

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Rincon Consultants, Inc., a California "S" Corporation, whose address of record is 4825 J Street, Suite 200, Sacramento, CA 95819, (hereinafter referred to as "Contractor").

WHEREAS, City is undertaking a project to produce a Multijurisdictional Housing Element that the State of California Department of Housing and Community Development finds in substantial compliance with the law; and,

WHEREAS, Contractor represents that it possesses the professional skills to provide planning and environmental review services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Contractor shall furnish the following services: Contractor shall provide the planning related services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Development Services or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Contractor may change the requirements in said Schedule.

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on December 31, 2025.

4. **COMPENSATION.** Payment by the City to the Contractor for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Contractor agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of \$109,909.

5. **METHOD OF PAYMENT.** Compensation to Contractor shall be paid by the City after submission by Contractor of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONTRACTOR'S BOOKS AND RECORDS.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

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

9. INDEMNITY. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement; Contractor shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Contractor.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Contractor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of

similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 5/8/2024
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONTRACTOR

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS:

TELEPHONE: _____

FAX: _____

E-MAIL:

SCOPE OF SERVICES

Rincon is currently scoped to provide CEQA analysis for Merced's Housing Element but not scoped to include CEQA analysis considering any proposed rezoning. Rincon proposes the following supplement to the original scope and budget included as part of the MJHEU contract. In summary, we propose to complete a CEQA Addendum to the City's existing General Plan EIR that would include impact analysis related to the Housing Element and any proposed rezoning and Land Use Element updates associated with Housing Element implementation. This proposal includes additional costs to accommodate analysis of the zoning text and map amendments and Land Use Element text and map amendments.

CEQA Guidelines include criteria for determining the appropriate additional environmental documentation to be completed when a project has a previously certified Environmental Impact Report (EIR). CEQA Guidelines state that an Addendum to a previously certified EIR is the appropriate CEQA documentation if the project would not result in new or substantially greater environmental impacts or require new mitigation beyond that analyzed in the previously certified EIR. Per CEQA Guidelines Section 15164, an addendum may be prepared if some changes or additions are necessary, but none of the conditions have occurred that would trigger a subsequent or supplemental document (CEQA Guidelines Sections 15162 and 15163). This is the most efficient approach because Merced's existing General Plan EIR projected growth incorporates the anticipated growth and changes related to the rezone program. It is not anticipated that the rezone program would result in a substantial increase in environmental impacts or create new impacts not previously identified as part of the General Plan EIR. Thus, Rincon will prepare a CEQA Addendum document.

The Addendum will, to the extent possible, rely on existing environmental documentation and technical studies prepared for the project area, including the General Plan Final EIR, and the technical studies completed for that project. This work program outlines the steps that would be needed to adhere to state environmental documentation requirements.

Preparation of the Addendum will include the following tasks:

Project Description

As part of this task, we will gather any additional materials available for the proposed Housing Element update and rezoning program, including relevant planning documents, any technical analyses prepared by the City, and recent environmental documentation prepared for projects in or near the project area. Rincon will then prepare a detailed project description, including tabular and graphic information, for the City and project team review. This review is critical since it forms the basis for environmental evaluation under CEQA. The project description will provide a detailed summary of the proposed rezone program. The project description will be based on additional information provided by the City and project team. Textual, tabular, and graphic presentations will be used as necessary to facilitate a thorough understanding of the proposed project. Tables and graphics will be prepared to illustrate clearly the changes proposed by the rezoning program. The project description will include:

- A thorough explanation of proposed changes resulting from the rezoning program
- A discussion of planned development characteristics at buildout
- Features that have been incorporated into the project to minimize potential environmental or land use conflicts, if any
- Tables illustrating project characteristics and the degree of change from existing conditions and currently adopted Zoning Code and land use designations
- Supporting graphics, as necessary

We will provide the City with an electronic version of the draft project description for review. We will prepare the Administrative Draft Addendum upon the City's approval of the draft project description.

Exhibit A

Administrative Draft Addendum

This task includes all steps necessary to complete an Administrative Draft Addendum for the proposed Housing Element and rezoning program. The Addendum would contain all sections required pursuant to CEQA. In accordance with CEQA Guidelines Section 15164, the Addendum will include only the information necessary to make the previous EIR adequately apply to the project in the changed situation. As explained in CEQA Guidelines Section 15151:

An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.

