

RESOLUTION NO. 4291/343

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AND BOARD OF DIRECTORS OF THE SOLEDAD REDEVELOPMENT AGENCY AUTHORIZING THE CITY MANAGER /EXECUTIVE DIRECTOR TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH PMC FOR PREPARATION OF THE 2009 HOUSING ELEMENT UPDATE OF THE SOLEDAD GENERAL PLAN IN AN AMOUNT NOT TO EXCEED \$53,675

WHEREAS, State law (Government Code Section 65588) mandates the update of local Housing Elements approximately every five (5) years; and

WHEREAS, the Housing Element of the Soledad General Plan must be revised pursuant to Government Code Sections 65580 et. al. to incorporate and implement the City of Soledad's "fair share" portion of the 2008 Regional Housing Needs Allocation as adopted by the Association of Monterey Bay Area Governments in June 2008; and

WHEREAS, the City of Soledad issued a Request for Proposals to update the Soledad Housing Element with a closing date for responses of August 11, 2008; and

WHEREAS, proposals were received from five consulting firms; and

WHEREAS, the five proposals were reviewed by the Economic Development Director, Interim Community Department Director, Associate Planner and Economic Development/Housing Coordinator, and the firms were evaluated by an interview panel on the experience, quality and content of the submittal, and cost of service; and

WHEREAS, PMC has experience in the preparation of housing elements for other public agencies; and

WHEREAS, based on the experience, quality and content of the submittals and the cost of service, it has been determined that PMC is best suited to meet the City/Agency's needs and complete the required update of the City's Housing Element; and

WHEREAS, in their respective adopted Fiscal Year 2008-2009 budgets, the City and Agency have allocated funds for completion of the Housing Element update.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad and Board of Directors of the Soledad Redevelopment Agency that the Council/Board of Directors authorizes the City Manager/Executive Director to execute a standard "Consulting Services Agreement" with PMC, attached hereto and by reference made a part hereof, for completion of services related to Soledad's 2009 Housing Element update, subject to minor modification and subsequent approval by the City/Agency Attorney, in an amount not to exceed \$53,675. Funding for contractual services shall be drawn from the Redevelopment Agency Low and Moderate Fund, Account No. 30-40-3004, and from the Community Development Department Budget, Account No. 01-15-3000.

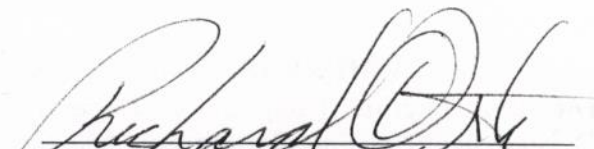
PASSED AND ADOPTED by the City Council of the City of Soledad and by the Board of Directors of the Soledad Redevelopment Agency at a regular meeting duly held on the 17th day of September 2008 by the following vote:

AYES, and in favor thereof, Councilmembers/Agencymembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem/Vice Chairman Christopher Bourke, Mayor/Chairman Richard Ortiz

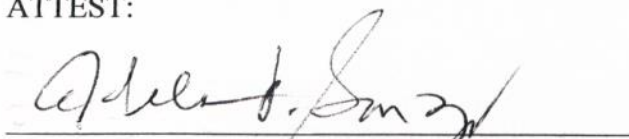
NOES, Councilmembers/Agencymembers: None

ABSTAIN, Councilmembers/Agencymembers: None

ABSENT, Councilmembers/Agencymembers: None


RICHARD V. ORTIZ, Mayor/Chairman

ATTEST:


ADELA P. GONZALEZ, City Clerk/Secretary

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD/SOLEDAD REDEVELOPMENT AGENCY
AND PMC**

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") Soledad Redevelopment Agency ("Agency") and **PMC** ("Consultant") (together referred to as the "Parties") as of **September 18, 2008** (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City/Agency the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **July 31, 2009**, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's/Agency's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City/Agency, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City/Agency of such desire of City/Agency, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City/Agency hereby agrees to pay Consultant a sum not to exceed **Fifty-three Thousand Six Hundred Seventy-five Dollars (\$53,675.00)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City/Agency shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City/Agency to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City/Agency in the manner specified herein. Except as specifically authorized by City/Agency in writing, Consultant shall not bill City/Agency for duplicate services performed by more than one person.

Consultant and City/Agency acknowledge and agree that compensation paid by City/Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder,

including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City/Agency therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City/Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City/Agency when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City/Agency. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City/Agency, if applicable.

