

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

HOUSING TOOLS

Architect/Consultant/Engineer

HOUSING ELEMENT UPDATE (2022)

Project Title

315-000-8801/50447-315-4800, 392-540-5400, MAJNC/50160-000-4800

Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on October 28, 2020, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and James Coles DBA: Housing Tools, a sole proprietorship under the laws of the State of California (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond

the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT

D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement

is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
To Consultant:	James Coles DBA: Housing Tools 3400 Cottage Way Ste A4 Sacramento, CA 95825		

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:


Mark Orme, City Manager*

*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

CONSULTANT:



By: James Coles, Principal

APPROVED AS TO FORM:


Andrew Jared, City Attorney*

*Pursuant to The Charter of the
City of Chico, Section 906(D)

APPROVED AS TO CONTENT:


Brendan Vieg, Community Development
Director-Planning, Housing, GIS

REVIEWED AS TO CONTENT:


Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

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EXHIBIT A

DESCRIPTION OF PROJECT

The Consultant shall prepare an update to the City of Chico's Housing Element of the City of Chico General Plan to include the policies, strategies, and actions the City will undertake to facilitate the construction of new housing and preservation of existing housing to meet the needs of the population during the sixth Cycle planning period (2022-2030) in all economic segments of the community. Consultant shall assist in securing approval of the Housing Element Update from the City Planning Commission, the Chico City Council, and ultimately certification from the California State Department of Housing and Community Development (HCD).

Consultant shall seek and follow guidance as provided by HCD in preparation of the Housing Element Update.

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EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

The Consultant shall prepare an update to the City of Chico's Housing Element of the City of Chico General Plan in compliance with relevant California state law.

Identified Conditions

The Housing Element Update shall directly address the following identified conditions and a strategy for responding, so that the planning document is relevant and effective.

- Camp Fire - The impacts of the Camp Fire of November 2018 on housing within the City cannot be underestimated. Immediately after the fire, the availability of housing was severely constrained due to the destruction of thousands of homes in neighboring Paradise and other Ridge communities. Other City infrastructure and services were also significantly affected as former Paradise and Ridge residents relocated. The Housing Element Update shall address this issue in its needs analysis by investigating the Camp Fire impacts, review potential resources that will be made available to alleviate the impacts of the disaster in the Resource Inventory, which will include Disaster Area Tax Credits and Community Development Block Grant Disaster Recovery (CDBG-DR) allocations.
- COVID-19 – Coronavirus Disease 2019 (COVID-19) has dramatically impacted the City of Chico on a range of fronts, including health and mortality, the overall economy, employment, education, household income, and homelessness. These conditions are expected to last far into the Housing Element planning period. The Goals, Policies and Actions section of the plan shall take these issues into account, especially adverse impacts on the most vulnerable members of the community, which include seniors, homeless individuals, and people at-risk of homelessness due to eviction.
- Racial Inequity - As a policy document, the Housing Element Update shall establish equal housing opportunity as an essential component of the plan. The State Legislature

and Governor have prioritized fair housing as a statewide policy through the passage of Assembly Bill (AB) 686. Inclusion of racial minorities shall be a priority of the Housing Element Update Outreach Plan. In addition, Consultant shall build upon its recently completed Analysis of Impediments to ensure compliance with AB 686 and work with the City to incorporate a fair housing action plan as part of the Goals, Policies and Actions.

