



City of Santa Barbara

Community Development Department

Memorandum

DATE: January 6, 2021

TO: State Street Advisory Committee

FROM: Tess Harris, State Street Master Planner

SUBJECT: SSAC January 10 Meeting Materials

During the January 10, 2021 State Street Advisory Committee (SSAC) meeting, the SSAC will hear a RFP/RFQ status update. The final RFP/RFQ was released to the public via PlanetBids on January 6, 2022 and is included as Attachment A.

In addition, the SSAC will hear a presentation on the proposed Economic Recovery Extension and Transition Ordinance (ERETO) and discuss public safety access and circulation needs, implications for outdoor business activities on the State Street Promenade and on other partial closed streets, and the process to transition outdoor business facilities to comply with Fire Access Lane requirements and street re-openings. The latest draft ERETO is included as Attachment B.

The SSAC will also receive a presentation on traffic circulation in relation to the State Street undercrossing and will discuss the decision making process to evaluate the feasibility of a potential roadway closure of the 400 block of State Street.

In addition, staff will be recommending that the SSAC consider using the next 5-6 SSAC meetings, prior to the onboarding of a consultant, for workshops and learning opportunities to create a working knowledge of the various SSMP topic areas and to educate SSAC members on existing City programs and work efforts. The goal of these sessions will be to provide SSAC members with a working knowledge of the various SSMP topic areas and to educate SSAC members on existing City programs and work efforts. These meetings will aid the SSMP process by identifying strengths in the downtown area and opportunities for improvement that the SSMP can address.

Staff recommends that the SSAC review the following topic areas prior to the onboarding of a consultant:

- Public safety and emergency access
- Transportation and circulation
- Outdoor dining
- Nuts and bolts of State Street – operations and maintenance

- Existing retail and economic environment
- Marketing and branding for Santa Barbara
- Stormwater management
- Housing and homelessness
- Current downtown area projects (e.g., Library Plaza, De La Guerra Plaza, State Street Undercrossing, Farmer's Market Relocation)

Based on survey responses received from SSAC members, a draft meeting schedule for 2022 has also been included as Attachment C.

Please review the attachments prior to the meeting on January 10, 2022.

Attachments

- A. Final RFP/RFQ #4064 – State Street Master Plan
- B. Draft Economic Recovery and Transition Ordinance
- C. Draft 2022 SSAC Meeting Schedule

cc: Elias Isaacson, Community Development Director
Jason Harris, Economic Development Manager
Dan Hentschke, Assistant City Attorney
Tava Ostrenger, Assistant City Attorney
Matt Fore, Interim Downtown Coordination Manager



REQUEST FOR PROPOSALS/REQUEST FOR
QUALIFICATIONS
RFP No. 4064

State Street Master Plan

Issue Date: January 6, 2022

Proposals Due on:
March 3, 2022
On or Before: 3:00pm

REQUEST FOR PROPOSAL

Notice is hereby given that proposals for **RFP No. 4064** shall be received to furnish and deliver the **State Street Master Plan** per the attached terms, conditions and specifications. **PROPOSERS MUST BE REGISTERED ON THE CITY OF SANTA BARBARA'S PLANETBIDS PORTAL IN ORDER TO RECEIVE ADDENDUM NOTIFICATIONS AND TO SUBMIT A PROPOSAL.** If any Addendum issued by the City is not acknowledged online by the Proposer, the PlanetBids System will prevent the Proposer from submitting a RFP. **Proposers are responsible for obtaining all addenda from the City's PlanetBids portal.**

Proposals will be received electronically until **3:00 P.M. Pacific Daylight Time, March 3, 2022.** The **receiving deadline is absolute.** Allow time for technical difficulties, uploading, and unexpected delays. **It is the proposer's responsibility** to submit their proposal with sufficient time to be received by PlanetBids prior to the receiving date and time. **Late or incomplete RFPs will not be accepted.** If further information is needed, submit questions through Q&A tab in the PlanetBids Portal.

PlanetBids Technical Support - In the event of technical difficulties during the uploading process, please contact the Planet Bids, Online system team (M-F, except holidays, from 5 a.m. to 5 p.m., Pacific Time) at 818-992-1771.

An optional pre-submittal meeting will be held virtually to provide an opportunity for applicants to hear a brief overview of the project and ask questions. The pre-submittal meeting is for informational purposes only and is not mandatory. The pre-proposal meeting will be held on January 28, 2022 from 10:00am to 12:00pm via the following Zoom link:

<https://santabarbaraca-qov.zoom.us/j/83509938298?pwd=amhtYUhxYXJycDEwOVVo0c3lZV0s3Zz09>.

FAIR EMPLOYMENT PRACTICE ACT

Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of age (over 40), ancestry, color, mental or physical disability, sex, gender identity and expression, marital status, medical condition (cancer or genetic characteristics), national origin, race, religious belief, or sexual orientation, discriminate against any person who is qualified and available to perform the work to which such employment relates. The Contractor further agrees to be in compliance with the City of Santa Barbara's Nondiscriminatory Employment Provisions as set forth in Chapter 9 of the Santa Barbara Municipal Code.

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I. INTRODUCTION

1. Purpose

The City of Santa Barbara (City) Community Development Department, Special Projects Division, is soliciting proposals from qualified firms or teams of firms with the experience and skillset necessary to prepare a State Street Master Plan (SSMP) for the downtown area, from the 101 freeway to Sola Street and Chapala to Anacapa streets. It is anticipated that the State Street Master Plan will also evaluate connectivity and synergy to downtown neighborhoods and nearby commercial areas, such as the Funk Zone and Waterfront.

The purpose of the State Street Master Plan (SSMP) is to identify a conceptual design for the future of State Street balancing the needs of Downtown residents, businesses, and the Santa Barbara community at large in order to create a vibrant downtown core. The master plan will be a downtown community place-making plan that encompasses the entire project area.

The SSMP should focus on innovative design, flexibility, and adaptability with an emphasis in fostering a thriving mixed-use community, including a vibrant retail shopping experience and dining experience, while creating an activated, safe and accessible public space for Santa Barbara residents and visitors alike. The SSMP should create an environment that encourages curiosity and exploration within the project area. The SSMP will also acknowledge key policy areas and identify any existing plans and policies impacted by the master planning recommendations.

The consultant will identify opportunities to enhance the project area, including by creating conceptual design concepts; preparing an implementation plan, which may include funding, ongoing operations and maintenance, and a district approach to the master planning area; and working closely with staff and the State Street Advisory Committee (SSAC) through the public outreach and approval processes. The selected consultant(s)/firm should be future oriented and ambitious. This is a project that envisions the future of Santa Barbara's downtown for the next 30-40 years.

The selected consultant will be required to produce, complete and coordinate all scope of services and deliverables identified in this RFP/RFQ. Consultants responding to this RFP/RFQ shall review each service/deliverable to determine if the consultant(s)/firm has the capacity, knowledge, and experience to complete each item.

2. Santa Barbara's History

Re-envisioning State Street for the Future: On June 29, 1925, Santa Barbara experienced a large earthquake, which resulted in over 80% of commercial buildings in Santa Barbara's downtown destroyed or heavily damaged. While the earthquake was devastating, it also resulted in the opportunity to rebuild and establish the Spanish Colonial Revival style that we see downtown today. As the center of the El Pueblo Viejo Landmark District, State Street's many historic resources offer a beautiful frame to the central core of the City. As Santa Barbara approaches the 100 year anniversary of the earthquake, the City is once again embarking on a significant community effort to re-envision the future of our downtown. Recently, the COVID-19 pandemic shifted the community's understanding of downtown into an opportunity to activate public spaces. As a result of a successful pilot program to close State Street to vehicles and allow businesses to extend into the right of way, this master planning effort aims to thoughtfully reimagine and redesign a downtown core that activates State Street, caters to pedestrians, and takes into account lessons learned from the past 18 months. This is a truly unique place-making opportunity for Santa Barbara.

History: The Chumash people first settled in the Santa Barbara area approximately 13,000 years ago. One of the largest Chumash towns was built near the end of State Street and Cabrillo Blvd., and Santa Barbara is the oldest known continuously occupied city in all of North and South America because of the Chumash settlement. Today, many people can still trace their ancestry back to these historic Chumash communities.

The Spanish arrived in the region in the 18th century to occupy the area and soon after they built the original Spanish fort, El Presidio and five Spanish missions throughout Chumash territory. The arrival of the Spanish led to a drastic decline in the region's Chumash population.. On April 9, 1850, following the Mexican-American war, Santa Barbara began its legal existence as an American city. In addition to the street grid, which was laid out at an angle with State Street approximately midway between the Mesa and the Riviera, the first rail tracks were placed along the west side of State Street from Sola Street to Stearns Wharf for horse-drawn street cars in the late 1800s. Around the same time, the street was paved, and 12 foot-wide wooden sidewalks were rebuilt along State Street. Electric trolleys were used from 1896 to 1929, when they were replaced by buses.

Prior to 1920, most buildings in Santa Barbara were built in the Victorian style, which was influenced by the Europeans. Rather than continue with Victorian buildings, in 1922, the Community Arts Association was established to transform downtown into a unique city of Spanish and Mediterranean influenced facades to reflect the unique history and culture of the City. Following the 1925 earthquake, a concerted effort was made to rebuild in a Spanish influenced style. Some of California's best architects came to help redesign the buildings that were covered in white stucco with terra-cotta tiled roofs that are still key to the City's identity. Buildings were set back to create patios and others featured pedestrian arcades. To this day, Downtown Santa Barbara has numerous paseos and plazas that create a unique sense of place within the framework of the Spanish/Mediterranean architecture.

