of the prime(s). Clearly identify each individual's relevant experience (former projects) with photos.
 - c. Sub-Consultants: Provide a detailed resume of the proposed Project Manager (“PM”), who shall be a full-time employee of each sub-consultant for this project, including police/public safety consultant(s). Clearly identify the PM's relevant experience (former projects) with photos.
 - d. Confirm that the key project personnel identified by the prime consultant and sub-consultants shall not be substituted without approval of the City. The City must also approve any new, key team members.
 - e. A table of organization setting forth the project manager, supporting staff, and sub- consultants.

4. Relevant Experience – Prime and Sub-Consultants

- a. Describe experience in providing the necessary services for at least two (2) projects similar in size and scope to the individual projects listed in Section I.C. Project Description, with a minimum construction value of at least \$750,000 for each example project. For each project, provide the following information:
 - Client name, project name and location.
 - Description of project scope.
 - Month and year commenced and was (or will be) completed.
 - Project construction cost.
 - Contract amount.
 - Firm's project responsibility.
 - Names of key personnel involved in working on the projects.
 - Two (2) client references for each project, including contact names, addresses, and telephone numbers.

5. Project Approach, Organization, and Local Presence

- a. With reference to Scope of Services section. Project Information of this RFP, present your approach and organization for providing services on these projects. Indicate your understanding of the critical project elements, including police and public works operations and functionality, and what special approaches your team will feature to manage these elements.

6. Project Timeline and Schedule

- a. Layout the proposed timeline of the project through completion of construction and post-construction occupancy review, including swing space and an alternative timeline that takes a phased approach to construction allowing the police and public works departments to stay open during construction.
- b. Describe the time schedule for each proposed task and subtask. Indicate proposed work periods, milestones, and proposed completion dates, as well as anticipated regular meeting periods

7. Additional Services

- a. The consultant may propose any additional, optional services it believes would complement or augment the scope of services requested by this RFP. The City reserves the right to consider these additional, optional services in its evaluation of proposals and may, at its sole discretion, award additional, optional services to any proposer.

8. A summary of the consultant's understanding of the contract requirements as a whole and the unique capabilities to perform the services required.

9. An identification of any modifications to the attached Professional Services Agreement (APPENDIX A) the consultant would require prior to entering into an agreement with the City.

B. Cost Proposal and Hourly Billing Rates. The Proposer shall provide a separate fee proposal for the requested services. The actual dollar fee paid to the Firm shall be fixed. The Proposer's cost proposal shall also include all fees to be paid to their consultants. In addition to the fixed fee for the project, the Proposer shall provide a schedule of hourly billing rates for the various levels of staff who may participate in the project, should the need for extra services arise. No additional markup will be allowed on fees quoted unless authorized by the City Council. Payments to the Firm shall be made on a monthly basis and shall be in proportion to services performed.

All prints and reproduction charges for documents used by the Proposer and their consultants for their “in house” use are to be included in the contract price. Electronic copies of any prints are preferred for City check sets, progress sets and all plans required for City plan checks. If paper copies are needed they will be requested specifically by the City and will be considered reimbursable expenses. All reimbursable expenses shall require prior authorization from the City.

1. The Proposer shall provide a cost proposal to accomplish each deliverable and task (per Scope of Services Section).
2. The Proposer and sub-consultants shall provide a complete list of all staff hourly rates of the positions by name that would be invoiced, i.e., Principal, Lead Engineer, CAD drafter, Administrative Support, etc. Hourly rates shall be divided into base salary, fringe benefits, overhead, indirect cost surcharges, profit, consistent with Caltrans Local Assistance Procedures Manual for federally-funded A&E contracts.
3. The Proposer shall self-perform at least 50% of its proposed contract amount.
4. The contract amount will be an actual cost-plus-fixed fee with a maximum not-to-exceed amount. During the contract term, there is no provision for hourly rate increases or adjustments. If an amendment to extend the contract expiration becomes necessary, hourly rate increases/adjustments will be permitted in accordance with Caltrans LAPM and applicable local ordinances.
5. The proposal shall show a lump sum cost estimate for each task identified with a breakdown. In addition, sub-consultants should be identified in the scope of work.
 - a. Provide cost estimates for each subtask by classifications, providing hourly billing rates for personnel, with the estimated total based on hourly estimates. The estimate shall include all clerical, administrative, and support functions.
 - b. The cost estimate shall include provisions for meeting with the agency to report progress of the work

VII. INSTRUCTIONS FOR PROPOSAL

A. Format Of Envelope for Proposal. The Proposer shall deliver the proposal in a sealed envelope clearly marked on the outside: “POLICE & PUBLIC WORKS FACILITIES - COST PROPOSAL” as well as the name of the proposer.

B. Proposer’s Signature / Cover Letter. An authorized representative of the Proposer shall sign the cover letter which identifies the legal name of the Proposer, along with name of contact person, address, phone number, and email address. The cover letter may also be supplemented by a brief narrative about why the proposer is interested in this opportunity.

C. Contents Of Proposal. In addition to the cover letter, the Proposer shall provide five sections in the following order: (A) Qualifications and Related Experience of Proposer, (B) Approach to Scope of Services, (C) Project Timeline and Schedule, and (D) If applicable any additional proposed services not covered in this Request for Proposals.

D. City’s Review Of Proposals. After the proposals are received, an evaluation committee consisting of City staff, City Council representatives, and selected technical experts (e.g.: 3rd party architect) shall review all proposals for responsiveness to the RFP. In reviewing the proposals, the City will consider all elements identified in the Evaluation Criteria section shown below.

E. Award Of Agreement. Upon completion of the review period, the City shall notify those Proposers who will

be considered for further evaluation. All Proposers so notified shall meet with the City's designated Manager(s) to discuss entering into a Professional Services Agreement for architectural services for the demolition and construction of the Police and Public Works facilities.

1. If the City determines, after further evaluation and negotiation, to award a Contract, a Contract shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both the Proposer and the City.
2. The City reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal.

F. Proposals Are Public Records. Upon delivery of its proposal to the City, the proposal is the property of the City and a public record.

1. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
2. If a Proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) upon request from the City, identify the legal basis for the exception from disclosure under the Public Records Act; and (3) defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

VII. EVALUATION CRITERIA

The City is seeking comprehensive proposals addressing all sections identified. The maximum number of pages for the proposal, including cover letter, contents, resumes, and exhibits, shall not exceed 30 pages. Covers and tabs are not counted. The following criteria will be considered and scored by the City:

1. Responsiveness to this RFP – **Pass/Fail**
2. Understanding of Carmel design context – Demonstrate ability to design public buildings that fits seamlessly within Carmel-by-the-Sea's small-scale, historic, and natural environment. **15 pts**
3. Municipal experience – Technical experience in delivering municipal building projects with emphasis on police stations and public works facilities. **15 pts**
4. Demonstrate understanding of police and public works operations and/or plan to include a professional consultant as part of the team to ensure operational needs are met post-construction. **10 pts**
5. Project Understanding – Understanding of the project requirements, familiarity with available construction methods, recognition of potential project challenges, limitations and benefits. **10 pts**
6. Familiarity with Local Government Project Development Procedures and projects in Carmel. **10 pts**
7. Problem Solving – Firm and project team's ability to problem solve construction issues effectively and to be situationally adaptable including ADA compliance and Healthy Building considerations. **10 pts**
8. Approach to Communicating with the City/Local Presence – Ability to commit and maintain staff for the

duration of the project for management, inspection, and testing. **5 pts**

9. Personnel Qualifications – Detailed list of qualifications of staff and consultants to be assigned to the project **10 pts**
10. Quality of swing space analysis – Thoroughness, creativity, and practicality of the plan to maintain continuous operations for both departments during demolition and construction. **10 pts**
11. Additional Services and Firm Flexibility – Firm's ability to provide additional services that may be a part of an individual project's conceptual, environmental, design, or construction management phase, using other resources available within the firm or its subconsultants. **5 pts**

TOTAL: 100 pts

Based on the recommendation of a selection committee composed of City representatives, the City will select firms to interview. Final approval will be at the discretion of the City Council of Carmel-by-the-Sea. The City, with input from the City Administrator and staff, reserves the right to negotiate directly with only one (1) firm or discontinue this process at any time.

APPENDIX 1:

***TENTATIVE SCHEDULE - RFP #2025-25-xxx**
ARCHITECTURAL SERVICES CONTRACT
New Police and Public Works Facilities

Date	Activity
TBD week of July 29, 2025	Ad Hoc Committee Review of RFP
Tuesday, September 9, 2025	City Council Review of RFP
Thursday, September 25, 2025	RFP released
Wednesday, October 8, 2025	Mandatory Walk-through
Friday, October 31, 2025	Questions from architects due
Friday, November 7, 2025	Answers to questions from City due
Friday, November 14, 2025	Proposals due - postmarked no later than 08/23
Week of November 24, 2025	Meet with and distribute proposals to review committee
Week of December 1, 2025	2nd meeting with review committee to select proposers for interviews
Week of December 7, 2025	Interviews with selected Architectural Firms
Week of December 14, 2025	Deliberations
Wednesday, January 9, 2026	Final selection
January 9 th through 23 rd , 2026	Contract negotiations
Tuesday, February 3, 2026	City Council contract approval

*This schedule is subject to change. Proposers will be notified of any amendments to this schedule.

APPENDIX 2: SAMPLE PROFESSIONAL SERVICES AGREEMENT**PROFESSIONAL SERVICES AGREEMENT**

for the

**[Name of the Project and/or type of services
Agreement #]**

THIS AGREEMENT is executed this ____ day of _____, 202__, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and **[Name of Consultant]**, (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: **[insert general description of the scope of work]**. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto.

B. **Change Orders**. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written Change Order to this Agreement ("Change Order"), signed by the City and Consultant, prior to commencement of any such changes of the Services. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without an executed Change Order issued prior to proceeding with amended services. All other terms of this Agreement shall apply to authorized Change Orders.

2. COMPENSATION

A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed _____ Thousand _____ Hundred and _____ Dollars (\$_____.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. Payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the Services have been satisfactorily performed.

B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:

- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
- ii. Invoice number and date;
- iii. A brief description of services performed for each project phase and/or task;
- iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;

- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

C. **Adjustment of Fees**. The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.

D. **Hourly Rates**. Payment for all authorized services, including payment for authorized on-call, as-needed services, shall be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Fee Schedule (Exhibit "B").

E. **Subconsultants and Vendors**. Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts:**

i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.

ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.

iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.

v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder. All records, which pertain to actual disputes, litigation, appeals or claims, shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

[INCLUDE THE FOLLOWING SECTION IF PSA IS FOR AN ON-CALL AGREEMENT OR CONTAINS OPTION FOR ON-CALL WORK]

G. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as defined in written work requirements issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. The City does not guaranty a minimum dollar value of work.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence by [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.

B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

C. **Project Schedule.** Services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "C". The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.

[THE FOLLOWING PARAGRAPH TO BE INCLUDED IF A PROJECT SCHEDULE IS NOT REQUIRED BUT SPECIFIC PROJECT DATES ARE KNOWN OR REQUIRED]

If a Project Schedule is not required, Consultant shall perform the Services under this Agreement in accordance with the following phase, task and/or milestone dates:

[List phase, task, milestone, funding, design, design review, construction and other deadline dates as applicable]

D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

A. **Listed Employees and Subconsultants**. Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "A".

B. **Substitution of Employees or Subconsultants:**

i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "A" without the prior written approval of the City, and such approval shall not be unreasonably withheld. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.

iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.

C. **Sub-agreements with Subconsultants**. Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

D. **Not an Agent of the City**. Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by

Consultant being considered an employee of the City. Consultant is not, and must not claim to be and agent of the City.

E. Independent Contractor:

i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

C. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Representative, its agents, or employees with regards to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.

D. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnatee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
- i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement shall not be canceled, except with prior written notice to the City.
 - iii. The general liability and auto policies shall:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea shall be excess to the Consultant's insurance and shall not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
 - iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant shall file a new or

amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

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

viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services 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. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event

Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.

B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the Consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into

question;

B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;

C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;

E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.

B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City Administrator or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute shall be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator shall have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and shall be subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" shall be determined in the Arbitration, and the prevailing party shall be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs shall include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees shall be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:

a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and

b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.

B. Venue for any such action relating to this Agreement shall be in Monterey County.

C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.

B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

- C. **Force Majeure**. Either party shall be absolved from its obligation under the Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, 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.
- D. **Headings**. The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits**. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority**. Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Mayor, City Administrator, or Designee Signature

Consultant Signature

Printed Name

Printed Name

Title

Title

Consultant Legal Company Name

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

DRAFT							
CARMEL POLICE SITE SPACE USE: EXISTING, REQUIRED, AND WANT							
SITE						Staff Commentary/Description	Staff's SF
	SPACE	EXISTING	REQUIRED	WANT	PROVIDED		
		TOTAL SF	TOTAL SF	TOTAL SF	TOTAL SF		
PUBLIC PARKING		10,560	4,600	0	10,516	New Total	0
	VISITOR PARKING	0	1,000	0	4,212		
	VISITOR ACCESSIBLE PARKING	0	800	0	886		
	PUBLIC PLAZA	9,350	800	0	4,418		
	BUILDING ACCESS RAMPS, ETC	0	2,000	0	900		
	NON-ACCESSIBLE ACCESS STAIRS, ETC	1,210	0	0	100		
SECURE SWORN & STAFF PARKING		0	4,400	5,300	3,377	New Total	0
	STAFF PARKING	0	0	2,500	0		
	STAFF ACCESSIBLE PARKING	0	0	800	0		
	PATROL PARKING	0	3,000	0	3,077		
	OTHER FULL-SIZE SPACES	0	500	2,000	0		
	COMPACT SPACES FOR METERING	0	900	0	0		
	BUILDING ACCESS RAMPS, ETC	0	0	0	0		
	MOTORCYCLE PARKING	0	0	0	300		
NON-SECURE STAFF PARKING		3,950	0	0	2,000	New Total	0
	MIXED PARKING	3,950	0	0	2,000		
SALLY PORT		0	0	1,520	0	New Total	0
	FENCED VEHICLE PULL-IN/ PULL-THROUGH	0	0	500	0		
	PATROL BIKE GARAGE	0	0	240	0		
	EVIDENCE BIKE ENCLOSURE	0	0	240	0		
	K-9 KENNELS	0	0	540	0		
OTHER POLICE SITE USE		2,670	2,000	3,000	6,650	New Total	0
	LANDSCAPING	2,000	2,000	0	6,278		
	STORAGE & KENNELS (NON-SECURE)	670	0	0	372		

	SECURE COURT FOR STAFF	0	0	1,500	0		
	PASSANGER DROP-OFF	0	0	1,500	0		
	TOTALS						
	NET SITE AREA	17,180	11,000	9,820	22,543		
	EFFICIENCY	75%	75%	75%	93%		
	GROSS AREA (ROUNDED)	23,000	25,400	#REF!	24,125		

DRAFT CARMEL POLICE BUILDING SPACE USE: EXISTING, REQUIRED, AND WANT 2024-10-22							
DIVISION						Staff Commentary/Description	Staff's SF
	SPACE	EXISTING	INDIGO 1	INDIGO 2	PROPOSED		
		TOTAL SF	TOTAL SF	TOTAL SF			
PUBLIC		210	2,130	1,945	1,090	New Total	1090
	LOBBY	210	360	360	260	Lobby is essential for patrons to access the front desk, obtain information and resources.	260
	UNISEX RESTROOM	0	70	86	70	There currently isn't a restroom aviable for the public. Nearest one is Devendorpf park.	70
	PERSONNEL SALLY PORT	0	100	0	0		
	SOFT INTERVIEW ROOM	0	140	139	100	Space would be used to interview vistims of crimes ar	100
	LIVE SCAN ROOM	0	80	0	0		
	MULTI-PURPOSE LARGE MEETING RM	0	1,080	1,066	500		500
	MPR STORAGE ROOM	0	200	179	80		80
	EOC STORAGE CLOSET	0	100	115	80		80
ADMINISTRATION		216	635	880	380	New Total	175
	CHIEF'S OFFICE W/ CLOSET	174	250	284	175	Same size as existing. Enough room to meet with 3-4 other people and for confidential conversations.	175
	DEPUTY CHIEF'S OFFICE			222			0
	ADMIN OPEN OFFICE	0	90	64	0		
	EXECUTIVE CONFERENCE ROOM	0	250	245	160		
	STORAGE ROOM	42	45	65	45		
RECORDS		0	180	496	90	New Total	90
	RECORDS OPEN OFFICE	0	90	496	0		
	SECURE FILE STORAGE ROOM	0	90	0	90	Enough room for multiple files required to be stored by Police. Although a lot of records are now stored electronically, the department has a number of files that are in hard copy and must be retained. This area would be for police reports, officer misconduct investigative reports, police training files and historic documents.	90
DISPATCH		381	340	642	369	New Total	369
	OPEN OFFICE	381	340	280	225	A 15x15 room would be sufficient for two police dispatch centers and storage for important resource information, compters and files.	225

	SUPERVISOR OFFICE			123	144	A dispatch supervisor office is needed to conduct supervisor business. The supervisor is responsible for records management, PRA requests, Police data inquiries, Report filing, and personnel supervision.	144
	REST AREA			239			
	COMMUNITY SERVICES & CODE ENFORCEMENT	0	270	315	180	New Total	180
	OPEN OFFICE (SHARED W/ RECORDS?)	0	270	315	180	This includes area for Animal Control and parking officers to work, store equipment & supplies.	180
	TRAFFIC	0	0	166	144	New Total	0
	STORAGE	0	0	0	0		
	TRAFFIC AND EVENTS COORDINATION			166	144		
	COMMUNITY ENGAGEMENT	0	340	121	190	New Total	190
	OPEN OFFICE	0	90	0	0		
	STAGING SPACE (IN OPEN OFFICE)	0	160	0	0		0
	COMMUNITY ROOM	0	0	0	0		
	STORAGE	0	90	121	90	Storage is needed for office supplies and community engagement items.	90
	V.I.P. ROOM	0	0	0	100	This is a room where VIPs could access their equipment, Supplies and have small lockers or cubbies to hold their personal belongings	100
	INVESTIGATIONS	104	410	135	388	New Total	224
	DETECTIVE OFFICE	104	120	135	144	This room is for a single detective to manage cases, conduct investigations. Detectives handle sensitive cases and often times that information is kept away from the rest of the department. Privacy is needed for these files and sensitive discussions.	144
	INVESTIGATIONS SERGEANT	0	90	0	0		
	SOFT INTERVIEW ROOM	0	0	0	144		
	INTERVIEW ROOM	0	120	0	100		
	INTERVIEW MONITOR ROOM	0	80	0	0	This is a small room for electronic recording information and a mirrored window for monitoring of interviews.	80
	CRIME ANALYST OFFICE	0	0	0	0		
	SECURE FILE ROOM	0	0	0	0		
	INVESTIGATIONS CONFERENCE RM	0	0	0	0		
	INTERNAL AFFAIRS	0	0	0	60	New Total	0

	DOCUMENT STORAGE	0	0	0	60		
	RECRUITMENT & FACILITIES (INCL. CADETS & VOLS)	0	0	0	242	New Total	140
	TRAINING ROOM	0	0	0	242		
	RECRUITMENT STORAGE	0	0	0	0	A room for police equipment is needed, including Bullertproof vests, uniforms, police leather gear, rain gear issued to new hires.	50
	FACILITIES STORAGE	0	0	0	0	This is a janitorial closet needed for storage of cleaning supplies	90
	CADETS & VOLUNTEER SPACE	0	0	0	0		
	PATROL	500	970	1,299	1,058	New Total	1058
	STAFF ENTRY	0	90	495	0		0
	DUTY WATCH OFFICE W/ CLOSET	114	120	0	0		
	COMMANDER'S OFFICE	113	0	0	144	The police commander needs an office to conduct daily meetings and for privacy as needed.	144
	SERGEANT'S OFFICES	0	180	256	144	Sergeants need privacy for conducting performace evalautions and for personal conversations with officers.	144
	REPORT WRITING/ BRIEFING ROOM	273	400	311	400	A space large enough for compter desks, shift briefing area, resouce storage and report writing. Shift briefings take palce 2-3 times a day.	400
	VEHICLE EQUIPMENT STORAGE			135	90	A closet is needed to store all the equipment removed from a patreol vehicle when it is at the garage for service. Additional equipment not always in the vehicles could be stored in this room as well.	90
	PATROL KIT LOCKERS	0	90	0	90	A small closet where patrol officers can store their duty bags while off duty. Not needed if lockerroom is large enough to store bags.	90
	ARMORY	0	90	0	90	Small room to hold weapons for department-patrol vehicle weapons removed from vehicles, additional weapons, and officer weapons removed while transporting a suspect in and around the station.	90
	POLICE EQUIPEMT STORAGE			102	100	Additional storage for excess police equipment. Uniforms, jackets, cameras, AED's, Traffic monitoring equipment, Cones, barricades	100
	JUVENILE WAITING	0	0	0	0		
	FIRING RANGE	2,070	2,070	2,084	1,850	New Total	1200

						Range reduced to 80' x 15'- Enough for 2-lanes. The range is used frequently as each officer needs to qualify 3-times a year. Range convenient and estimated to save agency \$20-\$25K a year on OT & travel costs. Not to mention the ability for retirees, CWP, guest agencies use of range. Fees for range use could be established.	1200
	25-YARD RANGE	1,850	1,850	1,766	1,850		
	FOUR STALLS	175	175	136	0		
	CLEANING ROOM	45	45	182	0		
	SWAT	0	0	107	144	New Total	144
	STAGING AREA	0	0	0	0		
	CERT EQUIPMENT STORAGE			107	144	Room needed for CERT response equipment. Currently in two closets at Vista Lobos.	144
	STAFF	724	1,440	1,565	1,400	New Total	1220
	BREAK ROOM	250	250	244	250	Area needed for police personnel to eat and take a break.	250
	PHYSICAL TRAINING/ GYM	0	420	514	300	Space needed for physical wellness for officers. This job has a physical fitness requirement and a gym should improve health, reduce injury.	300
	ALL-GENDER LOCKER ROOM	0	700	477	700	Lockerooms needed for officers to change for shifts, shower and store equipment.	600
	MEN'S LOCKER ROOM	230	0	0	0		
	WOMEN'S LOCKER ROOM	201	0	0	0		
	UNISEX SHOWER W/ TOILET	43	70	300	70	Toilets are a must, showers -especially if there is a gym but also for decontamination.	70
	BUNK ROOM/ QUIET ROOM	0	0	0	0		
	LAUNDRY PICK-UP SPACE	0	0	30	30		
	RESTING/LACTATION ROOM				50		
	BOOKING	81	190	310	190	New Total	190
	INTAKE ROOM	81	120	0	120	Small room to process suspects. This room can also double as a suspect interview room. Only issue is if there are multiple suspects.	120
	SOFT INTERVIEW ROOM	0	0	0	0		
	HARD INTERVIEW ROOM	0	0	164	0		
	INTERVIEW MONITOR ROOM	0	0	75	0		0
	BOOKING TOILET	0	70	71	70	A toilet is helpful when suspects have to relieve themselves. Some bookings/interviews take hours.	70
	TEMPORARY HOLDING CELL	0	0	0	0		
	SECURE STORAGE	0	0	0	0		