To the extent possible, Rincon will incorporate information from existing environmental and planning documents that apply to the project area and project. Rincon will submit electronic copies of the Administrative Draft Addendum (in Microsoft Word and Adobe Acrobat) and associated appendices to the City and project team for review and comment. This task includes one round of review and revisions.

Final Addendum

Upon receiving one consolidated set of City comments on the Administrative Draft Addendum, we will prepare a Final Addendum for certification. We will provide one electronic version (in Adobe Acrobat) to distribute along with the final rezone program. At this time, the full administrative CEQA record will be sent to the City.

There are no public notification or review requirements for an addendum. The City will present the Addendum along with the Housing Element and rezoning program to the City Council for approval at the same time. Once the Addendum is certified, Rincon will file the Notice of Determination with the County Clerk's office and the State Clearinghouse if desired. We assume the City will have its receipt from filing the California Department of Fish & Wildlife (CDFW) fees when the General Plan EIR was certified. Otherwise, additional CDFW fees could be required.

Consultation Support and Revisions

If necessary, we will assist the City to conduct government-to-government tribal consultation in accordance with Assembly Bill 52 of 2014 (AB 52) and Senate Bill 18 of 2004 (SB 18). We can assist in preparing the AB 52- and SB 18-specific letters to be placed on City letterhead, preparing and submitting a Native American Heritage Commission Sacred Lands File SB 18 request, and preparing a tracking sheet and instructions to be provided to the City. The instructions will include details regarding the schedule and timelines associated with AB 52 and SB 18 to ensure timely consultation. This task assumes 12 hours of Principal time to coordinate with interested tribes on behalf of the City. This task also includes revisions to various sections of the Addendum documents as necessary based on City feedback in preparation for public hearings.

Assumptions

- All documents will be delivered digitally.

Deliverables

- Administrative Draft Project Description
- Administrative Draft Addendum
- Final Addendum, addressing one set of consolidated, non-conflicting comments from City staff
- Updated Notice of Determination form

Exhibit A

- Support, if necessary, on AB 52 or SB 18 consultation

Task 2 Planning Support for Rezoning

Task 2.1 Zoning and Land Use Map Amendments

Rincon will prepare a table showing the parcels that will require General Plan Land Use Map and Zoning Map amendments including their existing and proposed General Plan Land Use and zoning designations. City staff will prepare the updated General Plan Land Use Map and Zoning Map based on changes detailed in the table.

Assumptions

- Before work on this task commences, the site inventory will be complete and no additional changes will be required to satisfy Council direction, public input, or HCD comments.
- All documents will be delivered digitally.

Deliverables

- Draft and final table of land use and zoning changes

Task 2.2 Staff Report and Hearing Materials

Rincon will prepare staff reports and other Planning Commission and City Council hearing materials. Staff reports will be structured to address the specific considerations of the City of Merced, ensuring clarity and facilitating informed discussions and decisions by the Planning Commission and City Council. Rincon will create presentation materials to support the staff reports, including slideshows, diagrams, and maps, to convey key information and analysis visually. These materials will enhance understanding and engagement during the hearings, clearly representing the data and proposals under consideration. Prior to the hearings, Rincon will coordinate with City staff to review the prepared materials, ensuring alignment with the City's objectives and compliance with procedural requirements. This step will include a pre-hearing briefing if necessary, to discuss the materials and strategize on the presentation approach. Rincon will be available to make any necessary revisions to the materials based on feedback from City staff or new information that may emerge. We are committed to ensuring that the materials remain current and fully reflective of the topics to be discussed at the hearings.

Assumptions

- City staff will handle any necessary notifications to property owners.
- City staff will provide all staff report material templates to Rincon.
- All documents will be delivered digitally.

Deliverables

- Draft and final staff report, resolution, and ordinance

Task 2.3 Public Hearing Attendance

Rincon will attend public hearings before the Planning Commission and the City Council. Rincon will present the staff report.

Assumptions

- One Rincon staff member will attend each hearing in person.
- All documents will be delivered digitally.

