Council Agenda Report

City Council Meeting
04-22-24
Item 3.B.8.

To: Mayor Uhring and Honorable Members of the City Council

Prepared by: Richard Mollica, Planning Director

Approved by: Steve McClary, City Manager

Date prepared: April 4, 2024 Meeting date: April 22, 2024

Subject: Housing Element Code Amendments

RECOMMENDED ACTION: 1) Adopt Resolution No. 24-16 initiating amendments to the Malibu Municipal Code (MMC) Title 17 (Zoning) and the Local Coastal Program to bring them into compliance with State Housing law and finding the action exempt from the California Environmental Quality Act; 2) Direct the Planning Commission to schedule a public hearing; and 3) Authorize the Mayor to execute a professional services agreement with Capstone City Planning in the amount of $101,880 to prepare and process code amendments associated with the 2021-2029 (6th Cycle) Housing Element.

FISCAL IMPACT: Funding for this project is included in the Adopted Budget for FY 2023-24 in Account No. Account No. 101-2001-5100-00 (Planning Professional Services).

STRATEGIC PRIORITY: This item supports the Housing Element 6th Cycle RHNA & 2021 Housing Element Update priority identified in the Adopted FY 2023-24 Strategic Priority Project List.

DISCUSSION: The City is currently processing the 2021-2029 (6th Cycle) Housing Element Update. At this time, the City is working on revisions to the Draft Housing Element in response to the California Department of Housing and Community Development (HCD) comments, dated March 22, 2024. The City will be resubmitting a revised Draft Housing Element towards the end of April. Once HCD indicates the Housing Element is in compliance, public hearings will be held by the Planning Commission and City Council to consider the re-adoption of the Housing Element.

As part of the 2021-2029 (6th Cycle) Housing Element update, a number of code amendments were identified to ensure the Malibu Municipal Code (MMC) and Local Coastal Program (LCP) Local Implementation Plan (LIP) are consistent with State law. In addition, these code amendments are required for the HCD to find the City's Housing

Element in compliance with Housing Element law. As such, the code amendments will be processed concurrently with the re-adoption of the Draft Housing Element by October 2024.

Agreement to Process Code Amendments:

Due to the urgency of this matter, the City solicited the assistance of Capstone City Planning to prepare and process the code amendments. This decision was based on Capstone City Planning's success in assisting other jurisdictions in processing code amendments including housing elements. In addition, Capstone City Planning currently has an agreement with the City for contract planning services which was obtained through a request for proposal process.

Pursuant to Malibu Municipal Code Section 2.56.130 (Competitive Bidding – Exceptions), the City did not solicit a Request for Proposals for services pursuant to subsections (B)(3) and (B)(4). Further, pursuant to 2.56.130 (B)(4), the use of a competitive bidding process would cause unnecessary delay or expense and not likely to result in a lower price from a responsible bidder who can provide the specialized services needed.

Capstone City Planning has provided a scope of work and cost proposal to complete the project.

ENVIRONMENTAL REVIEW: This item is not subject to environmental review under the California Environmental Quality Act (CEQA). Under CEQA Guidelines Section 15378(b)(5), continued administrative activities and organization activities that will not result in a direct or indirect physical change in the environment are not CEQA projects. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), CEQA does not apply to this item because there is no potential for causing a significant effect on the environment. The City entering into a contract for planning services related to code amendments will not have a direct or indirect physical change in the environment as any future code amendment will be independently evaluated under CEQA. Therefore, no additional environmental review is needed at this time.

SUMMARY: Staff recommends that the Council adopt Resolution No. 24-16 initiating a ZTA and LCPA to update the LCP and MMC consistent with State law.

ATTACHMENTS:

1. Resolution No. 24-16
2. Professional Services Agreement with Capstone City Planning

RESOLUTION NO. 24-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU INITIATING AMENDMENTS TO THE MALIBU MUNICIPAL CODE (MMC) TITLE 17 (ZONING) AND THE LOCAL COASTAL PROGRAM TO BRING THEM INTO COMPLIANCE WITH STATE HOUSING LAW AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does hereby find, order, and resolve as follows:

SECTION 1. Recitals.

