

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH RINCON CONSULTANTS, INC.  
(COMMUNITY DEVELOPMENT AND HOUSING CONSULTING – HOUSING  
ELEMENT UPDATE FOR THE SIXTH CYCLE REGIONAL HOUSING NEEDS  
ASSESSMENT FOR PLANNING PERIOD 2021-2029 RFP NO. 21-004SB)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 16th day of September, 2020 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Rincon Consultants, Inc., a California Corporation with its principal place of business at 250 East 1st Street, Suite 301, Los Angeles, CA 90012 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing community development and housing consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the Housing Element Update for the Sixth Cycle Regional Housing Needs Assessment for Planning Period 2021-2029 RFP No. 21-004SB project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional community development and housing consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached

hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from September 16, 2020 to October 31, 2021 ("Term"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the

Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Matt Maddox, AICP will serve as Principal-in-Charge and Contract Administrator, Brenna Weatherby, MCP, will serve as Project Manager in charge of day-to-day oversight and the City's primary contact.

3.2.5 City's Representative. The City hereby designates Joanne Coletta, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Matt Maddox, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section

3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Project provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Project pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The



Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred and Fifty One Thousand Seven Hundred Twenty Three Dollars (\$151,723.00) ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants

shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Project is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Ownership of Materials and Confidentiality.**

**3.5.1 Documents & Data; Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

**3.5.2 Subconsultants.** Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

**3.5.3 Right to Use.** City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### **3.6 General Provisions.**

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Consultant:**

Rincon Consultants, Inc.  
250 East 1st Street, Suite 301  
Los Angeles, CA 90012  
Attn: Jennifer Haddow

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Joanne Coletta, Community Services Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, 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, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or

take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH RINCON CONSULTANTS, INC.**  
**(COMMUNITY DEVELOPMENT AND HOUSING CONSULTING – HOUSING**  
**ELEMENT UPDATE FOR THE SIXTH CYCLE REGIONAL HOUSING NEEDS**  
**ASSESSMENT FOR PLANNING PERIOD 2021-2029 RFP NO. 21-004SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Joanne Coletta  
Community Services Department Director

Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

Reviewed By:

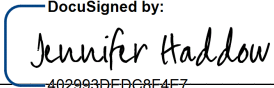
\_\_\_\_\_  
Scott Briggs  
Purchasing Specialist V



**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH RINCON CONSULTANTS, INC.**  
**(COMMUNITY DEVELOPMENT AND HOUSING CONSULTING – HOUSING**  
**ELEMENT UPDATE FOR THE SIXTH CYCLE REGIONAL HOUSING NEEDS**  
**ASSESSMENT FOR PLANNING PERIOD 2021-2029 RFP NO. 21-004SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**Rincon Consultants, Inc.**  
a California Corporation

By:   
402993DEBC8F4E7...  
Jennifer Haddow  
Vice President

By:   
3D7ADA6A0F8E4C6...  
Richard Daulton  
Secretary

## **EXHIBIT “A” SCOPE OF SERVICES**

The City of Corona will have Rincon Consultants assist with the update of the Housing Element, and the associated General Plan consistency review, and CEQA documentation. Located in the SCAG region, Corona must adopt the Housing Element update by October 2021 in order to be eligible for the eight-year planning period.

## Task 1 Evaluate the Current Housing Element

As an initial task to the Housing Element update, and following the kickoff meeting described in Task 10, we will review and evaluate the 2013-2021 Housing Element. Specifically, we will:

- Discuss the effectiveness and continued appropriateness of current housing programs and policies
- Evaluate the City's progress in meeting current goals
- Identify any barriers to achieving identified goals
- Review compliance with new State laws
- Identify potential revisions to existing programs
- Review for consistency with the recently adopted General Plan, and regional programs, such as Resilient IE

The City's latest Housing Element Annual Progress Report (APR) would be a good starting point for this evaluation. We will interview staff and compile additional information to provide an assessment of the continued appropriateness of existing programs and whether new programs should be added to address emerging trends and issues. Upon completion of this review, we will provide a memo summarizing our findings and a draft outline for the Housing Element Update.