2.2 **Monthly Payment.** City/Agency shall make monthly payments, based on invoices received, for services performed in accordance with this Agreement, and for authorized reimbursable costs incurred. City/Agency shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Total Payment.** City/Agency shall pay for the services to be rendered by Consultant pursuant to this Agreement. City/Agency shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City/Agency shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 **Hourly Fees.** Hourly fees are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.5 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City/Agency or Consultant terminates this Agreement pursuant to Section 8, the City/Agency shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work completed in accordance with this Agreement as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City/Agency shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City/Agency shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City/Agency employees and reviewing records and the information in possession of the City/Agency. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City/Agency. In no event shall City/Agency be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to Agency of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the Agency. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to Agency. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the

California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City/Agency and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. City/Agency, its officers, officials, employees, and authorized volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City/Agency, its officers, officials, employees, and authorized volunteers. Any insurance or self-insurance maintained by the City/Agency, its officers, officials, employees, or authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City/Agency.

4.3 Professional Liability Insurance.

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City/Agency for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant, if required, shall furnish City/Agency with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City/Agency does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City/Agency reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City/Agency for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City/Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City/Agency, its officers, employees, and authorized volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City/Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Except for professional liability insurance, Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

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

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies City/Agency may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City/Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City/Agency may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel mutually acceptable to City/Agency, and hold harmless City/Agency and its officers, officials, employees, agents and authorized volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature to the extent caused by Consultant's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the negligence or willful misconduct of City/Agency.

City and its officers, officials, employees, agents and designated volunteers shall indemnify, defend with counsel mutually acceptable, and hold harmless Consultant and its officers, officials, employees and agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees, and costs and fees of litigation) (collectively, "Liability") of every nature to the extent caused by City's failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the negligence or willful misconduct of Consultant.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City/Agency, unless this time has been extended by the City/Agency. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City/Agency, may be retained by the City/Agency until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnities.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City/Agency, Consultant shall indemnify, defend, and hold harmless City/Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, with regard to Section 2.1, which would otherwise be the responsibility of City/Agency.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City/Agency. City/Agency shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City/Agency shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City/Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City/Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City/Agency and entitlement to any contribution to be paid by City/Agency for employer contributions and/or employee contributions for PERS benefits.

During the term of this Agreement, or for a period of one year after its termination, City/Agency agrees that the City/Agency shall not solicit for employment, hire or retain, whether as an employee or independent contractor, any person who is or has been employed by Consultant.

6.2 Consultant Not an Agent. Except as City/Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City/Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City/Agency to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. If Consultant and/or any subcontractors become aware of conflicting applicable laws, Consultant will inform City/Agency in writing of such and work with the City to adequately address or resolve said conflict.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City/Agency is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City/Agency that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City/Agency that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City/Agency may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City/Agency and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City/Agency, however, may condition payment of such compensation upon Consultant delivering to City/Agency any or all documents, photographs,

computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City/Agency in connection with this Agreement.

- 8.2 **Extension.** City/Agency may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City/Agency grants such an extension, City/Agency shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City/Agency shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City/Agency and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City/Agency for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City/Agency and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City/Agency's remedies shall included, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City/Agency would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files,

or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City/Agency. Consultant hereby agrees to deliver those documents to the City/Agency upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City/Agency and are not necessarily suitable for any future or other use. Therefore, Consultant shall not be held liable for any reuse of the City-owned records for purposes outside this Agreement. City/Agency and Consultant agree that, until final approval by City/Agency, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City/Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City/Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City/Agency or as part of any audit of the City/Agency, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City/Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City/Agency official in the work performed pursuant to this Agreement. No officer or employee of City/Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City/Agency. If Consultant was an employee, agent, appointee, or official of the City/Agency in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City/Agency for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Adela P. Gonzalez, City Manager/Executive Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:
Philip O. Carter, President
PMC
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

Any written notice to City/Agency shall be sent to:

City of Soledad
Adela P. Gonzalez, City Manager/Executive Director
248 Main Street
Soledad, CA 93960

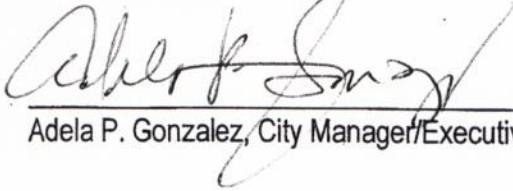
10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as **Exhibits A** represents the entire and integrated agreement between City/Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

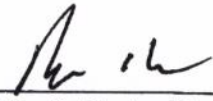
The Parties have executed this Agreement as of the Effective Date.