A. On April 22, 2024, the City Council held a duly noticed public hearing and approved a motion to 1) initiate a Zone Text Amendment (ZTA) and Local Coastal Program Amendment (LCPA) to update the MMC and LCP consistent with State law as provided in the Housing Element and 2) direct the Planning Commission to schedule a public hearing regarding the ZTA and LCPA and provide a recommendation to the Council whether to approve, modify, or reject the amendment.

SECTION 2. Initiation.

Pursuant to MMC Chapter 17.32, the City Council hereby initiates an amendment to update the MMC consistent with State law as provided in the Housing Element.

Pursuant to LIP Chapter 19, the City Council hereby initiates an amendment to the LCP and directs staff to issue a Notice of Availability consistent with LIP section 19.3.1. The amendment shall address updates to the LCP consistent with State law as provided in the Housing Element.

SECTION 3. Hearings.

The Planning Commission is hereby directed to conduct a duly noticed public hearing in accordance with Chapter 19 of the Malibu LIP. Following the public hearing, the Planning Commission shall recommend to the City Council whether it should approve, modify, or deny the proposed amendments. The Planning Commission's recommendation shall be made by resolution carried by the affirmative vote of not less than the majority of the entire Planning Commission.

SECTION 4. Environmental Review: This item is not subject to environmental review under the California Environmental Quality Act (CEQA). Under CEQA Guidelines Section 15378(b)(5), continued administrative activities and organization activities that will not result in a direct or indirect physical change in the environment are not CEQA projects. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), CEQA does not apply to this item because there is no potential for causing a significant effect on the environment. The City entering into a contract for planning services related to code amendments will not have a direct or indirect physical change in the environment as any future code amendment will be independently evaluated under CEQA. Therefore, no additional environmental review is needed at this time.

SECTION 4. Certification.

The City Clerk shall certify to the passage and adoption of this resolution and enter it into the

book of original resolutions.

PASSED, APPROVED, and ADOPTED this 22nd day of April 2024.

STEVE UHRING, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:
THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of April 22, 2024 by and between the City of Malibu (hereinafter referred to as the "City"), and Capstone City Planning (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

R E C I T A L S

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to the preparation and processing of code amendments associated with the City's 2021-2029 (6th Cycle) Housing Element.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on April 22, 2024, and will remain in effect until services are completed as set forth in the Scope of Work unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall not exceed $101,880 for the term of the agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B which is incorporated herein.

6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

6.5.1. **Duty to defend:**

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any

negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

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

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:
Steve McClary
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT:
Allison Cook
Owner/Principal
Capstone City Planning
253 Camino Toluca
Camarillo, CA 93010
TEL (805) 415-1991
EMAIL
Capstonecityplan@gmail.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7**.1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials AC

This Agreement is executed on _____, at Malibu, California, and effective as of April 22, 2024.

CONSULTANT:

Allison Cook
_____
By: ALLISON COOK, Principal

CITY OF MALIBU:

_____
STEVE UHRING, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

EXHIBIT A
SCOPE OF WORK

CAPSTONE
CITY PLANNING

253 Camino Tolcua, Camarillo, CA 93010
(805) 415-1991 | capstonecityplan@gmail.com

March 22, 2024

Patricia Salazar
Development and Operations Manager
Planning Department
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861

Via e-mail at psalazar@malibucity.org

Dear Patricia:

I am happy to provide you with this proposal for consulting services for Zoning Ordinance and Local Coastal Program Local Implementation Plan amendments related to the City of Malibu 2021-2029 Housing Element implementation. My proposal is based on discussions with you and Joyce Parker Bozylinski, and the list of Housing Element programs that the City desires to implement ahead of Housing Element adoption/certification, which was provided to me by Ms. Bozylinski (Attachment 1).

I understand that there is a quick turnaround time for adopting the necessary Zoning Ordinance and Local Implementation Plan amendments, with City Council adoption by October 2024. I can meet this schedule, and provide the needed services to assist the City of Malibu in meeting its goals as well as the directives of the State Housing and Community Development Department. If selected, I am able to start work immediately upon execution of an agreement and notice to proceed from the City.

The scope of services is outlined in Attachment 2, along with a schedule for completion and a budget. Attachment 3 is a summary of my relevant experience. I have an extensive background in long-range planning, Zoning Ordinance Amendments, and in implementing General Plans, particularly Housing Elements. My resume is included as Attachment 4.