### Deliverables

- Assessment Memorandum to include details on our review of the 2013-2021 Housing Element
- Draft outline for the Housing Element Update

## Task 2 Housing Needs Analysis

The Rincon/MTA team will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's Completeness Review Checklist. The Needs Analysis will be comprehensively updated with the most recent American Community Survey (ACS) and housing market data. The Needs Analysis will contain the topics listed below to satisfy Government Code Section 65583(a) requirements:

- **Demographics, Income, and Employment Trends.** This section includes information on the population growth trends, along with income distribution and employment trends.
- **Household Characteristics.** This section will also discuss household characteristics such as size, tenure, composition, and overcrowding conditions that may impact housing needs.
- **Housing Stock Characteristics.** This section will be an analysis of the condition of the existing housing stock as well as cost and affordability, including discussions on cost burden (overpayment).
- **Affirmatively Furthering Fair Housing.** This section will discuss new Housing Element law, which requires jurisdictions to examine barriers to fair housing and ensure housing programs are implemented in a manner to affirmatively further fair housing.

- **Residential Building Permit Activity.** This section will discuss residential building permit trends for single-family and multi-family products, building code regulations, fees, and permit and processing procedures. We will also analyze constraints on housing for persons with disabilities, as well as the city's current permitting procedures for emergency shelters, transitional and supportive housing, and single-room occupancy units.
- **Analysis of Special Housing Needs.** See Task 5 below.
- **At-Risk Housing (Assisted Unit) Analysis.** See Task 6 below.

## Deliverable

- Housing Needs Analysis

## Task 3 Land Use Inventory and Land Use Survey

SCAG's Draft RHNA Allocation for Corona is 6,078 units. Based on this allocation, the Housing Element update will require efforts to identify sites with sufficient capacity for the RHNA, taking into consideration the following adequate site requirements under new Housing Element laws:

- No net loss of capacity when sites are developed
- Continued ability to meet the RHNA by income group
- Stringent standards for assessing feasibility when reusing vacant and underutilized sites that have previously been included in the fifth cycle Housing Element
- Reliance on mixed use for lower income housing
- Ratio of vacant versus underutilized sites
- Demonstrated trends of development

A parcel-specific sites inventory will be developed and opportunities for lot consolidation will be identified. We will prepare an "adequate sites analysis" showing the relationship between the City's RHNA and the dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations.

AB 1397 (Adequate Sites) and SB 166 (No Net Loss) impose stringent requirements on the sites inventory for RHNA. Given the City's development pattern, it is anticipated that most sites identified in the sites inventory will have an existing use and improvements and will be smaller than one-half acre. These sites may also have been used in a previous housing element cycle. In order to include these sites in the sites inventory, additional justification is required and may need to include:

- Lot consolidation potential
- Feasibility of development on smaller sites
- Impediments for residential development on non-vacant sites
- Recent development on similar sites
- Substantial evidence the existing use is likely to be discontinued within the planning period

The Rincon/VTA team will work closely with staff and HCD to provide an expanded analysis of the sites inventory. This may include site visits/surveys and discussions with developers and property owners.

## Deliverables

- Draft Sites Inventory and Review of Sites for Suitability/Adequacy for RHNA
- Sites Inventory Justification Documentation

## Task 4 Evaluation of Housing Constraints

The Rincon/VTA team will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis will contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Corona. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. We will also examine the plans and policies set forth by the recently adopted General Plan and their impact on housing, as well as the impacts of identified hazards and evacuation routes established by Resilient IE. New Housing Element laws also require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors. Where constraints exist, the Rincon/VTA team will identify and develop housing programs that can assist in the removal on constraints, where feasible. For each program, the Rincon/VTA team will identify potential funding sources, the lead agency or City division responsible for implementation, objectives, and timeframes.

### Deliverable

- List of Housing Programs for inclusion in Housing Element Update

## Task 5 Special Housing Needs Analysis

The Rincon/VTA team will update the analysis of housing needs for special needs populations, including senior households, persons with disabilities, large families, single female-headed households, low-and very-low-income households, and the homeless. Relevant findings from this task will be incorporated into the Housing Needs Analysis discussed further in Task 2.