- Homelessness - Chico has experienced an increase in homelessness in recent years, which will most likely be exacerbated by the economic impacts of COVID-19. Providing homes for this population becomes even more crucial as homeless individuals are disproportionately at risk from COVID-19 due to the lack of safe and healthy shelter. Despite the challenges of homelessness, much progress has been made locally in addressing the problem as a True North navigation center is in the works, a new Jesus Center facility and permanent supportive housing is planned, Community Housing Improvement Program (CHIP) supportive housing project for seniors and homeless individuals is in development, and Chico Housing Action Team (CHAT) expands transitional housing opportunities. In addition, a multitude of new State funding sources to address homelessness have been made available. The Housing Element Update shall look for ways to efficiently and effectively harness local initiatives and State funding to strategically plan for further progress in this effort.
- Overall Housing Shortage - Prior to the Camp Fire in November 2018, the Chico was experiencing a severe housing shortage, with vacancy rates hovering around 2% and rapidly rising rents. This was exacerbated even further after the Camp Fire. Since the outbreak of COVID-19, vacancies have risen as many college students are now living with their parents or other relatives during the campus shut-down. This recent trend should be considered a temporary condition that will reverse when the college campuses open again. It is expected that the broader trend of housing shortages will continue in the coming years. Given these challenges, Consultant shall explore strategies to boost housing production through zoning code revisions, regulatory relief, and strategic prioritization of local housing funds that leverage non-local financing sources. Non-local financing sources to include Disaster Area Tax Credits, CDBG-DR, No Place Like Home (NPLH), and Permanent Local Housing Authority (PLHA), and other identified sources.

Scope of Work and Schedule

Activity 1: Project Setup and Initial Research	
Task 1.1: Research Housing Element (HE) law and current State HCD guidance.	October 2020
<i>Task 1.1 Deliverable: Updated Matrix of Applicable Changes to State HE Law since Last Updated HE</i>	October 2020
Task 1.2: Review 2014-2019 HE, General Plan implementation, zoning code, water & sewer provision plans and status, and start inter-governmental review process. <i>City to provide relevant information to Consultant.</i>	October 2020
Task 1.3: Plan and facilitate Kick-off Meeting with City Staff.	October 2020

Activity 2: Public Outreach	
Task 2.1: Develop outreach plan, which shall include: stakeholder contact list, outreach strategies (email, meetings, flyers, social media postings, public notices, etc.), online surveys, survey and public meeting topics, and overall schedule and integration into the HE. Identify relevant public agencies, low-income communities, minority groups, and Native American tribes for outreach. <i>City to assist in developing stakeholder contact list and coordinating dissemination of information.</i>	November 2020
<i>Task 2.1 Deliverable: Outreach Plan</i>	November 2020
Task 2.2: Develop and launch HE website. The site shall share information about the HE, post scheduled public meetings, provide updates on progress, and post HE drafts and other materials.	November 2020
<i>Task 2.2 Deliverable: HE website</i>	November 2020
Task 2.3: Plan and facilitate a focus group with low-income residents to understand housing needs.	January 2021
Task 2.4: Plan and facilitate Public Meeting #1 to receive input on housing needs and issues. Topics shall include: purpose of the HE; overview of State requirements; review of previous Housing Element Update; review of affordable housing funding sources; initial research on community needs; and findings from low-income resident focus group.	January 2021
Task 2.5: Design and conduct an online survey to receive input on housing needs for HE Update.	February 2021
Task 2.6: Plan and facilitate Public Meeting #2 to receive input on HE goals. Topics shall include: status of previous HE goals, summary of current needs and resources, and recommended HE goals for the current update.	August 2021
Task 2.7: Design and conduct an online survey to receive input on housing goals for HE Update.	August 2021
<i>Tasks 2.6 and 2.7 Deliverable: Summarize community input from Public Meeting #2 and online survey, and share with the City.</i>	August 2021
Activity 3: Assess Progress of Previous Housing Element Goals	
Task 3.1: Assess Goals, Policies and Actions from 2014-2022 HE, as well as relevant City housing programs, to determine modifications for 2022-2030 HE. Evaluate and document Regional Housing Needs Allocation (RHNA) and Analysis of Impediments (AI) progress. Assess progress in meeting new State HE legislation requirements, including ADU measures, “by right” zoning for special housing needs, density bonus law, no net loss law, and fair housing. Identify necessary amendments to zoning code to achieve full compliance with State HE law. <i>City to provide status on RHNA and AI progress, and progress in implementing new state HE legislation requirements.</i>	November 2020