If I can provide you with any other information, or if you have questions, please let me know. Thank you very much for your consideration.

Sincerely,

Allison Cook

Allison Cook AICP
Principal, Capstone City Planning

ATTACHMENT 1

LIST OF HOUSING ELEMENT PROGRAMS FOR ZOA AND LIP AMENDMENTS (PROVIDED BY CITY CONSULTANT)

Malibu Municipal Code (MMC) and Local Implementation Plan (LIP) Amendments

2021-2029 Draft Housing Element

- Amend the LIP and MMC to require the replacement of existing residential units on nonvacant RHNA sites as a condition of project approval for development pursuant to AB 1397 (Adequate Sites) passed in 2017. Specifically, sites that currently have residential uses, or within the past five years have had residential uses that have been vacated or demolished, that are or were subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low or very low income, subject to any other form of rent or price control, or occupied by low- or very low-income households are subject to this requirement.

- Amend the LIP and MMC to allow transitional and supportive housing as a regular residential use to be similarly permitted as other uses of the same housing type in the same zone.

- Amend the LIP and MMC to allow licensed residential care facilities for seven or more persons in residential zones with a CUP for persons of any age, allow operation by for-profit agencies as well as non-profit agencies, and ensure that the CUP findings are based on objective standards that do not constrain the development of large residential care facilities and provide certainty to applicants through the permitting process.

- Revise the definition of emergency shelters and remove the individual capacity limit and requirement of proximity to a transit stop for emergency shelters to meet the requirements of AB 2339. LIP and MMC parking regulations for Homeless and Emergency Shelters and Navigation Centers to comply with Government Code section 65583, subdivision (a)(4)(A).

- Amend the LIP and MMC to comply with Government Code section 65661 which requires a Low Barrier Navigation center to be a use by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, provided specific requirements of the law are met.

- Amend the MMC and LIP to remove the provision of review of a request for reasonable accommodation on the basis that may have a material effect on surrounding properties and ensure that requests for reasonable accommodation are reviewed only on the basis of objective findings, limited to review by the Planning Director. Additionally, clarify in the MMC and LIP that

review and approval of reasonable accommodation requests are not contingent upon the findings of other discretionary decisions.

- Amend City density bonus regulations consistent with state law (Government Code §65915 et seq.).

- Amend the development standards of the Affordable Housing Overlay Zone as described in the MMC and LIP to include a maximum density independent of the state density bonus.

ATTACHMENT 2

PROPOSAL FOR CONSULTING SERVICES FOR THE CITY OF MALIBU ZONING ORDINANCE AND LOCAL COASTAL PROGRAM LOCAL IMPLEMENTATION PLAN AMENDMENTS FOR 2021-2029 HOUSING ELEMENT IMPLEMENTATION

A. SCOPE OF WORK

The scope of work consists of the following:

Amending Title 17 (Zoning) of the Malibu Municipal Code (MMC) and the Local Coastal Program's Local Implementation Plan (LIP) to implement eight program objectives in the City's Draft 2021-2029 Housing Element, Chapter 7.5 Housing Plan, as follows:

An option (Option A) is provided regarding Objective 3.4.a. for density bonus provisions, described in the following table. The proposed scope of work does not include this option, but it can be added if so desired by the City.

Program 2.3:	**Replacement Housing**
Obj. 2.3.a.	Amend the LIP and MMC to establish the replacement requirements pursuant to AB 1397. (Per Attachment 1, amend the LIP and MMC to require the replacement of existing residential units on nonvacant RHNA sites as a condition of project approval for development pursuant to AB 1397 (Adequate Sites) passed in 2017. Specifically, sites that currently have residential uses, or within the past five years have had residential uses that have been vacated or demolished, that are or were subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low or very low income, subject to any other form of rent or price control, or occupied by low- or very low-income households are subject to this requirement).
Program 2.4:	**Support the Development of Variety of Housing Types**
Obj. 2.4.a.	Amend the LIP and MMC to allow transitional and supportive housing in all zones allowing residential uses, including the CC zone, as a regular residential use to be similarly permitted as other uses of the same housing type in the same zone. Amend the LIP and MMC to permit by right permanent supportive housing (AB 2162).