### Deliverable

- See Task 2

## Task 6 Preservation of Assisted Units

This task will include an analysis of existing assisted housing developments that are eligible to change from low income housing to market rate over the next ten years (i.e., at-risk housing). This analysis will cover units that are deed-restricted as low income housing as a result of public assistance, density bonus requirements, and inclusionary housing program. Relevant findings from this task will be incorporated into the Housing Needs Analysis discussed further in Task 2.

### Deliverable

- See Task 2

## Task 7 Housing Goals, Policies and Implementation Programs

### Housing Goals, Policies, and Quantified Objectives

Based upon the analyses and research conducted in the previous tasks, the Rincon/VTA team will update the Housing Element. The updated Housing Element will include all required components under State law, along with relevant appendices. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

We will review and revise, as appropriate, housing goals, policies, and quantified objectives regarding the production, conservation, maintenance, preservation, and improvement of housing. This update will reflect the current and projected market conditions, the City's specific challenges, and funding capacity to ensure the housing objectives are realistic.

### Housing Element Documents

We will prepare the Administrative Draft Housing Element based on analysis, research, and comments/discussions from the previous tasks. We will also include the City's evacuation routes established by Resilient IE, in accordance with AB 99. Our timeline and budget assume one round of review by City staff. We will incorporate staff comments to formulate the Public Review Draft to be reviewed by City decision makers prior to submitting to HCD for review. We will work with City staff to compile a list of stakeholders and agencies/organizations to receive notification of the availability of the Draft Housing Element.

### Deliverables

- Housing Element
  - Internal Review Draft of the Housing Element Update (electronic delivery)
  - Public Review Draft of the Housing Element Update (electronic delivery)
  - Final Adopted Housing Element Update (electronic delivery)
  - All background and base data, including any GIS maps and digital data files

## Task 8 Environmental Review

Rincon will prepare the required CEQA review for the project. We understand that the 2020-2040 General Plan Environmental Impact Report was certified with the adoption of the General Plan on June 3, 2020. We don't anticipate that the project will require any changes to the City's land use designations set forth in the recently approved Land Use Element, however, given the number of units included in the City's RHNA allocation, and the need to include the evacuation routes set forth by Resilient IE, we anticipate that preparation of a Negative Declaration (ND) or Mitigated Negative Declaration (MND) will be the appropriate level of CEQA analysis for the Housing Element Update and have prepared our scope of work and cost analysis accordingly. If it is found that the Housing Element will not result in impacts above and beyond those analyzed in the recently completed EIR for the General Plan Update, it is possible that an Addendum to the General Plan EIR would be an acceptable level of CEQA Analysis. This would result in cost and time savings for the City. On the other hand, if substantial rezoning/upzoning is needed to accommodate the RHNA, and it is determined that an ND or MND is not the appropriate level of CEQA analysis, Rincon will contact the City immediately to discuss the timing and cost implications.

Preparation of the ND or MND would involve the following:

- Complete an Initial Study (IS) checklist
- Prepare an administrative Draft ND or MND based on the results of the IS
- Submit electronic copy of administrative Draft ND or MND for City staff review and comment
- Perform one set of revisions based on City staff comments
- Submit Public Review Draft ND or MND to City staff for distribution
- Respond to comments received as a result of public review of the ND. Revise the ND or MND if needed (response to comments and revised ND or MND will constitute the Final ND or MND)
- Submit electronic copy of Final ND or MND to City staff for review and comment
- Perform one set of revisions based on City staff comments
- Provide the City a revised Final ND or MND for distribution

### Deliverables

- CEQA Compliance Documentation:
  - Administrative Draft ND or MND (electronic transmittal)
  - Public Review Draft ND or MND (electronic transmittal)
  - Administrative Final ND or MND (electronic transmittal)
  - Final ND or MND (electronic transmittal)

## Task 9 Public Outreach and Public Hearings

Through our work in other cities, Rincon understands that HCD is placing emphasis on public engagement during the Housing Element Update. In light of the ongoing COVID-19 health crisis, HCD has stated that it is acceptable for much of the public engagement to occur online, although multiple engagement opportunities are anticipated. The Rincon/VTA team has budgeted for participation in one virtual public workshop and assistance with the development of an online survey. It is recommended that the online survey occur early in the process to solicit input regarding community concerns and preferences, and the workshop be scheduled toward the end to solicit input on draft policies. The workshops can be aimed at the community or can be aimed at the Planning Commission and/or City Council (with community participation). The Rincon/VTA team will prepare all materials for the workshops and will serve as workshop facilitators.