In June 1930, the first comprehensive zoning ordinance was adopted by the City, which limited commercial and industrial buildings to four stories and multiple residential units were restricted to three stories in height. The first General Plan for the City was adopted in 1964, which discussed State Street, indicating that downtown is the commercial, financial, cultural, and governmental center of Santa Barbara County. The General Plan states "most of the stores and businesses in the CBD front on State Street and it is here that first consideration should be given to the creation of a pedestrian-oriented shopping street." The General Plan also proposed relocating on-street parking to the rear of businesses, narrowing State Street to a two-lane road, and closing a number of blocks to vehicular traffic. In 1967, La Cumbre Plaza was built as the first regional mall with free parking, attracting residents and visitors to the area. In response, a downtown parking assessment district was formed in 1969 from Victoria to Ortega Streets, and the City transformed six blocks of State Street into a landscaped drive-through plaza as part of the State Street Pedestrian Plaza. Parking lots from Victoria to Ortega Streets also began to be constructed to compete with La Cumbre Plaza.

The Redevelopment Agency (RDA) formed in 1972 with the goal of revitalizing the downtown area by investing several million dollars annually using a portion of local tax dollars in development projects with housing, commercial, cultural, and public infrastructure components. With a large focus on revitalizing retail, the RDA extended the State Street Plaza, including increased sidewalk widths and landscaping in 1982. The RDA also provided funding for 1,000 new parking spaces downtown in newly constructed parking lots. One of the largest projects facilitated through the RDA was the construction of Paseo Nuevo, an approximately 460,000 sq. ft. shopping center downtown that was built in 1990 through a public-private partnership. In addition, numerous arts and culture venues, such as the Granada Theater and The New Vic/Ensemble Theater were developed or rehabilitated with assistance and funding from the RDA. While the RDA was eliminated by the State in 2012, many capital improvement projects between the 1970s and 2000s occurred because of the RDA's investment in downtown Santa Barbara. Additional information about the RDA can be found in this video: [The Legacy of the City of Santa Barbara Redevelopment Agency.](#)

There are numerous City Charter provisions that influence development downtown, including the creation of the Historic Landmarks Commission and El Pueblo Viejo (Landmark District which includes all of State Street and downtown); Charter Section 1506, which limits building heights to 45 feet for areas zoned for multi-unit housing, hotel, motel, and office uses, and 60 feet for areas zoned for industrial, manufacturing, and other commercial uses; and Charter Section 1507 (referred to as "Living Within Our Resources"). In 1989, Santa Barbara voters approved Measure E, which limited commercial growth of the City to not more than three million square feet until 2010 (Charter Section 1508). In the

1980s, other amendments to the City's General Plan included the concept of mixed-use development and strong support and encouragement for the construction of affordable housing.

General Plan, Zoning, and Current Projects: In 2011, the City Council adopted the *Plan Santa Barbara* General Plan update. Downtown primarily includes a General Plan designation of Commercial/High Density Residential, which allows for a base density of 28-36 dwelling units per acre, with a higher density allowed as an incentive to develop denser housing close to the urban centers. The City's Downtown is the most concentrated and intensively used district of the City, and because most of these areas are general commercial, the widest range of commercial uses is permitted. The new zoning ordinance was adopted by City Council in July 2017. Zoning downtown is primarily C-G (Commercial General), which also allows for residential, commercial, and industrial development.

Major downtown capital improvement projects are currently being considered or planned in the City of Santa Barbara, including the Library Plaza, De La Guerra Plaza, Vision Zero State Street Undercrossing (between Gutierrez and Yanonali Streets), and Saturday Farmers Market relocation to the 0 blocks of Carrillo Street and 900-1000 blocks on State Street. In addition, amendments to the Average Unit Size Density Program were adopted in August 2021, and the City is embarking on a Housing Element update and Multi-Unit Housing Program amendments (Floor-to-Lot Area Ratios) in 2022. All of these projects and General Plan/Zoning Ordinance Amendments should be reviewed and recognized as part of the downtown fabric for the future of State Street.

Additional information on the history of Santa Barbara is included in the [Impressions of Time: A Story of Santa Barbara](#) video, which was produced by the City of Santa Barbara.

3. State Street Master Plan Background

For decades, discussions and debates over closing State Street to vehicular traffic, in order to create a unique pedestrian space, have occurred in Santa Barbara.

On March 19, 2020, Governor Newsom declared a State of Emergency, and ordered the closure of California's non-essential businesses. In response to the economic hardships faced by businesses and the desire to maintain social distancing for members of the public, the City of Santa Barbara adopted the Emergency Economic Recovery Ordinance (EERO) on May 28, 2020 to suspend and relax rules and regulations for outdoor business activity and to establish a temporary pedestrian promenade. Below is a chronology of actions taken during the pandemic to address State Street and Downtown Santa Barbara.

State Street Closure:

Downtown State Street opened to pedestrians on May 22, 2020, as a temporary pedestrian promenade to promote economic recovery as a result of the COVID-19 pandemic. On May 28, 2020, the order was confirmed by the City Council's Emergency Economic Recovery Ordinance (Ordinance No. 5944). In the ensuing weeks, businesses staged expanded restaurant seating within the public right-of-way. In August, Council extended and amended Ordinance No. 5944 to extend the ordinance term and made certain operational amendments including extending the hours of outdoor dining until 12:30 a.m. for food service businesses, authorizing certain signs, and regulating beach closures. The Emergency Ordinance term has been extended multiple times and is set to expire on March 8, 2022. The pedestrian promenade has allowed members of the public to travel downtown while maintaining social distance, and has enabled businesses to expand and operate outdoors. The City is currently working on a replacement ordinance to continue to allow expansion of existing permitted commercial uses of property into specific areas of adjacent public streets, sidewalks, parking spaces, and lots, as well as into required off-street parking and setback areas beyond March 8, 2022, and potentially until the State Street Master Plan is completed.

The opening of State Street to pedestrians and expanded outdoor dining successfully stimulated vitality to Downtown. The City made an approximately \$200,000 capital investment to the interim intersection controls and improvements to the street to provide a more appropriate condition to better match the

aesthetic and commercial feel of State Street. The intersection controls have improved the channelizing of bicyclists into the center of the street and direct pedestrians to the sidewalks. These intersection controls resulted in predictable and visual crossing areas for all modes of travel. Additional decorative lighting over and along the roadway section of Downtown State Street was installed to enhance the promenade. However, these modifications were not designed for long term use and only meant for the interim configuration.

AIA 2020 Design Charrette:

The American Institute of Architectures (AIA) Santa Barbara Chapter conducted a design charrette involving over 160 professionals during the summer of 2020 to explore design concepts for the State Street corridor and downtown. The work of the AIA should be considered while working on the SSMP, due to the charrette's design focus and policy analysis related to downtown housing and the future of State Street.

State Street Subcommittee:

Due to the success of the State Street promenade, City Council established a State Street Subcommittee to oversee a public outreach effort to evaluate the future of downtown State Street. The State Street Subcommittee met numerous times from July 2020 to February 2021 to oversee the outreach and visioning effort for the future of downtown State Street. On March 9, 2021, City Council adopted the State Street Subcommittee's recommendations to adopt the vision principles for the master planning process, initiate amendments to the General Plan Circulation Element and other actions necessary to transition to permanent closure of certain blocks of State Street to motor vehicles and other circulation improvements, initiate the planning and processes necessary to prepare a Master Plan for the downtown State Street area, and establish the State Street Advisory Committee to oversee the master planning process.

State Street Advisory Committee:

On July 20, 2021, City Council appointed 15 community members and business owners and 2 alternates to the State Street Advisory Committee (SSAC). The SSAC is tasked with guiding the production of a State Street Master Plan (SSMP), including providing input and recommendations for various elements of the SSMP. The SSAC began meeting in August 2021 and meeting information, including recordings of past meetings, can be found here: <https://www.santabarbaraca.gov/gov/brdcomm/nz/ssac/agendas.asp>. The SSAC will be instrumental in completing the SSMP, and the consultant will work closely with the SSAC as well as staff to complete this project.

4. State Street Master Plan Visioning Principles

The following contains a summary of the visioning principles from the State Street Subcommittee that were approved by Council in March 2021. These vision principles were also reviewed by the SSAC. The consultant will work with staff and the SSAC to refine the vision if necessary:

A. Why now?

- To revitalize the Downtown
- To create a safe experience
- For economic revitalization
- To be people centric
- To facilitate housing Downtown
- To recapture/re-establish Downtown's identity
- To bring people Downtown
- To design for locals

B. Why does redesigning State Street matter for downtown revitalization?

- Because it accomplishes the most significant part of Downtown revitalization
- Because it will create and define the identity of Santa Barbara
- Because it gives the Downtown revitalization a local focus
- Because it will renew our pride in our Downtown
- Because it will make Downtown a stronger destination for Santa Barbarans, the region, and the tourist industry
- To ensure that we create a short-term and long-term solution for the promenade.
- This Santa Barbara centric issue is really for the benefit of the entire region, and the broader region supports the effort to complete this planning effort now.

C. What does State Street aspire to be?

It is: the healthiest, most thriving part of Santa Barbara; the defining place of SB's identity; accessible to all types of people, families, generations, income levels, abilities and diversities; a place memories are made; a place to see people and experience community, a gathering place, the spine of Downtown, the Grand Paseo, a must experience and re-experience; sustainable; fun for everyone!

It feels: safe, inviting, accessible, bustling, local, clean, and sophisticated

It provides: dining; retail activity that will ensure the success and economic stability of Santa Barbara; music; art; local culture; play spaces; open spaces; a place for walking, for biking, for people with all abilities to move up and down the street; a spine for downtown; recognized districts; a park-like experience; a gathering place for the community; connection to side street businesses; connection to the beach.

It represents: Santa Barbara's sustainable values and experiences that are unique to Santa Barbara; Santa Barbara as an innovative space and model community.

It reflects: our history; the Chumash and other indigenous people; the diversity of our community and is welcoming to them all.