	TESTING	0	0	0	0		
	PROPERTY	384	1,420	1,426	620	New Total	620
	EVIDENCE PREPARATION	0	120	129	0		
	EVIDENCE PROCESSING	0	200	141	120	A space where officers can safely process and package evidence is needed.	120
	MAIN STORAGE	315	900	991	400	A space large enough for all the evidence we take in. Despite our efforts to return and purge evidence. Some must be retained for court appearances and or identification of victims.	400
	HIGH VALUE STORAGE	69	100	165	100	A separte space within the evidence room where we store, drugs, guns, and money	100
	COLD STORAGE	0	100	0	0		
	EVIDENCE TECH OFFICE	0	0	0	0		
	EMERGENCY OPERATIONS	641	0	0	0	New Total	840
	MAIN E.O.C. SPACE	291	0	0	0	25x30- multipurpose room used as an EOC, Large Briefing room and a space for community meetings.	750
	OPEN OFFICE	97	0	0	0		
	COMMAND CONF RM W/ CLOSET	179	0	0	0		
	E.O.C. STORAGE	74	0	0	0	Closet for storage of EOC equipment -stored until needed. Currently equipment being stored at Vista Lobos.	90
	GARAGE	190	500	0	200	New Total	200
	MOTORCYCLE BAY	190	260	0	200	Space is needed for two motorcycles and two electric bicycles.	200
	E-BIKES	0	240	0	0		
	INFORMATION TECHNOLOGY	132	220	241	130	New Total	130
	TRAINING CLASSROOM	0	0	0	0		
	TRAINING STORAGE	0	0	0	0		
	IT MANAGER'S OFFICE	0	90	0	0		
	SERVER ROOM	98	130	241	130	IT request	130
	ALARM ROOM	34	0	0	0		
	SERVICE/ UTILITY	341	140	193	140	New Total	140
	JANITOR CLOSET	40	50	50	50	Janitor closet.	50
	MECHANICAL ROOM	301	0	31	0		
	ELECTRICAL ROOM	0	90	112	90	IT/PW request	90

TOTALS							
NET AREA	5,974	11,255	11,925	8,865			
EFFICIENCY	77%	70%	69%	70%			
GROSS AREA (ROUNDED)	7,800	16,100	17,190	12,700			8200

Need to consider that hallway space wasn't factored into total square footage-

Should also look for space for a resting room/lactation room as needed

DRAFT

CARMEL PUBLIC WORKS BUILDING SPACE USE: EXISTING, INDIGO 1, INDIGO 2, AND CURRENTLY RECOMMENDED

SITE					Staff Commentary/Description	Ad Hoc Recommended
	SPACE	EXISTING	INDIGO 1	INDIGO 2		
		TOTAL SF	TOTAL SF	TOTAL SF		
A. PUBLIC		450	530	380	New Total	380
	LOBBY	350	360	280		280
	COUNTER	100	100	100		100
	UNISEX RESTROOM	0	70	0		0
B. ADMINISTRATION		520	520	750	New Total	350
	DIRECTORS OFFICE WITH CLOSET	250	250	280		150
	ADMINISTRATIVE COORDINATOR	170	170	280		100
	ADMINISTRATIVE ANALYST	100	100	150		100
C. FACILITY MAINTENANCE		200	200	185	New Total	120
	FACILITIES MAINTENANCE SUPERVISOR	200	200	185		120
	FACILITIES MAINTENANCE SPECIALIST	0	0	0		0
D. PROJECT MANAGEMENT		390	390	455	New Total	285
	PROJECT MANAGER	170	170	162		100
	PROJECT MANAGER	120	120	162		100
	PLAN LAYOUT AREA & STORAGE	100	100	132		85
E. ENVIRONMENTAL PROGRAMS		270	470	505	New Total	100
	ENVIRONMENTAL PROGRAMS MANAGER	170	170	162		100
	ADMIN TECHNICIAN (3)	100	300	255	Provided in G. ADDITIONAL SPACES	
	LAB	50	50	88		
F. FOREST, PARKS, & BEACH		340	270	409	New Total	150
	CITY FORESTER	170	170	162		150
	ASSISTANT CITY FORESTER	100	100	162		0
	PERMIT TECHNICIAN	70	70	85		0
	TREE CLIMBER & CARE SPECIALIST	0	0	0		
	MAINTENANCE WORKERS	0	0	0		
G. ADDITIONAL SPACES		0	0	672	New Total	500
	OFFICE (1)	0	0	162		100
	OPEN OFFICE (6)	0	0	510		400
H. STREET MAINTENANCE		290	120	315	New Total	200
	PW SUPERINTENDENT	170	170	192		100
	STREETS SUPERVISOR	120	120	123		100
I. SHARED SPACES		1,405	1,620	2,092	New Total	1265
	OFFICE SUPPLIES, COPY AREA, MAIL	200	200	144		120
	OFF-SITE MAIL ROOM	100	0	0		0
	VOLUNTEER STORAGE	100	100	65		
	ALL GENDER LOCKER ROOM W/CHANGING ROOM	35	700	852		500
	DEPARTMENT MEETING ROOM	0	0	0		0
	EXECUTIVE MEETING ROOM	250	250	257		0
	FIELD STAFF MEETING	350	0	0		0
	BREAK ROOM	300	300	355		350
	LACTATION/RELAXATION ROOM	70	70	101		70
	RESTROOMS	350	350	318		200
	LAUNDRY SPACE - STORAGE FOR PICK UP	25	25	0		25
J. SERVICE/UTILITY		300	300	255	New Total	300
	JANITOR CLOSET	50	50	41		50
	IT SERVICE ROOM	50	50	55		50
	MECHANICAL ROOM	100	100	66		100
	ELECTRICAL ROOM	100	100	93		100
TOTALS						
	TOTAL SQUARE FOOTAGE	4,165	4,420	6,018		3,650

CARMEL PUBLIC WORKS BUILDING YARD SPACE: EXISTING, INDIGO 1, INDIGO 2 AND CURRENTLY RECOMMENDED					
DIVISION				Staff Commentary/Description	Ad Hoc Recommended
	SPACE	EXISTING	INDIGO 1	INDIGO 2	
		TOTAL SF	TOTAL SF	TOTAL SF	
K. PUBLIC PARKING		1,330	7,690	5,203	New Total 0
	VISITOR PARKING	500	6,000	4,212	0
	VISITOR ACCESSIBLE PARKING	800	1,600	886	0
	BIKE PARKING	30	90	105	0
L. STAFF PARKING		1,830	0	0	New Total 0
	ADMIN PARKING	500		0	0
	FIELD PARKING	500		0	0
	ACCESSIBLE PARKING	800		0	0
	BIKE PARKING	30		0	0
M. PUBLIC WORKS VEHICLE PARKING		4,500	11,800	11,516	New Total 9000
	PARKING, CARS, AND PICK UPS (14)	500	7,000	4,905	5000
	HIGH RANGER BAY	800	800	6,611	800
	BACKHOE BAY/AWNINGS	800	800	0	800
	LOADER BAY/AWNING	800	800	0	800
	SWEEPERS (2)	800	1,600	0	800
	TRUCK DELIVERIES (PARTS)	800	800	0	800
N. WORKSHOP/FABRICATION		3,700	3,700	3,967	New Total 3700
	WOOD SHOP	400	400	440	400
	PAINT SHOP BUILDING	400	400	915	400
	WELDING SHOP	400	400	336	400
	FACILITIES SHOP	400	400	262	400
	SIGN SHOP	400	400	308	400
	TOOLS STORAGE AREA	400	400	227	400
	MATERIALS STORAGE - STREETS	400	400	336	400
	FORESTRY STORAGE	200	200	603	200
	IRRIGATION SUPPLIES	200	200	0	200
	NURSERY STORAGE	500	500	540	500
O. FLEET MAINTENANCE & STORAGE		3,300	2,500	2,530	New Total 3300
	FLEET MAINTENANCE SHOP W/STORAGE	2,000	2,000	1,984	2000
	WASH BAY TRUCKS & EQUIPMENT	800	0	0	800
	WASH BAY (2)	500	500	546	500
	FUELING	0	0	0	0
	GASOLINE	0	0	0	0
	DIESEL	0	0	0	0
	ELECTRIC CHARGING	0	0	0	0
P. YARD SPACE		18,000	15,000	3,206	New Total 6206
	OPERATIONS SPACE	15,000	15,000	2,206	2206
	GENERATOR	400	400	1,000	400
	MAINTENANCE PARTS & MATERIAL SPACE	400	400	262	400
	TRASH ENCLOSURE	300	300	102	300
	COVERED STORAGE	400	400	400	400
	SAND	500	500	500	500
	GRAVEL	500	500	500	500
	MULCH	0	0	0	1000
	LOGS	0	0	7,108	0
	HAZARDOUS MATERIALS STORAGE	500	500		500
	OFFICE & RESTROOM				0
TOTALS					
	TOTAL SQUARE FOOTAGE	32,660	40,690	26,422	22,206



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

September 9, 2025
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Marnie Waffle, Principal Planner, AICP

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-080 authorizing the City Administrator to enter into a Professional Services Agreement (PSA) with Opticos Design, Inc., for a not-to-exceed fee of \$180,000 to prepare objective design and development standards (ODDS) for accessory dwelling units, multifamily residential, and mixed-use residential (*Estimated time - 30 minutes*)

RECOMMENDATION:

Adopt Resolution 2025-080 authorizing the City Administrator to enter into a Professional Services Agreement (PSA) with Opticos Design, Inc., for a not-to-exceed fee of \$180,000 to prepare objective design and development standards (ODDS) for accessory dwelling units, multifamily residential, and mixed-use residential.

BACKGROUND / SUMMARY:

Executive Summary:

The City Council adopted the 6th cycle Housing Element on April 8, 2024. One of the implementation programs is the creation of objective design and development standards (ODDS) for multifamily housing. In December 2024, the city released a Request for Proposals (**Attachment 4**) to solicit a consultant to prepare the ODDS. The City Council will consider adopting a Resolution (**Attachment 1**) authorizing a Professional Services Agreement with Opticos Design, Inc., for the preparation of ODDS for Carmel-by-the-Sea (**Attachment 2**).

Background:

Objective design and development standards aim to eliminate subjectivity from the design review process, thereby reducing the time required to process multifamily housing applications while allowing cities and counties to maintain control over local character.

6th Cycle Housing Element

The City Council adopted the 6th cycle Housing Element on April 8, 2024. Chapter 2 of the Housing Element contains the Goals, Policies, and Programs. Goal HE-1 is to facilitate housing construction. Policy 4 is to improve development review and approval processes. Program 1.4.B is to create objective design and development standards to provide clarity and more objectivity in the review of multifamily housing projects.

The intent of adopting objective design and development standards (ODDS) is to incentivize and accelerate the construction of affordable housing. Program 1.4.B states the City will create ODDS for multifamily housing projects that include at least one deed-restricted affordable housing unit. Additionally, housing projects located on sites listed in the Sites Inventory (Appendix C, Table C-3) that incorporate at least 20 percent of the units as affordable could also utilize ODDS.

Purchasing System (CMC Chapter 3.12)

Carmel Municipal Code Section 3.12.120 (Professional Services) allows the city to utilize requests for proposals (RFP) when considering the retention of professional services. “Professional Services” is defined as services provided to the city by independent consultants that are predominantly intellectual and varied in character – as opposed to manual or routine in nature – which require specialized knowledge of an advanced type generally acquired from study at an institution of higher learning, and entail the exercise of a wide degree of discretion and judgment when performing the services (e.g., lawyers, engineers, architects, certified public accountants and land use planners).

Request for Proposals (RFP)

The city released a Request for Proposals (RFP) on December 18, 2024 (**Attachment 4**). The deadline to submit proposals was February 3, 2025. Firms had 6 weeks to submit proposals; however, only one proposal, from William Fisher Architecture, was received. The overlap between the release of the proposal in mid-December and the holiday season may have affected the response rate. As a result, the city extended the RFP deadline twice: first to March 3rd and then to March 24th. As a result of the two extensions, the city received two additional proposals, one from M-Group and the other from Opticos (**Attachment 3**).

City staff reviewed all three proposals and found two to be responsive to the RFP: M-Group and Opticos. Both firms are well-qualified to prepare objective design and development standards and have demonstrated experience and proficiency in producing ODDS for various municipalities throughout California. The Community Planning and Building Department staff reviewed both proposals and interviewed the firms on their approach to the project before selecting the best candidate. Opticos

Design was chosen due to their depth of experience, detailed proposal, and approach to developing ODDS for Carmel.

Opticos Design, Inc.

Opticos is a nationally recognized urban design, planning, and architecture firm passionate about creating vibrant, healthy, and sustainable places. For over 25 years, they have prepared downtown plans, revitalization strategies, and form-based codes (FBCs), including ODDS, for 23 California communities seeking compliance with new pro-housing State Laws, and provided strategic advice for communities nationwide. They have maintained a consistent and highly respected track record with private and public clients who seek quality design responsive to local context and public processes that are inclusive and effective in navigating complex local issues. They collaborate with the public, the development community, and planning staff to develop solutions and standards that deliver high-quality design and more housing choices. Opticos Design is well known for its work on [missing middle housing](#) and authored the [Association of Bay Area Governments \(ABAG\) Handbook on Objective Design Standards](#).

Project Scope

The preparation of ODDS is divided into two phases: Phase One is for ADUs, and Phase Two is for Multi-Family/Mixed-Use buildings. ODDS for ADUs have been prioritized in Phase One and will be prepared in the first 4 months of the project. The following 4 months will focus on developing ODDS for multifamily and mixed-use projects. Including adoption hearings, the project is estimated to take 12 months to complete. Below is a summary of outreach efforts included in the proposal.

- Virtual Local Industry Roundtable (1)
- In-Person Community Meetings (1)
- Virtual Planning Commission Study Sessions (2)
- In-Person Adoption Hearings (2)

The approach to developing ODDS will be based on a field visit and microscale documentation of properties in Carmel, as well as their design elements. A range of styles will be identified along with their character-defining details. This information will be used to engage the community in conversations about preferred architectural styles. Up to three architectural styles will be selected as prevalent styles and will form the basis for the ODDS. Within each style, a menu of design standards will be available, presented in an easy-to-use, graphically rich design format. The ODDS will meet applicable State law for projects that qualify for a streamlined application review.

Environmental Review

CEQA Guidelines Section 15378.b.5 states that a project does not include governmental fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. The action by the City Council would authorize the City Administrator to enter into a PSA

with a consultant to prepare ODDS that may be utilized for future unknown developments. It is not an activity that would result in either a direct or indirect physical change to the environment. Therefore, it is not a project subject to CEQA, as defined in Public Resources Code Section 21065 and CEQA Guidelines Section 15378.

FISCAL IMPACT:

The initial budget estimate was just under \$200,000. The consultant worked with staff to refine the scope of work and reduce the budget to \$180,000, excluding optional tasks. Additionally, the city secured grant funding in the amount of \$79,985 as part of the Regional Early Action Planning (REAP) 2.0 program.

PRIOR CITY COUNCIL ACTION:

The preparation of objective design and development standards is an implementation measure of the 6th cycle Housing Element adopted by the City Council on April 8, 2024.

ATTACHMENTS:

1. Resolution 2025-080
2. PSA - Opticos Design Inc
3. EXHIBIT A - Proposal submitted by Opticos
4. RFP for Objective Design and Development Standards Consultant

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2025-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA FINDING THAT AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT IS NOT A PROJECT UNDER CEQA AS DEFINED IN PUBLIC RESOURCES CODE SECTION 21065 AND CEQA GUIDELINES SECTION 15378 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OPTICOS DESIGN INC., FOR A NOT-TO-EXCEED FEE OF \$180,000, TO PREPARE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS FOR MIXED-USE RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, AND ACCESSORY DWELLING UNITS

WHEREAS, on April 8, 2024, the City Council adopted the 6th cycle Housing Element, and on April 24, 2025, it was certified by the State of California Housing and Community Development (HCD) Department as being in substantial compliance with State law; and

WHEREAS, Program 1.4.B, Objective Design and Development Standards, has been included in the 6th cycle Housing Element to reduce subjectivity and uncertainty in the design review process and accelerate the review and approval process; and

WHEREAS, the City issued a Request for Proposals (RFP) on December 18, 2024, with a deadline of February 3, 2025; and

WHEREAS, due to a low response rate, the city extended the deadline twice, first to March 3rd and again to March 24th; and

WHEREAS, the city received a total of three proposals, two of which met the minimum qualifications outlined in the request for proposals; and

WHEREAS, staff reviewed the two proposals, one from M-Group and the other from Opticos Design, Inc., and found both to have the qualifications and experience to prepare objective design and development standards for Carmel-by-the-Sea; and

WHEREAS, staff selected Opticos Design, Inc. as the most qualified consultant based on their form-based approach to objective design and development standards and extensive use of graphics to depict design elements; and

WHEREAS, Opticos Design, Inc.'s experience includes authoring the Objective Design Standards Handbook for residential and mixed-use projects for the Association of

Bay Area Governments (ABAG), for the cities of Santa Barbara and San Anselmo, and many other communities; and

WHEREAS, the project will be funded in part by a REAP 2.0 grant in the amount of \$79,985; and

WHEREAS, CEQA Guidelines Section 15378.b.5 states that a “project” does not include governmental fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. As demonstrated above, preparation of the ODDS is intended to reduce subjectivity and uncertainty in the design review process. It is not an activity that would result in either a direct or indirect physical change to the environment and is not a project under CEQA as defined in Public Resources Code Section 21065 and CEQA Guidelines Section 15378.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute a Professional Services Agreement with Opticos Design, Inc., for a not-to-exceed fee of \$180,000 to create objective design and development standards for mixed-use residential, multi-family residential, and accessory dwelling units.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 9th day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne
Mayor

Nova Romero, MMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT
OPTICOS
for the creation of
Objective Design and Development Standards (ODDS)
Agreement #

THIS AGREEMENT is executed this 9th day of September, 2025, by and between the City of Carmel-By-The-Sea, a municipal corporation (hereinafter "City"), and Opticos Design, Inc. (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced, and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: develop objective design and development standards (ODDS) for qualifying accessory dwelling units, multi-family residential, and mixed-use projects. The Scope of Services is attached hereto as **Exhibit A**. The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel, and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in **Exhibit A**, Key Personnel, Compensation, and Fee Schedule, which is made a part of this Agreement.
 - iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in **Exhibit A** to perform the

services required under this Agreement. Consultant must notify City and obtain City's written approval with respect to any changes in key personnel prior to the performance of any services by replacement personnel.

- iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- v. Consultant represents that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant will at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. **Familiarity with Services and Site.**

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state, or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing there, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. **COMPENSATION**

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation, and Fee Schedule (**Exhibit A**), for a base scope of work (not including optional tasks) in an amount not-to-exceed **\$180,000.00**. Should City elect to engage Consultant in optional tasks, the procedures set forth in subsection 1.B Change Orders shall be followed. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates, and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide the invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
 - i. Project Title, the City's Purchase Order number, and the City's Project Code(s) for each project;
 - ii. Invoice number and date;

- iii. A brief description of services performed for each project phase and/or task;
- iv. The budgeted amount for each phase, task, and item, including the total amount, with the same for approved Change Orders, if any;
- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom, and their hourly rate for each phase, task, and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices, including hourly breakdowns when requested by City; and
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. Consultant must submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month.

The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that Consultant submits an invoice which is not incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated

to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

The City is not obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state, or local laws and regulations for Consultant, its employees, subconsultants, and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Payment for all authorized services will be made by the City to Consultant in accordance with the hourly rates as set forth in the Consultant's Key Personnel, Compensation & Fee Schedule (**Exhibit A**).
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the rates as set forth in the Consultant's Compensation & Fee Schedule (**Exhibit A**). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
 - i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant must disclose and make available any and all information, reports, books of records, or accounts pertaining to this Agreement to the City and any city of the County of

Monterey, or other federal, state, regional, or governmental agency which provides funding for these Services.

- iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts," in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records which pertain to actual disputes, litigation, appeals, or claims must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals, or claims.

3. AGREEMENT TERM

- A. **Term**. The work under this Agreement will commence upon execution of this contract and must be completed by **March 31, 2026**, unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work**. Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule**. Services must be completed by Consultant in accordance with the Project Schedule set forth in **Exhibit A**. The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in **Exhibit A**.
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant may not substitute any key employee or subconsultant listed in **Exhibit A** without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods, or processes by which Consultant performs the Services. Consultant is responsible for the performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees, and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits, including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage,

insurance, or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify, and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Marnie R. Waffle, AICP
 Title: Principal Planner
 Company: City of Carmel-by-the-Sea
 Address: PO Box CC, Carmel-by-the-Sea, CA 93921
 Telephone: (831) 620-2057
 Email: mwaffle@ci.carmel.ca.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Drew Finke
 Title: Senior Associate
 Address: 2100 Milvia Street, Suite 125, Berkeley, CA 94704
 Telephone: (510) 809-9518
 Email: drew.finke@opticosdesign.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents, or employees with regard to Services as may be required by the City to ensure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City),

indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance, including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:

- a. Admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. An insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
- iii. All liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and

volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means, including other insurance, or which is intended to defeat the intent or protection of an additional insured.

- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code

Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence, and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances, and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies), or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City, in its discretion, may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards, and pertinent data that are in the hands of the City and are required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or is unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors, or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify, and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents, and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish, or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the

City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.

- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the “PRA,” and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements identified by the Consultant as business trade secrets and are plainly marked “Trade Secret,” “Confidential,” or “Proprietary.” If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records, and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant nor any officer, principal, or employee of its firm has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant’s performance of services under this Agreement. Consultant’s attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City’s Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant’s employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this

Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;

- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm, or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement (“Dispute”) using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City’s Project Representative and Consultant’s Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant’s Principal, who will meet and confer, in good faith, to resolve the Dispute to the mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court’s Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A “Prevailing Party” will be determined in the Arbitration, and the

prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding and will be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools, and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means, including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

- C. **Force Majeure**. Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder is reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, 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.
- D. **Headings**. The headings do not govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations, and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services." Any Change Order to this Agreement will be effective only if it is in writing, signed by both parties hereto, and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits**. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs, should any difference exist among counterparts of this Agreement.
- I. **Authority**. Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-Exclusive Agreement**. This Agreement is non-exclusive, and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state, and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Chip Rerig, City Administrator

Consultant Signature

Date

Printed Name Date

Title

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, Esq., City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

Exhibit A: Scope of Services, Key Personnel, Compensation, Fee Schedule, Project Schedule

Objective Design and Development Standards Proposal

CITY OF CARMEL-BY-THE-SEA

Prepared for
City of Carmel-by-the-Sea

Proposal submitted
March 24, 2025

Document revised
August 18, 2025

Prepared by
Opticos Design, Inc.



Prepared For:



City of Carmel-by-the-Sea

Community Planning & Development
Department
Monte Verde 4 SE Ocean Avenue
PO Box CC
Carmel-by-the-Sea, CA 93921
www.ci.carmel.ca.us

ATTN: Marnie Waffle, AICP, Principal Planner
831.620.2057
housing@ci.carmel.ca.us

Prepared By:

Opticos Design, Inc.

2100 Milvia Street, Suite 125
Berkeley, California 94704
510.558.6957

We are urban
designers and
architects who
believe in the
transformative
power of
beautiful,
sustainable,
walkable
communities
for all.

Certified



Corporation™

In 2007, Opticos became a founding
B Corporation, establishing triple
bottom line of social, economic, and
environmental responsibility.

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Cover Letter

March 24, 2025

City of Carmel-by-the-Sea

Marnie Waffle, AICP, Principal Planner
Community Planning and Building Department
housing@ci.carmel.ca.us

Re: RFP for Objective Design and Development Standards for Qualifying Accessory Dwelling Units, Multi-Family Residential, and Mixed-Use Residential Projects

Dear Marnie and Selection Committee,

We are excited to submit our proposal for professional services to prepare objective design and development standards (ODDS) for Carmel-by-the-Sea!