Task 3.2: Based on the review and effectiveness in addressing 2014-2022 HE Goals, Policies and Actions based on Task 3.1 assessment and feedback from City staff, new and/or modified Goals, Policies and Actions will be developed in Activity 8	December 2020-January 2021
Activity 4: Housing Needs Assessment	
Task 4.1: Research relevant data sources for demographic and socioeconomic conditions: State HCD, State Dept. of Finance, HUD, U.S. Census, Multiple Listing Service. Investigate housing needs for special needs groups. Create an inventory of existing affordable housing complexes, including those at risk to convert to market rate.	November-December 2020
Task 4.2: Organize and summarize data on existing and projected housing needs in tables and charts, including synopsis for Public Meeting #1.	January 2021
Activity 5: Resource Inventory	
Task 5.1: Build inventory of available developable land for meeting RHNA building capacity requirements, in compliance with HCD requirements. Include local agency surplus sites per AB 1255, nonvacant site replacement requirements, and rezone program requirements. <i>City to provide existing vacant land inventory data and local agency surplus sites.</i>	February 2021
<i>Task 5.1 Deliverable: Provide initial land inventory to City Planners for review.</i>	February 2021
Task 5.2: Coordinate with City Planners to make capacity assumptions for developable land, including current site conditions, zoning designations, environmental constraints, and infrastructure availability. Calculate buildable capacity for each site. <i>City to assist in providing information on zoning designations, environmental constraints, and infrastructure availability.</i>	February-March 2021
<i>Task 5.2 Deliverable: Provide final land inventory to City Planners for review.</i>	March 2021
Task 5.3: Collect information on financial resources for housing development, including local, state and federal sources. Conduct interviews with City and Housing Authority of the County of Butte Staff as necessary. <i>City to participate in interviews and provide funding source information.</i>	April 2021
Task 5.4: Analyze energy conservation opportunities through review of the General Plan and green building rating systems, and interviews with City staff, solar providers, and other sustainable building providers. <i>City to participate in interviews and provide General Plan and Sustainability Plan information.</i>	April 2021
Activity 6: Constraints Analysis	
Task 6.1: Review City zoning and building codes, fee schedules, and City Planning policies and procedures to understand Government Constraints. Include an analysis of government constraints that impact persons with disabilities. Interview City Planners as necessary. <i>City to participate in interviews and provide zoning and building code, fee schedules, and City</i>	May 2021

<i>Planning policies and procedures information.</i>	
Task 6.2: Assess constraints and opportunities for facilitating production of Accessory Dwelling Units per AB 494, AB 671, and Senate Bill (SB) 229. Develop policy and process recommendations necessary to comply with State HE law. Identify measures that could be incorporated into HE Goals, Policies and Actions. <i>City to provide status of State ADU law implementation.</i>	May 2021
Task 6.3: Research non-governmental constraints, including: land prices, construction costs, and financing availability.	May 2021
Task 6.4: Develop list of processes, procedures and programs to reduce or eliminate constraints. Identify measures that could be incorporated into HE Goals, Policies and Actions.	May 2021
Activity 7: Assessment of Fair Housing	
Task 7.1: AI completed by Consultant in 2020, with the aim of complying with AB 686.	June 2021
Task 7.2: Identify fair housing Goals, Policies and Actions that could be integrated into the 2022-2030 HE Goals, Policies and Actions.	June 2021
Task 7.3: Incorporate fair housing assessment goals and objectives into the Constraints Analysis, Site Inventory and Goals, Policies and Actions.	June 2021
Activity 8: Goals, Policies and Actions	
Task 8.1: Draft first iteration of Goals, Policies and Actions with an eight-year schedule of action items and milestones. Include revisions based on Activity 2 assessment of previous HE, and goals that address new State HE laws. Determine whether to pursue inclusionary zoning as a goal. Prepare for presentation in Public Meeting #2.	July-August 2021
<i>Task 8.2 Deliverable: First draft of Goals, Policies and Actions.</i>	August 2021
Task 8.3: Draft second iteration of Goals, Policies and Actions with feedback from City and 2 nd Public Meeting. <i>City review of second iteration.</i>	September 2021
<i>Task 8.3 Deliverable: Second draft of Goals, Policies and Actions.</i>	October 2021
Activity 9: Draft and Review Document	
Task 9.1: Prepare 1 st HE Draft and review for compliance with State regulations.	October-December 2021
<i>Task 9.1 Deliverable: 1st HE Draft.</i>	December 2021
Task 9.2: Revise HE draft to incorporate comments from Initial City and inter-governmental review. <i>Initial City and inter-governmental review.</i>	January 2022
Task 9.3: Submit 2 nd HE Draft to State HCD for review.	January 2022
<i>Task 9.3 Deliverable: 2nd HE Draft.</i>	January 2022
Task 9.4: Review HCD comments with City Staff. Revise HE draft to incorporate State HCD comments.	January 2022
<i>Task 9.4 Deliverable: 3rd HE Draft.</i>	February 2022
Task 9.5: Prepare the 3 rd HE Draft for Planning Commission review.	February 2022