CITY OF SOLEDAD/SOLEDAD
REDEVELOPMENT AGENCY



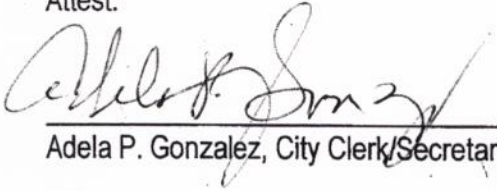
Adela P. Gonzalez, City Manager/Executive Director

CONSULTANT



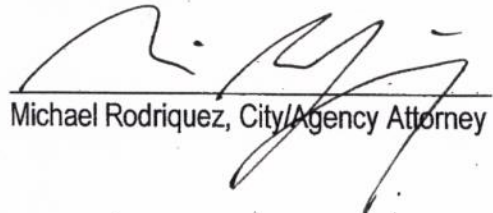
Philip O. Carter, President

Attest:



Adela P. Gonzalez, City Clerk/Secretary

Approved as to Form:



Michael Rodriguez, City/Agency Attorney

EXHIBIT A

SCOPE OF SERVICES

A. APPROACH AND SCOPE OF WORK

PROJECT APPROACH

PMC understands the City requires a qualified consultant to assist in the preparation of an update to the City's Housing Element of the General Plan. The update is due to the State Department of Housing and Community Development (HCD) by June 30, 2009. PMC will work with the City on this update to ensure the City addresses recent Housing Element legislation and accounts for the City's fair share of housing in accordance with state requirements.

STATE HOUSING ELEMENT LEGAL REQUIREMENTS

PMC will perform all required tasks in order to provide the City of Soledad with a comprehensive and user-friendly Housing Element update that adheres to state codes.

PMC will ensure that the updated Housing Element will address all recent state legislation, including the following recent additions to Housing Element Law:

- **SB 2 (Cedillo, 2007):** Requires local jurisdictions to strengthen provisions for addressing the housing needs of the homeless, including the identification of a zone or zones where emergency shelters are allowed as a permitted use without a conditional use permit and allowing transitional and supportive housing types as residential uses. This legislation took effect January 1, 2008, and will apply to jurisdictions with housing elements due June 30, 2008, and after.
- **AB 2348 (Mullin, 2004):** Requires a more detailed inventory of sites to accommodate projected housing needs and provide greater development certainty.
- **AB 1233 (Jones, 2005):** If prior Element failed to identify or implement adequate sites, the local government must zone or rezone to address this need within one year of update. This is in addition to new projected need.
- **AB 2634 (Lieber, 2006):** Requires quantification and analysis of existing and projected housing needs of extremely low-income households. Elements must also identify zoning to encourage and facilitate supportive housing and single-room occupancy units.
- **AB 2511 (Jones, 2006):** Anti-NIMBY protections and no net loss requirement. Added potential penalties for non-reporting of annual General Plan progress report.
- **SB 1087 (Florez, 2005):** Requires local governments to immediately forward adopted Housing Element to water and sewer providers.
- **SB 575 (Torlakson, 2005):** Strengthens prohibitions against arbitrary denials of affordable housing projects. Amends finding allowing project denial if inconsistent with zoning and General Plan. This finding may no longer be made if the project identified in Element is suitable to meet low- or moderate-income need or if Housing Element did not identify adequate sites.

A. APPROACH AND SCOPE OF WORK

SCOPE OF WORK

The following is a description of PMC's scope of work for the City of Soledad's Housing Element update.

TASK A DATA ANALYSES AND DOCUMENT PREPARATION

The Housing Element will be updated in accordance with Government Code Section 65583(a) utilizing data provided by City staff and other sources to analyze the following issues:

Task A-1 Housing Needs Assessment

Population and Household Profile

PMC will prepare an updated survey of population and employment characteristics and trends as a basis for the formulation of housing policies and programs, pursuant to the requirements of Government Code Section 65583(a)(1). Updated population, demographic data, income and employment information collected will be used to assess the City's housing needs for the time frame of the housing needs determination. Information regarding the availability of local jobs contrasted with housing availability (jobs/housing balance) will be provided. For the population, demographics, income and employment trends analysis, PMC will use current information from the California Department of Finance, 2000 U.S. Census, and California Employment Development Department.