We understand that Carmel wants ODDS that honor the architectural history and diversity of the village and generate buildings that respect the scale and character of the village through high-quality building design, architectural style, context-sensitive massing, and sensitive height transitions. We have extensive experience with these topics in preparing ODDS for over two dozen communities. The breadth of our experience provides a wide variety of approaches and solutions from which to start working with you on your ODDS to make each new building complement Carmel's unique physical character and appeal.

Opticos is a nationally recognized urban design, planning, and architecture firm passionate about creating vibrant, healthy, and sustainable places. For over 25 years, we have prepared downtown plans, revitalization strategies, form-based codes (FBC), including ODDS for 23 California communities seeking compliance with new pro-housing State Laws, and provided strategic advice for communities nationwide. We maintain a consistent and highly respected track record with private and public clients who come to us for quality design responsive to local context and public processes that is inclusive and effective in navigating complex local issues. We work together with the public, the development community, and planning staff to arrive at solutions and standards to deliver high-quality design and more housing choices.

As leaders in advocating for and creating walkable places, we specialize in implementing walkable development through form-based standards and, more recently, ODDS. We are also national leaders in advocating, writing design standards, and designing for Missing Middle Housing, which can help Carmel address small multi-family housing that is in scale with existing houses.

As a California-certified Small Business, we bring a high level of principal involvement and care to every project. As a B Corporation, our work reflects our commitment to a triple bottom line of social, economic, and environmental sustainability.

Our proposal articulates our approach to working closely with you and the community to deliver your ODDS. Key highlights of our experience and methodology include:

“Opticos was hired specifically because of their expertise in community engagement and form-based code to draft a Specific Plan for the Vallco area. Their comprehensive and thoughtful engagement strategy and ability to communicate alternatives through design and visualization, were invaluable to winning support. It was an unprecedented process, and it was a real pleasure to work with the Opticos team.”

Aarti Shrivastava
Assistant City Manager/
Director of Community
Development,
City of Cupertino, CA

■ Experience with ODDS

Our ODDS work leverages our FBC experience in creating clear and effective codes that enable streamlined permitting and review. Our ODDS work includes extensive documentation and standardization of multiple local architectural styles as well as other style-neutral best-practice strategies for design standards developed for individual communities as well as regionally applicable toolkits for Marin County and its towns; all this work readies our team for your ODDS.

■ Experience with Missing Middle Housing Implementation

We understand this scale of housing extremely well, especially through Daniel Parolek's research and book "Missing Middle Housing." We have helped communities implement Missing Middle Housing, the one- to two-story spectrum of housing choices between single-family housing and three to four-story multi-family or mixed-use development. We have done this in a wide range of ways:

- ABAG Handbook of Objective Design Standards
- ODDS for California jurisdictions, including Santa Barbara, Corte Madera, San Anselmo, Belvedere, Marin County, and Santa Rosa
- ODDS for the 82 towns and cities in the Puget Sound region of Washington state.

■ Team of Experts in Coding and Architecture

We are experts at writing design and development standards because we understand sites, buildings, and their individual design elements in detail. A key feature of our approach is our Microscale Documentation, which documents Carmel's "DNA" for desired outcomes and turns that information into ODDS that generate new buildings to complement Carmel's unique physical character and appeal.

Every project we take on is a priority for us, so staff can feel comfortable knowing we are committed to delivering the best process and products possible. Our team includes the key members with the technical expertise and experience essential to the success of this project: several who have experience working as public-sector planners or private-sector architects, giving them perspective on how these regulations are used and applied daily.

Per the requirements of the RFP, we state that we have reviewed and accept the City's contract template, with the qualification that we reserve the right to negotiate the terms of that agreement depending on the final scope of services. We are excited and ready to work with you.

Best regards,



Tony Perez

Senior Associate, Code Reform Team Leader
805.377.1209 | tony.perez@opticosdesign.com



Drew Finke

Senior Associate, Urban Design Team Leader
510.809.9518 | drew.finke@opticosdesign.com

Certification Forms



ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

The undersigned declares:

I/We Opticos Design, Inc. (Insert Name) have the following financial, business, or other relationship with the **City of Carmel-by-the-Sea** that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

No relationships may have an impact on this contract or Project.

I/We Opticos Design, Inc. (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

No other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Consultant covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Consultant certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the City. Through its submittal of a proposal, Consultant acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the City if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Consultants, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Consultant, or who has quoted prices on materials to a Consultant, is not thereby

disqualified from submitting a sub-proposal or quoting prices to other Consultants. Reasonable ground for believing that any Consultant is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Consultant is interested. If there is reason to believe that collusion exists among the Consultants, the City may refuse to consider proposals from participants in such collusion. Consultants shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Consultant, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at Berkeley [city], CA [state].

Opticos Design, Inc.

Consultant Name (Person, Firm, Corp.)

President

Title of Authorized Representative

2100 Milvia St., Suite 125

Address

Karen Parolek

Name of Authorized Representative

Berkeley, CA 94704

City, State, Zip

3/21/25

(Date)

Karen E Parolek
(Signed)

ATTACHMENT 3 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

CONSULTANT HEREBY CERTIFIES that the Consultant has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Consultant be awarded a contract for Services, Consultant further certifies that the Consultant can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the **City of Carmel-by-the-Sea** as additional insured for the Services specified.

By certifying this form, the Consultant also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Opticos Design, Inc.

Printed Name of Consultant (Person, Firm, or Corporation)

Karen E Parolek

Signature of Consultant's Authorized Representative

Karen Parolek, Its President

Name & Title of Authorized Representative

3/21/25

Date Signed

Review of Scope



Project Approach

The Opticos team understands the City's commitment to **facilitating new housing** and achieving **high-quality design** in new ADUs, multi-family and mixed-use buildings. We propose the following approach to meet the community's objective of high-quality design that reinforces the identity and unique physical character of Carmel-by-the-Sea:

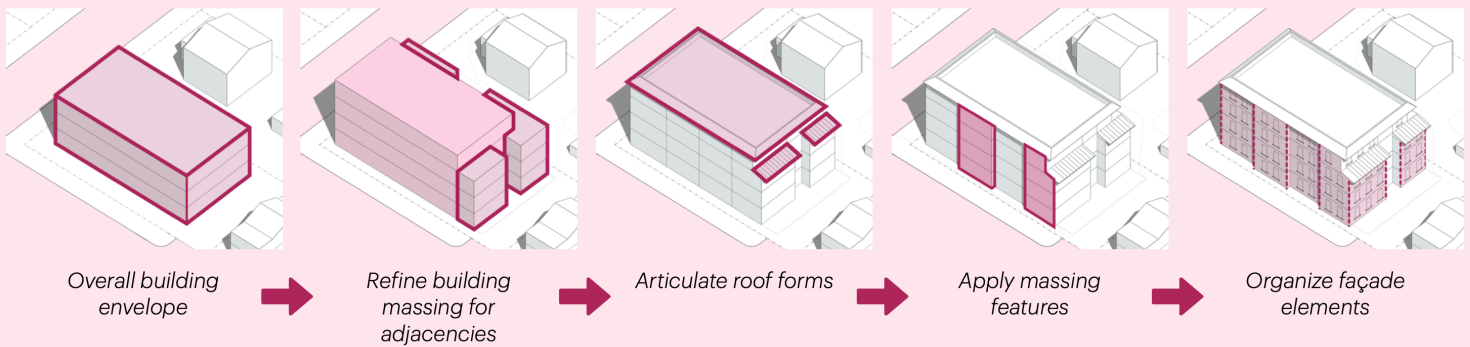
1. Draw on our deep experience preparing objective design and development standards (ODDS).

We have been preparing zoning standards through form-based codes for over 20 years across the US. We have used our national experience to prepare ODDS in 23 California jurisdictions in the past six years for a range of buildings similar to those envisioned in Carmel-by-the-Sea: from lower-intensity house-scale buildings to moderate and higher-intensity block-scale buildings. We recently completed the ABAG Handbook of Objective Design and Development Standards reflecting our experience in designing buildings and regulating building and site design through form-based codes.

We have a deep understanding of the large and small patterns in communities that contribute to their physical character and appeal. We find the following characteristics vitally important to visual appeal of buildings and their neighborhoods: the width of buildings as perceived from the street as well as their length as seen by neighbors across the property line; the scale of entries to a building, the way the building entry relates to the sidewalk (e.g., large front yard, porch, dooryard, terrace, shop front), where the parking is located, the height, massing and organization of each façade, the size and vertical orientation of openings, the eave type and its details. We will gather this important information, Carmel's "DNA," through microscale documentation of your desired outcomes. Through this experience and documentation, we will prepare ODDS that reflect Carmel-by-the-Sea's unique physical character and appeal.

Q CLOSER LOOK

Building Design Process



2. Identify standards for different scales of buildings and their contexts.

A common practice in the writing of design standards is to treat building design as simply bulk that improves as it's "chipped away." This approach often leads to compliant but unsatisfying design outcomes and frustrated applicants, as these practices don't work well with floor plans to produce much-needed housing. Instead of a general approach, we'll review what design approaches are valued by the community. We'll then identify the building massing and façade articulation standards effective on house-scale buildings distinct from those effective on larger block-scale buildings.

3. Provide predictable and realistic height transition standards.

We'll review the existing standards to see what's needed to improve compatibility between new and existing buildings on abutting parcels. For instance, house-scale massing techniques better achieve an effective transition in building size than simply requiring upper-story setbacks. Based on the allowed building envelope in each neighborhood, we'll coordinate the relevant building design, massing, and adjacency standards for effective and realistic transitions for infill development. We recommend the optional Task C. Site Tests & Visualizations to show what new standards would produce on a specific parcel.

4. Make the new standards user-friendly, objective, and easy to implement to streamline the process.

Several of our team members previously worked as City planning staff, giving them a solid understanding of how standards need to be communicated to the designer, developer, administrator, and community member. We'll use that experience to review representative project plans and review processes to understand what's working and what could be refined or improved. With that background and over two decades of writing form-based zoning and design standards in compliance with State Law, we'll prepare clear standards, graphics, and diagrams to convey the community's requirements.

5. Work closely with you and the community.

Our work is much more effective when it's not seen as "the consultant's project" and instead is an engaged community and City staff investing in the project from start to adoption and implementation.

We will prepare for and facilitate the following outreach opportunities, which are further detailed in our proposed Work Plan Task 2. Targeted Community Engagement:

- Local Design & Development Industry Roundtable Meetings (total one; virtual)
- Community Meeting (total one; in-person)
- Planning Commission Study Sessions (total two; virtual)



We also facilitate a highly collaborative process with City staff through numerous Working Sessions throughout the project process to gain insight on outcomes seen as effective and if there is room for improvement.

We maintain clear, open, and intentional communication between City staff and the consultant team through the following coordination methods, further detailed in Task 1. Project Startup & Management:

- Regularly scheduled team check-in calls using screen share and video conference.
- Project status updates that highlight task progress, identify key milestones and deliverable dates, and articulate action items, upcoming task responsibilities, and next steps.
- Shared cloud storage for team collaboration, including file sharing, project contacts, and real-time document collaboration.

We know things change and that any project management approach is only as good as its capacity to accommodate changing realities. By facilitating a collaborative approach founded on open communication and accessible project information, it is our intent to create a team structure that makes it possible to identify changes early-on, and to efficiently pivot as needed to accommodate that change.

6. Tailor a work plan that builds on the Proposed Scope of Services outlined in the RFP.

We propose a work plan that focuses on the City's objective for ODDS to address high quality building design, architectural style, and height transitions. To accomplish this, we propose the following key questions to guide our work throughout the project process:

- What specifically needs to be regulated and to what degree?
- Are the standards responsive to the community's expectations and the needs of the local development industry?

Our work plan is aimed at ultimately producing a stand-alone document of design standards to be adopted by resolution. We provide a detailed work plan as an Appendix that incorporates the Proposed Scope of Services outlined in the RFP and refined with City staff, and includes additions tailored to successfully complete this project.



Experience + Expertise



Who We Are



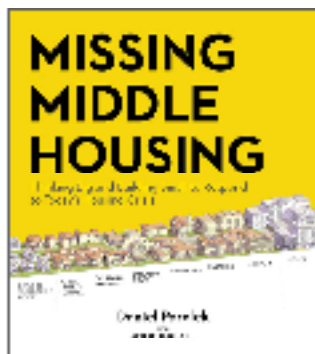
Opticos is a team of urban designers, architects, and strategists that partners with clients who want to lead the way in providing vibrant, diverse, walkable urban places. Because we approach each project with innovation and creative problem solving in mind, we function just as much as a think tank as a consulting firm.

To us, architecture and planning must play a role in defining more sustainable, equitable, healthy, compact patterns of development that improve the quality of life for everyone. This starts with revitalizing existing urban places, but also must include the transformation of suburban places into more urban ones and the creation of thoughtful, new walkable urban communities.



As a group of like-minded designers looking to make an impact in the world, we strive to integrate social, environmental, and economic responsibility into all that we do. Professionally, we're one of the first B Corporations and a founding California Benefit Corporation, a revolutionary new kind of business dedicated to a triple bottom line. Outside of work, we shop locally, live small, and go car-free whenever possible. The only parking issue we experience in our office is a shortage of bike racks!

Missing Middle Housing



Opticos Founder Daniel Parolek authored the book "Missing Middle Housing: Thinking Big and Building Small to Respond to Today's Housing Crisis."

Architects of the Missing Middle Movement

Opticos Design is well known as the architects of the Missing Middle Housing movement. In 2010, Opticos Principal Dan Parolek coined the term, in 2014 we created the Missing Middle Housing diagram, and in 2015 the company launched a free online resource for all: missingmiddlehousing.com. Hundreds of thousands of visitors visit the website each year, and it was voted one of Planizen's top 10 Planning Websites of 2019.

Daniel Parolek recently completed a book titled "Missing Middle Housing: Thinking Big and Building Small to Respond to Today's Housing Crisis," published by Island Press in July 2020. Opticos Design and the concept of Missing Middle Housing have been featured in publications such as the Washington Post, San Francisco Chronicle, Next City, Professional Builder Magazine, Urban Land, and the National Association of Realtor's publication, On Common Ground. Daniel and the Opticos team have given hundreds of presentations and webinars on this topic. In 2017, Opticos was selected by AARP to educate AARP members about the value of walkable living and Missing Middle Housing choices. We are passionate about educating communities about this topic.

Missing Middle Housing has become a movement that is informing housing solutions across the country and internationally.



Professional
Builder



CNU



The Alliance for
Housing Solutions



“Missing Middle Housing provides homebuilders with a practical way to address changing market and demographic trends—diversifying their portfolio and investing in communities in the process.”

Amy Albert

Editor-in-Chief, Professional Builder



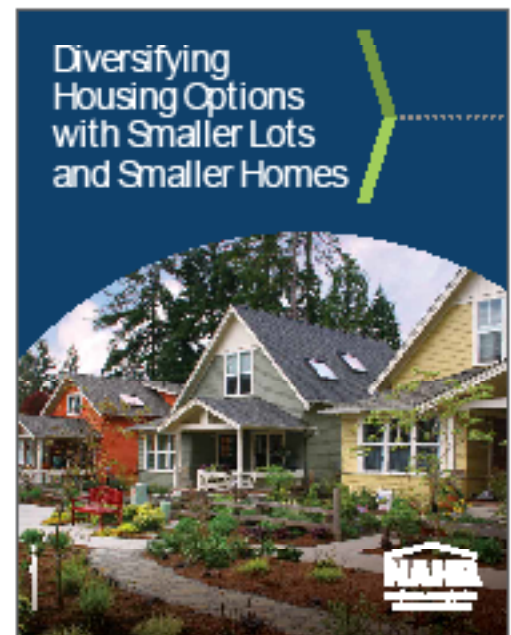
Public Sector Services

Opticos Design works with public agencies, including Cities and Counties, to remove barriers and enable Missing Middle Housing. Specifically, we offer Missing Middle Scans™ to identify barriers in Comprehensive Plans, housing policies, Specific Plans, and area plan. We then suggest targeted zoning fixes or comprehensive updates to zoning codes and/or plans for areas such as downtown-adjacent neighborhoods, areas transitioning from Transit-Oriented Development, and corridors focused on enabling this range of housing choices.

Private Sector Services

Opticos Design works with developers to integrate innovative Missing Middle housing product types into their portfolio to respond to the gap in the housing market. This work includes master planning and architecture ranging from individual infill lots to hundreds of acres. Missing Middle Housing types help bridge the gap between what the market wants and needs, and what is being provided. This work includes multifamily and for sale housing on both small and large sites. Opticos Design worked on the country's first Missing Middle Neighborhood, Prairie Queen, in the Omaha, Nebraska metro. Opticos also worked on the award-winning project known as Mewa Housing located in the Salt Lake City Region. The project received a Charter Award from the Congress for New Urbanism and a Gold Nugget Award in 2019. Finally, we also worked on an award-winning Pocket Neighborhood in Healdsburg, California that won support in a challenging community due to its thoughtful design.

The movement has begun. Will you play your role in responding to today's housing crisis?



Opticos lead research funded by NAHB to identify zoning best practices being used across the country.

Press:

The Washington Post

Professional
Builder

NAHB

STRONG
TOWNS

NEXT
CITY

R
HARBOR

Podcasts & Radio:

The Howard Stern
INSIGHT ON
BUSINESS

INFINITE
EARTH
RADIO

Opticos Design

www.opticosdesign.com

Our **California** Objective Design + Development Standards Experience



- 1 Marin County and 11 cities (5 customized by Opticos)
- 2 City of Campbell (Downtown and Citywide)
- 3 City of San Rafael (Downtown)
- 4 City of Davis (Downtown)
- 5 City of Folsom
- 6 City of Orinda (Downtown and Citywide)
- 7 City of Sebastopol (Downtown and Citywide)
- 8 City of Santa Barbara (Downtown and Citywide)
- 9 ABAG (Handbook on ODDS)
- 10 City of Richmond
- 11 City of Citrus Heights
- 12 City of Los Altos
- 13 City of Mountain View
- 14 City of Santa Rosa
- 15 City of Lafayette

● Carmel-by-the-Sea

8

Why Opticos for Carmel-by-the-Sea?

The Opticos team's unique skills, approach and experience align well with the City's desire to create ODDS that promote high-quality design and architectural standards to the existing ODDS. The following pages elaborate on the key areas of expertise that make our team a good fit for Carmel-by-the-Sea and present recent examples of relevant projects:



ODDS + 20 Years of Form-Based Coding



Implementation Expertise

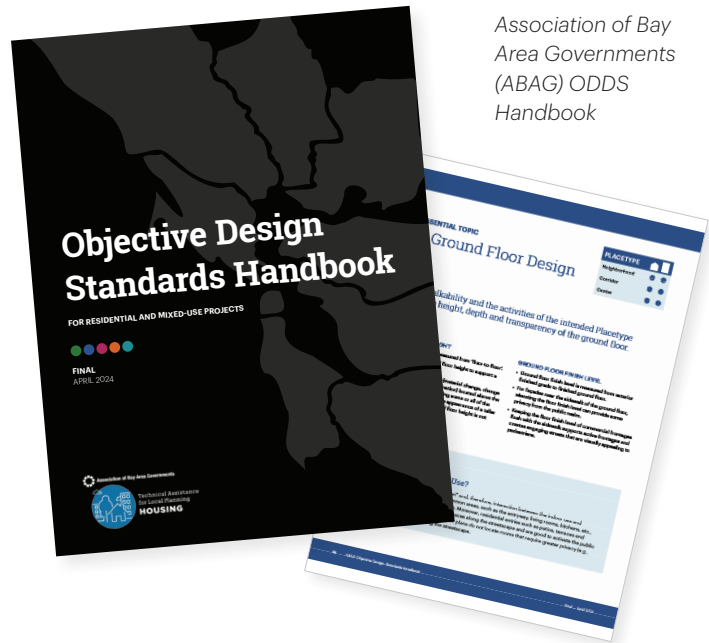


High-Touch + High-Tech Outreach

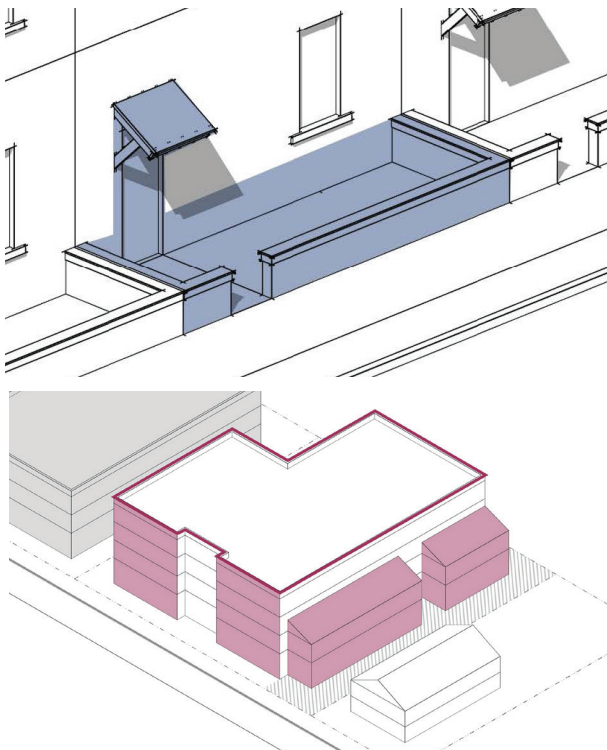
Objective Design and Development Standards (ODDS) + Coding

Opticos Design brings its 20+ years of zoning and form-based code experience across the U.S. to prepare objective design and development standards for over a dozen California cities. We've been preparing zoning and standards for a long time so when cities asked us to prepare ODDS, it was a natural for us. We prepare ODDS to implement the community's RHNA goals while delivering buildings and designs that fit their context and location, for a streamlined review process.

Our ODDS strategy is to refine or replace existing zoning to improve housing yield, built form, and increase usability rather than simply adding another layer of regulations.

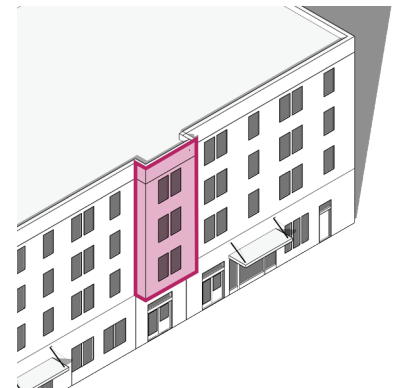
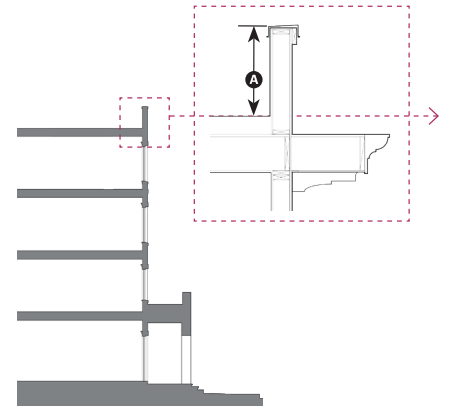


Association of Bay Area Governments (ABAG) ODDS Handbook

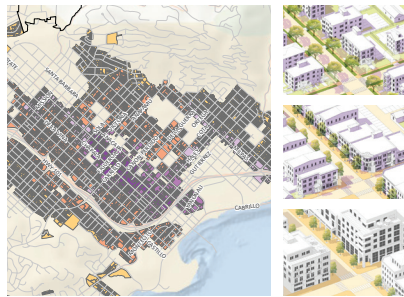


We'll customize your standards.