Conduct outreach and post notice for Planning Commission public hearing (Public Meeting #3).	
Task 9.6: Prepare the 3 rd HE Draft for City Council review. Conduct outreach and post notice for City Council public hearing (Public Meeting #4).	March 2022
Task 9.7: Revise HE draft to incorporate any Planning Commission and City Council comments during 30-day Public Comment period. Prepare 4 th HE Draft to City Council for adoption, including the required City Council resolution and related findings. Conduct outreach and post notice for public hearing (Public Meeting #5).	April 2022
<i>Task 9.7 Deliverable: 4th HE Draft.</i>	May 2022
Task 9.8: Submit Final HE Report to the City, and to State HCD along with Final Housing Element Report.	May 2022
<i>Task 8.8 Deliverable: Final HE Draft.</i>	May 2022
Activity 10: Environmental Review	
Task 10.1: Field visit to review potentially affected sites. Topics to be discussed shall include the schedule, key Project issues, communication protocol, the procedure for data gathering, Project characteristics and the proposed scope of work. <i>City to provide relevant information to sub-consultant ECORP.</i>	December 2021
Task 10.2: ECORP shall coordinate with the City and Consultant to develop and clarify the Project Description. This shall provide the foundation for all future California Environmental Quality Act (CEQA) work. It shall include: a description of the Project's potentially affected locations, environmental setting, local transportation system, land use designations, and surrounding land uses; likely policy outcomes and land changes; Project policy changes, specific site changes and overall housing element modifications; and a list of uses of the Initial Study/Mitigation Negative Declaration (IS/MND) and approvals required by other agencies and potential on-the-ground entitlement changes. <i>City to provide relevant information to ECORP.</i>	December 2021
Task 10.3: Participate in two Public Meetings: Public Meeting #3 and Public Meeting #4. Both meetings shall solicit public comment on the Draft IS/MND in addition to soliciting comment on the HE.	February-March 2022
Task 10.4: Conduct Technical Studies, including the air quality/greenhouse gas emissions analysis and the noise impact analysis.	January 2022
Task 10.5: Prepare an Administrative Draft IS/MND for the HE. This report shall address the full scope of potential environmental issues as based on Appendix G of the State CEQA Guidelines. <i>City provides comments on Administrative Draft IS/MND.</i>	January 2022
<i>Task 10.5 Deliverable: Administrative Draft IS/MND.</i>	February 2022
Task 10.6: Prepare Public Draft IS/MND, Notice of Intent (NOI), Notice of Completion (NOC), and Summary Form. Incorporate City staff comments on Administrative Draft IS/MND.	February 2022