5. State Street Master Plan Objectives and Goals

The following contains a summary from a SSAC discussion regarding SSMP objectives. The consultant will work with staff and the SSAC to refine these objectives:

- Create a sense of place that the entire community wants to enjoy by re-envisioning, enhancing, and effectively managing an exciting, clean, and engaging public space.
- Reimagine how people of all abilities travel through and experience downtown.
- Identify solutions that bring vitality to the State Street business community while also attracting local residents and tourists who, in turn, invest in local business.
- Emphasize experiential and outdoor uses of underutilized space.
- Learn from the past and approach issues holistically, including transportation, housing, changes to the retail market, shifts in commercial and office space, homelessness, economic development, and the COVID-19 pandemic response.
- Integrate housing to establish a sense of place with community that results in a thriving, central downtown.
- Recognize critical infrastructure needs to support a thriving business and pedestrian-centric downtown.

6. Inquiries/Clarifications

Questions and answers shall be submitted through the City's PlanetBid portal, Q&A tab until 12:00 p.m. (Noon), February 22, 2022. The City will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. Any questions the City feels are pertinent to all interested proposers will be answered to all participating proposers as addenda to this RFP.

II. CONDITIONS GOVERNING THE PROCUREMENT

This procurement will be conducted in accordance with the City of Santa Barbara procurement codes and procedures.

1. **Receiving Time/Late Proposals**

It is the responsibility of the proposer to submit their proposal with sufficient time to be received by PlanetBids prior to the opening date and time. **Late or incomplete proposals will not be accepted.**

PlanetBids Technical Support - In the event of technical difficulties during the uploading process, please contact the Planet Bids, Online system team (M-F, except holidays, from 5 a.m. to 5 p.m., Pacific Time) at 818-992-1771

2. **Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the procurement in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

3. **Incurring Cost**

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Any cost incurred by the offeror for set up and demonstration or for interviews shall be borne solely by the offeror.

4. **Prime Contractor Responsibility**

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the City. The City will make contract payments only to the prime contractor.

5. **Offeror's Rights to Withdraw Proposal**

Offeror's will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the City's Contact.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is requested.

7. **Best and Final Offer**

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed.

8. **Disclosure of Proposal Contents**

All proposals submitted in response to this RFP will become the property of the City of Santa Barbara and may be a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 et seq.).

All proposals will be treated as confidential documents until the selection process has been completed. Once the selection has been made and the contract negotiations completed, all proposals will become a public record. Under the California Public Records Act, any information submitted with a response is a public record subject to disclosure unless a specific exemption applies. The City assumes no responsibility for protecting the confidentiality of materials submitted by vendors as part of their proposals. In the event a vendor desires to keep portions of its proposal confidential, the confidential information so claimed must be identified in writing

at the time the proposal is submitted. The vendor must clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page.

If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has identified material within the proposal as confidential in accordance with the preceding paragraph, the City will provide the vendor with prompt notice of the request in order to allow the vendor an opportunity to seek a protective order or other appropriate remedy in order to prevent the disclosure of the material identified as confidential. It is the vendor's responsibility to advise the City of the vendor's intent to seek a protective order or to advise the City of the vendor's decision to waive the opportunity to seek a protective order in a timely fashion in order to allow the City an opportunity to comply with any applicable deadlines for disclosure. If a protective order or other remedy is not obtained by the vendor in a timely fashion or the vendor waives the opportunity to seek a protective order, the City may disclose the vendor's entire proposal in accordance with the California Public Records Act or other applicable law.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has not identified any material within the proposal as confidential, the City will treat the entire proposal as a public record subject to disclosure. Ultimately, it is the proposer's obligation and expense to protect information that the vendor claims is confidential.

9. No Obligation

The request in no manner obligates the CITY to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Barbara.

11. Sufficient Appropriation

Any contract awarded, for multiple years, as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Governing Law

This procurement and any Contract with proposer that may result shall be governed by the laws of the State of California.

13. Oral Changes and Basis for Proposal

Do not rely upon oral explanations. Changes and addenda will be issued in writing. Only information supplied by the City in writing through the Purchasing Department, the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

14. Contract Terms and Conditions

The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in Appendix A, "Contract Terms and Conditions." However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the contract.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Appendix A, that proposer must propose specific alternative language. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

15. Proposer's Terms and Conditions

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City.

16. Right To Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

17. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

18. Right To Publish

Throughout the duration of this procurement process and contract term, potential proposers, proposers, and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the contract.

19. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the City of Santa Barbara and are subject to public records request.

20. Contract Award

Proposal will be evaluated by Committee comprised of City staff and may include outside consultants. The Evaluation Committee will make an award recommendation.

This contract shall be awarded to the proposer or proposers whose proposal received the most points. Proposers will be notified when the award is being made.

21. Clarification

The City may contact the proposer for clarification of their response.

22. Indemnification

The successful consultant will be required to sign an agreement that includes indemnification and holds harmless language as set forth in the sample City Professional Services Agreement (Attachment B).

Please identify any issues related to the Professional Services Agreement in your proposal.

23. Business License

The successful consultant will be required to obtain a business license with the City of Santa Barbara.

24. Schedule for Proposal Selection

The following includes a tentative proposed schedule for the proposal selection process.

A.	Release Request for Proposal	January 6, 2022
B.	Optional Pre-Submittal Meeting*	January 28, 2022
C.	Proposal Submission Deadline	March 3, 2022
D.	Interviews and Selection	April 2022
E.	City Council Contract Authorization	April – May 2022
F.	Anticipated Project Kickoff	May 2022

*The pre-submittal meeting will be held virtually to provide an opportunity for applicants to hear a brief overview of the project and ask questions. The pre-submittal meeting is for informational purposes only and is not mandatory. The pre-submittal meeting will be held on January 28, 2022 from 10:00am to 12:00pm via the following Zoom link:

<https://santabarbaraca.gov.zoom.us/j/83509938298?pwd=amhtYUhxYXJycDEwOV0c3lZV0s3Zz09>.

III. REQUIRED RESPONSE FORMAT AND ORGANIZATION

1. **Proposal Response Requirements**

Proposals shall be submitted electronically and must be concise, well organized, and demonstrate the vendor's understanding of the Scope of Work and the qualifications of key personnel. Proposals must be limited to 50 pages (8½"x11") and shall include, at a minimum, the information listed below.

- Cover Letter;
- Statement of Qualification (SOQ) and Project Understanding;
- Narrative that describes how the consultant will achieve the Scope of Work within the required timeline and budget;
- Narrative describing any potential changes and/or additions that the consultant believes may need to occur in order to effectively produce the SSMP;
- Example of a conceptual design for one block of downtown State Street that addresses at least two elements (discussed in the scope of work section below) of the proposed SSMP;
- Examples of three other placemaking projects the consultant has led or played a significant role (ideally within the last 5 years);
- A minimum of three references; and
- Cost proposal and schedule.

2. **Response Format**

Format your responses to this RFP in the following order to facilitate comparisons between respondents. All proposals must be submitted in the PlanetBids System and include the following information:

a. **Cover Letter**

1. Identify the submitting organization;
2. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification;
5. A description of your organization's location;
6. Number of years in business and scope of services offered.
7. Be signed by the person authorized to contractually obligate the organization;
8. Acknowledge receipt of any and all amendments to this RFP.

b. **Qualifications and Project Understanding**

Provide a brief summary of your firm's history, its capabilities, and its recent experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.

Describe the project team composition and include resumes of all key personnel. Include the names, title, and qualifications of all personnel and sub-consultants (if proposed), and an organizational chart showing how the team will work together. Resumes will not count towards the 50-page proposal size limit.

Proposed team members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in personnel prior to award. However, the City understands that between the time that a proposal has been submitted and the time an agreement is awarded, proposed key personal may have been assigned to other projects. If key personnel become unavailable after your proposal has been submitted, the City shall be immediately notified and resumes shall be provided for the substitute personnel. The substitute personnel must have substantially similar qualifications and experience to the personnel being

replaced. The City reserves the right to reject proposed substitute personnel if in its sole opinion that the proposed substitute personnel qualifications and experience are not substantially comparable to that of the personnel being replaced. If satisfactorily substitute personnel cannot be provided, the City reserves the right to negotiate with and award the next highest ranked proposer.

c. Narrative/Project Work Plan

Describe your understanding of the project and proposed method(s) to accomplish the work. Identify how you will address the scope of work. Include a brief statement of the proposed approach to the scope of work, broken down by tasks and subtasks. Include a list of anticipated deliverables and milestones. State all services to be provided, deliverables, milestones, assumptions, and identify potential risks that could delay the project and constraints. List any resources you expect the City to provide. Identify any potential changes or additions to the Scope of Work that you believe may be necessary in order to effectively produce the State Street Master Plan.

d. Conceptual Design Example

Provide a highly conceptual plan/mock-up or narrative explanation of one block of downtown State Street that identifies what you would change or add to the block to encourage greater community use and interaction. The plan or narrative should address two or more of the SSMP elements.

e. Place-making Project Examples

Describe your recent experience (last 5 years) with similar place-making projects. Include in your response (as attachments or links) the final work product for at least three projects with an urban design and place-making focus. In addition, include the communications/public outreach approach that you took for each project.

f. References

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

g. Cost Proposal and Project Schedule

The Cost Proposal and Project Schedule section identifies the total cost to the City for the State Street Master Plan, including all tasks identified in the RFP and other tasks as proposed in the professional judgment of the proposer. The proposal must divide the project into separate functional work tasks, corresponding with the proposed Project Schedule, and provide the associated fees for the work to be done. This should include an estimate of the work hours of the various personnel involved. Personnel shall be identified by title and wage rate. Task-specific deliverables should be described. Any cost incurred by the respondent which are specifically provided for herein shall be the expense of the respondent.

The cost proposal must reflect the entire project budget, including labor, equipment, materials, overhead and profit, as the City will only pay consultant invoices that are consistent with the approved project budget.