Obj. 2.4.b.	Amend the LIP and MMC to allow licensed residential care facilities for seven or more persons in residential zones with a CUP for persons of any age, allow operation by for-profit agencies as well as non-profit agencies, and ensure that the CUP findings are based on objective standards that do not constrain the development of large residential care facilities and provide certainty to applicants through the permitting process.
Obj. 2.4.c.	Revise the definition of emergency shelters and remove the individual capacity limit and requirement of proximity to a transit stop for emergency shelters to meet the requirements of AB 2339. LIP and MMC parking regulations for Homeless and Emergency Shelters and Navigation Centers to comply with Government Code section 65583, subdivision (a)(4)(A).
Obj. 2.4.d.	Amend the LIP and MMC to comply with Government Code section 65661 which requires a Low Barrier Navigation center to be a use by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, provided specific requirements of the law are met.
Program 3.1:	**Facilitate the Development of New Housing for Extremely Low-, Very Low-, Low-, and Moderate-Income Households**
Obj. 3.1.e.	Amend the development standards of the Affordable Housing Overlay Zone as described in the MMC and LIP to include a maximum density independent of the state density bonus.
Program 3.3:	**Housing for Persons with Special Needds**
Obj. 3.3.d.	Amend the MMC and LIP to remove the provision of review of a request for reasonable accommodation on the basis that may have a material effect on surrounding properties and ensure that requests for reasonable accommodation are reviewed only on the basis of objective findings, limited to review by the Planning Director. Additionally, clarify in the MMC and LIP that review and approval of reasonable accommodation requests are not contingent upon the findings of other discretionary decisions.
Program 3.4:	**Density Bonus**
Obj. 3.4.a.	Amend City density bonus regulations consistent with state law (Government Code §65915 et seq.).
OPTION: Due to the frequent amendments to the Government Code sections pertaining to density bonus by the State Legislature, many cities are opting for a pared-down Density Bonus Ordinance in the Municipal Code. The pared-down ordinance simply references the Government Code for many of the detailed and often quantifiable provisions, such as levels of affordability and density bonus allowances, and types of density bonuses, incentives and concessions, rather than list them in the ordinance. The ordinance would instead include general density bonus provisions and City procedures. This scope of work assumes a "pared-down" Density Bonus Ordinance in the MMC and LIP provisions. A complete version, addressing the most recent Government Code provisions, can be prepared as an option (Option A).	

OPTIONAL

Program 2.4:	***Support the Development of Variety of Housing Types***
Obj. 2.4.e.	*Amend LIP and MMC to comply with State Employee Housing Act, which stipulates that any employee housing for six or fewer persons should be treated as a single-family use.*
This objective is not on the Attachment 1 list provided to Capstone. However, the Housing Element lists this objective's zoning changes to be adopted by October 14, 2024. This item can be added to the overall ZOA and LIP amendment scope of work as an option (Option B).	

Project Assumptions:

- Coordination meetings between City staff and Capstone City Planning (Capstone) will consist of video or telephone conferences (for time and cost efficiences), with the exception of one in-person meeting.
- Hearings will be attended virtually.
- Capstone deliverables will be in Word and/or Excel format.
- The MMC and LIP will be provided to Capstone in Word format.
- For all deliverables provided to the City for review, the City will provide a single set of directed revisions to Capstone using Word's "strikeout-underline" (track changes) function.
- No graphics or exhibits are anticipated as part of this scope of work.
- No California Environmental Quality Act (CEQA) determination and documentation is part of this scope of work, nor is it accounted for in the project schedule. (Capstone is available to discuss CEQA options, if desired).
- City staff will prepare notices and publish/post them.

TASK 1: PROJECT RESEARCH AND OUTLINE

The purpose of this task is to refine the approach to the Zoning Ordinance Amendment (ZOA) and LIP Amendment. It also includes review of the Draft 2021-2029 Housing Element (Housing Element) and LIP.

Subtask 1.1: Research and Review

At the outset of the project, Capstone will review the Housing Element, LIP, and any key correspondence from the State Housing and Community Development Department (HCD).