<i>Task 10.6 Deliverable: Public Draft IS/MND, NOI, NOC, and Summary form.</i>	February 2022
Task 10.7: Prepare Administrative Final IS/MND and Notice of Determination (NOD). <i>City provides comments on Administrative Final IS/MND.</i>	April 2022
<i>Task 10.7 Deliverable: Administrative Final IS/MND and NOD.</i>	April 2022
Task 10.8: Final IS/MND and NOD. <i>City files notices and pays fees at Butte County Clerk's office in compliance with CEQA requirements.</i>	May 2022
<i>Task 10.8 Deliverable: Final IS/MND and NOD.</i>	May 2022
Task 10.9: Mitigation Monitoring and Reporting Program (MMRP). Prepared consistent with CEQA Section 21081.6. Produce Administrative Draft for City review, and Final MMRP. <i>City shall provide comments on the Administrative Draft MMRP.</i>	May 2022
<i>Task 10.9 Deliverable: Final MMRP.</i>	May 2022
Task 10.10: Ongoing environmental review project management and coordination.	January-May 2022

Completion Schedule

The Consultant shall complete services outlined herein by June 11, 2022.

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EXHIBIT C

COMPENSATION

Total compensation for the services outlined herein shall not exceed the amount of \$99,713.00.

Compensation shall be based upon actual invoices received and shall be paid in accordance with the following schedule of hourly rates and schedule of activities and tasks.

Housing Tools

Hourly Rates

Principal.....	\$ 120.00/hour
Community Development Manager	\$ 120.00/Hour
Project Specialist I.....	\$ 80.00/Hour
Project Specialist II	\$ 80.00/Hour
Associate Project Manager	\$ 80.00/Hour

<u>ACTIVITY</u>	<u>AMOUNT</u>
Activity 1: Project Setup and Initial Research	
Task 1.1: Research Housing Element (HE) law and HCD guidance.	\$ 1,440.00
Task 1.2: Review City materials, water & sewer provision plans and status, and start inter-governmental review process.	\$ 960.00
Task 1.3: Plan and facilitate Kick-off Meeting with City Staff.	\$ 1,320.00
Activity 1 Total	\$ 3,720.00
Activity 2: Public Outreach	
Task 2.1: Develop outreach plan.	\$ 1,848.00
Task 2.2: Develop and launch HE website.	\$ 2,376.00
Task 2.3: Plan and facilitate low-income focus group.	\$ 1,232.00
Task 2.4: Plan and facilitate Public Meeting #1 to receive input on housing needs and issues.	\$ 2,552.00
Task 2.5: Design and conduct an online survey to receive input on housing needs for HE update.	\$ 968.00
Task 2.6: Plan and facilitate Public Meeting #2 to receive input on HE goals.	\$ 2,552.00
Task 2.7: Design and conduct an online survey to receive input on housing goals for HE update.	\$ 968.00
Activity 2 Total	\$12,496.00
Activity 3: Assess Progress of Previous Housing Element Goals	
Task 3.1: Assess Goals, Policies and Actions from 2014-2022 HE.	\$ 1,080.00
Task 3.2: Draft potential revisions to 2014-2022 HE Goals, Policies and Actions.	\$ 1,080.00
Activity 3 Total	\$ 2,160.00
Activity 4: Housing Needs Assessment	
Task 4.1: Research relevant data sources for Housing Needs Assessment.	\$ 9,920.00
Task 4.2: Organize Housing Needs data for Public Meeting #1.	\$ 1,520.00
Activity 4 Total	\$11,440.00
Activity 5: Resource Inventory	
Task 5.1: Build inventory of available developable land.	\$ 2,880.00
Task 5.2: Calculate buildable capacity for each site.	\$ 4,320.00
Task 5.3: Collect information on financial resources for housing development, including local, state and federal sources.	\$ 1,440.00
Task 5.4: Analyze energy conservation opportunities through review of the General Plan and green building rating systems.	\$ 1,040.00
Activity 5 Total	\$ 9,680.00