Note: Proposers shall upload their Cost Proposal as a separate attachment in PlanetBids under "Cost File".

h. Non-Collusion Declaration

See Attachment A of this document.

IV. PROJECT SCOPE OF WORK

The City is seeking to retain the services of an independent qualified firm or team of firms, with knowledge of best practices used by public agencies, to create a State Street Master Plan that builds upon the temporary closure of State Street during the COVID-19 pandemic and is centered around community place-making and innovative design.

The City welcomes any additions or refinements to the proposed scope of work that may be recommended by the consultant, provided the changes meet the intent to prepare a comprehensive State Street Master Plan that addresses (at a minimum) the following elements:

- Streetscape Design and Amenities
- Transportation, Circulation, and Parking
- Economic Development
- Historic Resources
- View Corridors
- Stormwater Management
- Sustainability and Resiliency
- Equity and Accessibility
- Homeless Engagement
- Housing
- Public Art
- Implementation and Phasing
- Funding Strategies
- Ongoing Maintenance and Safety
- Ongoing Operations

Additional areas of focus may develop through the master planning process with the State Street Advisory Committee.

Consultant services will include research; consultation with staff, the State Street Advisory Committee, and representatives from various community organizations; managing (in conjunction with staff) a comprehensive public outreach and engagement process; preparing conceptual urban designs for the State Street Master Plan project area, with opportunity to create conceptual designs based on districts along State Street (e.g., theater district, restaurant district, shopping district, etc.) or to create conceptual designs by State Street blocks; preparing an implementation plan that identifies and prioritizes project elements and discusses funding mechanisms; attending various State Street Advisory Committee and other committee meetings to receive feedback; participating in City advisory group meetings; finalizing the State Street Master Plan with staff; participating in Historic Landmarks Commission, Planning Commission, and City Council meetings; and other master planning process support. The consultant will be expected to communicate regularly with staff to ensure that accurate information and data is being used to prepare the SSMP.

Please note that video-conferencing may be available for some of the meetings outlined below.

1. **Project Kickoff**

This task initiates work with the selected consultant and consists of a minimum of two meetings – one between the consultant and staff, and one between the consultant, staff, and the State Street Advisory Committee (SSAC). The consultant will also be expected to tour downtown Santa Barbara with staff and members of the SSAC during a preliminary meeting. During the project kickoff, staff, the SSAC, and the consultant will review and agree on:

- A refined project scope, goals, and objectives
- Issues/topic areas that the SSMP will address (if any in addition to the elements identified above)
- Branding/visioning for downtown Santa Barbara

- Project timeline, including key milestones and target dates
- Stakeholder communications, such as regular progress reports to applicable advisory groups, the Historic Landmarks Commission and City Council
- Team roles and responsibilities of the consultant, staff, and the SSAC and discussion regarding whether subcommittees will be necessary for task completion

The consultant is expected to work with the SSAC and staff to identify and establish a brand and/or set of values for the downtown State Street area that differentiates the City of Santa Barbara's downtown from other communities. In conjunction with the SSAC, the consultant may want to consider conducting a SWOT (strengths, weaknesses, opportunities, threats) analysis for State Street and identify what makes downtown Santa Barbara and State Street unique.

2. Research and Analysis of Existing Conditions

The consultant team will be expected to meet with City staff, the SSAC, local developers, architects, and community members to review existing downtown conditions, development constraints, underutilized sites, and vacancy rates in commercial buildings downtown. In consultation with staff, the consultant team will also need to identify existing land uses, utilities, and the circulation network. The consultant team will be expected to review background materials, previously completed studies, and work by the SSAC to date.

The consultant team is expected to complete a technical analysis of existing market conditions in downtown Santa Barbara, a technical study that analyzes multimodal circulation patterns (vehicular, bicycles, pedestrian, shuttle system, etc.) and potential circulation constraints, and a technical analysis of stormwater infrastructure and all utility constraints downtown. The consultant will also be expected to identify estimated projected construction costs associated with the final SSMP.

3. Public Outreach and Engagement Strategy

This task will occur throughout the entire master planning process, and the selected firm or team of firms should present a comprehensive public engagement strategy as part of their proposal. The public engagement strategy must be robust, innovative, and focus on reaching everybody in the community. The consultant should ensure that the outreach strategy results in diverse participation in the public participation process (e.g., age, socio-economic, race, etc.). The applicant is expected to describe what their best public engagement strategy looks like, including how to reach the public remotely due to COVID and how to engage the public thoughtfully in person. The public outreach and engagement strategy is one of the most crucial elements of the State Street Master Plan, and proposals should include the most innovative outreach that a consultant can provide.

In person and remote interaction is expected to allow for the greatest amount of engagement possible and there shall be multiple opportunities for public engagement in Spanish and English. Describe how your firm will effectively engage with the public throughout the process. Staff will work with the consultant to conduct various public outreach and engagement activities based on the firm's overall strategy. While staff expects that the consultant will define what they believe to be the best outreach strategy, the following offers examples of the types of public engagement opportunities that may be beneficial for the State Street Master Plan process. Modifications and additions to these outreach ideas are not only welcome, but expected.

Public Meetings and Community Events: Holding in-person and/or virtual public meetings on a regular basis (approximately 10+ meetings annually) for members of the public to share their visions, concerns, and thoughts about various master planning topic areas and for staff to present the progress of the SSMP. These public meetings should be in addition to regular SSAC meetings and updates to City Council. Meetings should occur at multiple stages of the master planning process and during varying times of the day to allow for maximum total participation. Examples of opportunities for engaging the public include:

- State Street walking tour
- Community charrette building off of the 2020 AIA downtown Santa Barbara design charrette
- Weekday and weekend public outreach meetings at various times of the day
- Student outreach efforts through educational programs, art and/or essay contests, surveys, etc.
- Participation/tabling at local community events

Online Tools for Engagement: Due to the likelihood of continued limitations on in-person public meetings caused by COVID-19, the consultant team is expected to have or create an online tool and/or virtual engagement platform to support public outreach and engagement for the SSMP. The public will need to be able to attend virtual workshops, provide public input, and/or attend online open houses to stay informed about the SSMP process overall. Types of virtual engagement opportunities may vary. Please describe how your firm can effectively engage members of the public using online tools.

Messaging, Outreach Materials, and Public Response: The consultant is expected to prepare outreach materials and provide consistent messaging to the public in English and Spanish that is relatable and engaging and that encourages the public to be a part of the SSMP process. Depending on public inquiries, the consultant will be responsible for working with staff to prepare consistent messaging for questions received from the public, including inquiries from local media. The consultant will also be expected to assist in disseminating the progress and successful work product to news outlets, in consultation with staff.

Business and Property Owner Targeted Outreach: The consultant is expected to prepare an outreach strategy specifically targeted towards business and property owners, who may otherwise be unable to participate in the public process due to their business operations. Outreach should consist of a variety of tools aimed at getting these constituents involved in the public process.

Stakeholder Meetings: The consultant will be expected to prepare a stakeholder engagement strategy, outlining the design decisions that will require input/recommendation. While staff will primarily attend committee and stakeholder meetings to provide updates, the consultant team will be expected to attend meetings where the conceptual design is being contemplated or where a hearing body is taking action on the project. Staff anticipates that the consultant should expect to attend, at minimum, approximately 2-3 City Council meetings, 2-3 Historic Landmarks Commission meetings, and 2-3 Planning Commission meetings.

In addition to the State Street Advisory Committee and City Council, City advisory groups, boards, commissions, and committees that may have an interest in the State Street Master Plan include:

- Access Advisory Committee
- Arts Advisory Committee
- Community Development and Human Services Committee
- Community Events and Festivals Committee
- Downtown Parking Committee
- Historic Landmarks Commission
- Neighborhood Advisory Council
- Parks and Recreation Commission
- Planning Commission
- Transportation Circulation Committee
- Youth Council

Additional organizations with an interest in downtown may also have an interest in the State Street Master Plan. This list is anticipated to be expanded upon throughout the public outreach process; however, some interested parties include:

- American Institute of Architects

- Coastal Housing Coalition
- Downtown Santa Barbara
- League of Women Voters
- Santa Barbara South Coast Chamber of Commerce
- Visit Santa Barbara
- City Net
- Santa Barbara Alliance for Community Transformation (SB ACT)
- Santa Barbara Public Library
- Santa Barbara Arts and Culture
- Old Spanish Days - Fiesta
- Summer Solstice Parade
- Downtown Ambassadors
- COAST/Santa Barbara Bicycle Coalition
- MTD
- Santa Barbara Historic Trust for Preservation

4. Plan Elements/Topic Areas

The consultant is expected to address the following elements in the SSMP through conceptual designs and implementation. The firm will need to work with staff and the SSAC to refine the topic areas. The following topic areas are expected to be included in the SSMP, and the sub-bullets are meant as a guide, and may be modified based upon the agreed upon Scope of Work between the awarded consultant and City staff:

- **Streetscape Design and Amenities**

- The Plan will consider design enhancements for downtown streets and sidewalks in order to enhance the pedestrian experience.
- Design elements, aesthetics, and layout (e.g., street treatment, lighting)
- Public spaces and facilities (e.g., restrooms, public seating/furniture, gathering spaces, play spaces, bicycle parking)
- Outdoor dining (e.g., public and private utilization of outdoor dining space, including location, structural elements, and permitting and licensing program)
- Analysis of closure locations and length of the closure
- Economic analysis of existing conditions and constraints
- Differentiation of public versus private space
- Opportunities for special events, programming, parades, etc. to be incorporated into the design
- Consider the City's Urban Design Guidelines, El Pueblo Viejo Guidelines, Pedestrian Master Plan, Outdoor Lighting Guidelines, and the State Street Landscape Guidelines in creative design concepts.