Deliverables

- Meeting attendance and presentation

Task 3 Additional HCD Reviews

Following the initial review, we will work to address all HCD-issued comments, communicate with HCD, and facilitate review of the revisions via revised pages in the Housing Element. All revisions 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. Although in past Housing Element cycles, this process was completed with one round of review, our recent experience has shown that HCD will review the document multiple times before issuing a Finding of Substantial Compliance. Unfortunately, timing constraints imposed by new State legislation do not allow for multiple reviews before the December 31, 2023, deadline. We have budgeted for two additional rounds of HCD review.

Throughout HCD's review of the Draft Housing Element, Rincon will maintain contact with HCD staff via email and phone calls regarding progress, key issues to be addressed, and alternative approaches to compliance. Rincon has scoped for four, two-hour meetings to be held virtually, with HCD to discuss the site inventory and Draft Housing Element. After adoption, the Housing Element must be submitted to HCD for its final review within 90 days.

Deliverables

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

Task 4 Site Inventory and Associated Housing Element Revisions

Task 4.1 Site Inventory

Upon request, Rincon will work with City staff to identify parcels that are appropriate for development and meet HCD's criteria for lower-income sites. The City has expressed a desire to use larger areas and incorporate an annexation strategy into its site inventory; therefore, revisions to the current inventory may be pursued under Task 3.

Assumptions

- This task assumes 20 hours of Rincon staff time to evaluate candidate sites, calculate capacity of sites, and complete HCD inventory worksheet.
- City staff will provide candidate sites for Rincon staff evaluation.
- Rincon will attend two one-hour working sessions with City staff to review and discuss potential new sites.

Deliverables

- Revised Site Inventory Spreadsheet

Task 4.2 Revise Housing Resources Analysis

Rincon will update the Housing Resources section of Merced's Housing Element with data and parcel information from the updated Site Inventory.

Deliverables

- Revised Housing Resources Analysis, Draft (electronic delivery)
- Revised Housing Resources Analysis, Final (electronic delivery)

Exhibit A

Task 4.3 Affirmatively Furthering Fair Housing (AFFH) Analysis

The AFFH analysis includes discussions on the Site Inventory and its relationship to fair housing conditions in the city. Rincon will update the fair housing analysis to reflect the updated Site Inventory.

Deliverables

- Revised AFFH Analysis, Draft (electronic delivery)
- Revised AFFH Analysis, Final (electronic delivery)

Task 4.4 Housing Plan

Rincon will revise the City's draft Housing Plan to respond to the updated Site Inventory and revisions to the Resources and AFFH analyses.

Deliverables

- Revised Housing Plan, Draft (electronic delivery)
- Revised Housing Plan, Final (electronic delivery)

Task 4 Project Management

This task will involve one kickoff meeting and regular coordination with City staff, internal coordination with Rincon staff, and project administration and invoicing for the duration of the project. This is outside of project management and administrative time included in the Multi-Jurisdictional Housing Element contract.

Assumptions

- All documents will be delivered digitally.

Deliverables

- Kickoff meeting agenda, notes, and attendance at virtual meetings
Bi-weekly 30-minute virtual check-in meetings with City staff, including agendas and notes

TIME OF PERFORMANCE

Tasks to be completed as quickly as possible considering that the City's Housing Element is currently out of compliance.

Rezoning should be completed as close to the end of January 2025 as possible.

Additional HCD Reviews will be dependent upon HCD's request for further edits to the Housing Element as submitted.

The City expects that the work on this scope will continue until the Housing Element has been found in substantial compliance by HCD and the City Council of the City of Merced adopts the HE.

FEE SCHEDULE

Table 1 Cost Summary

Task		Estimated Cost
Task 1	CEQA Analysis (additional funds to cover zoning text and map amendments)	\$5,000
Task 2	Planning Support for Rezoning (Optional/If Requested)	
Task 2.3	Zoning and Land Use Map Amendments	\$3,322
Task 2.4	Staff Report and Hearing Materials	\$9,726
Task 2.5	Public Hearing Attendance	\$14,598
Task 3	Additional HCD Reviews (If Necessary/Required)	
Task 3.1	First Additional HCD Review	\$23,008
Task 3.2	Second Additional HCD Review	\$22,394
Task 4	Project Management	\$11,515
Optional Task A	Site Inventory and Associated Housing Element Revisions	
Task A.1	Site Inventory	\$6,394
Task A.2	Revise Housing Resources Analysis	\$3,234
Task A.3	AFFH Analysis	\$7,008
Task A.4	Housing Plan	\$3,710
Total		\$109,909