- 1 Menu of design and development standards for you to choose from depending on your housing goals and community expectations.
- 2 Working with you upfront to understand what your community wants the standards to make.
- 3 Testing the standards throughout the process to make sure and make what's expected and prevent what's not wanted.
- 4 Easy to use, graphically-rich design and development standards.

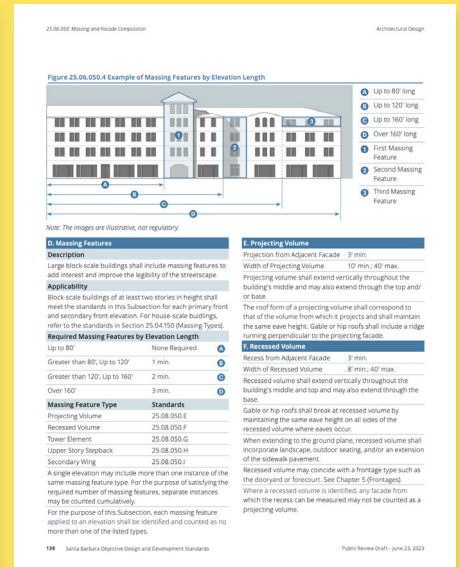


Producing more housing through **context-sensitive**, objective standards



Title 25: Objective Design and Development Standards

Public Review Draft
Prepared for
Santa Barbara, California
June 25, 2023



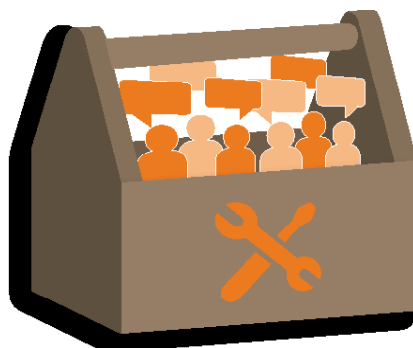
Downtown and Citywide ODDS for the City of Santa Barbara

High-Touch + High-Tech Outreach for Effective, Equitable Engagement



Our Community Engagement Toolbox: Developed and Refined Through 20 Years of Working with Neighborhoods Nationwide

“We utilize collaborative design, a curated engagement toolbox and local knowledge to effectively guide engagement in your community



Opticos integrates a robust, hands-on public engagement strategy into all of our planning and coding processes in order to ensure community ownership and effective implementation. Our first multi-day charrette was 20 years ago, when we participated in an extremely contentious charrette led by Bill Lennertz, former Executive Director of the National Charrette Institute, which went on to be the case study for The Charrette Handbook. To put it simply, we learned from the best on one of the most complicated but highly successful charrette processes in the country. Since then, we have refined

and adapted our charrette process for a variety of challenging situations to gain consensus and effectively engage underserved communities. We've worked all over the country, including over 30 communities in California. Over the years, we have expanded beyond the charrette to develop our Community Engagement Toolbox that includes a variety of techniques for effective communication, both verbal and graphic. We adapt our approach for each project to meet its and the community's individual needs.



Involving Underrepresented Communities in the Planning Process

We actively include local community outreach specialists with "boots on the ground" experience to ensure that our community engagement process identifies those historically left out of the planning process, and embeds them in decision-making. Key strategies include:

- **Go to them.** Often within these populations there exists apathy or mistrust rooted in history. The first step is showing respect by extending and showing up on their turf at community meetings, markets or festivals. Connect with those who have trusting relationships with the community such as religious leaders, social support organizations and sports leaders. Let these people take the lead on how to connect with their community.
- **Communicate.** Don't discount the use of social media and online engagement. Covid-19 has increased the percentage of people who can participate online.
- **Build trust.** Make the process worth their participation. Underserved communities may not see it worth the effort to get involved. Often there is a history of disappointments related to unfulfilled promises. The most important first step is to just listen, allowing people to express the important issues. The project team must then propose design solutions that respond to peoples values and issues. People must believe that their input can have an impact on their community.

Qualifications



Meet the Team

Opticos has assembled a team of highly skilled professionals who combine extensive technical qualifications and numerous years of experience working in the region. Below is our team's organization chart of key staff followed by their resumes. We will maintain the same personnel throughout the project; however, if any change is required due to unforeseeable circumstances, we will seek the City's approval in advance through personnel qualifications review and oral interviews with City staff.

CITY OF CARMEL-BY-THE-SEA

OPTICOS DESIGN, INC.



Stefan Pallegriani
Founding Principal



Tony Perez
Senior Associate,
Zoning Reform & Planning



Drew Finke
Senior Associate,
Urban Design



Cecilia Kim
Associate II,
Planning Manager



Joseph Abbamonte
Senior Designer



Stefan Pellegrini, RA, AICP, LEED AP



Education

*Master of Urban Design
University of California, Berkeley*

*Bachelor of Architecture
Magna Cum Laude
University of Notre Dame*

Licenses

*California Licensed Architect
#C32904*

Memberships

*American Institute of Certified
Planners
Certificate #020186*

*American Planning Association (APA)
Small Town and Rural (STAR) Division*

Relevant Project Experience

*Objective Design Standards
Handbook for Residential and Mixed-
Use Projects, Association of Bay Area
Governments*

*Marin Objective Design +
Development Standards Toolkit
Marin County, CA*

*Puget Sound Regional Missing
Middle Zoning Toolkit & Resources,
Puget Sound Region, WA*

*Livable Corridors Form-Based
Code + Architectural Standards
Richmond, CA*

*Downtown Specific Plan and FBC
Hayward, CA*

Principal

Stefan Pellegrini's educational degrees and professional experience in both architecture and urban design make him an expert project leader at all building scales, from single-family homes to regional plans. He has extensive experience traveling and teaching workshops abroad, a roster of groundbreaking and award-winning projects to his credit, and he is uniquely skilled at bringing diverse people and opinions together at the table to resolve conflicts and turn disagreements into productive projects. Adept at analyzing a place and drawing his ideas on paper, with a passion for traditional architecture, Stefan meticulously considers every aspect and angle of a project to create beautiful places and spaces that thrive.

His strong interest in revitalizing places, especially rural small towns and inner-city areas, comes from a childhood spent in the rust belt town of Muncie, Indiana, seeing first-hand the impact of declining industry. Before joining Opticos in 2002, Stefan brought this understanding to his work at the nationally renowned firm Urban Design Associates in Pittsburgh, Pennsylvania, where he was a senior designer and project manager for over 50 urban design and architecture projects, including groundbreaking plans that redesigned public housing into mixed-income communities through the HOPE VI program in five states (one of which won an AIA Honor Award for Urban Design), and new housing developments in North Carolina and Alabama. He also played an instrumental role in UDA's resurrection of Architectural Pattern Books.

Stefan brings an international perspective to the firm. The recipient of a number of fellowships, including the prestigious Skidmore, Owings, and Merrill Foundation Urban Design Traveling Fellowship, he has spent months studying architecture and planning all over the world, including Scandinavia, North Africa, and Southern Europe. In addition, Stefan is fluent in Italian.



Tony Perez



Senior Associate, Team Leader

Tony leads Opticos' Zoning Reform and Planning Team to focus on a variety of zoning work: Zoning audits, Missing Middle Housing Scans, Form-Based Code and Objective Design and Development Standards preparation, and citywide Zoning Ordinance Updates. With 36 years of experience, including 12 as a public sector planner, Tony Perez has spent the last 24 years helping communities improve their zoning codes with a focus on writing Form-Based Codes. An expert in translating policy direction into clear and implementable development standards, Tony works to enable the community's vision by identifying and addressing barriers and writing responsive standards.

A leader in advancing the implementation of Missing Middle Housing as well as the practice of Form-Based Codes, Tony is an energetic educator and enjoys working with public sector planners across the United States.

Tony is from the California Delta town of Isleton and lives with his family in Southern California.

Education

*B.S. Urban and Regional Planning,
Cal Poly Pomona*

Teaching

*Instructor: PLAN 590 "Place-based
Planning, Design, and Zoning", Spring
2025*

*Instructor: UP 252 "Form-Based
Planning + Coding" UCLA, Winter
2015 and 2016*

*Instructor: URP 498 "Form-Based
Planning + Zoning" Cal Poly Pomona,
Spring 2013, 2017, 2018*

*Instructor: FBC 101 + 201, Form-
Based Codes Institute*

Relevant Projects

*Multi-Family Development and
Design Standards, Campbell, CA*

*Objective Design and Development
Standards, San Anselmo, CA*

*Objective Design and Development
Standards, Santa Barbara, CA*

*Objective Design Standards
Handbook for Residential and Mixed-
Use Projects, Association of Bay Area
Governments*

*Folsom Corridor Objective Design
and Development Standards,
Folsom, CA*

*Marin Objective Design +
Development Standards Toolkit,
Marin County, CA*



Drew Finke



Education

Master of Urban + Regional Planning
UCLA

Bachelor of Architecture
University of Texas at Austin

Bachelor of Arts in Urban Studies
University of Texas at Austin

Relevant Project Experience

*Livable Corridors Form-Based
Code + Architectural Standards*
Richmond, CA

Downtown Specific Plan and FBC
Hayward, CA

Urban Design Guidelines
Memphis, TN

Bitterroot Ranch Design Guidelines
Hamilton, MT

CodeNEXT Citywide Code Update
Austin, TX

*South County Community Plan
and FBC*
Kauai County, HI

*West County Community Plan
and FBC*
Kauai County, HI

Senior Associate

Drawing on his training in architecture and planning, Drew's work sustains and strength-ens local culture and traditions through thoughtful, community-driven designs and policies that reinforce a community's unique sense of place. Drew's work is animated by an interest in how walkable, equitable, sustainable and beautiful neighborhoods, main streets and downtowns can thrive in a wide range of contexts, be they big cities or small towns.

Since joining Opticos in 2013, Drew has applied this sensibility to impactful projects in a variety of places, from an award-winning place-based comprehensive plan and follow-up implementation charrettes in Memphis, Tennessee, to contextually-sensitive form-based codes for rural Kaua'i County in Hawai'i, and neighborhood plans for an affordable Missing Middle Housing neighborhood in Mammoth Lakes, California. Uniting these projects is an emphasis on authentic community engagement and feasible implementation strategies that empower communities and provide confidence in the face of change.

Drew enjoys getting to know a place through its food, and can be found at farmers markets and local dives whenever visiting a new place.



Cecilia J. Kim, PhD



Education

*PhD in Planning, Policy and Design,
University of California, Irvine*

*MPL in Planning, University of
Southern California, Los Angeles*

*ME in City Planning, Hongik
University, Seoul*

*BE in Civil and Urban Engineering,
Hongik University, Seoul*

Memberships

American Planning Association

Urban Land Institute

Congress of the New Urbanism

Relevant Project Experience

*Objective Design Standards
Handbook for Residential and Mixed-
Use Projects
Association of Bay Area
Governments*

*Multi-Family Development and
Design Standards
Campbell, CA*

*Folsom Corridor Objective Design
and Development Standards,
Folsom, CA*

*Citywide Zoning Code
Columbus, OH*

Planning Manager (Associate II)

With a unique educational and professional background that blends the disciplines of design, planning, and engineering, Cecilia brings a distinctive perspective and solution-oriented approach to leadership and project management. She excels at translating visions into visual graphics that help engage the community and spark the creative design process of projects. Her personal mission is to have a positive impact on the communities she works with to create long lasting places of value and strong community connections.

Throughout her two decades of experience, Cecilia has adeptly handled multiple roles as project manager, urban designer, and policy planner. She is skilled at coordinating projects across diverse professional disciplines, mediums, and departments. From land use and community engagement to development regulations and sustainability policies, Cecilia's wide range of knowledge and experience has helped clients find creative solutions through collaborative and innovative efforts. She has a particular passion for development codes and specializes in form-based codes and objective design and development standards.

Cecilia's passion for urban design and planning began as a child fascinated with building a Lego city in her closet. She continues to cultivate this passion in young planners through mentorship and teaching, having taught at the University of California, Irvine and California State University, Northridge. Outside of the studio, she enjoys playing tennis and is a national champion as part of the winning team in the 2016 Mylan WTT Rec League.

Publications

Garde, A. & Kim, C. (2017). Form-Based Codes for Zoning Reform: Insights from Cities in Southern California. *Journal of the American Planning Association*, 83 (4), 346-364

Garde, A., Kim, C. & Tsai, O. (2015). Form-Based or Euclidean Zoning Codes? Learning from Miami 21. *Journal of the American Planning Association*, 81 (1), 46-66

John Randolph Haynes and Dora Haynes Foundation. (2014). Evaluation of the effectiveness of form-based codes in promoting sustainability: Insights from Southern California. Los Angeles, CA: Garde, A. (Grant Report).

Joseph Abbamonte



Senior Designer

Born in the suburbs of the Metro-Atlanta area, Joseph is passionate about exploring, studying, and promoting lively, walkable cities and neighborhoods. His travel experiences in Europe, Cuba, and throughout the United States have given Joseph an exposure to and appreciation of context sensitive architecture and urban design. His work demonstrates an attention to detail and time tested design principles. Joseph's training in classical and traditional architecture in addition to his experience at Opticos has formed the backbone of his design philosophy. Namely that architecture and urban design should serve people through functional, sustainable, and beautiful design.

Education

Bachelor of Architecture, University of Notre Dame

Relevant Project Experience

*Pre-Approved ADU Plans + Toolkit
Richmond, CA*

*Pre-Approved ADU Plan
Pittsburg, CA*

*Pre-Approved Backyard Casita Plans
Tucson, AZ*

*Healdsburg Downtown Housing
Capacity Study
Healdsburg, CA*

*Culdesac Tempe Car-Free
Neighborhood
Tempe, AZ*

*Vallco Town Center Specific Plan
Cupertino CA*

*Hayward Form-Based Code (FBC)
Hayward, CA*

*Workforce Courtyard Housing
Santa Maria, CA*

Since joining Opticos in 2016, Joseph has been a primary designer in multiple marquee architecture and urban design projects. Through his work at Opticos, Joseph has experience designing every building type in the Missing Middle Housing palette. In addition to contributing to the design of the masterplan of a new Missing Middle neighborhood in Papillion Nebraska, Joseph helped develop the architecture of all 18 building types designed for the site. Joseph was also a designer in the development of the architecture and site plan for a new neighborhood in Tempe, Arizona, the country's first car-free neighborhood designed from scratch. Joseph also worked on architecture and master planning for projects in Baton Rouge, Washington D.C., and San Miguel de Allende, Mexico. In addition to architecture and master planning projects, Joseph has experience working on a variety of FBC's, Specific Plans, and Urban Analysis projects, including work ranging from focused zoning analysis in San Carlos, California to a large, complex project in Cupertino, California involving a FBC and Specific Plan.

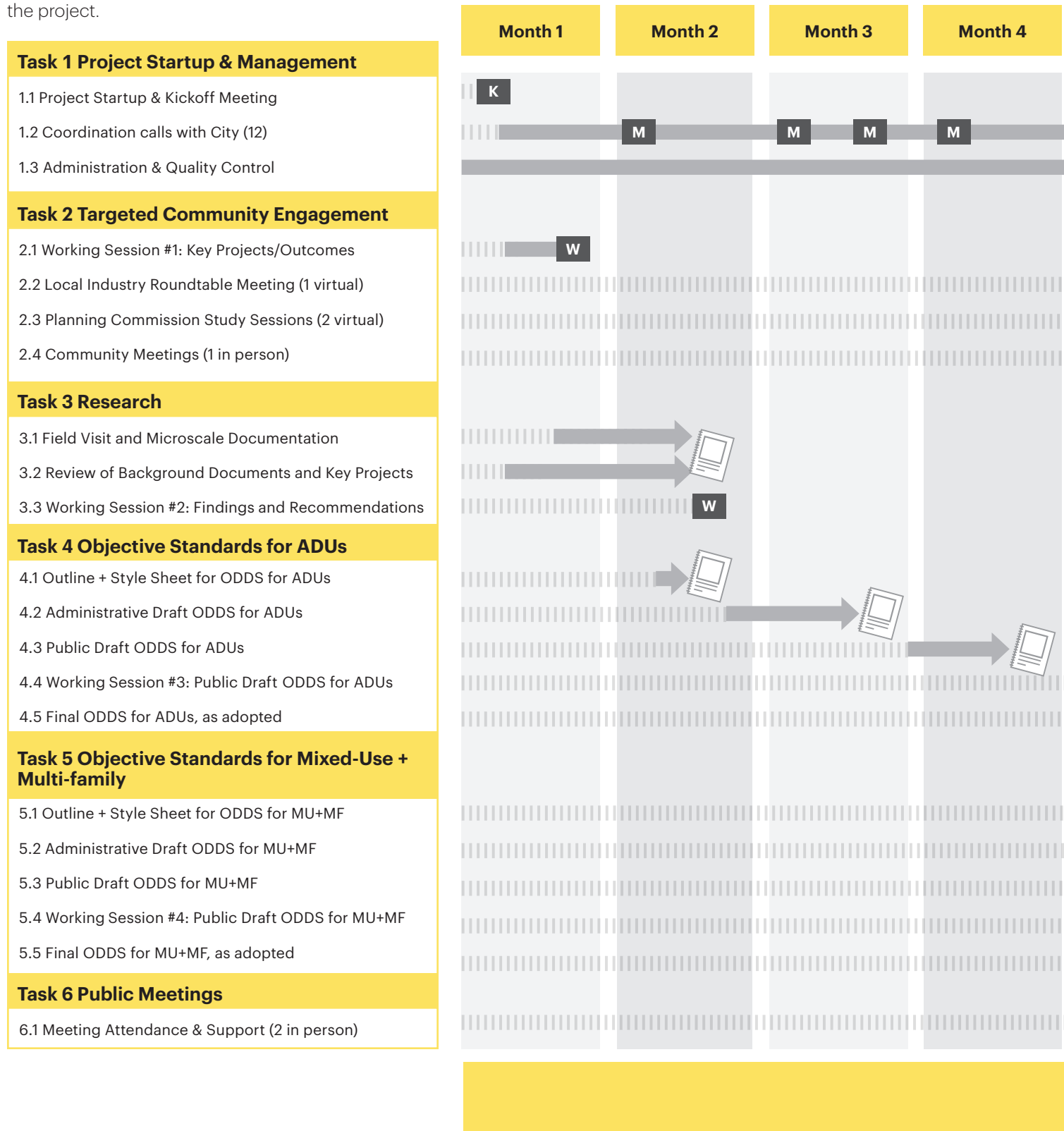
In his spare time, Joseph enjoys sketching beautiful buildings (especially Catholic churches), playing pickup soccer around the Bay Area, and exploring new places.

Timeline



Project Schedule

The Opticos team proposes to complete the project within 11 months, as shown below. This schedule assumes staff review period of two weeks per deliverable and may change due to the scheduling and holding of public hearings. Opticos will work with City staff to refine the schedule at project startup and provide updates throughout the duration of the project.

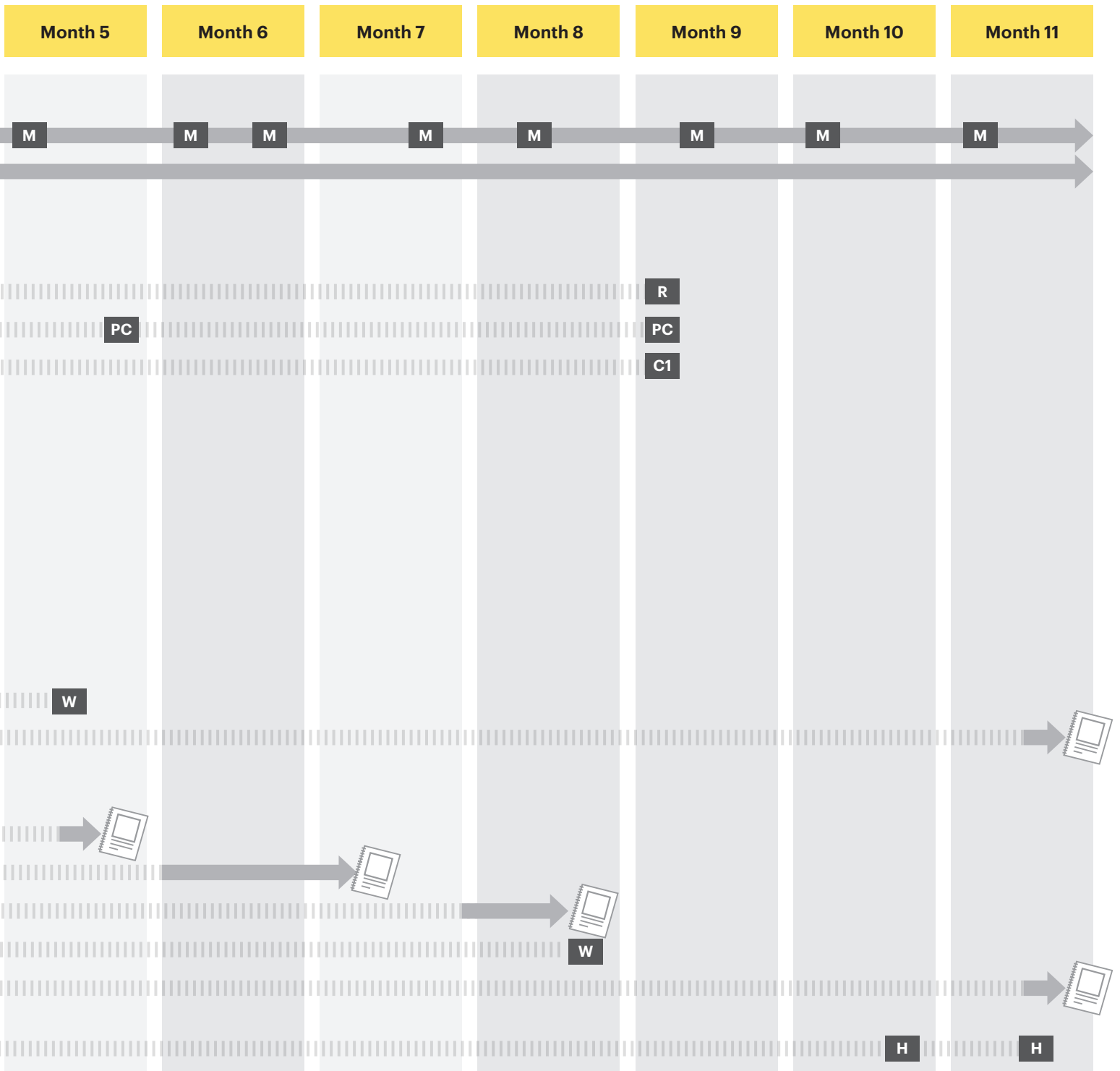


Key Meetings

K	Kickoff Meeting	PC	Planning Commission Study Session
W	Working Session	H	Public Hearings
R	Roundtable Meeting		

Community Meetings

C1	Public Review Draft ODDS
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Key Deliverables

- Summary of Findings Memo
- Outline+ Style Sheet for ODDS
- Administrative Draft ODDS
- Public Draft ODDS
- Final ODDS
- ODDS Checklist

Samples





Project Samples

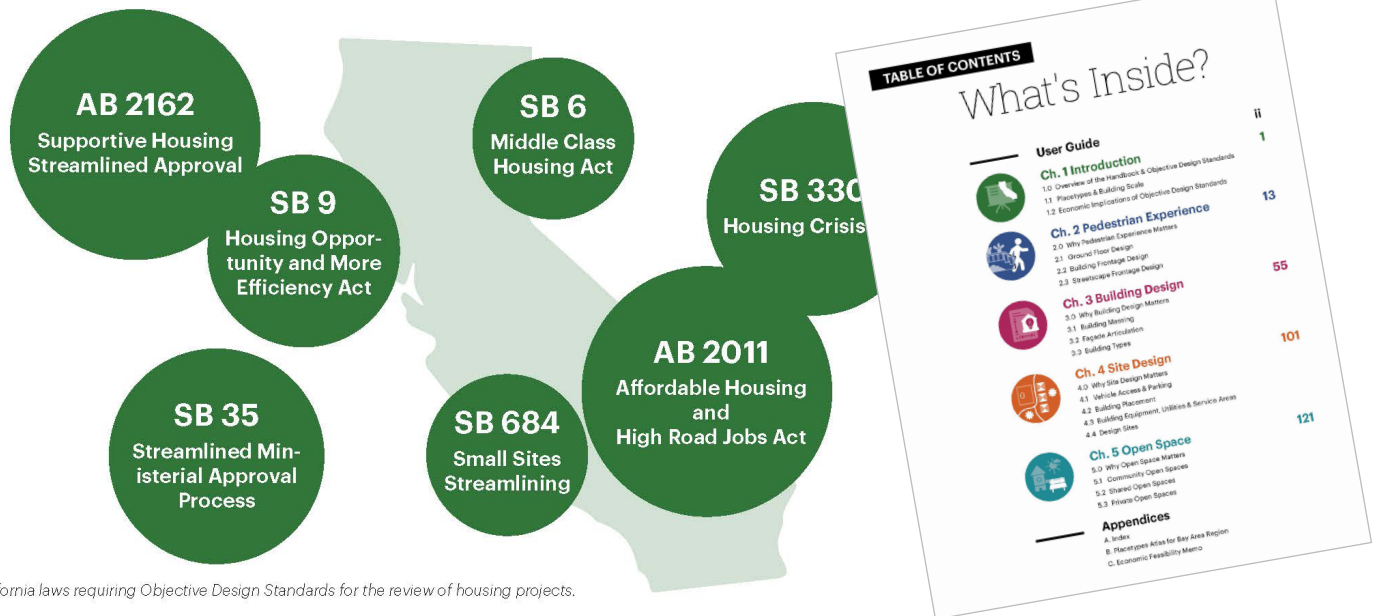
This section provides project samples for the Opticos team. The list below provides links to the project for your review.