- **Transportation, Infrastructure, Circulation, and Parking**

The consultant should develop a strategy for circulation within and through the project area for all modes of transportation that supports existing and future Downtown residents, businesses, and visitors. Specifically:

- Vehicular Circulation:
 - Any proposed changes to vehicular circulation (i.e. closure of streets), should be evaluated and mitigations identified taking into account demands created by future land use and intensity changes.
 - Evaluate and recommend strategies for curb management of those areas open to vehicular traffic to accommodate commercial loading, trash and recycling, service vehicles, passenger loading, accessible parking, and cycling facilities.

- Evaluate and recommend strategies to accommodate commercial loading, service and construction vehicles, trash and recycling pickup within and adjacent to areas closed to vehicular traffic.
 - The City has a strong “park once” policy, meaning those that choose to drive to the project area should have high quality alternatives to driving once they arrive downtown. The consultant should evaluate the overall downtown parking supply compared to planned land uses and provide high level recommendations.
 - Evaluate and plan for emergency access needs to and through the project area.
- **Pedestrian Circulation:**
 - Consistent with the City’s General Plan and Pedestrian Master Plan, the consultant should develop a strategy to provide high quality pedestrian facilities that maximizes connectivity, safety, and comfort, including connections from outside the project area into Downtown. The walking experience in the project area should be such that it is preferred over driving, including for residents that live within walking distance (within a mile) of the project area.
- **Cycling Circulation**
 - Consistent with the City’s General Plan and Bicycle Master Plan, State Street has been identified as the “spine” of the City’s cycling network, from which other facilities connect to. The consultant should develop a strategy to provide high quality cycling facilities that maximizes connectivity, safety, and comfort for all ages and abilities (also consider including bike parking). The strategy should include circulation and parking within the project area, and connections to facilities that provide access into Downtown. The cycling experience in the project area should be such that it is preferred over driving, including for residents that live within easy cycling distance of Downtown (about 4-5 miles).
- **Transit Circulation**
 - Consistent with the goals and policies of the City’s General Plan, evaluate and develop a strategy for transit within the project area. Given the long, linear shape of the planning area, some pedestrians may not be able to walk the entire length. The consultant should evaluate the provide strategies for transit options for trips within the project area and to nearby neighborhoods (i.e. Funk Zone and Waterfront). In addition to accommodating transit circulation for trips within the project area, the strategy should include safe and convenient transit stops for local and regional buses bringing people to and from Downtown.
- Evaluate ability for parades to operate on State Street and appropriate circulation patterns during special events (e.g., Solstice, Fourth of July, Fiesta, Holiday parades, biweekly farmers markets). Evaluate impact of frequent special events on alternative transportation modes.
- At a high level, identify utilities and infrastructure needed to support Downtown development (i.e. fiber to the home, cellular service, etc).
- **Economic Development**
 - Define economic opportunities in relation to the market position of the downtown commercial district and, more broadly, small cities throughout the country (i.e. what is the economic base of small downtowns and what is the future of downtowns)
 - Identify approaches to address existing vacancies, underutilized spaces, and/or reconfiguration of existing commercial spaces on State Street
 - Understanding of the current and future role of downtown to local and regional economies
 - Highlight compatibility of the State Street Master Plan with the Santa Barbara Economic Development Plan
- **Historic Resources**
 - Highlight Santa Barbara history, El Pueblo Viejo Landmark District, and various historic resources that surround and line State Street

- Take the protection of historic resources and the El Pueblo Viejo Design Guidelines into consideration in design recommendations and indicate how design improvements can enhance the physical and visual assets that the commercial Landmark District provides.
- All of State Street is in the El Pueblo Viejo Landmark District. New architecture and landscape features should meet the El Pueblo Viejo Design Guidelines and be reviewed and approved by the Historic Landmarks Commission.
- **View Corridors**
 - Identify opportunities to establish and/or improve existing plazas, paseos, and other public gathering places throughout the downtown area.
 - Provide discussion about architectural and natural view corridors along State Street area to be maintained during design process
- **Stormwater Management**
 - All proposed plans and designs to comply with the City of Santa Barbara's Stormwater Discharge (NPDES) Permit
 - Stormwater retention and treatment for public spaces around downtown, including public right of way
 - Potential opportunities to encourage private investment for required stormwater retention and treatment for development and redevelopment on private properties
 - Identification of existing infrastructure downtown and constraints (utility mapping will be required)
 - Stormwater retention and treatment opportunities throughout the project area
- **Sustainability and Resiliency**
 - Opportunities for climate adaptation and resilience, including behavioral and educational strategies and renewable energy opportunities through design
 - Analysis of potential for development and implementation of district-scale sustainability projects such as a micro-grid energy system
 - Highlighting compatibility of the State Street Master Plan with existing programs and partnerships, such as:
 - Santa Barbara's Climate Action Plan, which aims to achieve carbon neutrality by 2035
 - Santa Barbara Clean Energy, our community choice energy program
 - Santa Barbara's Strategic Energy Plan, which aims to reach 100% renewable energy by 2030
- **Equity and Accessibility**
 - Highlighting accessibility as critical factor when contemplating new design ideas
 - Emphasize the importance of the downtown State Street area serving the needs and wants of the entire community
 - Incorporate a streetscape that various demographics in the community can identify with, including through street design and programming
- **Homeless Engagement**
 - Assessment of existing resources, programs, and partnerships
 - Opportunity areas and to address the impacts of homelessness around downtown, and constraints
 - Consider homeless activity in designs
- **Housing**
 - Highlight synergies of the State Street Master Plan with existing and/or already defined resources and programs in the downtown area, such as multi-unit housing policies and regulations for new construction and reuse and a larger downtown resident population.

- Identify major opportunities for new housing development and adaptive reuse, including publicly-owned properties (e.g., City-owned public parking lots) and constraints
- Consider opportunities for partnerships with the Housing Authority and local non-profits to construct affordable housing
- **Public Art**
 - Street activation through variety of public art elements, including temporary and permanent public art installations, and related financing for art installations
 - Enhancement of State Street through artistic efforts to create unique, interesting, and exciting experiences
 - Coordination with local artists to develop culturally-relevant art projects and placements
 - Innovation of use of space through dynamic or interactive public art elements
 - Opportunities for public performing arts areas to be incorporated into the design
 - Identification of opportunities for future rotating and temporary artworks
- **Implementation and Phasing**
 - Develop a recommendation for defined “Districts” throughout the study area boundary. A block-by block approach could be used in lieu of a district approach if determined to be more appropriate.
 - Roadmap to complete overall project, with considerations including organizational structure, funding mechanisms, and priority rankings
 - Action plan identifying funding opportunities, timelines, and goals, policies, and actions for the SSMP area
 - State and local code/policy implications
- **Funding Strategies**
 - Opportunities for public and private funding and identification of potential funding sources for various elements or districts/locations included in the plan
- **Ongoing Maintenance and Safety**
 - Maintenance needs of the project area during the day, night, and early morning
 - Landscaping/irrigation and associated maintenance
 - Janitorial services, including cleaning of the street and associated public facilities
 - Street and pedestrian lighting
- **Ongoing Operations**
 - Programming (e.g., parades, festivals, regular-occurring events, permitting events or other opportunities for utilization of the street space)
 - Long-term operational needs and management of public area
 - Activation of the street (i.e., what types of events/activities/uses are allowable and to what extent and what frequency)
 - Utility and infrastructure needs to accommodate programming

5. Technical Studies

The consultant team is expected to complete the following technical studies:

- Analysis of existing economic forces and conditions in downtown Santa Barbara
- Transportation study for downtown that analyzes various circulation patterns (vehicular, bicycles, pedestrian, etc.) and potential circulation constraints
- Analysis of stormwater infrastructure and constraints downtown
- Analysis of existing utilities and infrastructure downtown

The consultant may also be required to complete additional technical studies in order to effectively study the SSMP project elements listed above.

6. Conceptual Designs

This task will include plans and renderings of urban design concepts for the project area. These renderings should identify the location of portions of State Street closed to vehicular traffic and describe the connection of State Street to the blocks immediately adjacent to it (between Chapala and Anacapa Streets). The consultant will be expected to provide options in the form of conceptual plans and renderings for the study area that incorporate the SSMP elements identified by Council and the SSAC. The consultant will work with the SSAC to develop a plan for the study area that may include defined “Districts” (e.g. Arts District, Shopping District, Restaurant/Nightlife District). Informal or flexible methods may be applied, and/or a more precisely-defined approach may be determined most appropriate. The conceptual designs should recommend desired right of way development at key downtown blocks.

The renderings should be iterative, as input from the SSAC will help inform the final SSMP and the conceptual design. It is expected that the consultant will provide multiple renderings of the State Street area for the SSAC and other governing bodies to comment on, resulting in refinement of the conceptual renderings for consideration. The conceptual designs should be grounded in creating an environment that encourages curiosity and exploration, while also considering overall project cost and operational capacity.

7. Implementation Plan

The consultant team is expected to prepare an Implementation Plan for achieving the SSMP conceptual design. The implementation plan may have the following components included, as well as additional considerations:

- Pilot projects, including projects to be tested during development of the Plan
- Economic growth strategy
- Phased approach
- Financing/economic and fiscal impacts
 - Identifying potential funding mechanisms to implement aspects of the Plan
 - Differentiating near-term and long-term projects and including an approximate “life-cycle cost” estimate for each

8. Deliverables

The consultant will be expected to provide staff with an Administrative Draft and Final Draft of the SSMP by the end of the contract period that examines:

- Multiple conceptual design renderings for the entire SSMP project area
- Technical studies, including a Circulation Study, Stormwater Management and Infrastructure Study, and an Economic Analysis discussing existing conditions and projected economic benefits as a result of this project
- Any recommended changes to the conceptual design renderings
- Implementation Plan and analysis of the effect of construction disturbance to commercial properties
- Recommendations on other place-making initiatives to increase the uniqueness and enjoyment of the public urban space/downtown core

9. Facilitation

The consultant will provide facilitation services during SSAC meetings where issue areas with the most controversy are discussed. This effort is anticipated to consist of 2-3 SSAC meetings. As indicated

above in the “Public Outreach and Engagement Strategy” section of this Scope of Work, the consultant will also provide facilitation services for public meetings including approximately 10 public meetings annually. Meeting summaries are requested.