We have also budgeted for participation in two public hearings on the project. The Rincon/VTA team anticipates participation in one Planning Commission hearing and one City Council hearing, although this could change dependent upon the City's needs. For the public hearings, we will present the Housing Element and CEQA review findings and recommendations.

### Deliverables

- Materials/presentations for Public Workshops and Hearings (we have assumed \$1,000 for printing costs associated with these materials, which will not be billed in the event of a virtual workshop and public hearings)



## Task 10 HCD Review

HCD review of the Draft Housing Element is mandatory. During the review, we will work to address all HCD comments and will communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element will be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification will be contingent upon adopting the Housing Element as revised and reviewed by HCD and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process again.

Throughout the HCD review process, the Rincon/VTA team will maintain contact with HCD staff via email and phone calls regarding the City's progress, key issues to be addressed, and alternative approaches to compliance. After adoption, the Housing Element must be submitted to HCD for its final review within 90 days.

### Deliverables

- Housing Element
  - Revised HCD Review Draft of the Housing Element Update (electronic delivery)

## Task 11 Project Management

The Rincon/VTA team will organize a kickoff meeting with City staff and we anticipate facilitating bi-weekly project status calls throughout the process. Prior to the kickoff meeting, we will create a detailed project schedule highlighting major milestones, deadlines, deliverables and meetings necessary for achieving Housing Element certification on time (October 2021). Rincon recognizes that maintaining schedule is critical for the Housing Element update; therefore, we will provide monthly updates to City staff on our progress in conjunction with monthly invoices.

### Deliverables

- Initial Project Schedule
- Monthly Updates to Project Schedule



## EXHIBIT “B” SCHEDULE OF SERVICES

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.

The consultant team anticipates an approximate 15-month timeline (August 2020 – October 2021). The schedule below accounts for all tasks described in our work program and accommodates the state’s 90-day review of the adopted Housing Element.

Rincon will execute the Scope of Work (SOW) described herein according to the schedule outlined in the table above. This schedule is subject to change in coordination with city staff, however, given the timeframes associated with required approvals for the Housing Element Update, we do not anticipate major changes to the proposed schedule. For this reason, we have not proposed an Alternative Work Schedule. If the City requires an accelerated schedule for completion of this SOW, Rincon will work with the City to determine deliverable dates that can be met as needed.