Housing Needs

PMC will assess the City's share of the Regional Housing Needs as developed and adopted by the Association of Monterey Bay Area Governments (AMBAG) to reflect the 5-year planning period of the Housing Element.

Housing Stock Characteristics

PMC will characterize the existing housing stock as a basis for conservation and rehabilitation policies and programs; also, information collected by the City's building and code enforcement divisions, local builder/developers, and housing service providers will be used to estimate the number of housing units needing rehabilitation or replacement (Sec. 65583(a)(2)). PMC will also utilize the mixed-use and infill development report to assess the existing conditions of the housing stock.

Adequate Sites Inventory

PMC will analyze resources for meeting housing needs, including an adequate sites inventory and an inventory of financial resources (Sec. 65583 (a)(3)). PMC will work with City staff to complete an inventory of vacant land and other sites that may be suitable for residential development within the five-year planning period, to compare the total dwelling unit capacity with the City's share of the regional housing needs.

Sites will be considered for all income levels and special needs groups (i.e., single-family, multi-family, mixed-use, rental, ownership, mobile homes, manufactured housing, emergency shelter and transitional housing, and farmworker housing). Sites analyzed for residential development potential may include vacant sites (including those in the residential, commercial, and industrial zones), sites with potential for redevelopment, under-utilized residential land, aging non-residential uses suitable for redevelopment to residential use, and lands within the City's Sphere of Influence. The potential number, types(s), and affordability level of units that could be developed, availability of infrastructure, suitability for special needs population, and availability of public services for the identified sites will be noted.

A. APPROACH AND SCOPE OF WORK

Special Needs Groups

PMC will specifically address population groups that warrant particular attention because the housing market may not adequately meet their needs: large families, the elderly, single-parent households, persons with disabilities, homeless persons, and farmworkers (Sec. 65583 (a)(6)).

Assisted Housing "At Risk" for Conversion

PMC will analyze assisted housing development "at risk" of converting to market-rate units within the Housing Element period that may result from insufficient cash flow to meet mortgage payments, the termination of subsidy contracts, or the expiration of use restrictions (Sec. 65583 (a)(8)). The analysis will include a listing of each housing development by project name and address, the type of governmental assistance received, the earliest possible date of conversion from lower income affordability status, and the total number of elderly and non-elderly units that could be lost from the City's lower-income housing stock during the current housing period.

Residential Energy Conservation

PMC will identify requirements and sources of assistance (e.g., energy providers) for residential energy conservation opportunities for energy conservation in subdivision and dwelling unit design and construction will be evaluated, as will the proximity of proposed residential development to employment centers, retail, schools, and transit (Sec. 65583 (a)(7)).

Task A-2 Potential Housing Constraints

PMC will analyze potential and actual governmental and non-governmental constraints to meet the identified housing needs (Sec. 65583(a)(4, 5)). Possible governmental constraints include land use controls, sensitive areas (e.g., wetlands, creeks, and flood plains), fees and exactions, required dedications and improvements, historic preservation, local permit processing procedures, noise level standards, and building codes and their enforcement. Non-governmental constraints may include availability and cost of financing, cost of construction, and price of land. Zoning and infrastructure constraints for specific sites identified in the land inventory will be analyzed. PMC will propose appropriate ways to reduce non-governmental constraints, including public education.

Task A-3 Review of Existing Housing Element

PMC will review the effectiveness of the current Housing Element including (1) actual results of the current Element compared to its goals, policies, and implementation programs (Sec. 65588(a)(2)); (2) significant differences between what objectives and planned activities are in the Element and what was achieved (Sec. 65588(a)(3)); and (3) how the policies and implementation programs of the updated Element incorporated what was learned from the prior Element (Sec. 65588(a)(1)). This evaluation, along with the public participation process and consultation with City staff, will provide the basis for the update to the goals, policies, and implementation programs of the Housing Element.

Task A-4 Housing Goals, Policies, and Programs

PMC will present goals, policies, programs, and quantified objectives to address identified housing needs and constraints, based on the information received from City staff, policy makers, public input, and the needs identified in the needs and constraints analysis. These policies will guide decision-making with regard to mixed-use and workforce housing, second units, density bonuses, rehabilitated dwellings units, adequate sites for various types of housing, regulatory relief, equal access, energy conservation and, generally, appropriate housing development for the City.