10. CEQA/NEPA Review and Recommendations

City staff will conduct the necessary CEQA/NEPA compliance process.

11. Decision-maker Hearings

City staff will prepare staff reports and presentations for decision-maker hearings. The consultant will provide data, graphics, and other support as needed. The consultant should budget attendance or participation at 10 decision-maker meetings/hearings, four at the SSAC, and two each at the Historic Landmarks Commission, Planning Commission, and City Council. In addition to decision-maker hearings, the consultant is expected to attend monthly State Street Advisory Committee meetings throughout the master planning process.

The following hearings are anticipated for the entire work effort to consider the Draft SSMP:

- a. State Street Advisory Committee (8-10 monthly meetings)
- b. Historic Landmarks Commission (2-3)
- c. Planning Commission (2-3)
- d. City Council (2-3)

12. Schedule

The administrative draft report of the SSMP and all technical studies will need to be completed by the end of 2023. Public hearings will take place by Q2 – Q3 2024. However, there is flexibility with the timeline of individual tasks. The consultant may propose an alternative timeline. The timeline may be adjusted based on the confirmed project kickoff date. The timeline that the City staff are currently following is:

Project Kickoff	Q2 2022
Research	Q2 – Q3 2022
Public Outreach and Engagement	Duration of project
Topic Areas	Q3 2022 – Q2 2023
Technical Studies	Q3 2022 – Q1 2023
Conceptual Designs and Implementation Plan	Q3 2022 – Q2 2023
Prepare SSMP Draft	Q2 – Q4 2023
Public Comment and Final SSMP	Q1 2024 – Q2 2024
Decision-maker Hearings	Q2 – Q3 2024

V. EVALUATION

Proposals will be evaluated on Experiences, References, Project Scope, Team, and Overall Quality. These factors will be used in the evaluation of each proposal to select a finalist.

Specifications:	Maximum Points:
Experience/Proposed Team	20
Responsiveness to Objectives	25
Creative Approach	20
Demonstrated Ability	10
Overall Quality and Completeness	10
Cost	10
Local Knowledge	5
TOTAL	100

Note: Proposer must earn a minimum score of 75 or above to be considered for this proposal.

1. EVALUATION FACTORS

A maximum of 100 points may be awarded based upon the quality and thoroughness of the offeror's response to each evaluation factor as follows.

- A. Experience and background of the firm, with emphasis on successful completion of local government placemaking projects that are similar in scope and nature (20 points maximum).
- B. Responsiveness to the objectives of the requested services (25 points maximum).
- C. Creative approach in recommending additions and refinements to the scope of work that achieve the goals of the project (20 points maximum).
- D. Demonstrated ability to meet schedules, deadlines, and complete projects within a budget representative of the defined scope of work (10 points maximum).
- E. Overall quality, completeness, and clarity in the proposal (10 points maximum).
- F. The evaluation of each proposer's cost proposal will be conducted with points awarded based on the competitiveness of the cost proposal (10 points maximum).
- G. Demonstrated knowledge of local environment and team that incorporates local knowledge and expertise (5 points maximum).

2. EVALUATION PROCESS

- a) All proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- b) The City may use other sources of information to perform the evaluation.
- c) The City may contact the proposer for clarification of their response.
- d) Responsive proposals will be evaluated on the factors that have been assigned a point value. The responsible proposers with the highest scores may be selected as a finalist based upon their initial proposals or the City may proceed with the proposer receiving the best score. Finalists who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible proposer whose proposal is most advantageous to the City, taking into consideration the evaluation factors, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ATTACHMENT A – NON-COLLUSION DECLARATION

This declaration is submitted with a proposal **(City RFP No. 4064)** to the City of Santa Barbara. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Santa Barbara, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
- c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
- d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Santa Barbara (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

(Date and Place)

Signature

Name of Proposer

ATTACHMENT B – SAMPLE CONTRACT

SANTA BARBARA CITY AGREEMENT NO. _____

with

Name of Consultant/Firm for State Street Master Plan

This contract is entered into on _____ by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the “City,”

and,

Name of Consultant/Firm, a _____, referred to herein as the “Consultant,”

This contract includes the following attached exhibits:

- Exhibit A – scope of services; personnel; rates and schedule of payments; time and schedule of performance;
- Exhibit B – Insurance Requirements;

A. CONTRACT ADMINISTRATION

- A. The City’s [Insert title of department head] (“Department Head”) is the City’s authorized representative for administration of this contract. The Department Head may delegate administrative responsibilities under this contract. References in this contract to Department Head include references to a person exercising authority delegated by the Department Head.
- B. [Name of Project Manager for Consultant] (“Project Manager”) is the Consultant’s representative for administration of this contract. The Project Manager is also the professional responsible to provide the services under this contract except as otherwise expressly stated in Exhibit A. Consultant may not change the Project Manager without the written consent of the Department Head, which consent may be withheld at the discretion of the Department Head. An unauthorized substitution of the Project Manager is a material breach of this contract.

B. SCOPE OF CONSULTANT SERVICES

- A. Consultant agrees to provide XXX as described in scope of services included in the attached Exhibit A.
- B. Consultant’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and with all applicable federal, state, and local laws relating to this scope of work. Delivery of work by Consultant includes Consultant’s affirmative representation that the work conforms to the requirements of this contract, all applicable federal, state and local laws, and the professional standard of care and skill applicable to the scope of services.
- C. Consultant’s responsibilities under this section may not be delegated or assigned. Consultant is responsible to the City for acts, errors, or omissions of Consultant’s subcontractors.
- D. Whenever the scope of services requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this contract and determining

whether the Consultant is entitled to payment for work performed, and will not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and will not relieve the Consultant of responsibility for complying with the professional standard of care, or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

- E. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of the City by virtue of this contract or performance of any work under this contract. Consultant retains the right to pay and supervise its employees and subcontractors as it sees fit. The City has no right to supervise Consultant's employees or subcontractors. If any issues arise with Consultant's employees or subcontractors as to their performance, the City may contact the Consultant directly so that Consultant may address any issues.

C. COMPENSATION

- A. This contract provides the exclusive means of payment for services and reimbursement for costs to Consultant. The payment for services includes all expenses incurred in the performance of this contract, including materials, travel, lodging, overhead, and similar costs, unless expense reimbursement is expressly authorized in Exhibit A. The maximum payment to Consultant under this contract, including compensation for services and reimbursement of authorized expenses, will not exceed the sum of \$XXX unless an amendment to this contract has been approved by the City.
- B. Consultant will be paid a fixed lump sum fee for each task according to the lump sum amount stated for that task in the Rates and Payment Schedule, or at the hourly rates specified in the Rate and Payment Schedule for work performed on tasks for which a fixed lump sum fee is not stated. Payments will subject to City approval of completed deliverables associated with each task and upon a determination of the Department Head that the work has been performed in accordance with this contract. Upon completion of all deliverables or other work for a task, Contractor will submit and invoice for that task, including proof of actual reimbursable costs when authorized by the Rates and Payment Schedule, in accordance with the standard billing format issued by the City. Changes in personnel or hourly rates stated in Exhibit A may be made only after written notice to and written approval by the Department Head. Automatic increases to hourly rates are not permitted.
- C. Consultant may be reimbursed for actual and necessary costs, without markup, as specified in Exhibit A. Where travel costs are included in Exhibit A, reimbursement will be made for actual travel costs (at fare, rate per mile or lump sum approved), and actual expenses consistent with guidelines approved by the City Finance Director for travel by City employees. Work performed by authorized subcontractors will be billed as reimbursable costs, subject to a mark-up not to exceed ten percent, according the subcontractor's scope of work and payment contained in Exhibit A
- D. Consultant will be paid as promptly as City's fiscal procedures will permit upon receipt by the Department Head of itemized invoices. When compensation for a task is based on hourly rates the invoices must state the number of hours work, the person performing the work, the hourly rate for that person, and an itemized list of costs for which reimbursement is sought. If the Department Head has established a standard billing format, then invoices must be submitted in the standard billing format established by the Department Head. Consultant must keep records concerning payment items on a generally recognized accounting basis and maintain the records for three years following the Completion Date. Consultant must make records available for copying, inspection or audit by City employees or independent agents upon reasonable notice during reasonable business hours.
- E. Consultant will submit invoices on a monthly basis unless otherwise authorized in writing by the Department Head.

- F. If this contract exceeds \$10,000, the performance and payments under it, and the parties to it may be subject to examination and audit by the California State Auditor pursuant to California Government Code § 8546.7 for three years following final payment under the contract.

D. TIME OF BEGINNING AND COMPLETION

- A. Consultant will complete all services by _____ (“Completion Date”). Each task will be completed according to the Performance Schedule contained in Exhibit A. Time is of the essence in the performance of this contract. Consultant will adhere to the performance schedule shown in Exhibit A.
- B. If the performance schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the Department Head.
- C. City may withhold payments if work is not performed in accordance with the performance schedule. Consultant's failure to perform in accordance with the performance schedule, or complete the scope of services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this contract. Consultant shall review the remaining work and schedule of performance at least monthly and shall confirm that completion may be expected within the schedule approved, or in the alternative, give immediate notice when it shall first appear that the approved schedule will not be sufficient, together with an explanation for any projected delays in the schedule. No extension of time to complete any portion of the services called for in the contract will be allowed except upon the written approval of the Department Head.
- D. If Consultant is unable to meet the Completion Date or performance schedule due to circumstances beyond Consultant's reasonable control, such as war, riots, natural disaster, epidemic, strikes, lockouts, work slow-down or stoppage, except strikes, lockouts, or work slow-down or stoppage of Consultant's employees or subcontractors, Consultant may request an extension of time. The request must be made within a reasonable time and must state the duration and justification for the delay. The Department Head will not unreasonably withhold consent to a schedule change.