Opticos Design, Inc.

- [Objective Design Standards Handbook, Association of Bay Area Governments](#)
- [Objective Design and Development Standards, Santa Barbara, CA \(Adopted\)](#)
- [Objective Design and Development Standards, San Anselmo, CA \(Adopted\)](#)

Objective Design Standards Handbook

San Francisco Bay Region, California | 2024



Project Area + Context

San Francisco Bay Region

Degree of Change

Evolution with Targeted Transformation

Products

Placetypes Atlas; ODS Handbook; Catalogue of ready-to-use standards

Status

Completed and being used by local jurisdictions

Team

Opticos Lead; Cascadia Partners (Economic)

Reference

Ada Chan, Regional Planner
Association of Bay Area Governments Metropolitan Transportation Commission
375 Beale Street, Ste 800
San Francisco, CA 94105
415.820.7958
achan@bayareametro.gov

Expert Advice and Best Practices in Preparing Objective Design Standards

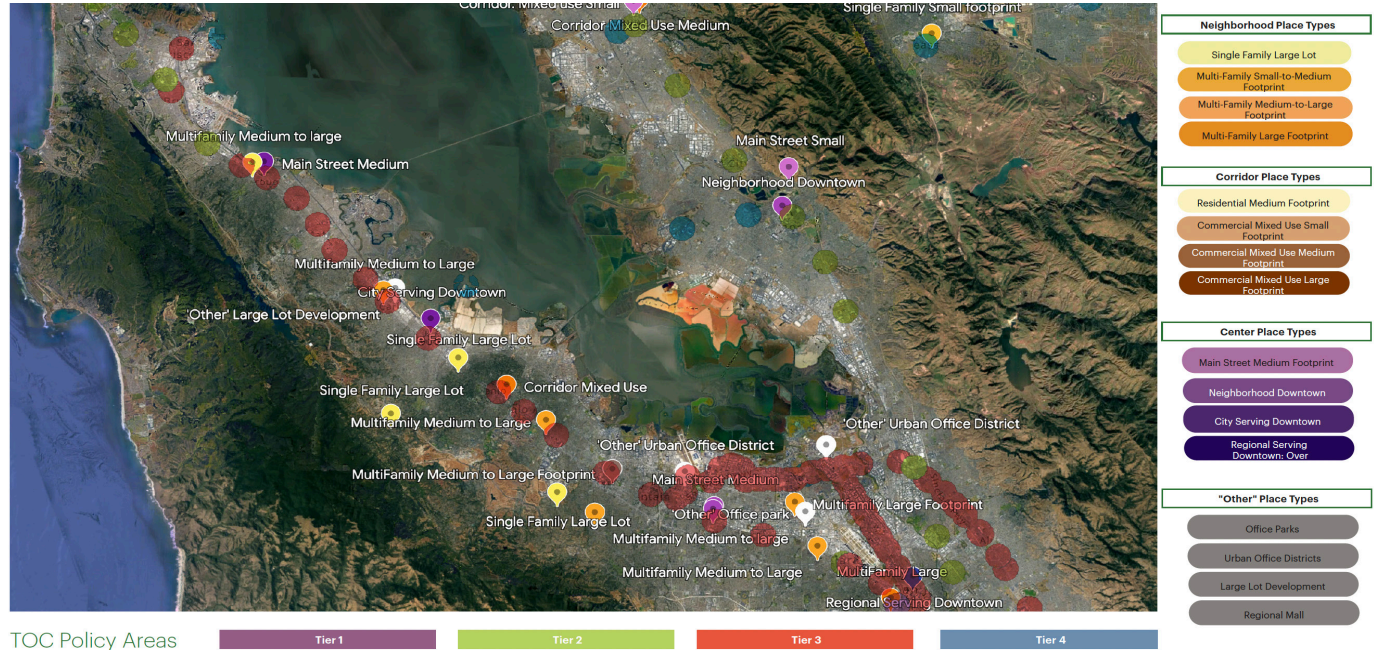
In 2023, the 9-County Association of Bay Area Governments hired Opticos to prepare a resource for its 101 jurisdictions to streamline housing production. The California legislature has passed several laws to increase and streamline housing production. A key need from those laws is to approve certain projects administratively, without discretionary review, using only objective standards.

Working with a 17-member steering committee, Opticos prepared a Handbook of Objective Design Standards (ODS) that addresses four key design topics: Pedestrian Experience, Building Design, Site Design, and Open Space. The Handbook advises why and when to include certain standards along with economic implications provided by Cascadia Partners. The standards are coordinated to six sizes/intensities of neighborhoods, corridors, and centers (i.e., placetypes), enabling readers to easily find the type of area they want, the advice, and example standards to inform or use directly.

Highlights

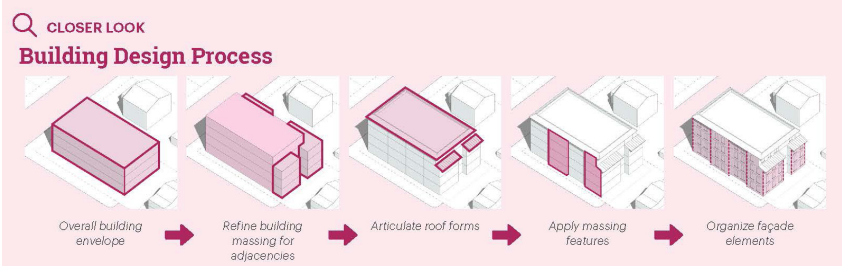
1. **Placetypes analysis** established foundation for the key design topics and objective standards included in the Handbook.
2. The Handbook includes objective standards for **essential and supplemental topics**.
3. The Handbook is intended to be used as a reference by jurisdictions to **customize and refine their local ODS**.

The Handbook coordinates standards with the applicable Placetypes found throughout San Francisco Bay Region



The Handbook is absolutely responsive to our region's needs. Opticos produced a truly **innovative resource** that we knew we needed but didn't know what it would be."

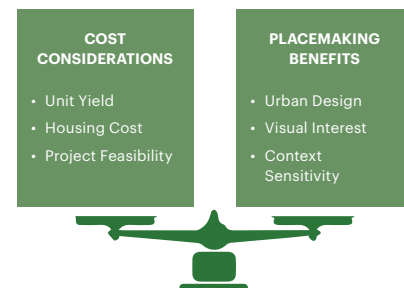
Ada Chan
Bay Area Metro



The Handbook provides ways to craft standards so that individual buildings are designed in response to their intended physical scale and context.

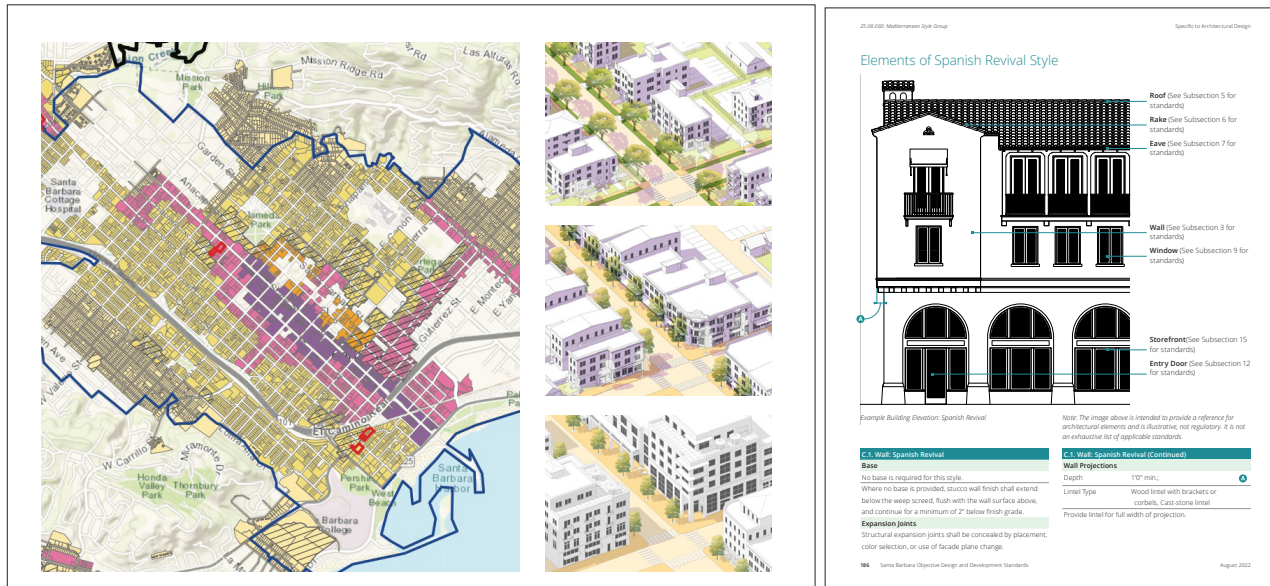


Economic analysis conducted by Cascadia Partners provides insight on considerations to balance project costs with long-term placemaking benefits.



Objective Design Standards

Santa Barbara, California | 2024



The ODS completely replaces existing zoning districts and replaces existing architectural guidelines

Project Area + Context

Citywide
Downtown, Neighborhood
Main Streets, low to moderate
intensity Neighborhoods and
Corridors

Degree of Change

Envisioned Transformative
Change

Budget

\$304,745

Status

Pending Adoption in Summer
2024

Team

Opticos

Reference

Rosie Dyste, Project Planner
805.564.5470 x4599
rdyste@SantaBarbaraCA.gov

New zoning and architectural standards intended to streamline housing production

Opticos was hired to prepare Citywide Objective Design Standards (ODS), which included both the creation of zoning districts and the replacement of the comprehensive but sometimes subjective existing architectural guidelines. To ensure the new standards were place-based, the first step was to analyze the different neighborhoods and their characteristics and categorize them in a Neighborhood Atlas. The city's goals for this project were:

- Facilitate and streamline production of multi-unit housing
- Provide clear guidance and design expectations to applicants, staff, and decision makers.
- Ensure all new multi-unit housing development is designed to be sensitive and compatible with existing architecture, historic resources, and neighborhoods.
- Use an open and inclusive public process to draft design standards for the City's diverse multi-unit neighborhoods.

Highlights

1. ODS being prepared for a community with a **strong design review culture**.
2. Preparing ODS that help rather than limit the **very creative architectural community**.
3. Creating **context-sensitive** ODS founded on detailed place analysis
4. Preparing **Objective Architectural Style Standards** that leave room for creativity.

Neighborhood Atlas: Overview

Coast Village	Oak Park
Downtown	Upper East
East Beach	Upper State
East Mesa	West Beach
Eastside	West Downtown
Hitchcock	West Mesa
Laguna	Westside
Lower East	
Lower Riviera	
Lower State	
Lower West	
Milpas	

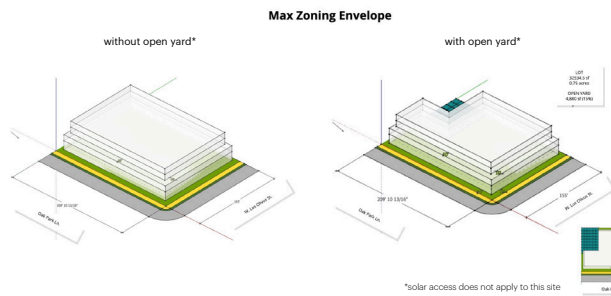


Santa Barbara COS – Work Group Meeting Two

Neighborhood Atlas

Careful analysis of the characteristics of different neighborhoods was compiled into a Neighborhood Atlas that informed which new zoning and architectural standards would apply to each neighborhood.

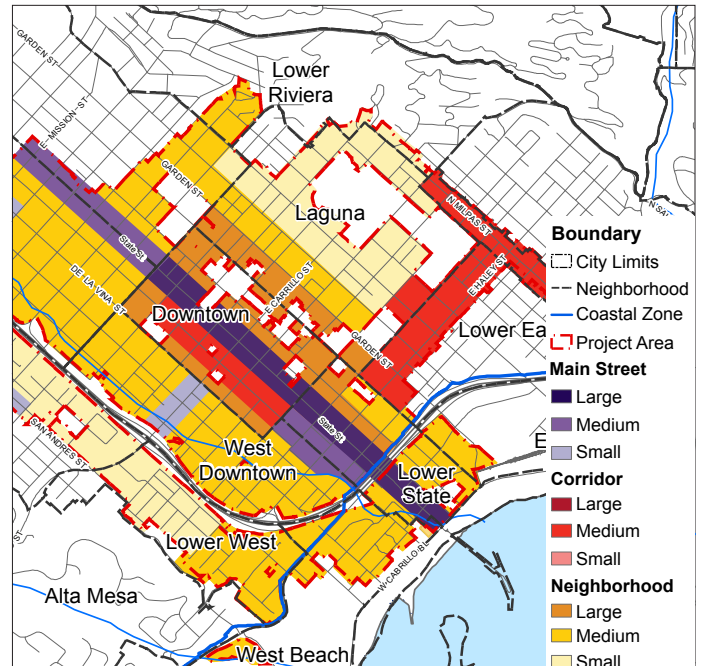
Zoning Envelope Testing: 2121 Oak Park Lane
209'-10" x 155' (R-M)



Santa Barbara COS – Work Group Meeting Two

Test Fits

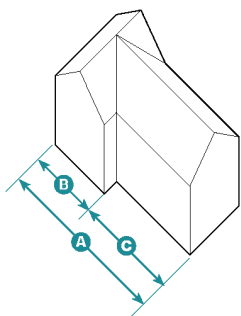
After the initial draft of the zoning were completed, the team tested potential build out on several typical lot sizes within each zoning district.



Wow, Opticos tackled this challenging problem very **thoroughly and effectively**, and created a document that achieved something I was not sure was possible."

City of Santa Barbara

Gable L ($2/5 + 3/5$)



This massing type divides the facade into five equal parts, with two parts projecting and three parts set back to create a shallow forecourt. The roof is sloped with gables at the projecting two parts.

Number of Bays	5 bays	A
Main Body Width	Max. allowed by Subsection 3 of this building type	
Massing Proportions	2/5	B
	3/5	C



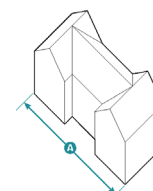
7. Massing Composition (Continued)

Center Gable ($1/3 + 1/3 + 1/3$)

This massing type divides the facade into three equal parts, with the middle third projecting. The roof is sloped and may be either hipped or gabled.

Number of Bays	3-6 bays	A
Main Body Width	Max. allowed by Subsection 3 of this building type	
Massing Proportions	1/3 each	B

Twin Gable



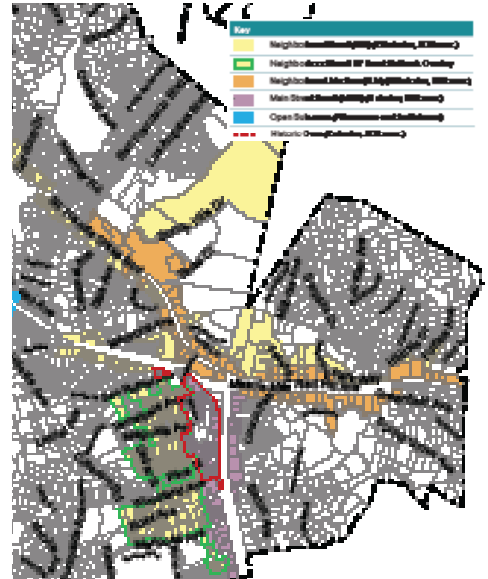
This massing type divides the facade into three parts, with the middle part set back slightly to create a shallow open space. The roof is sloped and may be either hipped or gabled.

Number of Bays	3-6 bays	A
Main Body Width	Max. allowed by Subsection 3 of this building type	

The ODDS provide building footprint and massing composition standards that are coordinated with the allowed architectural styles.

Objective Design and Development Standards

San Anselmo, California | 2024



Project Area + Context

Citywide - Properties zoned for multi-family and commercial mixed-use development

Degree of Change

Envisioned Transformative Change

Products

Objective Design Standards including site visualizations, new zoning and architectural standards

Status

Adopted

Reference

Heidi Scoble, Planning Director
Town of San Anselmo
415-258-4636
hscoble@townofsananselmo.org

New Zoning and Architectural Standards Provide Alternative Ministerial Path to Planning Approvals

The Town of San Anselmo hired Opticos Design Inc., to customize the Marin County ODDS Toolkit, a form-based code that Opticos developed for Marin County cities and towns. The intent of the ODS is to provide applicants and developers with a clear understanding of the Town's expectations for multi-family and commercial mixed-use developments. The ODS provide clear and effective standards to streamline review processes and enable more housing production.

Highlights

1. ODS standards address proposed **Housing Element** densities.
2. Opticos prepared **visual simulations for five housing sites** to demonstrate standards.
3. ODS **standards for public frontage allow transition** to existing frontage conditions.
4. **Engagement with Planning Commission Subcommittee** composed of two local architects.

A) 100 Center/613 Sir Francis Drake Blvd | Site Test



D) 58 Magnolia Ave | Site Test



Above: Town staff directed Opticos to test specific site development scenarios. The test results were used to refine the ODS standards.

Left: Existing buildings informed the Architectural standards.



Above and Right:

ODS standards focused on regulating architecture and site design.

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Disclosure of Litigation

Opticos has neither been disciplined or censured by any regulatory body, nor, within the last five years, been involved in litigation or other legal proceedings relating to the provision of services.

References



ATTACHMENT 2 - REFERENCES

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

Reference No. 1.

County of Marin, CA	3501 Civic Center Dr Ste 329, San Rafael, CA 94903
Name of Agency	Agency Address
Jillian Nameth Zeiger	Principal Manager
Contact Name	Contact Title
415-473-7549	jillian.zeiger@marincounty.gov
Contact Telephone	Contact Email Address
6/22/21 - extended to 12/31/25	\$442,462.49
Contract Period	Contract Amount

Description of services performed including costs.

Prepared Objective Design and Development Standards Toolkit for 11 jurisdictions in Marin County. Also provided supporting services, ranging from architectural style documentation, site testing, and meeting facilitation.

Reference No. 2.

Town of San Anselmo	525 San Anselmo Avenue, Second Floor San Anselmo, CA 94960
Name of Agency	Agency Address
Heidi Scoble	Planning and Building Director
Contact Name	Contact Title
415-258-4636	hscoble@townofsananselmo.org
Contact Telephone	Contact Email Address
2019-2023, adopted	\$153,000
Contract Period	Contract Amount

(next page)

Description of services performed including costs.

The Town of San Anselmo hired Opticos Design Inc., to customize the Marin County ODDS Toolkit, a form-based code that Opticos developed for Marin County cities and towns.

Reference No. 3

Metropolitan Transportation Committee (MTC) Bay Area Metro Center
 Association of Bay Area Governments (ABAG) 375 Beale St, Ste 800, San Francisco, CA 94105

Name of Agency

Agency Address

Ada Chan

Regional Manager, Regional Planner

Contact Name

Contact Title

415-820-7958

achan@bayareametro.gov

Contact Telephone

Contact Email Address

9/20/22 - 4/30/24

\$400,000

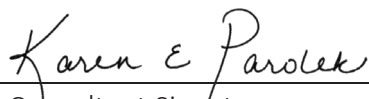
Contract Period

Contract Amount

Description of services performed including costs.

Facilitated 5 Technical Advisory Committee workshops with member jurisdictions.
 Prepared Handbook of ODDS showing the reason for certain standards, when to consider applying certain standards, downloadable graphics, diagrams, and standards and provisional numerical values, plus editable files for jurisdictions to customize for their needs.

I hereby certify that the Consultant performed the work listed above.



Consultant Signature

Karen Parolek, Its President

Printed Name

3/21/25

Date

Insurance Coverage





EXHIBIT A

CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT 3 DATE (MM/DD/YYYY)

7/18/2024

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Karen Maldonado PHONE (A/C, No, Ext): 626-696-1899 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED Opticos Design, Inc. 2100 Milvia Street, Suite 125 Berkeley CA 94704	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: INSURER E: INSURER F:

License#: 6003745 OPTIDES-02

NAIC #
37885
25674
25682

COVERAGES

CERTIFICATE NUMBER: 2127007875

REVISION NUMBER:

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 IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y	Y	6801H486252	8/16/2024	8/16/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ NoOwned Auto ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BA0S474363	8/16/2024	8/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	CUP9F054182	8/16/2024	8/16/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	UB7J712856	8/16/2024	8/16/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			DPR5027561	4/10/2024	4/10/2025	Per Claim Aggregate Limit \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
Proof of coverage(s) for use on proposals. An Actual certificate will be issued at the request of the above Named Insured.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 4,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**:
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
 - (b) Damages under Coverage **B**.
- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.
- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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52 City of Carmel-by-the-Sea | Objective Design and Development Standards Proposal

Insurance Coverage

DATE OF ISSUE: 07/02/2024

Page 1 of 1
Page 181 of 242

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

CG T8 02 08 24
Insurance Coverage

DATE OF ISSUE: 07/02/2024

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City of Carmel-by-the-Sea | Objective Design and Development Standards Proposal

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB7J712856

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

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

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 7/18/2024

Page 1 of 1

Fee Schedule



Preliminary Fee Schedule

This section provides a description of the expected budget for the work described for **Objective Design Standards Consultant Services** in the RFP.

A summary cost table is included on the next page, providing totals by task as described in our detailed work plan. A detailed cost table with details of personnel hours can be provided upon request.

Additional Terms for Budget

1. Budget does not include rental or purchasing fees for space or equipment for workshops, charrettes and other meetings. (Consultant to bring computers and drafting supplies.) Consultant will not be responsible for any such planning or expenses.
2. Budget does not include food for participants other than the design team for workshops, charrette and working sessions.
3. Budget does not include postage associated with public outreach and marketing.
4. Budget does not include installation of any and all public outreach media including but not limited to banners and signage.
5. In the interest of environmental considerations, the consultant will provide a PDF file of each deliverable unless otherwise specified.
6. Client shall be paid on a fee basis for performance of services under this agreement in accordance with the table above.