Subtask 1.2: Draft General Outline

Capstone will prepare a brief outline of the proposed ZOA and LIP Amendment to incorporate the identified Housing Element program objectives. This includes identifying particular sections of the documents for revision, and the general approach to meeting the intent of the Housing Element programs/objectives.

Subtask 1.3: Final General Outline

Capstone will finalize the general outline based on comments from the City on the draft version.

TASK 2: DOCUMENT PREPARATION

This task is to prepare amendments to the Zoning Ordinance and LIP in "strikeout-underline" mode when feasible. Where large sections of these documents are being rewritten and rearranged, "strikeout-underline" will not be used. In such cases, a written explanation of the changes will be provided along with the new text. Capstone will use the current format, style and outline of the ZOA and LIP, unless alternative direction is provided upfront by the City, prior to beginning this task.

Subtask 2.1: Administrative Draft Amendments

Capstone will prepare an administrative draft version of the amendments for City review.

Subtask 2.2: Second Administrative Draft Amendments

Capstone will prepare a second administrative draft version of the amendments for City review, incorporating City comments on the initial draft.

Subtask 2.3: Public Draft Amendments

Capstone will prepare a public draft version incorporating City comments on the second draft. It is assumed that the City would be responsible for making this version available to the public and responding to any public questions.

Subtask 2.4: Final Draft Amendments

This subtask consists of updating the public draft version, based on guidance from the City and its vetting of public comments. This version will be included in the Planning Commission staff report. This subtask also includes incorporating any Planning Commission comments into the final draft amendments presented to City Council. The scope of work assumes that any Planning Commission comments will be minor edits, and not require re-drafting of the amendments.

TASK 3: STAFF REPORT PREPARATION

Capstone will prepare the Planning Commission and City Council staff reports, ordinances and resolutions for the amendments. The reports/ordinances/resolutions would be based on templates of similar legislative actions (i.e., ZOA, LCPA) provided by the City.

Subtask 3.1: Draft Planning Commission Report

Capstone will prepare one draft version of the Planning Commission report/ordinances/resolutions for the City to review.

Subtask 3.2: Final Planning Commission Report

Capstone will prepare one final version of the Planning Commission report/ordinances/resolutions incorporating City comments on the draft version.

Subtask 3.3: Draft City Council Report

Capstone will prepare a draft version of the City Council report/ordinances/resolutions for the City to review. This subtask assumes two separate City reviews – first the Planning Department followed by the City Manager's Office. Capstone will address Planning Department comments and prepare a subsequent version to submit to the City Manager's Office.

Subtask 3.4: Final City Council Report

Capstone will prepare one final version of the City Council report/ordinances/resolutions based on City Manager's Office comments transmitted via the Planning Department.

TASK 4: PUBLIC HEARINGS

This task is to provide presentations on the Zoning Ordinance and LIP amendments – two to the Planning Commission and one to the City Council, either as an oral staff report or as support to Planning Department staff's presentation. This task also includes preparation of PowerPoints.

Subtask 4.1: Planning Commission Hearing and Presentation

This task consists of two in-person hearings and preparation of presentations. This is in the event the Planning Commission desires to continue the public hearing. Alternatively, one hearing and one workshop-type meeting can be provided (both in-person).

Subtask 4.2: City Council Hearing and Presentation

This task consists of two in-person hearings and preparation of presentations.

TASK 5: MEETINGS AND COORDINATION

The purpose of this task is to ensure that project management meets the City's expectations and keeps the project on schedule, including timely product delivery. Given the potential complexity of Housing Element implementation, adequate coordination among Capstone, City staff, and any other applicable City consultants is paramount. The task provides for check-in points and key discussions on tasks between the City and Capstone. This task assumes weekly phone calls between City staff and Capstone, and periodic telephone or video call meetings as needed. Four in-person meetings are also assumed.

Subtask 5.1: Video or Telephone Meetings

This subtask assumes weekly status meetings for a total of 28 one-hour meetings, and an additional eight meetings of 1.5 hours each to discuss work products and key issues in the scope of work.

Subtask 5.2: In-Person Meeting

This subtask assumes two in-person meetings of two and one-half hours each.