## EXHIBIT "C" COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this Exhibit "C".

|                                                                             | Rincon Labor Classification → |                 |            | Principal I      | Supervisor I     | Senior Professional II | Professional II  | GIS/CA/QD Specialist I | Production Specialist | Clerical        | Veronica Tam     |
|-----------------------------------------------------------------------------|-------------------------------|-----------------|------------|------------------|------------------|------------------------|------------------|------------------------|-----------------------|-----------------|------------------|
| Tasks                                                                       | Labor Cost                    | Direct Expense  | Hours      | \$220            | \$195            | \$175                  | \$105            | \$112                  | \$88                  | \$75            | \$160            |
| <b>Task 1: Evaluate the Current Housing Element</b>                         |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
| Assessment Memorandum                                                       | \$4,490                       |                 | 30         | 2                | 4                | 6                      | 12               |                        |                       |                 | 6                |
| Draft Outline                                                               | \$1,000                       |                 | 5          | 1                | 4                |                        |                  |                        |                       |                 |                  |
| Task Subtotal                                                               | \$5,490                       |                 | 35         | 3                | 8                | 6                      | 12               |                        |                       |                 | 6                |
| <b>Task 2: Housing Needs Analysis</b>                                       |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
|                                                                             | \$13,740                      |                 | 102        | 6                | 6                | 10                     | 60               |                        |                       |                 | 20               |
| Task Subtotal                                                               | \$13,740                      |                 | 102        | 6                | 6                | 10                     | 60               |                        |                       |                 | 20               |
| <b>Task 3: Land Use Inventory and Land Use Survey</b>                       |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
| Draft Sites Inventory and Review of Sites for Suitability/Adequacy for RHNA | \$23,712                      |                 | 176        | 8                | 12               | 20                     | 80               | 26                     |                       |                 | 30               |
| Sites Inventory Justification Documentation                                 | \$4,250                       |                 | 28         | 2                | 4                | 4                      | 10               |                        |                       |                 | 8                |
| Task Subtotal                                                               | \$27,962                      |                 | 204        | 10               | 16               | 24                     | 90               | 26                     |                       |                 | 38               |
| <b>Task 4: Evaluation of Housing Constraints</b>                            |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
|                                                                             | \$13,740                      |                 | 102        | 6                | 6                | 10                     | 60               |                        |                       |                 | 20               |
| Task Subtotal                                                               | \$13,740                      |                 | 102        | 6                | 6                | 10                     | 60               |                        |                       |                 | 20               |
| <b>Task 5: Special Housing Needs Analysis</b>                               |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
|                                                                             | \$2,300                       |                 | 17         | 1                | 2                |                        | 10               |                        |                       |                 | 4                |
| Task Subtotal                                                               | \$2,300                       |                 | 17         | 1                | 2                |                        | 10               |                        |                       |                 | 4                |
| <b>Task 6: Preservation of Assisted Units</b>                               |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
|                                                                             | \$3,140                       |                 | 25         | 1                | 2                |                        | 18               |                        |                       |                 | 4                |
| Task Subtotal                                                               | \$3,140                       |                 | 25         | 1                | 2                |                        | 18               |                        |                       |                 | 4                |
| <b>Task 7: Housing Goals, Policies and Implementation Programs</b>          |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
| Task 7.1 Housing Goals, Policies, and Quantified Objectives                 | \$6,040                       |                 | 42         | 2                | 6                | 6                      | 20               |                        |                       |                 | 8                |
| Task 7.2 Housing Element Documents                                          | \$10,240                      |                 | 78         | 4                | 10               | 6                      | 40               | 6                      | 6                     |                 | 6                |
| Task Subtotal                                                               | \$16,280                      |                 | 120        | 6                | 16               | 12                     | 60               | 6                      | 6                     |                 | 14               |
| <b>Task 8: Environmental Review</b>                                         |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
| Admin. Draft ND/MND                                                         | \$6,470                       |                 | 52         | 2                | 4                | 6                      | 40               |                        |                       |                 |                  |
| Public Review Draft ND/MND                                                  | \$3,918                       |                 | 30         | 2                | 4                | 4                      | 14               |                        | 6                     |                 |                  |
| Final ND/MND                                                                | \$4,196                       |                 | 32         | 2                | 4                | 4                      | 20               |                        | 2                     |                 |                  |
| Task Subtotal                                                               | \$14,584                      |                 | 114        | 6                | 12               | 14                     | 74               |                        | 8                     |                 |                  |
| <b>Task 9: Public Outreach and Public Hearings</b>                          |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
| Public Outreach (1 workshop and online engagement)                          | \$4,950                       | \$1,085         | 32         | 6                | 10               |                        | 16               |                        |                       |                 |                  |
| Public Hearings (2)                                                         | \$6,150                       | \$340           | 36         | 8                | 10               |                        | 8                |                        |                       |                 | 10               |
| Task Subtotal                                                               | \$6,150                       | \$1,425         | 36         | 8                | 10               |                        | 8                |                        |                       |                 | 10               |
| <b>Task 10: HCD Review</b>                                                  |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
|                                                                             | \$7,580                       |                 | 40         | 8                | 20               |                        |                  |                        |                       |                 | 12               |
| Task Subtotal                                                               | \$7,580                       |                 | 40         | 8                | 20               |                        |                  |                        |                       |                 | 12               |
| <b>Project Management</b>                                                   |                               |                 |            |                  |                  |                        |                  |                        |                       |                 |                  |
|                                                                             | \$13,760                      | \$170           | 82         | 10               | 40               |                        |                  |                        |                       | 16              | 16               |
| Task Subtotal                                                               | \$13,760                      | \$170           | 82         | 10               | 40               |                        |                  |                        |                       | 16              | 16               |
| <b>SUBTOTAL COST</b>                                                        | <b>\$ 129,676</b>             | <b>\$ 1,595</b> | <b>841</b> | <b>\$ 12,540</b> | <b>\$ 24,960</b> | <b>\$ 13,300</b>       | <b>\$ 40,320</b> | <b>\$ 3,584</b>        | <b>\$ 1,232</b>       | <b>\$ 1,200</b> | <b>\$ 21,440</b> |