A. APPROACH AND SCOPE OF WORK

PMC's recommendations will reflect the City's housing needs by developing programs to address the following:

- **Promote Equal Housing Opportunities** (Sec. 65583(c)(5)). The Fair Housing Act prohibits discrimination in housing because of race or color, national origin, religion, sex, familial status, and handicap (disability). PMC will recommend programs that promote fair housing and provide assistance to persons who have a housing discrimination concern.
- **Preserve Assisted Housing** (Sec. 65583(c)(6)). Housing Element law requires programs for the preservation of units at risk of conversion from affordable housing units to market-rate housing units. PMC will identify those units that may be at risk and recommend programs to preserve such units.
- **Regional Housing Needs Determination and Quantified Objectives** (Sec. 65583(b)). PMC will describe five-year projected new construction, rehabilitation, and conservation needs. The goals, policies, and implementation programs portion of the Element will provide a plan for meeting the City's needs for low- and moderate-income households, including the City's share of regional housing needs.
- **Conserve and Improve Existing Affordable Housing Stock** (Sec. 65583(c)(4)). PMC will produce programs for conservation of existing affordable housing, such as the use of federal and state financing, subsidy programs, and redevelopment agency funds. PMC will include an analysis of programs that will preserve and improve existing affordable housing and development impact fees (such as a Housing Trust Fund for commercial and/or market-rate residential development) as part of the Housing Element update.
- **General Plan Consistency.** PMC will ensure the Housing Element update corresponds with other policies in the General Plan. PMC will review the City's Zoning Ordinance and develop recommendations that will encourage a variety of housing types, preserve environmental resources, and promote sustainable development. PMC will ensure the Housing Element is consistent with other elements of the General Plan.
- **Ensure Adequate Sites** (Sec. 65583(c)(1)). The presence of programs that address adequate sites for the development of housing is a requirement of the Housing Element process. PMC will recommend policies and programs that will address this requirement and encourage the use of mixed-use, infill, and underutilized land, as well as the reuse of sites. If necessary, a program to rezone sites to residential uses from commercial, industrial, and other non-residential uses will be included. Information gathered under the land inventory will be used to address sites currently available and sites appropriate for designation for future residential growth.

PMC will also formulate a five-year implementation plan as required by state law. Implementation programs and actions may include development controls, regulatory incentives, constraint-removal programs or actions, fair housing programs, and sources of affordable housing funding, and will describe the specific steps, time frame, and City departments responsible for implementation. Implementation measures will reflect statutory requirements, including recent legislation.

Task A-5 Prepare and Finalize Housing Element

PMC will prepare a series of Draft Housing Elements that incorporate the housing needs assessment (population, employment, household, and housing information); the summary of goals, quantified objectives, and policies; a five-year schedule of implementation actions; and a description of the public participation efforts.

A. APPROACH AND SCOPE OF WORK

PMC will respond to written questions and comments received from HCD. In addition, all changes that are required to the Draft Housing Element as a result of HCD comments will be incorporated into the document. The changes will be identified in a strikethrough format and presented to City staff for their approval. Once the City staff approves the incorporated changes, an informal review may be requested of HCD to verify that the revised Draft Housing Element adequately addresses comments made by HCD in its initial review and that the changes will bring the Draft Housing Element into compliance with State Housing Element law.

Administrative Draft Housing Element. Housing needs, resources and constraints, goals and policies, and implementation programs, as well as the needs assessment, will be refined and presented in an Administrative Draft Housing Element for internal City review. Two (2) hard copies and one (1) CD-ROM in Microsoft Word and PDF versions of the Housing Element will be presented in a user-friendly and HCD-targeted format.

Public Review Draft Housing Element. PMC requests that we receive one consolidated set of City comments on the Administrative Draft. If necessary, PMC will participate in a work session with City staff to discuss comments and needed revisions. We will then prepare thirty (30) hard copies and one (1) CD-ROM of the Draft Housing Element for the initial 60-day HCD review.

Revised Draft Housing Element. In the event there are substantive changes directed by the Council at the joint Council/PC workshop, these changes should be incorporated in the draft HE that is sent to HCD. PMC will provide four (4) hard copies and one (1) CD-ROM in Microsoft Word and PDF versions along with a memorandum summarizing revisions made in response to Council direction.