TASK 6: PREPARATION OF ITEMS FOR COASTAL COMMISSION

The purpose of this task is to prepare the following items upon City Council adoption of the amendments, to be provided to the California Coastal Commission: summary of LIP amendments, LIP amendments in "strikeout-underline," and consistency analysis among the LIP amendments, LCP and Coastal Act. These documents will reflect any City Council hearing directed changes. This task assumes that City staff will provide templates, or examples, of these types of items. This task does not include preparing other application items to the Coastal Commission or submitting the application to the Coastal Commission.

Subtask 6.1: Draft Coastal Commission Items

The documents will reflect the direction from the City Council hearing, as indicated by the Planning Department. They will be provided to City staff for review and comment.

Subtask 6.2: Final Coastal Commission Items

The final documents will be prepared incorporating City staff comments.

B. SCHEDULE

The schedule is organized by completion by end of week. For example, Task 1.1 would be completed by the end of Week 1. Week 1 would begin following Notice to Proceed issued by the City. To meet the tight timeline of October 2024 for City Council final adoption of the amendments, there is a limited preparation and review turnaround time.

	Week No.	
Task	Capstone Completion	City Review Completion
1.1: Research and Review	1	
1.2: Draft Outline	1	2
1.3: Final Outline	3	
2.1: Administrative Draft Amendments	6	7
2.2: Second Administrative Draft Amendments	9	10
2.3: Public Draft Amendments	11	12
2.4.: Final Draft Amendments	14	

3.1: Draft Planning Commission Report	14	15
3.2: Final Planning Commission Report	16	
3.3: Draft City Council Report	17	*19*
3.4: Final City Council Report	20	
4.1: Planning Commission Hearing and Presentation	16	
4.2: City Council Hearing and Presentation	21	
5.0: Meetings and Coordination	Ongoing	
6.1: Draft Coastal Commission Items	26	28
6.2: Final Coastal Commission Items	28	

C. BUDGET

The estimated not-to-exceed budget is $84,900. The tasks in Option A and Option B, noted above, are an additional $3,000 and $1,500, respectively. No reimbursable expenses are proposed. If desired, a contingency can be added to the total. A 20 percent contingency would be an additional $16,980.

Task		No. of Hours	Hourly Rate ($)	Cost ($)
1.1: Research and Review		14	150	2,100
1.2: Draft Outline		16	150	2,400
1.3: Final Outline		8	150	1,200
Task 1 Subtotal		*38*		*5,700*
2.1: Administrative Draft Amendments				
Obj. 2.3.a.	Replacement Housing	24	150	3,600
Obj. 2.4.a.	Transitional and Supportive Housing	18	150	2,700
Obj. 2.4.b.	Residential Care Facilities	18	150	2,700
Obj. 2.4.c.	Emergency Shelters	16	150	2,400
Obj. 2.4.d.	Low Barrier Navigation Center	16	150	2,400
Obj. 3.1.e.	Affordable Housing Overlay Zone	28	150	4,200
Obj. 3.3.d.	Reasonable Accommodations	12	150	1,800
Obj. 3.4.a.	Density Bonus	12	150	1,800
2.2: Second Administrative Draft Amendments		28	150	3,300
2.3: Public Draft Amendments		16	150	2,400
2.4: Final Draft Amendments		18	150	2,700
Task 2 Subtotal		*230*		*34,500*
3.1: Draft Planning Commission Report		42	150	6,300
3.2: Final Planning Commission Report		20	150	3,000
3.3: Draft City Council Report		50	150	7,500
3.4: Final City Council Report		28	150	4,200
Task 3 Subtotal		*140*		*21,000*
4.1 Planning Commission Hearings and Preparation		24	150	3,600

4.2: City Council Hearing and Preparation	24	150	3,600
Task 4 Subtotal	*48*		*7,200*
5.0: Meetings and Coordination	45	150	6,750
Task 5 Subtotal	*45*		*6,750*
6.1: Draft Coastal Commission Items	45	150	6,750
6.2: Final Coastal Commission Items	20	150	3,000
Task 6 Subtotal	*36*		*9,750*
TOTAL			**84,900**
20% Contingency[1]			16,980
TOTAL WITH CONTINGENCY			**101,880**
Option A: Full Density Bonus Ordinance – addt'l hours	*24*	*150*	*3,600*
Option B: Obj. 2.4.e – Employee Housing amendment	*10*	*150*	*1,500*

[1] Contingency will be exercised only upon written approval of the City. Capstone will provide to the City a scope of work and budget for the identified additional work.