E. CHANGES IN SCOPE OF WORK

No payment for changed or additional work will be made unless the changed or additional work has first been approved in writing by the Department Head and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Department Head may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the Department Head, the parties will negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon execution of a change order signed by the Consultant and the Department Head. Changes in work that increase the amount of payment are subject to approval in accordance with the City's municipal code.

F. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Consultant pursuant to this contract shall become the property of City upon payment to Consultant for the services performed. Consultant will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Consultant may retain copies of said documents for Consultant's file. Consultant agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of

the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

G. ASSIGNMENT OF CONTRACT

Consultant shall not assign, sublet or transfer any right, privilege or interest in this contract, or any part thereof, without prior written consent of City. Consultant shall not substitute personnel designated in the proposal of Consultant without the written consent of City.

H. NOTICES

- A. When notice is required by law to be delivered by personal delivery or by mail, notices to either party may be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this contract. A party may change mailing address for all purposes under this contract, by written notice.
- B. Reference in this contract to a writing includes paper documents and documents in an electronic format. Writings may be delivered via delivery of an original or duplicate in person or by mail, or in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage, as agreed to by the Department Head and Project Manager. This paragraph does not apply to deliverables identified in Exhibit A, such as drawing, plans, maps, photographs, which must be delivered in the manner specified in Exhibit A.

I. DEFENSE, INDEMNITY AND HOLD HARMLESS

- A. To the fullest extent permitted by law, the Consultant will defend and indemnify the City, and its council, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the active negligence or willful misconduct of an indemnified party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.
- B. The Consultant will defend the City and its council, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. The defense obligation includes an obligation to provide independent defense counsel approved by the City if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an indemnified party.
- C. The direction, review, acceptance, or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations.
- D. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

J. INSURANCE REQUIREMENTS

- A. Consultant will provide insurance as specified in Exhibit B.

- B. Consultant will immediately report (as soon as feasible, but not more than 24 hours) to the City's Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this contract. If required by the City's Risk Manager, the report will be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

K. TERMINATION

- A. The City may terminate or abandon any portion or all of the work by giving ten days written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City will pay Consultant for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Consultant for the portion of work completed in conformance with this contract before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City will not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.
- B. Consultant, if Consultant is not in default or breach, may terminate Consultant's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City, which default has not been cured within thirty days following the written notice to the City of the default.

L. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Consultant may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this contract.

M. CONFLICT OF INTERESTS

- A. Consultant warrants by execution of this contract that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Consultant maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this contract. Consultant further agrees that during the term of this contract, Consultant will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this contract.
- B. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this contract. Consultant will not have such interest during the term of this contract. Consultant will immediately advise the City if Consultant learns of such a financial interest of Consultant's during the term of this contract. If Consultant's participation in another City project would create an actual or potential conflict of interest, in the opinion of the City, the City may disqualify Consultant from participation in such other project.

N. ADMINISTRATION OF EMPLOYMENT

Consultant shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Consultant is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Consultant and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

O. BUSINESS TAX CERTIFICATE

Not later than 10 days after execution of the contract, Consultant must obtain a business tax certificate from the City at Consultant's expense. Consultant must maintain a business tax certificate as required by the City Finance Director during the term of this contract. Payment under this contract may be withheld for violation of this section.

P. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this contract.

Q. APPLICABLE LAWS, PARTIAL INVALIDITY

This contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this contract and such deletion shall in no way affect, impair, or invalidate any other provision of this contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

R. NON-DISCRIMINATION ORDINANCE

Consultant shall perform all work pursuant to this contract in compliance with Santa Barbara Municipal Code § 9.126.020, which is an indispensable and integral provision of this contract pursuant to Santa Barbara Municipal Code § 9.126.010.

S. CONSULTANT EMPLOYEES AND SUBCONTRACTORS

- A. Consultant will perform the work personally or through Consultant's employees, except as otherwise specifically stated in Exhibit A. If subcontracting of work is permitted, Consultant shall pay subcontractor within ten days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this contract.
- B. The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

T. WORKPLACE CONDUCT

Consultant and Consultant's officers, employees, agents and subcontractors, while on City property or interacting with City officers, employees, contractors, or agents, will comply with the City's policies, rules, and regulations governing work place safety, conduct, and behavior, including without limitation policies prohibiting discrimination or sexual harassment. City will provide Consultant a copy of the applicable policies.

U. PROTECTION OF CITY INFORMATION

Consultant will treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential. Consultant will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the City, or obtained from the City, or obtained as a consequence of the performance of work, to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City. Consultant will immediately advise the City of any request for disclosure of information or of any actual or potential unauthorized disclosure of confidential or personal information. Consultant will identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment. Consultant will promptly comply with any written instructions by the City to provide any public records of the City required to be disclosed by the City pursuant to a request made pursuant to the California Public Records Act. Consultant's obligations under this paragraph shall survive the termination of this contract.

V. NONAPPROPRIATIONS OF FUNDS

Notwithstanding any other provision of this contract, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this contract, then City will notify Consultant of such occurrence and City may terminate or suspend this contract in whole or in part, with or without a prior notice period. Subsequent to termination of this contract under this provision, City shall have no obligation to make payments with regard to the remainder of the term.

W. EXECUTION

This contract may be executed in any number of original counterparts. The contract will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same contract. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage. The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

X. VENUE – CHOICE OF LAWS

This contract and disputes arising out of or relating to it or the parties' relationship are governed by the laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship must be brought in a state court situated in the County of Santa Barbara, State of California or a federal court in the district that includes the County of Santa Barbara.

Y. MUTUAL AGREEMENT

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

of the contract. Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal **Name of Consultant/Firm** corporation

By: _____
**Dept. Head Name
& Title**

Signature

Type or Print Name

Title

Address

City State Zip

Telephone Number

APPROVED AS TO FORM:

Ariel Pierre Calonne, City Attorney

By: _____
Attorney Name
Assistant City Attorney

EXHIBIT A – SCOPE OF SERVICES

Scope of Services, Personnel, Performance Schedule, Rates, Payments Schedule, etc. to be entered upon award of contract.

EXHIBIT B - INSURANCE REQUIREMENTS

As part of the consideration of this contract, Consultant agrees to purchase and maintain at its sole cost and expense during the life of this agreement, and for five years thereafter, insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- C. Workers' Compensation: In accordance with the provisions of the California Labor Code, Consultant is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance or this agreement.
- D. Professional Liability: Professional Liability (Errors and Omission) Insurance appropriate to the Consultant's profession, with limit no less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all services rendered by the Consultant pursuant to this contract.

If the Consultant maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage 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.

B. OTHER INSURANCE PROVISIONS

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

1. Additional Insured Status

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. Additional Insured coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

2. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on

insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3. Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

4. Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5. Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

C. ACCEPTABILITY OF INSURERS

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

D. CLAIMS MADE POLICIES

If the required Professional Liability (Errors and Omissions) policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E. COVERAGE LIMITS SPECIFICATIONS

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operation pursuant to this contract, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Consultant fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from the Consultant resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to

Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

F. SELF-INSURED RETENTIONS

Any self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. EVIDENCE OF COVERAGE

Consultant must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Consultant's insurer or its agent and submitted to the City prior to execution of this contract by the City.

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

DRAFT ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE COUNCIL OF THE
CITY OF SANTA BARBARA PROVIDING AN ECONOMIC
RECOVERY EXTENSION AND TRANSITION PERIOD BY
AMENDING, RESTATING, AND EXTENDING PROVISIONS
PREVIOUSLY INCLUDED IN THE EMERGENCY ECONOMIC
RECOVERY ORDINANCES

THE CITY COUNCIL OF THE CITY OF SANTA BARBARA DOES
ORDAIN AS FOLLOWS:

SECTION 1. Findings and Determinations.

A. On May 27, 2020, the City Council adopted Ordinance No. 5944, an uncoded emergency ordinance of the Council of the City of Santa Barbara pertaining to Covid-19 economic recovery.

B. On August, 11, 2020, the City Council adopted Ordinance No. 5963, an uncoded emergency ordinance of the Council of the City of Santa Barbara extending and amending Ordinance No. 5944 pertaining to Covid-19 economic recovery.

C. On February 23, 2021, the City Council adopted Ordinance No. 5993, an uncoded emergency ordinance of the Council of the City of Santa Barbara extending and amending Ordinance No. 5944 and Ordinance No. 5963, authorizing the City Administrator to make recovery-related amendments to leases for City property, and providing additional relief pertaining to Covid-19 economic recovery and relief. Among other things, Ordinance No. 5993 extended the operation of Ordinances No. 5944 and 5963 until March 8, 2022. Those ordinances ratified and authorized the City to close State Street to motor vehicle traffic in the downtown area, create the State Street Promenade, and to allow the temporary expansion of commercial uses into streets, sidewalks, parking spaces, and other areas citywide.

D. On March 9, 2021, the City Council took action to:

1. Adopt vision principles to guide the master planning process for the downtown State Street area;
2. Direct staff to initiate amendments to the Circulation Element of the General Plan and other actions necessary to transition from temporary to permanent closure of certain blocks of State Street to motor

vehicles and other circulation improvements for the downtown State Street area;

3. Direct staff to initiate planning and other processes necessary for preparation of a master plan; and

4. Establish an advisory committee for the State Street master plan process.

E. On July 20, 2021, the City Council appointed the State Street Advisory Committee as a limited duration advisory committee. The State Street Advisory Committee held its first meeting on August 11, 2021.