Summary Of HCD Comments And Corresponding Revisions To Draft Housing Element Document. In response to HCD comments, PMC will provide one hard copy of the administrative draft revisions for staff review and one hard copy of the public review draft revisions to the Housing Element each plus an electronic file in word; the City will be responsible for the reproduction of this document,

Final Housing Element. The final housing element will be sent to HCD for the 90-day final review period. The final version shall be completed in time to submit to HCD by June 30, 2009. PMC will work closely with staff to ensure that the City meets all HCD deadlines and requirement. Thirty (30) hard copies and one (1) CD-ROM with Word and PDF versions of the Final Housing Element will be submitted to the City.

TASK B PUBLIC OUTREACH AND PUBLIC MEETINGS

PMC will provide staff support during public and staff meetings as needed. Meaningful community involvement and public education are critical to the ultimate success of the Housing Element. PMC will seek to provide a new perspective and to build credibility and trust by, for example, showing particular successful projects, demonstrating how higher-density and affordable housing is a community asset, explaining how design and management prevents crime and protects property values, showing types of qualifying residents (e.g., teachers and police officers), acknowledging any past mistakes and lessons learned, and emphasizing the common experience that feared impacts do not actually occur.

Results from the community workshops and public hearings described below will be summarized in the Public Participation section of the Housing Element. The section will also include a description of how the City conducted outreach and will document the City's efforts to reach all segments of the population and involve various community action and advocacy groups throughout the preparation and public review of the Housing Element.

PMC will carry out a community outreach program consistent with state and federal laws that will include an outreach program to solicit input from all segments of the community including residents,

A. APPROACH AND SCOPE OF WORK

businesses, service groups, youth, seniors, and various stakeholders. All outreach will be designed to be in both English and Spanish.

Task B-1 Community Workshops

PMC proposes that two (2) community workshops be conducted to gain input and feedback from a variety of housing stakeholders and the general public. PMC recommends that one workshop take place during the drafting of the first Administrative Draft. The second workshop will take place prior to submitting the draft Housing Element to HCD for the initial 60-day review; this second workshop can take place during a Planning Commission/City Council joint study session. The Public Review Draft will also be circulated to housing services providers and advocates for feedback. PMC will be responsible for conducting the two public workshops; staff will assist as needed in public outreach efforts such as press releases & community channel broadcast, set-up, introductions, reproduction of materials, etc.

Task B-2 Public Hearings

PMC proposes that two (2) public hearings be held during the Housing Element process. One Planning Commission and one City Council hearing would be scheduled for adoption of the Housing Element prior to submitting the adopted Housing Element to HCD for its second review by June 30, 2009, and anticipated certification. Other public meetings to be scheduled for review and comment on the draft Housing Element document are described in the preceding section, "Community Workshops."

PMC will work closely with staff to define the scope and character of the public outreach efforts and will assist the City in preparing for all public meetings. PMC will conduct the two community workshops and prepare all written materials, except for staff reports, and visual aids. PMC will present the draft Housing Element at the second Community Workshop and at the two public hearings on the revised draft Housing Element. PMC will also be responsible for drafting all notices for public meetings in English and Spanish while the City will be responsible for publication and distribution of said notices.

PMC will be available to attend additional workshops or hearings on a time-and-materials basis based upon the billing rates provided herein.

Task B-3 Spanish Translation (Optional)

PMC will provide Spanish translation at all public meetings.

TASK C OTHER MEETINGS

Task C-1 Kickoff Meeting

PMC will initially meet with City staff to gain a complete understanding of the Housing Element update project, review the scope of work, collect information sources, and finalize the project schedule and work plan. PMC will then review all relevant data for the project, including project files, previous technical studies, the current General Plan and Housing Element, and other documents. PMC will prepare an outline of the proposed Housing Element update for review by City staff. PMC will also take this opportunity to discuss the best methods for ensuring regular communication.

Task C-2 Status Reports

PMC proposes monthly status update conference calls to ensure close collaboration with the City. In addition to these meetings, PMC supports frequent email communication to minimize costs while still ensuring regular communication.

A. APPROACH AND SCOPE OF WORK

Task C-3 Communication with HCD

PMC is committed to producing a usable document for the City of Soledad. Therefore, PMC staff will be available to assist the City staff throughout the state certification process. PMC will serve as a contact for the City and HCD representatives to ensure the timely submittal of the document and that any additional requirements are promptly addressed. PMC staff has managed multiple Housing Element projects and are currently building good working relationships with HCD reviewers to certify 2008 Housing Elements.