**Direct Cost Detail**

|                                       |                 |
|---------------------------------------|-----------------|
| Vehicle Costs                         | \$ 595          |
| Printing Costs (3 workshops/hearings) | \$ 1,000        |
| Administrative Costs                  | \$ 3,216        |
| <b>Subtotal Additional Costs:</b>     | <b>\$ 4,811</b> |

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

**Summary**

|                             |                   |
|-----------------------------|-------------------|
| Professional Fees Subtotal  | \$129,676         |
| Direct Costs Subtotal       | \$4,811           |
| <b>TOTAL PROJECT BUDGET</b> | <b>\$ 134,487</b> |

|                                                    |                   |         |    |    |    |    |    |   |  |  |  |
|----------------------------------------------------|-------------------|---------|----|----|----|----|----|---|--|--|--|
| <b>OPTIONAL TASK: Additional Public Engagement</b> |                   |         |    |    |    |    |    |   |  |  |  |
| Public Outreach (2 workshops)                      | \$10,586          | \$1,750 | 70 | 12 | 20 |    | 30 | 8 |  |  |  |
| Spanish Translation Services (2 workshops)         | \$4,900           |         | 28 |    |    | 28 |    |   |  |  |  |
|                                                    | \$15,486          | \$1,750 | 98 | 12 | 20 | 28 | 30 | 8 |  |  |  |
| <b>TOTAL COST (PROJECT + OPTIONAL TASK)</b>        | <b>\$ 151,723</b> |         |    |    |    |    |    |   |  |  |  |

| Professional, Technical and Support Personnel* | Hourly Rate |
|------------------------------------------------|-------------|
| Principal II                                   | \$240       |
| Director II                                    | \$240       |
| Principal I                                    | \$220       |
| Director I                                     | \$220       |
| Senior Supervisor II                           | \$205       |
| Supervisor I                                   | \$195       |
| Senior Professional II                         | \$175       |
| Senior Professional I                          | \$160       |
| Professional IV                                | \$145       |
| Professional III                               | \$130       |
| Professional II                                | \$115       |
| Professional I                                 | \$105       |
| Associate III                                  | \$95        |
| Associate II                                   | \$90        |
| Associate I                                    | \$82        |
| Project Assistant                              | \$75        |
| Senior GIS Specialist                          | \$140       |
| GIS/CADD Specialist II                         | \$125       |
| GIS/CADD Specialist I                          | \$112       |
| Technical Editor                               | \$112       |
| Production Specialist                          | \$88        |
| Clerical                                       | \$75        |

\*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

### Reimbursable Expenses

| Direct Cost                        | Rates                                         |
|------------------------------------|-----------------------------------------------|
| Photocopies – Black and White      | \$0.20 (single-sided) & \$0.36 (double-sided) |
| Photocopies – Color                | \$1.50 (single-sided) & \$3.20 (double-sided) |
| Photocopies – 11 x 17              | \$0.50 (B&W) & \$3.20 (color)                 |
| Oversized Maps                     | \$8.00/square foot                            |
| Digital Production                 | \$15/disc and \$20/flash drive                |
| Light-Duty and Passenger Vehicles* | \$85/day                                      |
| 4WD and Off-Road Vehicles*         | \$135/day                                     |

\* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

**Payment Terms** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 10 days from receipt.

Due to COVID19 Rincon continues to offer 2019 rates, with no annual escalation for 2020. This represents ~4% discount.