Any additional tasks performed outside of those specified in the Proposed Work Plan, such as attending additional meetings or completing additional revisions beyond the hours or number of revisions in the Detailed Plan of Work, will be compensated at the hourly rates listed in the table below. Rates shall increase by five percent (5%) on January 1 of each calendar year.

Rates Schedule

Position at Opticos Design - 2025	Hourly Rate
Managing Principal	\$350
Principal	\$315
Senior Associate	\$260
Associate II	\$235
Associate I	\$210
Senior Designer	\$195
Designer	\$185



Proposed Budget

PROPOSED WORK PLAN		FEES
Task 1	Project Startup & Management	\$19,970
1.1	Project Startup & Kickoff Meeting	\$2,290
1.2	Coordination calls with City (12)	\$10,860
1.3	Administration & Quality Control	\$6,820
Task 2	Targeted Community Engagement	\$21,810
2.1	Working Session #1: Key Projects & Outcomes	\$1,810
2.2	Local Industry Roundtable Meeting #1	\$2,240
2.3	Planning Commission Study Sessions (2 virtual)	\$3,750
2.4	Community Meeting (1 in person)	\$14,010
Task 3	Research	\$24,340
3.1	Field Visit and Microscale Documentation	\$17,700
3.2	Review of Background Documents and Key Projects	\$4,830
3.3	Working Session #2: Findings and Recommendations	\$1,810
Task 4	Objective Design Standards for ADUs	\$35,010
4.1	Outline + Style Sheet for ODDS for ADUs	\$1,770
4.2	Administrative Draft ODDS for ADUs	\$16,320
4.3	Public Draft ODDS for ADUs	\$11,100
4.4	Working Session #3: Public Draft ODDS for ADUs	\$1,810
4.5	Final ODDS for ADUs, as adopted	\$4,010
Task 5	Objective Design Standards for Mixed-use + Multi-family	\$69,030
5.1	Outline + Style Sheet for ODDS for MU+MF	\$1,380
5.2	Administrative Draft ODDS for MU+MF	\$36,840
5.3	Public Draft ODDS for MU+MF	\$21,500
5.4	Working Session #3: Public Draft ODDS for MU+MF	\$1,810
5.5	Final ODDS for MU+MF, as adopted	\$7,500
Task 6	Public Meetings	\$6,720
6.1	Meeting Attendance & Support (2 in-person)	\$6,720
Expenses		\$3,120
Total Base Scope of Work (not including Optional Tasks)		\$180,000
Optional Tasks		
A.	Local Industry Roundtable #2	\$4,000
B.	Additional Architectural Style (each)	\$15,000
C.	Site Test & Visualization (each)	\$10,000
D.	Project Review Testing (each)	\$5,000
E.	Screencheck Draft ODDS (each)	\$15,000
F.	ODDS Checklist (each)	\$10,000

Appendix



Detailed Work Plan

This section describes our proposed tasks to successfully complete the work defined in the RFP, and refined with City staff. For each task, we have identified deliverables and requests for City staff.

Task 1. Project Startup & Management

Opticos' project management is characterized by a highly collaborative approach founded on open communication and accessible project information. Working closely with you, we will manage the process and efficiently pivot as needed to accommodate change.

1.1 Project Startup & Kickoff Meeting. Opticos will prepare for and facilitate a virtual meeting with City staff to kick off the project and confirm project goals, finalize schedules and deliverables, establish protocols for communication, share project information, and coordinate project tasks. This can be an opportunity to refine the scope, consider optional/additional tasks, and discuss outreach goals. The Kickoff Meeting and Working Session #1 (Task 2.1) will be the initial meetings with staff.

1.2 Coordination calls with City. Opticos will establish a schedule for regular team check-in calls using video conference (biweekly and as needed, up to 12) with City staff. Agendas will be available beforehand, and meeting notes will be shared through a cloud file-sharing system.

1.3 Administration & Quality Control. Opticos will manage the project to stay on schedule, within scope and budget, and maintain quality assurance. Meeting notes, including action items and deliverable dates, will be provided within the week of the meeting. Progress reports will be provided monthly, including a regularly updated project schedule and invoices.

Task 1 Deliverables

- Kickoff meeting agenda and meeting notes (PDF)
- Coordination meeting agenda and meeting notes (PDF)
- Monthly invoice, including progress report

Requests for City staff:

- Support in scheduling kickoff meeting and recurring coordination meetings

Task 2. Targeted Community Engagement

Meaningful input from the community and decision-makers throughout the project process is key to the success of the ODDS.

2.1 Working Session #1: Key Projects & Outcomes.

Early in the project process, Opticos will facilitate a virtual one-hour working session with City staff to hear about key projects and gain insight on what is seen as effective and what needs to be addressed for improvement. This can be in the standards for entire buildings or certain elements of a building.

2.2 Local Industry Roundtable Meeting (1).

In collaboration with City staff, Opticos will prepare for and facilitate a one-hour virtual roundtable meeting with local design and development industry professionals. This meeting will seek input and feedback from local designers, developers, builders, and realtors to receive feedback on the Public Draft ODDS for both ADUs and Mixed-use+Multi-family. We will work with City staff to identify local professionals for the meeting.

2.3 Planning Commission Study Sessions (2). In coordination with City staff, the Opticos team will prepare for and facilitate two virtual study sessions with the Planning Commission.

The first Study Session will be to review and gain feedback from the Planning Commission on the Public Draft ODDS for ADUs. The second Study Session will be to review and gain feedback on the Public Draft ODDS for Mixed-use+Multi-family.

2.4 Community Meeting (1). Two Opticos members will facilitate one in-person community meeting to present and receive feedback on the Public Draft ODDS for both ADUs and Mixed-use+Multi-family. We are open to your ideas on how to structure this meeting; initially, we propose these meetings as "Open House" format with a presentation and discussion portion at the beginning for attendees to ask questions, present ideas, and use in their review of the Open House materials posted on the walls of the venue.

Task 2 Deliverables

- Engagement preparation and facilitation, including materials and summary notes for community meetings (PDF)

Requests for City staff:

- Support in planning logistics and attendance at events by key City staff

Task 3. Research

The Opticos team will establish an understanding of Carmel-by-the-Sea from a physical and design perspective and a policy and regulatory perspective. This research will help in the targeted community engagement and in preparing the ODDS.

3.1 Field Visit and Microscale Documentation. Opticos will coordinate with City staff to prepare for and facilitate an in-person tour of key areas and projects. We will also prepare microscale documentation by measuring and photographing key and representative projects and design elements. This information will directly inform the new ODDS with Carmel's "DNA."

Opticos will identify the range of styles in Carmel-by-the-Sea and the prevalent style(s). We will prepare a diagram of sub-areas annotated with a range of styles, prevalent styles, and any character-defining architectural elements. We will use this information in the targeted community engagement to ask the following questions, among others:

- Which styles are preferred by the community?
- Where does the community think it important to regulate architectural style?
- Are there certain architectural elements, independent of style, that are preferred?

3.2 Review of Background Documents and Key Projects.

1. Background Documents. Opticos will review the General Plan's Land Use & Community Character Element and current Design Guidelines to understand the policy direction for what the objective design standards are to allow or require. We will also review the Local Coastal Plan and applicable chapters of the Carmel Municipal Code to identify how the ODDS can be incorporated without conflict.

2. Key Projects. Using the following questions, Opticos will review up to nine representative sets of plans for accessory dwelling units (three plans), multi-family residential (three plans) and mixed-use residential projects (three plans) to gain insight and clarity of standards compared to outcomes:

- How are the current standards being interpreted and applied by project designers and developers?
- Are there gaps in what the standards intend versus what complies with them?

3.3 Working Session #2: Findings and

Recommendations. The Opticos team will facilitate a one-hour virtual working session with City staff to discuss the findings and recommendations from Tasks 3.1 and 3.2

Task 3 Deliverables

- Summary of Task 3 Findings (Memo; up to 10 pages)
- Working Session agenda and notes (PDF)

Requests for City staff:

- Provide Opticos team with up to nine projects that include key desired outcomes and outcomes to be avoided
- Timely response to data request

Task 4. Objective Standards for ADUs

The Opticos team will work closely with City staff to prepare ODDS for ADUs.

4.1 Outline + Style Sheet for ODDS for ADUs. Opticos will prepare an outline to show the proposed content and organization specific to ODDS for Accessory Dwelling Units (ADUs). Included with this outline will be a style sheet that demonstrates the proposed look and feel of the ODDS documents, including example page layouts, fonts, colors, and numbering. Efforts will be made to identify a style and layout that could double as a "checklist" for applicants and reviewers to make the document as user-friendly, as possible.

4.2 Administrative Draft ODDS for ADUs. Opticos will develop form-based ODDS specific to ADUs, including diagrams and tables, that clearly communicate design intent and requirements for building and architectural design. The ODDS will include standards for up to three architectural styles consistent with the prevalent styles found from Task 3.1.

We will ensure that the document complies with applicable State laws and enables streamlined review by providing clear and measurable standards. The document will be designed to convey detailed information in a graphically rich, user-friendly format.

4.3 Public Draft ODDS for ADUs. Based on input and direction on Administrative Draft ODDS, Opticos will prepare and submit the Public Draft ODDS specific to ADUs to the City for review and discussion at Planning Commission and City Council hearings and for distribution to the general public for review and comment.

4.4 Working Session #3: Public Draft ODDS for ADUs. Opticos will schedule a one-hour virtual working session with City staff to discuss feedback on the Public Draft ODDS for ADUs, confirm edits for the Final ODDS for ADUs, and discuss the Outline for ODDS for multi-family and mixed-use buildings.

4.5 Final ODDS for ADUs, as adopted. Upon adoption of the ODDS for ADUs, Opticos will prepare final revisions to the ODDS to reflect the City Council's final actions.

Task 4 Deliverables

- Outline + Style Sheet (PDF)
- Agenda + Meeting Summary for Working Session
- Administrative Draft, Public Draft, and Final ODDS (IND & PDF file formats)

Requests for City staff:

- Timely review of drafts and consolidated comments
- Attendance at working session

Task 5. Objective Standards for MU+MF

Along with lessons learned in developing ODDS for ADUs, the Opticos team will work closely with City staff to prepare the ODDS for mixed-use and multi-family (MU+MF) projects.

5.1 Outline + Style Sheet for ODDS for MU+MF. Opticos will prepare an outline to show the proposed content and organization specific to ODDS for MU+MF projects. Included with this outline will be a style sheet that demonstrates the proposed look and feel of the ODDS documents, including example page layouts, fonts, colors, and numbering. If appropriate, this could follow the layout and style used for ODDS for ADUs.

5.2 Administrative Draft ODDS for MU+MF. Opticos will develop form-based ODDS specific to multi-family and mixed-use projects, including diagrams and tables, that clearly communicate design intent and requirements for building and architectural design. The Administrative Draft ODDS for MU+MF will include standards for up to three architectural styles consistent with the prevalent styles found from Task 3.1.

We will ensure that the document complies with applicable State laws and enables streamlined review by providing clear and measurable standards. The document will be designed to convey detailed information in a graphically rich, user-friendly format.

5.3 Public Draft ODDS for MU+MF. Based on input and direction on Administrative Draft ODDS for MU+MF, Opticos will prepare and submit the Public Draft ODDS specific to multi-family and mixed-use projects for to the City for review and for discussion at Planning Commission and City Council hearings and for distribution to the general public for review and comment.

5.4 Working Session #4: Public Draft ODDS for MU+MF. Opticos will schedule a one-hour virtual working session with City staff to discuss feedback on the Public Draft ODDS for MU+MF and confirm edits for the Final ODDS for MU+MF.

5.5 Final ODDS for MU+MF, as adopted. Upon adoption of the Public Draft ODDS for MU+MF, Opticos will prepare final revisions to the ODDS to reflect the City Council's final actions.

Task 5 Deliverables

- Administrative Draft, Public Draft, and Final ODDS (IND & PDF file formats)

Requests for City staff:

- Timely review of drafts and consolidated comments

Task 6. Public Meetings

6.1 Meeting Attendance & Support (2). One member of the Opticos team will attend up to two public meetings in person during the ODDS adoption process. We will support City staff in preparing for the meetings and will make presentations at the meetings at the City's request.

Task 6 Deliverables

- In-person attendance at public meetings (up to two total), including support to City staff in the preparation of materials and reports

Requests for City staff:

- Review and direction on draft presentation materials

Optional Tasks

Optional Task A. Additional Architectural Style.

Opticos will prepare standards for an architectural style in addition to those provided in this proposed work plan. The additional style is assumed to be one that Opticos has previously regulated. If it is not one that we have previously regulated, we will need more information from the City to provide a fee estimate.

Optional Task B. Site Test & Visualization. Using standards from the Administrative Draft ODDS (for ADUs or MU+MF), we will conduct tests on representative or opportunity sites for physical compatibility with the existing context. The test will be used to understand if the design outcomes indicate any gaps in the draft standards. This information will be used to refine the Public Draft ODDS.

Opticos will prepare up to two site visualizations for each site test. The visualizations will illustrate a typical level of information and detail as regulated by the Administrative Draft ODDS.

Optional Task C. Project Review Testing. We will test project applications (recently approved or under review) using the Administrative Draft ODDS (for ADUs or MU+MF) to gain insight into the project review process and to understand how those projects do or do not meet the draft standards. Findings from the project review testing will be used to refine the Public Draft ODDS.

Optional Task D. Screencheck Draft ODDS. Opticos will prepare and submit to City staff for internal review a Screencheck Draft of the ODDS (for ADUs or MU+MF) that addresses the comments received on the Administrative Draft ODDS.

Optional Task E. ODDS Checklist. In the event that the ODDS cannot be formatted as a checklist, Opticos will prepare a standalone checklist document or interactive checklist for the Final ODDS (for ADUs or MU+MF). The checklist will be created to ensure that both applicants and staff can easily understand the requirements for projects eligible for ministerial approval under State law and the City Code.

We look forward to speaking with you.



Opticos Design, Inc.

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Berkeley, California 94704
510.558.6957
info@opticosdesign.com

Certified



In 2007, Opticos became a founding B Corporation, establishing a triple bottom line of social, economic, and environmental responsibility.

City of Carmel-by-the-Sea
REQUEST FOR PROPOSALS



**OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS
CONSULTANT SERVICES**

Objective Design and Development Standards (ODDS) for Qualifying
Accessory Dwelling Units, Multi-Family Residential, and
Mixed-Use Residential Projects

Date Issued:

Wednesday, December 18, 2024

Submittal Deadline:

Monday, February 3, 2025, at 5:00 P.M.

Issued By: City of Carmel-by-the-Sea
Community Planning & Building Department
Monte Verde 4 SE Ocean Avenue
PO Box CC
Carmel-by-the-Sea, CA 93921
www.ci.carmel.ca.us

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Proposals Due: Monday, February 3, 2025, at 5:00 pm.

Consultants may view and download this RFP electronically from the City's website at www.ci.carmel.ca.us. Consultants are responsible for checking the City's website for any updates and addenda related to this RFP. For any questions or assistance, please reach out to the City's contact: housing@ci.carmel.ca.us.

Schedule of Activities: The City reserves the right to amend the schedule below as necessary.

RFP released	December 18, 2024
Deadline for Questions Submitted (5:00 p.m.)	January 17, 2025
Proposal Submission Deadline (5:00 p.m.)	February 3, 2025
Proposal Evaluation	February 17, 2025
Consultant Interviews/Presentations (if necessary)	Week of February 17, 2025
Contract Negotiations and Execution	Week of February 24, 2025

City Contact: For all questions related to the RFP, email the City's Contact listed below:

Marnie R. Waffle, AICP, Principal Planner
 City of Carmel-by-the-Sea
 Community Planning & Building Department
 PO Box CC
 Carmel-by-the-Sea, CA 93921
 (831) 620-2057
housing@ci.carmel.ca.us

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

A. Purpose

The City of Carmel-by-the-Sea (City) is seeking proposals from qualified professional consultants to develop objective design and development standards for qualifying accessory dwelling units, multi-family residential, and mixed-use residential projects. Consultants may either be individuals or firms.

B. Overview

The City of Carmel-by-the-Sea is one-square-mile with a population just over 3,000 people. Carmel is a coastal village located wholly within the coastal zone and is known internationally for its white sand beach, quaint downtown, and charming architecture. Incorporated in 1916, Carmel is a community founded by artists and writers. The absence of formal sidewalks in the residential district contributes to the forest character of the village which also contains over 80 acres of parkland.

While Carmel is primarily a residential community, the commercial district boasts over 800 businesses providing a wide array of products and services. It is a world-renowned destination with numerous hotels, restaurants, and shops, art galleries, theatres and music venues. Over 300 buildings are listed on the local historic inventory.

The City is seeking a Consultant to develop objective design and development standards for accessory dwelling units, multi-family residential, and mixed-use residential projects. The standards should honor the architectural history and diversity of the village. The integration of new buildings should respect the scale and character of the village. Particular attention should be given to high-quality building design, architectural style, massing, and height transitions.

Objective design review standards are defined under State law as, *“standards that involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal”* (California Government Code, Section 65913.4).

Carmel’s current Residential Design Guidelines and Commercial Design Guidelines were adopted by the City Council in the early 2000’s, and can be found at:

<https://ci.carmel.ca.us/post/design-studyreview-process>, under **Design Guidelines**

The Carmel General Plan also includes a **Land Use & Community Character Element** which can be found at: <https://ci.carmel.ca.us/post/general-plan>

Consultants are encouraged to review existing policies and guidelines to understand the qualities and architectural heritage of the village. The City is establishing objective design and development standards to:

- Comply with recent State housing legislation.
- Implement streamlined and ministerial review processes for qualifying housing projects.
- Ensure that qualifying projects align with the City's architectural heritage.
- Provide a set of clear criteria to guide development.
- Establish an objective framework by which a qualifying project will be evaluated.

This is an implementing program of the City's 6th cycle housing element adopted by the City Council and certified by the State Department of Housing and Community Development in April 2024.

C. Minimum Qualifications

The city is seeking proposals from Consultants with the following minimum qualifications including work experience in coastal areas with unique architectural character:

1. All Consultants must demonstrate that they meet the qualifications set forth in this RFP.
2. Consultants shall identify all key personnel, and each must meet the qualifications set forth in this RFP.
3. Consultants must demonstrate hands-on experience with the development of objective design and development standards.
4. Consultants must have strong communication skills and the ability to communicate effectively with the community and decision makers.
5. Consultants must demonstrate that they have no connection to the city and its staff that could impact their performance of services.
6. All Consultants shall provide at least three references.

The selected Consultant shall have knowledge of the California Coastal Act and Local Coastal Plans, and experience in preparing planning documents, including objective design and development standards, design guidelines, development regulations, and municipal code amendments. The selected Consultant should have the following knowledge and experience:

- Development of objective standards related to high-quality building design, architectural style, and height transitions.
- Experience in preparing design guidelines, objective design standards, and similar planning documents.
- Knowledge of the California Coastal Act and Local Coastal Plans.
- Ability to interpret and apply applicable Carmel-by-the-Sea codes, policies, standards, and guidelines.
- Provide timely responses to the city.

- Ability to provide insurance and indemnities to the City. Professional liability insurance is required. The terms and conditions of the Professional Services Agreement will be negotiated at the appropriate time.
- Experience working with subcontracted consultants where appropriate.

Consultants shall also comply with the following provisions:

1. Each Consultant is responsible for determining and complying with all applicable City business licensing requirements.
2. Each Consultant is responsible for determining and complying with all applicable professional licensing requirements.

D. General Provisions and Requirements

1. Questions related to contract administration matters should be directed to the City's Contact at housing@ci.carmel.ca.us.
2. The Consultant shall maintain any key personnel throughout the duration of the services provided. The Consultant shall conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner. The city must approve of any key personnel changes in advance through personnel qualifications review and oral interviews with City staff.
3. The Consultant shall verify that all information submitted to the City is up to the Consultant's professional standards and satisfaction. Note and report any discrepancies observed in the course of professional activities covered by the services.
4. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, etc. unless otherwise specified.

E. Scope of Services

The city is seeking proposals from Consultants with qualifications and work experience in developing objective design and development standards related to high-quality building design, architectural style, and height transitions. All objective design and development standards shall address accessory dwelling units, multi-family residential and mixed-use residential projects. The objective design and development standards shall be developed consistent with the purpose and intent of existing residential and commercial design guidelines as well as the City of Carmel-by-the-Sea General Plan and Local Coastal Plan for the review of qualifying housing development applications as required by State law.

Typical services include, but are not limited to:

- Initial meetings with staff.
- Review and analysis of existing planning documents: General Plan, Local Coastal Plan, Residential Design Guidelines, Commercial Design Guidelines, and applicable chapters of the Carmel Municipal Code.

- Field visits and windshield surveys of existing housing developments.
- Proposal scope, products (documents), and schedule.
- Attendance at public meetings to present proposals as required.
- Preparation of administrative draft documents.
- Preparation of draft documents for public review.
- Review of draft documents, including review by applicable committees and attendance at public meetings as required.
- Preparation of final documents for adoption.
- Recommendations for the next steps.

F. Proposal Format and Submittal Requirements

Submitting the Proposal

The proposal must be received by the city no later than Monday, February 3, 2025, at 5:00 p.m. The city requires that all proposals be submitted electronically via email or file sharing sites. The proposal shall be clearly marked for “**City of Carmel-by-the-Sea – Objective Design and Development Standards Proposal**” and emailed to:

Marnie R. Waffle, AICP, Principal Planner
City of Carmel-by-the-Sea
Community Planning and Building Department
housing@ci.carmel.ca.us

Each Consultant is responsible for confirming the City’s receipt of the proposal. Receipt of a proposal by any other City office will not constitute “delivery” as required by this proposal. Each Consultant assumes full responsibility for the timely delivery of its proposal. Any proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. No Consultant may submit more than one proposal for this work.

Each proposal must include the following information:

Cover Letter (Maximum 2 pages): Cover letter giving an overview of the Consultant’s general expertise, experience, and ability to perform the scope of services described in this RFP. Include a statement of your general philosophy to undertaking the work. The cover letter shall be signed by an authorized representative of the firm. **Attachment 4** is the City’s standard contract for the Professional Services Agreement. In the cover letter, state that the City’s contract template is acceptable to the Consultant or list any exceptions or change requests to the contract provisions.

Certification Forms: Complete and sign the following certification forms,

Attachment 1 – Conflict of Interest Statement

Attachment 2 – References**Attachment 3 – Statement regarding Insurance Coverage and Worker’s Compensation Insurance Acknowledgment Certificate**

Review of Scope of Services (Maximum 3 pages): Consultants must comment on their ability to realistically provide the services listed in the Proposed Scope of Services as outlined. Provide comments and suggest modifications, changes, and/or additions as appropriate. Indicate your approach to the project and what specialized skills, services, or unique insights you or your team would bring to the project. Proposals should include how action items would be identified to accomplish the goals and objectives. Describe how and when data and materials will be delivered to the city.

Experience and Expertise: Discuss prior related experience satisfying Minimum Qualifications and what would make you or your firm qualified for development of objective design and development standards consultant services. Emphasize projects of similar scope and magnitude. Any prior expertise in the implementation mechanisms should be explained. Describe experience in the development of objective design and development standards.

Qualifications of Key Personnel: Identify a project manager and key individuals on the Consultant’s team and their resumes highlighting relevant qualifications and experiences. Indicate projects that they were assigned to and their specific roles and responsibilities.