TASK D ENVIRONMENTAL REVIEW

CEQA Approach

PMC will prepare an Initial Study to identify the appropriate level of environmental documentation for the Draft Housing Element. It is anticipated that a Negative Declaration or a Mitigated Negative Declaration (MND) will be necessary. As described in our qualifications, PMC has experience preparing MNDs for programmatic policy documents. We have prepared MNDs to address the general plan amendments and rezones necessary for a jurisdiction to identify adequate sites and adopt the appropriate procedures necessary to accommodate housing for all income levels and special needs groups as required by state law. Our familiarity with preparation and implementation of Housing Elements as well as the level of detail and approach that are necessary to provide a clear and defensible CEQA document make us uniquely qualified for this project. Recently PMC has completed the Housing Element environmental documents for Imperial County, Kern County, City of Imperial, and City of Elk Grove.

PMC will conduct the following tasks for preparation of the Initial Study.

Task D-1 Project Initiation

PMC will meet with City staff to discuss an approach to the Initial Study format and content. This will coincide with the completion of the Administrative Draft Housing Element so that PMC can present any issues that may need resolution prior to the environmental evaluation.

Task D-2 Prepare Draft Initial Study

PMC will prepare a Negative Declaration or Mitigated Negative Declaration along with corresponding public notices and distribution to State Clearinghouse and interested local agencies. PMC will first prepare a Draft Initial Study using a current Environmental Checklist Form in Appendix G of the California Environmental Quality Act (CEQA) Guidelines and will incorporate any Standards of Significance from the City's General Plan and municipal code or as otherwise identified by the City.

The IS will consist of a Project Description, CEQA Environmental Checklist, Discussion of Environmental Issues, and References. The intent of the Housing Element update is to meet the most current requirements of state law, update quantified objectives for housing, and revise policies and programs to achieve those new objectives. The project description will summarize the proposed Housing Element, with particular attention to policies and implementing actions that may result in an increase in development or increase in intensity of uses over that envisioned by the adopted General Plan. Policies and actions that would result in re-designation of land uses (General Plan and zoning) to a more intense use will be identified. The Initial Study will identify areas of the City affected by specific programs that may have significant impacts, and it will include a general location map showing the areas of the City affected by those proposed programs. PMC will prepare a Project Description adequate to support either an MND or an EIR.

A. APPROACH AND SCOPE OF WORK

The IS will include a brief discussion of each issue item in the Environmental Checklist, and for each standard of significance, the IS will describe the potential for the Housing Element to have no effect on the physical environment or result in a less than significant, potentially significant, or significant impact on the environment. PMC will also identify General Plan policies, zoning code requirements, and other adopted regulations that would reduce adverse impacts to less-than-significant levels.

The Initial Study will address the following issue areas:

- Aesthetics/Light and Glare
- Agricultural Resources
- Air Quality
- Biological Resources
- Climate Change, including the project's contribution to greenhouse gas emissions and the potential for the effects of climate change to affect the project
- Cultural and Historical Resources
- Geology, Soils, and Mineral Resources
- Hazards and Human Health
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population/Housing
- Public Services and Utilities
- Transportation and Circulation

The Housing Element's conformity with the other elements of the General Plan will be included in the analysis. It is anticipated that the IS will identify issue areas that do not require additional environmental analysis, should an EIR be necessary.

The budget for the IS assumes that PMC can use data from readily available sources (e.g., General Plan, General Plan EIR, other EIRs, previous technical studies) and that no technical studies, field investigations, or field data collection will be required.

Task D-3 Prepare Final Environmental Document

PMC will revise the IS and prepare the Negative Declaration or Mitigated Negative Declaration based upon City staff comments. PMC will prepare the Notice of Intent (NOI) to adopt the draft Negative Declaration (ND) or Mitigated Negative Declaration (MND) and distribute the NOI to the County Clerk and ND or MND to appropriate or interested entities, including the State, pursuant to CEQA

A. APPROACH AND SCOPE OF WORK

Guidelines. The City will be responsible for publishing the NOI in the local newspaper. Following the 30-day public review period, PMC will respond to any public comments received during the comment period.

DELIVERABLES

All transmitted materials submitted to the City shall include one unbound original. Below is a listing of the number of copies requested by the City as well as the costs for production of these documents.