Activity 6: Constraints Analysis	
Task 6.1: Review City policies and regulations to understand Government Constraints.	\$ 2,880.00
Task 6.2: Assess constraints and opportunities for facilitating production of Accessory Dwelling Units per AB 494, AB 671, and SB 229.	\$ 1,440.00
Task 6.3: Research Non-governmental constraints.	\$ 960.00
Task 6.4: Develop list of processes and programs to reduce or eliminate constraints. Incorporated into HE Goals, Policies and Actions.	\$ 1,920.00
Activity 6 Total	\$ 7,200.00
Activity 7: Assessment of Fair Housing	
Task 7.1: Review and update Analysis of Impediments completed by Housing Tools in 2020, with the aim of complying with AB 686.	\$ 1,280.00
Task 7.2: Identify fair housing Goals, Policies and Actions that could be integrated into the 2022-2030 HE Goals, Policies and Actions.	\$ 320.00
Task 7.3: Incorporate fair housing assessment goals and objectives into the Constraints Analysis, Site Inventory and Goals, Policies and Actions.	\$ 640.00
Activity 7 Total	\$ 2,240.00
Activity 8: Goals, Policies and Actions	
Task 8.1: Draft first iteration of Goals, Policies and Actions.	\$ 2,160.00
Task 8.2: Draft second iteration of Goals, Policies and Actions with feedback from City and 2 nd Public Meeting.	\$ 960.00
Activity 8 Total	\$ 3,120.00
Activity 9: Draft and Review Document	
Task 9.1: Prepare 1 st HE Draft and review for compliance with State regulations.	\$ 7,744.00
Task 9.2: Revise HE draft to incorporate comments from Initial City and inter-governmental review.	\$ 1,056.00
Task 9.3: Submit 2nd HE Draft to State HCD for review.	\$ 528.00
Task 9.4: Review HCD comments with City Staff. Revise HE draft to incorporate State HCD comments.	\$ 1,056.00
Task 9.5: Prepare the 3 rd HE Draft for Planning Commission review.	\$ 616.00
Task 9.6: Prepare the 3 rd HE Draft for City Council review.	\$ 352.00
Task 9.7: Revise HE draft to incorporate any Planning Commission and City Council comments. Prepare 4 th HE Draft to City Council adoption.	\$ 880.00
Task 9.8: Submit Final HE Report to the City, and to State HCD along with Final Housing Element Report.	\$ 528.00
Activity 9 Total	\$12,760.00

Activity 10: Environmental Review	
Task 10.1: Field visit and kick-off meeting.	\$ 990.00
Task 10.2: Project Description.	\$ 2,380.00
Task 10.3: Public meetings.	\$ 1,110.00
Task 10.4: Conduct Technical Studies.	\$ 3,120.00
Task 10.5: Prepare an Administrative Draft IS/MND for the HE.	\$10,565.00
Task 10.6: Prepare Public Draft IS/MND, NOI, NOC, and Summary Form.	\$ 2,340.00
Task 10.7: Prepare Administrative Final IS/MND and Notice of Determination (NOD).	\$ 3,960.00
Task 10.8: Final IS/MND and NOD.	\$ 750.00
Task 10.9: Mitigation Monitoring and Reporting Program (MMRP).	\$ 360.00
Task 10.10: Ongoing environmental review project management.	\$ 1,770.00
Activity 10 Total	\$27,345.00
Optional Additional Public Meeting	\$ 2,552.00
Contingency	\$ 5,000.00
TOTAL	\$99,713.00

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

HOUSING TOOLS

Architect/Consultant/Engineer

HOUSING ELEMENT UPDATE (2022)

Project Title

315-000-8801/50447-315-4800, 392-540-5400, MAJNC/50160-000-4800

Budget Account Number

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of “B” or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an “A” rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City’s Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by

an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this agreement.

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

HOUSING TOOLS

Architect/Consultant/Engineer

HOUSING ELEMENT UPDATE (2022)

Project Title

315-000-8801/50447-315-4800, 392-540-5400, MAJNC/50160-000-4800

Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

HOUSING TOOLS

Architect/Consultant/Engineer

HOUSING ELEMENT UPDATE (2022)

Project Title

315-000-8801/50447-315-4800, 392-540-5400, MAJNC/50160-000-4800

Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

None.