ATTACHMENT 3

RELEVANT EXPERIENCE

The following are current or past projects that demonstrate my experience relevant to this proposal to prepare ZOA and LIP amendments to implement the City of Malibu 2021-2029 Housing Element.

City of Santa Ana – ZOA for General Plan (including Housing Element) Implementation

City of Atascadero – Comprehensive ZOA

City of Paso Robles – Comprehensive ZOA

County of San Diego – Objective Design Standards

City of Baldwin Park – Objective Design Standards

City of Lancaster – SB 9/Urban Lots Ordinance and Subdivision Ordinance Amendments

Contra Costa County Collaborative (association of municipalities in the County) – Model Density Bonus Ordinance and ADU Ordinance

City of San Marino – Objective Design Standards

City of Agoura Hills – 4th, 5th, and 6th Housing Element Cycles Implementation ZOA

City of Agoura Hills – Reasonable Accommodations Ordinance

City of Agoura Hills – General Plan Implementation ZOA

ATTACHMENT 4

Allison Cook, AICP

253 Camino Toluca
Camarillo, CA 93010 | 805-415-1991
capstonecityplan@gmail.com

PROFILE

Planning consultant to municipalities with 30+ years of public and private sector experience.

EXPERIENCE

Capstone City Planning

Owner – Camarillo, CA – 6/2022-present

Provide current planning, zoning and long -range planning consulting services, including zoning ordinances, General Plans, Specific Plans, Housing Element implementation, CEQA peer review and project management.

City of Agoura Hills

Assistant Planning Director – 2015-2022
Principal Planner – 2008-2015
Senior Planner – 2005-2008

Managed long-range planning division, and customer service-focused current planning division, including development review, environmental review (CEQA), front counter services, and architectural review. Project manager for 4th, 5th and 6th Housing Element cycles, General Plan Updates 2010 and 2022, and the Agoura Village Specific Plan, including preparation and implementation. Redevelopment Agency staff managing inter-disciplinary design team for City-sponsored affordable housing projects. Project manager of complex and controversial mixed-use development applications, City sponsored annexation proposals, ZOAs, and First Time Homebuyer Program. Prepared CEQA documents. Supervised all planning department staff.

City of Carpinteria

Senior Planner – 2004-2005

Processed all types of discretionary permits and land divisions, including serving as case planner for single-family residential subdivisions and mixed-use developments in the Coastal Zone. Prepared CEQA documents.

Allison Cook Land Use and Environmental Consulting
Owner/Principal, Ventura, CA – 1992-2004
Planning consulting services to a variety of municipal entities, consulting companies, and non-profits, including City of Calabasas, City of Carpinteria, City of Santa Barbara, Santa Barbara Airport, Rincon Consultants, Padre Associates, and Solimar Research Group. Group facilitation/mediation, development of grant making strategies for private foundations, permit expediting, CEQA document preparation, development review and entitlement, and master plan preparation.

Santa Barbara Airport
Airport Planner – 1992-1997
Responsible for current and long-range aviation, environmental, and land use planning and design. Project manager for major wetland impact and mitigation project. Assisted in preparation of the Airport Master Plan, including expansion of Terminal and runways/taxiways. Processed entitlements for Airport development projects, including obtaining regulatory environmental clearance, and conducted ongoing environmental mitigation and monitoring. Staff to the Goleta Slough Management Committee, charged with protection of the Slough.

EDUCATION
UCLA – M.A. Urban Planning, 1992
Connecticut College – B.A. Sociology/Art History, 1989, Magna Cum Laude, Phi Beta Kappa

AFFILIATIONS AND ACTIVITIES
American Planning Association (APA) – since 1990
Association of Environmental Professionals (AEP) – since 2005
Legislative Officer, Central Coast Section, CA APA Board – 2015-2017
CA AEP Advanced CEQA Seminar 2019- Speaker/Instructor
CA APA Legislative Review Team – 2015-present

EXHIBIT B
INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted 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 policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.