Provide a statement regarding the team or firm’s commitment to keep the same personnel throughout this engagement with the city.

Timeline: Provide a timeline for each element of the proposal that is both rigorous and realistic. The timeline should include how the project will be managed and scheduled and potential ways to phase this work aligned to the approach.

Samples: Provide one to three examples of work products (electronically) involving objective design and development standards.

Disclosure of Litigation/Discipline: If you or firm has ever been disciplined or censured by any regulatory body, disclose the principal facts. If, within the last five years, you or your firm has ever been involved in litigation or other legal proceedings relating to the provision of services, provide an explanation and indicate the current status or disposition of the proceedings.

References (see Attachment 2): A minimum of three (3) current references from past projects (of similar scope) must be provided. All references must contain relevant projects completed within the past five (5) years. Provide the following information for each reference:

Firm, Owner, or Agency Name, Address, Telephone Number, and Email Address
Project Description, List of Services Provided

Insurance Coverage: If applicable, identify carriers, types, and limits of insurance carried. If selected by the City, the Consultant shall maintain minimum coverage requirements for commercial general liability, automobile liability, professional liability, and workers' compensation as specified in the Professional Services Agreement unless waived by the City Attorney. The Consultant may achieve the required limits and coverage through a combination of primary and excess or umbrella liability insurance provided such policies result in the same or greater coverage as the coverage required by City, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. If selected by the City, the Consultant shall cause the insurance policies required herein to include the City, and their respective officials, officers, employees, and volunteers as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The Consultant shall provide certificates of insurance to the City that evidence compliance with the above.

Preliminary Fee Schedule: Submit a Preliminary Fee Schedule for services provided by the Consultant. The Preliminary Fee Schedule shall be inclusive of all potential work and labor including, but not limited to, the Consultant's costs for site visits and travel expenses. Each element of the proposal should be itemized and include a time frame, specific personnel to complete, and the cost associated with the item. The City reserves the right to select from the menu of ideas presented in the proposal.

Note: This project is being funded, in part, through a Regional Early Action Planning (REAP) 2.0 grant. REAP 2.0 was established through AB 140 (July 2021). The Association of Monterey Bay Governments (AMBAG) approved the grant guidelines in June 2023. The City of Carmel-by-the-Sea has been awarded \$79,985.00.

Addenda: If any revisions to this RFP become necessary, the City shall provide responses and clarifications to questions via addenda. The last day for the issuance of an addendum is **Friday, January 24, 2025**.

Addenda to this RFP, if issued, will be posted on the City's website at www.ci.carmel.ca.us. All Consultants shall verify whether the City has issued an addendum for this Project prior to submitting their proposal and ensure that all requirements of addenda are included.

G. Evaluation Process

The evaluation of proposals shall be within the sole judgment and discretion of the City. All contacts during the evaluation phase shall be through the City's Contact only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Consultant to contact any reviewers of the proposals except for the City's Contact may jeopardize the integrity of the evaluation and selection process and risk possible disqualification.

During the proposal evaluation process, written questions or requests for clarification may be submitted by the city to a Consultant regarding its proposal or related matters. Failure to respond

in a timely manner to any such questions or requests may be grounds for the elimination of the Consultant from further consideration.

The city will evaluate each proposal meeting the qualification requirements set forth in this RFP. After the review of proposals, the highest-ranked Consultants may be invited for oral interviews as part of the selection process, if necessary. The Consultant will be notified of the time and date of oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

The City shall be the sole judge of the evaluation of all proposals. The City's decision shall be final. The City reserves the right to reject any and all proposals and waive any irregularity or minor defects in any proposal received.

H. Proposal Evaluation Criteria

The following criteria will be used to evaluate the proposals:

- 1. Conflict of Interest Statement and Non-Collusion Declaration (Pass/Fail)**
 - a. Disclosure of any financial, business, or other relationship with the City of Carmel-by-the-Sea that may have an impact upon performance of services.
 - b. List of current clients who may have a financial interest in the outcome of this contract.
- 2. Completeness/Organization of the Proposal (5 points)**
 - a. Proposal that is current, accurate, and complete in accordance with the requirements of this RFP. The proposal format and organization shall follow the requirements herein. Proposals that do not include the content requirements identified within this RFP and subsequent addenda and do not address items listed shall be considered incomplete.
- 3. Organization and Approach (10 points)**
 - a. Familiarity with the desired services and demonstrates understanding of objectives.
 - b. Similar experience in development of objective design and development standards in the public and/or non-profit sectors.
- 4. Qualifications & Experiences (10 points)**
 - a. Meets Minimum Qualifications.
 - b. Identifies relevant experience, specific qualifications, and technical expertise.
 - c. Demonstrates a history of success in the development of objective design and development standards for other clients.
- 5. Consultant Accessibility (5 points)**
 - a. A statement addressing ability to fulfill the required responsibilities.

6. References (10 points)

- a. Provide references with the names of at least three (3) agencies the Consultant has previously consulted for in the past five (5) years.

The City will consider any requested changes to the City's standard contract template but may not be able to accommodate all requested changes.

I. Oral Interview (if necessary)

If necessary, the top-ranking Consultant(s) may be invited to participate in Oral Interviews for a Consultant presentation and Q&A session. A Consultant will be notified of the time and date for oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

Following the City's determination of the best qualified Consultant for this work, scope of services and final terms will be negotiated, and the Consultant and the City will execute the City's standard Professional Services Agreement (**Attachment 4**).

The proposed schedule is as follows:

<u>Activity</u>	<u>Anticipated Dates</u>
RFP released	December 18, 2024
Deadline for Questions Submitted (5:00 p.m.)	January 17, 2025
Proposal Submission Deadline (5:00 p.m.)	February 3, 2025
Proposal Evaluation	February 17, 2025
Consultant Interviews/Presentations (if necessary)	Week of February 17, 2025
Contract Negotiations and Execution	Week of February 24, 2025

J. Additional Information

1. **Reservation of Rights.** The City reserves the right to accept or reject any or all proposals, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the RFP. The City also reserves the right to accept or reject any individual subconsultant that a candidate proposes to use. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Consultants. The City's standard form of consultant agreement will form the basis of the contract between the parties.
2. **Consultant's Costs.** Each Consultant responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs, and travel expenses, including but not limited to vehicle miles, vehicle rentals, flights, transit fares, and meals, are at the Consultant's sole expense. The City shall not, under any circumstances, be responsible for any cost or expense incurred by the Consultant. In addition, each Consultant

acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the City.

3. **Communicating with the City.** If you have any questions regarding this RFP, please communicate with the City's Contact:

Marnie R. Waffle, AICP, Principal Planner
 City of Carmel-by-the-Sea
 Community Planning and Building Department
 PO Box CC
 Carmel-by-the-Sea, CA 93921
 (831) 620-2057
housing@ci.carmel.ca.us

The City's sole point of contact for this RFP shall be the City's Contact who shall administer the RFP process. All communications shall be submitted in writing and shall specifically refer to this RFP (identify in the subject line). Only answers issued by the Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. No contact with other City staff, City Council members, or any other public official concerning the Project during the RFP process is allowed. A violation of this provision may result in the disqualification of the Consultant.

4. **Public Record.** All responses to this RFP become property of the City and will be kept confidential, subject to the requirements of the California Public Records Act, until a recommendation for the award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 6250 *et seq*). Unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, or any other written communication between the City and any Consultant, and between City employees or consultants, regarding the procurement, shall be available to the public. In any event, the City shall have no liability to Consultant for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the City to withhold information in violation of the California Public Records Act or other laws.
5. **Equal Opportunity.** The City hereby notifies all Consultants that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.

6. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the contract. Legal action may be instituted only in the Monterey County Superior Court, State of California, or the United States District Court for the Northern District of California.
7. **Adherence to All Local, State, and Federal Laws and Requirements.** The Consultant shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction relevant in any way to the Consultant's scope of work.

K. Attachments

The following attachments are incorporated into the Request for Qualifications:

Attachment 1 – Conflict of Interest Statement

Attachment 2 – References

Attachment 3 – Statement regarding insurance coverage and worker's compensation insurance
acknowledgement certificate

Attachment 4 – Standard Consultant Services Agreement

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

The undersigned declares:

I/We _____ (Insert Name) have the following financial, business, or other relationship with the **City of Carmel-by-the-Sea** that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Consultant covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Consultant certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the City. Through its submittal of a proposal, Consultant acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the City if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Consultants, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Consultant, or who has quoted prices on materials to a Consultant, is not thereby

disqualified from submitting a sub-proposal or quoting prices to other Consultants. Reasonable ground for believing that any Consultant is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Consultant is interested. If there is reason to believe that collusion exists among the Consultants, the City may refuse to consider proposals from participants in such collusion. Consultants shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Consultant, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____[city], _____[state].

Consultant Name (Person, Firm, Corp.)

Title of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip

(Date)

(Signed)

ATTACHMENT 2 - REFERENCES

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES
THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

Reference No. 1.

Name of Agency	Agency Address
Contact Name	Contact Title
Contact Telephone	Contact Email Address
Contract Period	Contract Amount

Description of services performed including costs.

Reference No. 2.

Name of Agency	Agency Address
Contact Name	Contact Title
Contact Telephone	Contact Email Address
Contract Period	Contract Amount

(next page)

Description of services performed including costs.

Reference No. 3

Name of Agency	Agency Address
Contact Name	Contact Title
Contact Telephone	Contact Email Address
Contract Period	Contract Amount

Description of services performed including costs.

I hereby certify that the Consultant performed the work listed above.

Consultant Signature

Printed Name

Date

ATTACHMENT 3 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

CONSULTANT HEREBY CERTIFIES that the Consultant has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Consultant be awarded a contract for Services, Consultant further certifies that the Consultant can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the **City of Carmel-by-the-Sea** as additional insured for the Services specified.

By certifying this form, the Consultant also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Printed Name of Consultant (Person, Firm, or Corporation)

Signature of Consultant's Authorized Representative

Name & Title of Authorized Representative

Date Signed

**ATTACHMENT 4 - CITY OF CARMEL-BY-THE-SEA STANDARD CONSULTANT SERVICES
AGREEMENT**

[ATTACHED BEHIND THIS PAGE]

City of Carmel-by-the-Sea
REQUEST FOR PROPOSALS



**OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS
CONSULTANT SERVICES**

Objective Design and Development Standards (ODDS) for Qualifying
Accessory Dwelling Units, Multi-Family Residential, and
Mixed-Use Residential Projects

Date Issued:

Wednesday, December 18, 2024

Submittal Deadline Extended:

Monday, March 3, 2025, at 5:00 P.M.

Issued By: City of Carmel-by-the-Sea
Community Planning & Building Department
Monte Verde 4 SE Ocean Avenue
PO Box CC
Carmel-by-the-Sea, CA 93921
www.ci.carmel.ca.us

Proposals Due: Monday, March 3, 2025, at 5:00 pm.

Consultants may view and download this RFP electronically from the City's website at www.ci.carmel.ca.us. Consultants are responsible for checking the City's website for any updates and addenda related to this RFP. For any questions or assistance, please reach out to the City's contact: housing@ci.carmel.ca.us.

Schedule of Activities: The City reserves the right to amend the schedule below as necessary.

RFP released	December 18, 2024
Proposal Submission Deadline (5:00 p.m.)	March 3, 2025
Proposal Evaluation	March 10, 2025
Consultant Interviews/Presentations (if necessary)	Week of March 17, 2025
Contract Negotiations and Execution	Week of March 24, 2025

City Contact: For all questions related to the RFP, email the City's Contact listed below:

Marnie R. Waffle, AICP, Principal Planner
 City of Carmel-by-the-Sea
 Community Planning & Building Department
 PO Box CC
 Carmel-by-the-Sea, CA 93921
 (831) 620-2057
housing@ci.carmel.ca.us

City of Carmel-by-the-Sea
REQUEST FOR PROPOSALS



**OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS
CONSULTANT SERVICES**

Objective Design and Development Standards (ODDS) for Qualifying
Accessory Dwelling Units, Multi-Family Residential, and
Mixed-Use Residential Projects

Date Issued:

Wednesday, December 18, 2024

Submittal Deadline Extended:

Monday, March 24, 2025, at 5:00 P.M.

Issued By: City of Carmel-by-the-Sea
Community Planning & Building Department
Monte Verde 4 SE Ocean Avenue
PO Box CC
Carmel-by-the-Sea, CA 93921
www.ci.carmel.ca.us

Proposals Due: Monday, March 24, 2025, at 5:00 pm.

Consultants may view and download this RFP electronically from the City's website at www.ci.carmel.ca.us. Consultants are responsible for checking the City's website for any updates and addenda related to this RFP. For any questions or assistance, please reach out to the City's contact: housing@ci.carmel.ca.us.

Schedule of Activities: The City reserves the right to amend the schedule below as necessary.

RFP released	December 18, 2024
Proposal Submission Deadline (5:00 p.m.)	March 24, 2025
Proposal Evaluation	March 31, 2025
Consultant Interviews/Presentations (if necessary)	Week of April 7, 2025
Contract Negotiations and Execution	Week of April 14, 2025

City Contact: For all questions related to the RFP, email the City's Contact listed below:

Marnie R. Waffle, AICP, Principal Planner
 City of Carmel-by-the-Sea
 Community Planning & Building Department
 PO Box CC
 Carmel-by-the-Sea, CA 93921
 (831) 620-2057
housing@ci.carmel.ca.us



CITY OF CARMEL-BY-THE-SEA
City Council
Staff Report

September 9, 2025
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Marnie Waffle, Principal Planner, AICP

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2025-081 approving a revised Reasonable Accommodation policy and procedure (C11-01) to ensure individuals with disabilities have equal access to housing (*Estimated time - 20 minutes*)

RECOMMENDATION:

Adopt Resolution 2025-081 approving a revised Reasonable Accommodation policy and procedure (C11-01) to ensure individuals with disabilities have equal access to housing (*Estimated time - 20 minutes*)

BACKGROUND / SUMMARY:

Senate Bill (SB) 520 (2001) required California jurisdictions to address and, where appropriate and legally possible, remove governmental constraints on the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. Further, a Housing Element must include a program that removes constraints on, or provides reasonable accommodations for, housing intended for occupancy by persons with disabilities. An individual with a disability is generally defined as someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such an impairment; or anyone with a record of such impairment.

The City's 4th cycle Housing Element (2007-2014) included Program 3-5.1.a to adopt Reasonable Accommodation Procedures pursuant to SB 520. On September 8, 2010, the Planning Commission unanimously recommended that the City Council approve a Reasonable Accommodation policy. On July 12, 2011, the City Council adopted

Resolution 2011-36 approving City Council Policy C11-01, Reasonable Accommodation (**Attachment 4**).

Reasonable Accommodation Policy and Procedure

The existing Reasonable Accommodation policy and procedures contain eight sections. Each section is listed below, followed by a brief description.

- I. **Purpose.** This section describes the purpose of the policy as providing individuals with disabilities reasonable accommodation in rules, policies, practices, and procedures to ensure equal access to housing.
- II. **Applicability.** Any individual (or representative) with a disability may apply for reasonable accommodation when a specific rule, policy, or regulation limits their ability to use or access housing. This is consistent with federal and state requirements.
- III. **Notice of Reasonable Accommodation Policy.** The policy requires the City to provide public notice that a procedure exists to apply for reasonable accommodations. This is done primarily at City Hall and on the City's website.
- IV. **Application Process.** The policy establishes a clear application process for requesting accommodations and describes what is required to file a complete application.
- V. **Review Authority.** The policy grants the Department of Community Planning and Building the authority to approve requests for reasonable accommodation for projects that do not require review by the Planning Commission or City Council. For projects that require review by the Planning Commission and/or City Council, the final decision-making body shall have the authority to approve the requested accommodation.
- VI. **Required findings.** The policy establishes the findings required to approve a request for accommodation. These ensure that the requested accommodation is necessary and will not fundamentally alter the City's General Plan and governing policies.
- VII. **Conditions of Approval.** The policy establishes the ability to place special conditions of approval on the accommodation. This could include a requirement that the accommodation be removed or rectified in the future when the need no longer exists and/or other conditions deemed appropriate to the specific situation.
- VIII. **Appeals.** The policy establishes an appeal process for aggrieved applicants or other members of the public.

Since 2011, 14 requests for reasonable accommodation have been granted, with almost half (43 percent) including requests for more than one waiver. Most requests (70

percent) included waivers of site coverage regulations to facilitate the installation of accessible ramps, walkways, and/or wheelchair lifts. Additionally, 36 percent of requests included a setback waiver.

2023-2031 Housing Element Update

State law requires that the General Plan Housing Element be updated every 8 years. Part of each update includes identifying housing needs for people with disabilities and identifying potential constraints to equal housing opportunities. During the 6th cycle Housing Element update, a review of City Council Policy C11-01, Reasonable Accommodation, identified three potential issues. Program 3.2.A, Reasonable Accommodation Procedures, was created to address these issues and includes the following actions:

1. Explore reduced or waived permit fees for persons with disabilities.
2. Eliminate subjectivity from the following required finding: “the requested accommodation will not result in a significant and unavoidable negative impact on adjacent uses or structures.”
3. Amend the definition of “aggrieved party” to limit the parties eligible to appeal a request for a reasonable accommodation to the applicant or the personal beneficiary.

The Planning Commission considered revisions to the current policy and procedures at its meeting on July 9, 2025. The Commission adopted Resolution 2025-033-PC (**Attachment 3**), recommending that the City Council approve the revisions with the requirement that a deed be recorded against the property to disclose the granted waivers to future owners.

Staff Analysis

The revised Reasonable Accommodation policy and procedures implement Goal H3, Policy 3.2, and Program 3.2.A of the 6th cycle Housing Element (2023-2031). The text below has been copied directly from the Housing Element adopted in April 2024. The Redlined version of the policy is included as **Attachment 2**.

Goal H3: Provide opportunities for new affordable and other special needs housing.

Policy 3.2: Recognize the special needs of persons with disabilities and the need to retain flexibility in the design review process to accommodate these needs.

Program 3.2.A: Reasonable Accommodation Procedures – AFFH

A reasonable accommodation is any change, exception or adjustment to a rule, policy, practice or service that allows a person with a disability to have an equal opportunity to participate. Information on reasonable accommodation procedures will continue to be

provided at City Hall and on the City’s website. The City will evaluate and revise Policy C11-01, which describes procedures to provide reasonable accommodation and will explore reduced or waived permit fees for persons with disabilities in compliance with the provisions of SB 520, in an effort to remove any additional barriers and encourage those with disabilities to apply.

To eliminate subjectivity from the required findings for requests for reasonable accommodation, the City will amend the Municipal Code to remove the findings requirement for requested accommodations stating, “the requested accommodation will not result in a significant and unavoidable negative impact on adjacent uses or structures.”

Further, the City will amend the definition of aggrieved parties in the Municipal Code. An exception for reasonable accommodation appeals will limit the parties eligible to appeal a request for a reasonable accommodation permit to the applicant or the personal beneficiary.

Quantified Objective: 8 applications

Timeframe: Adoption of revised policy and Municipal Code amendment by June 2025

Responsible Party: Community Planning and Building Department

Funding Source: General Fund

(Formerly Program 3-5.1: Reasonable Accommodation Procedures)

Explore Reduced or Waived Permit Fees

State and federal fair housing laws require local jurisdictions to permit reasonable accommodations; however, the law does not standardize the fees associated with these accommodations. Cities may charge nothing, assess a modest administrative cost, or roll the cost into other permit fees (if applicable). The Design Review and Appeal fees collected by the City of Carmel are based on cost recovery and do not generate revenue for the city.

The Fiscal Year 2025-2026 fee schedule established an application fee of \$205 for requests for reasonable accommodations. This fee is in addition to any other design review fee that may be required for the project. Design review fees range from \$373 for a streamlined review (e.g., new fence) to \$6,235 for a track two design study (e.g., new house). Applicants who pay fees by credit card are assessed a bank service fee of 3.5%.

The cost to appeal a decision by the Director to the Planning Commission is \$2,044. The cost to appeal a decision by the Planning Commission to the City Council is \$2,190. **Table 1** below provides a summary of fees.

Table 1. Permit Fees

Permit Type	Streamlined Design Study/ Review	Track One Design Study/ Review - Minor	Track One Design Study/ Review - Major	Track Two Design Study/ Review - Minor	Track Two Design Study/ Review - Major
Reasonable Accommodation	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00
Design Review Permit Fee	\$ 373.00	\$ 708.00	\$ 1,016.00	\$ 4,012.00	\$ 6,235.00
Total Permit Fees	\$ 578.00	\$ 913.00	\$ 1,221.00	\$ 4,217.00	\$ 6,440.00
Credit Card Service Fee 3.5%	\$ 20.23	\$ 31.96	\$ 42.74	\$ 147.60	\$ 225.40
Grand Total	\$ 598.23	\$ 944.96	\$ 1,263.74	\$ 4,364.60	\$ 6,665.40
Appeal to Planning Commission	\$ 1,996.00	\$ 1,996.00	\$ 1,996.00	\$ 1,996.00	\$ 1,996.00
Credit Card Service Fee 3.5%	\$ 69.86	\$ 69.86	\$ 69.86	\$ 69.86	\$ 69.86
Subtotal	\$ 2,065.86	\$ 2,065.86	\$ 2,065.86	\$ 2,065.86	\$ 2,065.86
Total Permit Fees: 1 Appeal	\$ 2,574.00	\$ 2,909.00	\$ 3,217.00	\$ 6,213.00	\$ 8,436.00
Total Service Fees	\$ 90.09	\$ 101.82	\$ 112.60	\$ 217.46	\$ 295.26
Appeal to City Council	\$ 2,139.00	\$ 2,139.00	\$ 2,139.00	\$ 2,139.00	\$ 2,139.00
Credit Card Service Fee 3.5%	\$ 74.87	\$ 74.87	\$ 74.87	\$ 74.87	\$ 74.87
Subtotal	\$ 2,213.87	\$ 2,213.87	\$ 2,213.87	\$ 2,213.87	\$ 2,213.87
Total Permit Fees: 2 Appeals	\$ 4,713.00	\$ 5,048.00	\$ 5,356.00	\$ 8,352.00	\$ 10,575.00
Total Service Fees	\$ 164.96	\$ 176.68	\$ 187.46	\$ 292.32	\$ 370.13

Of the 14 applications submitted since 2011 for reasonable accommodations, all were associated with either a streamlined or track one design study, and none were appealed. Staff does not recommend any changes to the current fee structure.

Eliminate Subjectivity from Required Findings

Section VI of the existing Reasonable Accommodation policy sets forth the findings for decision on a request for reasonable accommodations. Finding (5) currently states,

(5) That the requested accommodation will not result in a significant and unavoidable negative impact on adjacent uses or structures.

This finding has been identified as a potential constraint due to its subjectivity. While all of the findings have an element of subjectivity, this finding in particular was singled out due to its association with adjacent uses or structures. Staff recommends that this finding be replaced with Finding E., consistent with the California Coastal Act:

E. The requested accommodation is consistent with Chapter 3 of the California Coastal Act of 1976, and with the Interpretative Guidelines for Coastal Planning and Permits as established by the California Coastal Commission dated February 11, 1977, and any subsequent amendments, and, within the certified Local Coastal Program Land Use Plan.

Where a request for reasonable accommodation is not consistent with these regulations, the City may waive compliance with an otherwise applicable provision of these regulations and approve the request for reasonable accommodation if the City finds:

a. That the requested reasonable accommodation is consistent, to the maximum

extent feasible, with the regulations identified in this subsection.

b. The accommodation minimizes inconsistencies with and will not require a fundamental alteration of the City's Local Coastal Program.

c. That there are no feasible alternative means for providing an accommodation at the property that would provide greater consistency with the regulations identified in this subsection.

d. Alternative accommodations which may provide an equivalent level of benefit do not exist.