F. The City Council desires to assist further the economic recovery begun under Ordinances Nos. 5944, 5963, and 5993 and to continue the operation of the State Street Promenade and other outdoor business activities in other parts of the city as a pilot program pending completion of work of the State Street Advisory Committee and further action by City Council, subject to the limitation that nothing in this Ordinance or Ordinance Nos. 5944, 5963, or 5993 or any administrative policy, rule or regulation promulgated under any of them created or creates a vested right to continue any activity or use authorized thereunder.

G. The City Council desires to protect the public health, safety, and welfare and provide a clear access route for fire apparatus, emergency medical vehicles, and other police, public safety, and emergency service vehicles and equipment along the State Street Promenade. The current configuration and location of many of the temporary outdoor business facilities installed along the State Street Promenade under emergency Ordinances Nos. 5944, 5963, and 5993 result in an access route that is less than recommended by the Fire Marshal, Fire Chief, and Police Chief. It is also less than the minimum width established by Santa Barbara Municipal Code § 503.2.1, which provides that fire apparatus access roads have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Therefore, this Ordinance requires that all temporary outdoor business facilities installed within the State Street Promenade shall promptly be brought into compliance with the access road standards.

H. This action is taken as a municipal affair for the benefit, health, safety, and welfare of the people of Santa Barbara pursuant to the City's power under Vehicle Code section 21101 and City Charter sections 400, 401, and 505.

SECTION 2. Downtown State Street / State Street Promenade.

A. State Street between Victoria Street and Haley Street (hereinafter, "Promenade") will remain closed to motor vehicles as provided in this Ordinance. The City Administrator, with the consent of the City Traffic Engineer and in consultation with the State Street Advisory Committee, from time-to-time, may authorize motor vehicle use of the portions of the Promenade or extend the Promenade area by closing additional blocks to evaluate traffic patterns and closure impacts as part of the pilot program pending completion of the work of the State Street Advisory Committee and further City Council action. The Public Works Director is authorized to install and maintain traffic control signs, devices, fixtures, and structures as approved by the City Engineer and Traffic Engineer necessary or convenient to implement this subdivision. The City Administrator is authorized to establish regulations for use of the roadway by pedestrians, bicycles, and other forms of wheeled transportation. The City Administrator is authorized to establish regulations for limited use of the Promenade by motor vehicles for deliveries, maintenance, solid waste collection service, farmers' markets, construction activities, and special events.

B. Outdoor business facilities may be located in the roadway portion of the Promenade adjacent to a business premises as provided in subdivisions B, C, D, E, and F of this Section. The sidewalks are reserved for pedestrian travel only. An unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches shall be maintained for fire and emergency vehicle access along a path approximately in the middle of the Promenade roadway as determined by the Fire Marshal and Traffic Engineer. A graphic depiction of the fire and emergency vehicle access area for a typical block is shown on Exhibit A. In addition, an unobstructed area between the curb and middle of the roadway shall be maintained in the areas in front of the buildings at 735, 820, and 1214 State Street as determined by the Fire Marshal. The Traffic Engineer shall maintain a map or diagram of the unobstructed areas required by this section. This subdivision shall be implemented immediately upon the effective date of this Ordinance.

C. Outdoor business facilities existing on January 25, 2022 shall be modified as necessary to comply with the fire and emergency vehicle access requirement of subdivision B of this Section no later than March 8, 2022. The facilities as modified to comply with the fire and emergency vehicle access requirement may continue so long as the facility otherwise remains in compliance with applicable provisions of the City of Santa Barbara *Guide to*

Operating a Business on the Temporary State Street Promenade, updated July 9, 2021; provided, however, that all existing facilities must be removed or further modified to comply with subdivision D, of this Section no later than [June 1, 2022] [November 1, 2022][June 1, 2023].

D. 1. New outdoor business facilities placed after January 25, 2022 must be comprised entirely of portable equipment and furnishings located within the roadway portion of the Promenade authorized by subdivision B of this Section.

2. The City Administrator may issue guidelines relating to the placement of portable equipment and facilities. Portable heaters and lighting are permitted as approved by the Fire Marshal.

3. Portable equipment and furnishings shall be capable of being removed from the Promenade upon 24 hours' notice without the use of mechanized equipment other than hand tools. Portable equipment and furnishings may be temporarily anchored for safety and security in a manner approved by the Public Works Director.

E. Outdoor business facilities, equipment, and furnishings in compliance this Section are exempt from the requirements of Santa Barbara Municipal Code chapter 9.95. Service of alcoholic beverages within outdoor business areas maintained in compliance with this Section is permitted as authorized by and subject to the requirements of the license issued for the business by the state Department of Alcoholic Beverage Control. Outdoor cooking is prohibited.

F. The accessibility provisions City of Santa Barbara *Guide to Operating a Business on the Temporary State Street Promenade*, updated July 9, 2021, shall continue to apply unless superseded by regulations issued by the City Administrator under subdivision D of this Section.

SECTION 3. Parklets and Off-street Parking Areas Outside the Promenade.

A. The City of Santa Barbara *Parklet Guidelines*, updated September 1, 2021 and *Guide to Temporary Outdoor Dining on Private Property*, copies of which are on file with the City Clerk, issued under Ordinance Nos. 5944, 5963, and 5993, shall continue to apply for the duration of this ordinance. The "Interim Period" as used in the Guidelines is amended to include the duration of this ordinance.

B. Parklets installed and maintained in compliance with this Section are exempt from the requirements of Santa Barbara Municipal Code chapter 9.95. Service of alcoholic beverages within parklets installed and maintained in compliance with the Guidelines is permitted and authorized by and subject to the requirements of the license issued for the business by the state Department of Alcoholic Beverage Control. Outdoor cooking is prohibited within parklets.

C. Notwithstanding anything in the Santa Barbara Municipal Code to the contrary, for the duration of this ordinance, the City Administrator may allow businesses that expanded existing permitted commercial uses of property under Ordinances Nos. 5944, 5963, and 5993 to continue to operate in specific areas of on-street parking spaces, and required off-street parking and setback areas of the commercial premises *as provided in the Guide to Temporary Outdoor Dining on Private Property*.

SECTION 4. Hours of operation for outdoor dining.

A. In the Central Business District, Funk Zone, and on Coast Village Road, as shown on a map maintained by the City Administrator, business may operate in facilities established under Section 2 or 3 between the hours of 7:00 a.m. to 12:30 a.m., unless an earlier closing time is required as a condition of the Alcoholic Beverage Control liquor license or City land use permit for the establishment.

B. In all other areas of the City, businesses may operate in facilities established under Section 3 between the hours of 7:00 a.m. and 10:00 p.m. daily, unless an earlier closing time is required as a condition of the Alcohol and Beverage Control liquor license or City land use permit for the establishment.

SECTION 5. Expiration. No Vesting of Rights

The Ordinance expires on December 31, 2023. Nothing in this Ordinance or Ordinance Nos. 5944, 5963, or 5993 or any administrative policy, rule or regulation promulgated under any of them creates, vests, or confers any right to continue any activity or use authorized thereunder beyond the term of this Ordinance. All facilities within the right of way are subject to removal upon demand of the City. This Ordinance does not authorize any permanent change in the size or configuration of an Alcohol and Beverage Control-licensed premises.

SECTION 6. Supplemental Regulations

The City Administrator is authorized to promulgate and enforce regulations supplemental to the provisions of this Ordinance, including making amendments to the *Guide to Operating a Business on the Temporary State Street Promenade*, the *Guide to Temporary Outdoor Dining on Private Property*, and the *Parklet Guidelines* consistent with this Ordinance.

SECTION 7. Enforcement

A. This Ordinance may be enforced as provided in Santa Barbara Municipal Code Chapters 1.25 and 1.28. The City Attorney is authorized to take any additional administrative, civil or criminal enforcement action that may be necessary to assure implementation of this Ordinance.

B. In addition to any enforcement remedy under subdivision A of this Section, any facility, equipment, or furnishing existing in the Promenade or in any other street or public right-of-way in violation of this Ordinance may be removed by City employees or contractors under the direction of the Public Works Director. The owner of the business responsible for the existence of the facility, equipment, or furnishing shall be liable to the City for all costs of removal, impoundment, storage, and disposal. Before removal, the Public Works Director shall cause not less than 24 hours' written notice to be posted on the business premises and delivered to the owner or a manager of the business. Santa Barbara Municipal Code Sections 10.56.020, 10.56.030, and 10.56.040 apply to items removed pursuant to this subdivision.

C. The authorization under Section 2 or 3 of this Ordinance shall be suspended for any business that is subject to more than two enforcement actions under either subdivision A or subdivision B of this Section upon written notice by the City Administrator or a city employee designated by the City Administrator. A business owner may appeal a suspension to the City Council.

SECTION 8. Suspension of Design Review.

To further the purposes of this ordinance as a temporary measure and pilot program, design review under Titles 22, 28, and 30 of the Santa Barbara Municipal Code is suspended for the temporary facilities and uses installed and maintained as authorized by this ordinance.

SECTION 9. Indemnity and Insurance.

By placing facilities, equipment, or furnishings under this Ordinance, the owner agrees to defend and indemnify the City and its officers, employees, and agents from and against any liability arising from the existence, use, or condition of the facilities, equipment, or furnishings. All persons and businesses that establish temporary operations in the public right-of-way must provide a certificate of insurance from their business insurance carrier naming the City and its officers, employees, and agents as additionally insureds.

SECTION 10. CEQA.

This ordinance is categorically exempt per CEQA Guidelines Sections 15301 (existing facilities), 15303 (construction of small structures), and 15304(e) (minor, temporary uses of land).

State Street Advisory Committee

Draft 2022 Meeting Schedule

All meetings will be held on Mondays from 4-6pm.

January: 1/10/2022

February: 2/28/2022

March: 3/21/2022

April: 4/18/2022

May: 5/16/2022

June: 6/13/2022

July: 7/18/2022

August: 8/15/2022

September: 9/19/2022

October: 10/17/2022

November: 11/14/2022

December: 12/12/2022