	Task Description	Total Copies of Housing Element	Total Copies of Environmental Documents	CD-ROM	Total Costs
1	Background Report - Housing Needs Assessment & Results of 2003 Housing Element Review	Reproduction by City		Electronic File or CD	0
2	Administrative Draft of the Housing Element and associated environmental documents	2	1	1	\$45
3	Public Review Draft Housing Element and draft environmental document	30	16	1	\$540
4	Revised Public Review Draft Housing Element and draft environmental documents for public distribution	4	1	1	\$75
5	Final Housing Element and associated environmental documents	30 (+1 color)	1	1	\$615
6	Public Meeting Notices-Spanish & English	N/A		Electronic File	
Total					\$1,275

Assumes 2 copies for Administrative draft, 4 copies for revised Administrative draft, 30 copies for Public Review Draft, and 30 copies for Final Housing Element and 16 copies of the Draft Environmental document and one final.

Black-and-white copies are \$0.10 per page and color copies are \$1.00 per page. CD-ROM cost \$10 each. Costs assume a 150-page Housing Element and a 50-page environmental document printed in black and white.

All copies will be produced in black and white with the exception of one copy of the Final Housing Element to be printed in color.

B. WORK SCHEDULE

The following schedule corresponds to the scope of services for this proposal. The schedule provides a realistic timeline for completion of the Housing Element update, accounting for staff review time, public review, HCD review, hearings, and meetings. The PMC schedule indicates an approximate project start date of September 2008 and targeted transmittal date of the adopted Housing Element to HCD for certification by June 30, 2009.

Our schedule assumes the completion of an Administrative Draft by mid November 2008 and a Public Review Draft by mid January 2009. A community workshop will take place in the fall of 2008. Planning Commission and City Council approval would occur before the Public Review Draft is submitted to HCD in February 2009. Following the initial 60-day HCD review, a Final Draft is expected to be completed by May 2009. The second Planning Commission and City Council hearing will occur once the Final Draft is completed in June 2009.

The following table indicates our expected timeline for the Housing Element completion.

Detailed Schedule

Task	Task Description	Completion Date
A	Data Analyses and Document Preparation	September 2008
A-1	Housing Needs Assessment	September 2008 – November 2008
A-2	Potential Housing Constraints	September 2008 – November 2008
A-3	Review of Existing Housing Element	September 2008
A-4	Housing Goals, Policies, and Programs	September 2008 – November 2008
A-5	Prepare and Finalize Housing Element	April/May 2009
B	Public Outreach and Public Meetings	January 2009/March 2009/June 2009
C	Other Meetings	Throughout
D	Environmental Review	November 2008 – June 2009

C. COST ESTIMATE

PMC will perform the services as described herein for the Housing Element update for a not-to-exceed amount of \$52,135, which includes preparation of the Housing Element and CEQA documentation and clearances. With inclusion of the optional task for Spanish translation at an additional cost of \$1,540, the total cost of PMC services comes to \$53,675. This cost reflects completion of the aforesaid detailed tasks and includes travel and production costs for the number of color and black-and-white copies outlined in this proposal. This cost includes production of the specified number of hard copies and one electronic copy of the administrative draft, public review draft and final Housing Element. PMC expects and is fully prepared to perform the majority of the work related to the Housing Element effort. However, PMC assumes the need for some City staff assistance throughout the Housing Element update process.

Project Cost Estimate

Task	Task Description	Hours	Cost
A	Data Analyses and Document Preparation	-	-
A-1	Housing Needs Assessment	110	\$9,155
A-2	Potential Housing Constraints	36	\$3,520
A-3	Review of Existing Housing Element	56	\$4,790
A-4	Housing Goals, Policies, and Programs	40	\$4,260
A-5	Prepare and Finalize Housing Element	46	\$5,655
B	Public Outreach and Public Meetings	59	\$7,335
C	Other Meetings	13	\$1,690
D	Environmental Review	121	\$15,730
Total Cost		481	\$52,135
Optional Task	Spanish Translation	22	\$1,540
Total with Optional Task		503	\$53,675

*This assumes a budget for an Initial Study/Mitigated Negative Declaration.
Detailed list of copy costs are listed on page 2-8.*

Billing Rates

Role	Per Hour Rate
Project Director	\$130
Housing Element Project Manager	\$125
Senior Housing Planner/GIS Specialist	\$120
CEQA Planner/Housing and Grants Specialist	\$100
Associate Housing Planner	\$80
Assistant Housing Planner/Housing Programs Specialist	\$70
Administrative/Graphics	\$65