The proposed finding retains elements of subjectivity but focuses on the merits of the request and potential alternatives that align more closely with the California Coastal Act. Staff finds this to be appropriate because the City of Carmel is located entirely within the coastal zone.

To balance coastal resource protection with the granting of waivers of regulations contained within the City's certified Local Coastal Program, the finding has been expanded to provide a more specific framework for the Director or the Planning Commission to weigh requests for accommodations. Specifically, it guides the decision-maker to evaluate the request and seek solutions that have the least impact on the objectives of the local coastal program, while still ensuring that persons with disabilities can access housing throughout the community.

Amend Definition of Aggrieved Parties

The current Reasonable Accommodation policy allows decisions on a reasonable accommodation request to be appealed in accordance with the procedures outlined in Carmel Municipal Code Chapter 17.64. This appears to be a typographical error as Chapter 17.64 is Findings Required for Permits and Approvals. The Appeals chapter is Chapter 17.54. In Chapter 17.54, *any aggrieved person* can file an appeal. Chapter 17.70 (List of Terms and Definitions) defines "aggrieved person" as follows:

An "aggrieved person" means any person who, in person or through a representative, appeared at a City public hearing in connection with the decision or action appealed, or who, by other appropriate means prior to a hearing, informed the City of the nature of his/her concerns or who for good cause, was unable to do either (i.e., defective notice). "Aggrieved person" includes the applicant for a permit.

This definition has been identified as a potential constraint, as it allows anyone to file an appeal of a decision on a reasonable accommodation request, regardless of whether they are directly impacted. To address this constraint, Housing Element Program 3.2.A recommends that the Carmel Municipal Code definition of "aggrieved person" be amended.

Staff does not recommend amending the Carmel Municipal Code definition of "aggrieved person" because this would alter who has standing to appeal on all decisions, not just decisions on reasonable accommodation requests. Instead, Staff recommends that the Reasonable Accommodation policy specify who has standing to

appeal a decision on a request for reasonable accommodation.

The proposed language in the revised Reasonable Accommodation policy limits who can file an appeal (the “aggrieved person”) to the applicant, a personal beneficiary (i.e., a resident with a disability) if different from the applicant, or an abutting property owner. “Abutting” is defined as being next to or having a common boundary with the project site. No changes are proposed to the definition of an aggrieved person in the Carmel Municipal Code.

Other Revisions

Staff also recommends updating the language throughout the policy to reflect best practices, improve grammar, establish consistent formatting, and provide additional clarity (**Attachment 2**).

Environmental Review

Staff recommends that the City Council find that the policy updates are not a project under the California Environmental Quality Act (CEQA), State CEQA guidelines, and local environmental regulations, as defined in Public Resources Code Section 21065 and CEQA Guidelines Section 15378.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

The City Council adopted Resolution 2011-36, which adopted Reasonable Accommodation Policy C11-01, on July 12, 2011. No changes have been made to the policy since 2011.

ATTACHMENTS:

1. Resolution 2025-081
2. Updated RA Policy C11-01_redlined_v2
3. Planning Commission Recommendation - Reso 2025-033-PC
4. Current Reasonable Accommodation Policy C11-01 (Adopted in 2011)

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

CITY COUNCIL RESOLUTION NO. 2025-081

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA FINDING THAT
UPDATING THE REASONABLE ACCOMMODATION POLICY IS NOT A PROJECT UNDER CEQA AS
DEFINED IN PUBLIC RESOURCES CODE SECTION 21065 AND CEQA GUIDELINES SECTION 15378
AND APPROVING A REVISED REASONABLE ACCOMMODATION POLICY AND PROCEDURE TO
ENSURE INDIVIDUALS WITH DISABILITIES HAVE EQUAL ACCESS TO HOUSING**

WHEREAS, the City of Carmel-by-the-Sea is a unique community that prides itself on its village-in-the-forest character; and

WHEREAS, the City has adopted a General Plan that provides clear goals, policies, and objectives regarding maintaining and improving this character; and

WHEREAS, California Senate Bill (SB) 520 (2001) required that California jurisdictions adopt policies and procedures to provide reasonable accommodation for people with disabilities; and

WHEREAS, the City Council of the City of Carmel-by-the-Sea adopted Resolution 2011-36 on July 12, 2011, establishing a Reasonable Accommodation policy and procedures; and

WHEREAS, Program 3.2.A Reasonable Accommodation Procedures of the 6th cycle Housing Element of the General Plan, adopted on April 8, 2024, identified a potential governmental constraint in the findings required to grant a reasonable accommodation and in the definition of an “aggrieved person”; and

WHEREAS, on July 9, 2025, the Planning Commission considered a revised Reasonable Accommodation policy and adopted Resolution 2025-033-PC recommending City Council approval of the revised policy with one modification; and

WHEREAS, on September 9, 2025, the City Council considered the Planning Commission’s recommendation on the revised Reasonable Accommodation policy; and

WHEREAS, the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, “CEQA”), together with State Guidelines (14 California Code Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”) and City Environmental Regulations (CMC 17.60) require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, the City Council finds that updating the policy is not a project under California Environmental Quality Act (CEQA), State CEQA guidelines, and local environmental regulations, as defined in Public Resources Code Section 21065 and CEQA Guidelines Section 15378; and

WHEREAS, the revised Reasonable Accommodation policy and procedure complies with federal and state housing laws and is consistent with the City of Carmel-by-the-Sea General Plan; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Carmel-by-the-Sea does hereby adopt the revised Reasonable Accommodation policy and procedures.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 9th day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne
Mayor

Nova Romero, MMC
City Clerk

C11-01

CITY OF CARMEL-BY-THE-SEA
POLICY AND PROCEDURE

Subject: Reasonable Accommodation	Policy/Procedure No: C11-01
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Effective Date: 12 July 2011	Authority: Resolution 2011-36
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Purpose:

To provide individuals with disabilities reasonable accommodation in rules, policies, practices, and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities pursuant to the Federal Fair Housing Amendments Act of 1988, the California Fair Employment and Housing Act, and California Senate Bill (SB) 520.

Policy/Procedure:

As fully set forth in the policy document attached.

Responsible Party:

Department of Community Planning & Building

Department of Origin:

Department of Community Planning & Building

Revision Dates:

9 September 2025 (Resolution 2025-XX)

Rescinded Date:

CITY COUNCIL POLICY C11-01 (REVISED 2025)
REASONABLE ACCOMMODATION

- I. Purpose.
- II. Applicability.
- III. Notice of Reasonable Accommodation Policy.
- IV. Application Process.
- V. Review Authority.
- VI. Required Findings.
- VII. Conditions of Approval.
- VIII. Interactive Process.
- IX. Appeals.

I. Purpose.

The purpose of the reasonable accommodation policy is to provide a procedure for individuals with disabilities to request reasonable accommodations in seeking equal access to housing in the application of zoning laws and other land use regulations, rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities pursuant to the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act and California Senate Bill (SB) 520 (2001).

~~This policy establishes a procedure for making requests for reasonable accommodations in land use, zoning, and building regulations, policies, practices, and procedures of the City of Carmel-by-the-Sea to comply fully with the intent and purpose of fair housing laws.~~

II. Applicability.

- A. A request for reasonable accommodation may be made by any individual with a disability, his/her/their representative, or a developer or provider of housing for individuals with disabilities, when a requirement of the zoning code or other requirement, regulation, policy, or practice acts as a barrier to fair housing opportunities. This policy is intended to apply to individuals with disabilities as "disability" is defined under the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act and California Senate Bill (SB) 520 (2001). ~~Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use, zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to afford individuals with disabilities equal opportunity and access to housing.~~
- B. A request for reasonable accommodation may include a modification or exception to the rules, standards, practices, and procedures for the siting, development, use of housing or housing-related facilities, and any other land use requirements that would eliminate regulatory barriers and provide an individual with a disability equal opportunity to

housing of his/her/their choice. ~~An individual with a disability is someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such impairment; or anyone with a record of such impairment. A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulation, policy, practice or procedure acts as a barrier to the individual(s) with disabilities.~~

- C. A reasonable accommodation is granted only to the household that needs the accommodation and does not apply to successors in interest to the site.
- D. A reasonable accommodation shall be a ministerial grant in compliance with this policy without the need for the approval of a variance, conditional use permit, special use permit or other exception process.

III. Notice of Reasonable Accommodations Policy.

Notice of the availability of reasonable accommodations shall be prominently displayed at the public information counter in the Department of Community Planning and Building, advising the public of the availability of the procedure for eligible individuals.

IV. Application Process.

- A. Requests for reasonable accommodation shall be submitted on an application form provided by the City, or in the form of a letter, to the Department of Community Planning and Building and shall contain the following information:
 - (1) The applicant's name, address, and telephone number.
 - (2) The physical address, Block and Lot, and Assessor's Parcel Number of the property for which the request is being made.
 - (3) The current use of the property.
 - (4) ~~The basis for the claim that the individual is considered disabled under the Federal and State Acts or that the housing which is the subject of the request will be used by an individual with a disability (protected health information, including a specific diagnosis, is not required to verify disability status). Statement under penalty of perjury indicating that the requested accommodation is required for an individual(s) with disabilities.~~
 - (5) Description of the requested accommodation and the ~~zoning code or land use provision,~~ regulation(s), policy or procedure for which the reasonable accommodation is ~~being requested sought.~~
 - (6) ~~Why the reasonable Reason that the requested accommodation may be is necessary to make the specific property accessible to for the individual(s) with the disability to use and enjoy the property.~~
 - (7) Applicable design plans depicting the requested accommodation.

(8) Statement under penalty of perjury indicating that the requested accommodation is required for an individual(s) with disabilities.

- B. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.
- C. If the project for which the request for a reasonable accommodation is being made requires some other discretionary approval (including use permit, design review, ect.), then the applicant shall file the information required by subsection A of this section for concurrent review with the application for discretionary approval.

~~A request for reasonable accommodation in regulations, policies, practices, and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.~~

- D. If an individual needs assistance in making the request for reasonable accommodations, the ~~jurisdiction~~ Department of Community Planning and Building will provide assistance to ensure that the process is accessible.

V. Review Authority.

- A. Director of Community Planning and Building. Requests for reasonable accommodations shall be reviewed by the Director of Community Planning and Building (Director), or ~~his or her~~ their designee, if no approval is sought ~~other than the request for reasonable accommodation.~~ The Director or their designee shall make a written determination within 30 days of the application being deemed complete and either grant, grant with modifications/conditions of approval, or deny a request for reasonable accommodation. ~~that requires review by a City Board, Commission or Council.~~ The Director may refer the request to the Planning Commission ~~for a written determination.~~
- B. Other Review Authority. Requests for reasonable accommodation submitted for concurrent review with another discretionary land use application ~~that requires review by the Planning Commission,~~ or when otherwise referred to the Planning Commission by the Director, shall be reviewed ~~and acted upon~~ by the Planning Commission. ~~The written determination on whether to grant or deny the request for reasonable accommodation shall be made by the Planning Commission in compliance with the applicable review procedure for the discretionary review.~~

VI. Required Findings.

The reviewing authority shall not grant an accommodation(s) unless the following findings can be made:

- A. The person(s) requesting the accommodation has a disability as defined under the Federal and State Acts or ~~That~~ the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws;
- B. ~~That the~~ The requested accommodation is necessary for the individual to have equal opportunity to use and enjoy the housing and housing-related services ~~to make housing available to an individual with disabilities protected under the fair housing laws and cannot reasonably be accomplished without special accommodations;~~
- C. ~~That the~~ The requested accommodation will not impose an undue financial or administrative burden on the City;
- D. ~~That the~~ The requested accommodation will not require a fundamental alteration in the nature of the City's program or law, including but not limited to land use, and zoning, building, or Local Coastal Program; and
- E. The requested accommodation is consistent with Chapter 3 of the California Coastal Act of 1976, and with the Interpretative Guidelines for Coastal Planning and Permits as established by the California Coastal Commission dated February 11, 1977, and any subsequent amendments, and, within the certified Local Coastal Program Land Use Plan. Where a request for reasonable accommodation is not consistent with these regulations, the City may waive compliance with an otherwise applicable provision of these regulations and approve the request for reasonable accommodation if the City finds:
 - a. That the requested reasonable accommodation is consistent, to the maximum extent feasible, with the regulations identified in this subsection.
 - b. The accommodation minimizes inconsistencies with and will not require a fundamental alteration of the City's Local Coastal Program.
 - c. That there are no feasible alternative means for providing an accommodation at the property that would provide greater consistency with the regulations identified in this subsection.
 - d. Alternative accommodations which may provide an equivalent level of benefit do not exist.
- F. ~~That the requested accommodation will not result in a significant and unavoidable negative impact on adjacent uses or structures.~~

VII. Conditions of Approval.

The reviewing authority may approve a request for accommodation(s) with appropriate special conditions. These conditions ~~could~~ include, but are not limited to:

- A. Inspection of the affected premises periodically as needed;
- B. Record a deed restriction against the property, notifying future property owners that an exception exists and is nontransferable;

- C. Removal of the improvements if the need for which the accommodation was granted no longer exists and/or upon transfer of interest in the property; and
- D. Other conditions deemed necessary to protect the public health, safety, and welfare.

VIII. **Interactive Process.**

Prior to denying a request for reasonable accommodation, the Director shall engage in the interactive process to discuss with the applicant an alternative accommodation that will meet the needs of the individual.

IX. **Appeals.**

- A. For the purposes of this policy and procedure, the following aggrieved persons have standing to appeal a determination of a request for reasonable accommodation: the applicant, the personal beneficiary (resident with the disability), or the owner(s) of real property physically abutting the project site. Abutting refers to being next to or having a common boundary with the project site.

An appeal must be filed in accordance with CMC 17.54.040 (Filing Appeals). An appeal shall be made in writing and shall specify the reasons for the appeal and the grounds asserted for relief. If an appeal is not filed within the time or in the manner prescribed in this section, the right to review of the action against which the complaint is made shall be deemed to have been waived.

- B. The City may, by resolution, adopt, and from time to time amend, a fee for the filing of appeals. The fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of, and with the filing of, an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.
- C. The Planning Commission or City Council shall review de novo the entire proceeding or proceedings relating to the decision, and may make any order it deems just and equitable, including the approval of the application. Any hearing may be continued from time to time.
- D. At the conclusion of the appeal hearing, the hearing body shall prepare a written decision which either grants or denies the appeal and contains findings of fact and conclusions. The written decision, including a copy thereof, shall be provided to the appellant and the project applicant.

~~The final decision of the reviewing authority may be appealed by following the appeal procedures established in CMC Chapter 17.64 17.54.040 (Filing Appeals) unless the final reviewing authority is the City Council, in which case the decision shall be final.~~

Approved by Council Resolution 2025-XXX
Month, Day, 2025

CITY OF CARMEL-BY-THE-SEA
PLANNING COMMISSION

PLANNING COMMISSION RESOLUTION NO. 2025-033-PC

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA FINDING
THAT THEIR RECOMMENDATION IS NOT A PROJECT UNDER CEQA AS DEFINED IN PUBLIC
RESOURCES CODE SECTION 21065 AND CEQA GUIDELINES SECTION 15378 AND
RECOMMENDING THAT THE CITY COUNCIL APPROVE A REVISED REASONABLE
ACCOMMODATION POLICY AND PROCEDURE TO ENSURE INDIVIDUALS WITH
DISABILITIES HAVE EQUAL ACCESS TO HOUSING**

WHEREAS, the City of Carmel-by-the-Sea is a unique community that prides itself on its village-in-the-forest character; and

WHEREAS, the City has adopted a General Plan that provides clear goals, policies, and objectives regarding maintaining and improving this character; and

WHEREAS, California Senate Bill (SB) 520 (2001) required that California jurisdictions adopt policies and procedures to provide reasonable accommodation for people with disabilities; and

WHEREAS, the City Council of the City of Carmel-by-the-Sea adopted Resolution 2011-36 on July 12, 2011, establishing a Reasonable Accommodation policy and procedures; and

WHEREAS, Program 3.2.A Reasonable Accommodation Procedures of the 6th cycle Housing Element of the General Plan, adopted on April 8, 2024, identified a potential governmental constraint in the findings required to grant a reasonable accommodation and in the definition of an “aggrieved person”; and

WHEREAS, on June 27, 2025, a notice of public hearing was published in the Carmel Pine Cone for the July 9, 2025, Planning Commission meeting in compliance with State law (California Government Code 65091), indicating the date and time of the public hearing; and

WHEREAS, on or before July 3, 2025, the meeting agenda was posted in three locations in compliance with State law, indicating the date and time of the public hearing; and

WHEREAS, on July 9, 2025, a revised Reasonable Accommodation policy was considered by the Planning Commission at a duly noticed public hearing; and

WHEREAS, the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, “CEQA”), together with State Guidelines (14 California Code Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”) and City Environmental Regulations (CMC 17.60) require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

Resolution No. 2025-033-PC

Page 2 of 2

WHEREAS, the Planning Commission finds the recommendation to the City Council is not a project under California Environmental Quality Act (CEQA), State CEQA guidelines, and local environmental regulations, as defined in Public Resources Code Section 21065 and CEQA Guidelines Section 15378; and

WHEREAS, the revised Reasonable Accommodation policy and procedure complies with federal and state housing laws and is consistent with the City of Carmel-by-the-Sea General Plan; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission of the City of Carmel-by-the-Sea does hereby recommend that the City Council adopt the revised Reasonable Accommodation policy and procedures with the following recommended addition to the policy:

In response to Section II.C of the proposed Reasonable Accommodation Policy which reads *A reasonable accommodation is granted only to the household that needs the accommodation and does not apply to successors in interest to the site*, a property owner granted a reasonable accommodation shall record a deed restriction against the property notifying future property owners that an exception exists and is nontransferable.

PASSED, APPROVED, AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA this 9th day of July 2025, by the following vote:

AYES: AHLBORN, ALLEN, KARAPETKOV, LOCKE, LEPAGE

NOES:

ABSENT:

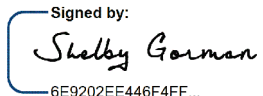
ABSTAIN:

APPROVED:

ATTEST:

Signed by:

 4FF97D7E0A3D499...
 Michael LePage
 Chair

Signed by:

 6E9202EE446F4FF...
 Shelby Gorman
 Planning Commission Secretary

CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

RESOLUTION 2011-36

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA ADOPTING A CITY COUNCIL POLICY ESTABLISHING
PROCEDURES TO PROVIDE REASONABLE ACCOMMODATIONS FROM
LAND USE AND BUILDING LAWS TO INDIVIDUALS WITH DISABILITIES**

WHEREAS, the City of Carmel-by-the-Sea is a unique community that prides itself in its village in a forest character; and

WHEREAS, the City has adopted a General Plan that provides clear goals, policies and objectives regarding maintaining and improving this character; and

WHEREAS, Title II of the Americans with Disabilities Act (ADA) requires jurisdictions to make reasonable modifications to their policies, land use regulations and practices when necessary to avoid discrimination against individuals with disabilities; and

WHEREAS, The Fair Housing Amendments Act of 1988 (FHAA) and California's Fair Employment and Housing Act prohibits regulations that deny housing opportunities to people with disabilities; and

WHEREAS, California Senate Bill (SB) 520 requires that California jurisdictions adopt policies and procedures to provide reasonable accommodations for persons with disabilities; and

WHEREAS, Program 3-5.1.a of the City's Housing Element of the General Plan commits the City to adopt reasonable accommodation procedures; and

WHEREAS, the attached policy complies with federal and state housing laws and is consistent with the General Plan; and

WHEREAS, the attached policy is exempt from the California Environmental Quality Act (CEQA) per Section 15061(b) (3) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA does hereby:

Adopt the attached City Council Policy C11-01 establishing a Reasonable Accommodation procedure.

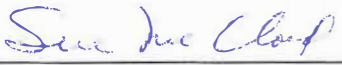
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 12th day of July 2011 by the following roll call vote:

AYES: COUNCIL MEMBERS: BURNETT; HAZDOVAC; SHARP;
TALMAGE & McCLOUD

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

SIGNED,


SUE McCLOUD, MAYOR

ATTEST:


Heidi Burch, City Clerk

**CITY COUNCIL POLICY C11-01
REASONABLE ACCOMMODATION**

- I. Purpose.
- II. Applicability.
- III. Notice of Reasonable Accommodation Policy.
- IV. Application Process.
- V. Review Authority.
- VI. Required Findings.
- VII. Conditions of Approval.
- VIII. Appeals.

I. Purpose.

The purpose of the reasonable accommodation policy is to provide individuals with disabilities reasonable accommodation in rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities pursuant to the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act and California Senate Bill (SB) 520.

This policy establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures of the City of Carmel-by-the-Sea to comply fully with the intent and purpose of fair housing laws.

II. Applicability.

Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use, zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to afford individuals with disabilities equal opportunity and access to housing.

An individual with a disability is someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such impairment; or anyone with a record of such impairment. A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulation, policy, practice or procedure acts as a barrier to the individual(s) with disabilities.

III. Notice of Reasonable Accommodations Policy.

Notice of the availability of reasonable accommodation shall be prominently displayed at the public information counter in the Department of Community Planning and Building, advising the public of the availability of the procedure for eligible individuals.

IV. Application Process.

A. Requests for reasonable accommodation shall be submitted on an application form provided by the City, or in the form of a letter, to the Department of Community Planning and Building and shall contain the following information:

- (1) The applicant's name, address and telephone number;
- (2) The physical address, Block and Lot and Assessor's Parcel Number of the property for which the request is being made;
- (3) The current use of the property;
- (4) Statement under penalty of perjury indicating that the requested accommodation is required for an individual(s) with disabilities.
- (5) Description of the requested accommodation and the regulation(s), policy or procedure for which accommodation is sought;
- (6) Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the property; and
- (7) Applicable design plans depicting the requested accommodation.

C. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.

D. A request for reasonable accommodation in regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.

E. If an individual needs assistance in making the request for reasonable accommodation, the jurisdiction will provide assistance to ensure that the process is accessible.

V. Review Authority.

(A) Director of Community Planning and Building. Requests for reasonable accommodations shall be reviewed by the Director of Community Planning and Building (Director), or his or her designee, if no approval is sought that requires review by a City Board, Commission or Council. The Director may refer the request to the Planning Commission.

(B) Other Review Authority. Requests for reasonable accommodation submitted for concurrent review with another discretionary land use application, or when otherwise referred by the Director, shall be reviewed by the Planning Commission.

VI. Required Findings.

The reviewing authority shall not grant an accommodation(s) unless the following findings can be made:

- (1) That the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws; and

- (2) That the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws and cannot reasonably be accomplished without special accommodations; and
- (3) That the requested accommodation will not impose an undue financial or administrative burden on the City; and
- (4) That the requested accommodation will not require a fundamental alteration in the nature of the City's land use, zoning, building or Local Coastal Program; and
- (5) That the requested accommodation will not result in a significant and unavoidable negative impact on adjacent uses or structures.

VII. Conditions of Approval.

The reviewing authority may approve a request for accommodation(s) with appropriate special conditions. These conditions could include, but are not limited to:

- (1) Inspection of the affected premises periodically as needed;
- (2) Removal of the improvements if the need for which the accommodation was granted no longer exists and/or upon transfer of interest in the property; and
- (3) Other conditions deemed necessary to protect the public health, safety and welfare.

VIII. Appeals.

The final decision of the reviewing authority may be appealed by following the appeal procedures established in CMC Chapter 17.64 unless the final reviewing authority is the City Council, in which case the decision shall be final.

Approved by Council Resolution 2011-36
July 12, 2011