

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND RAIMI + ASSOCIATES INC.**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **RAIMI + ASSOCIATES INC.** ("Consultant") this _____ day of _____, 20____. The City and Consultant agree as follows:

RECITALS

WHEREAS, on September 26, 2023, the City of Watsonville accepted a Regional Early Action Planning (REAP) 2.0 Grant from the Association of Monterey Bay Area Governments (AMBAG) for the implementation of goals, policies, and programs in the City's 6th Cycle Housing Element and appropriated \$180,000 to the Special Grants Fund (0260); and

WHEREAS, in 2024, the grant amount was subsequently reduced by approximately six percent due to state budget shortfalls to \$169,380; and

WHEREAS, on November 12, 2024, the City Council approved Resolution No. 228-24 (CM) awarding a contract to Raimi + Associates, Inc. for consultant services for 6th Cycle Housing Element implementation in an amount not to exceed \$169,380 and authorizing and directing the City Manager to execute same, and authorizing a budget appropriation of \$169,380 from the Special Grants Fund; and

WHEREAS, on December 30, 2024, City and Consultant executed a Consultant Services Contract No. 3270, attached hereto as Exhibit A; and

WHEREAS, the term of the original contract ends on June 30, 2025;

WHEREAS, the time needed to complete the approved scope of work will extend past the end of the term identified in the original contract; and

WHEREAS, City staff requested an amendment to the end of term of the contract to December 31, 2025; and

WHEREAS, the First Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 2 is hereby amended to add the following:

Section 2. TERM OF CONTRACT.

The term of this contract shall be from November 1, 2024, to December 31, 2025~~June 30, 2025~~, inclusive.

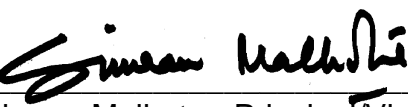
All other terms and conditions of the Contract dated December 30, 2024, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

RAIMI + ASSOCIATES

BY _____
Tamara Vides, City Manager

BY  _____
Simran Malhotra, Principal/Vice-
President, Raimi + Associates

ATTEST:

BY _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY _____
Samantha W. Zutler, City Attorney

EXHIBIT "A"

FIRST AMENDMENT TO TERM OF CONTRACT

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND RAIMI
+ ASSOCIATES INC.**

THIS CONTRACT, is made and entered into this _____,
by and between the **City of Watsonville**, a municipal corporation, hereinafter called
"City," and **Raimi + Associates, Inc.**, a California Corporation, hereinafter called
"Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or
specialized services of an independent contractor to assist the City in the most
economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and
experience to render such services called for under this Contract to City.

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THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT.

The term of this Contract shall be from November 1, 2024, to December 31, 2025~~June 30, 2025~~, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE." However, the Parties acknowledge, understand and agree that while timely completion of any task is of critical importance to City, Consultant's services shall be performed as expeditiously as is consistent applying professional skill, judgment and care and taking into account an orderly progress of the Project that is within Consultant's control.

SECTION 4. COMPENSATION.

The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT.

It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant represents to City that the Services will be performed consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision. Consultant makes no warranties, guarantees, express or implied,

under this Agreement or otherwise in connection with Consultant's services. By delivering the completed work, Consultant and its subconsultants represent that their work conforms to the requirements of this Agreement; endeavors to conform to all applicable (federal, state, county, local) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

SECTION 7. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees (Indemnified Parties), against any loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned (if any), hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW.

City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.

This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES.

The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER.

Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS.

Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its

authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Raimi + Associates
1900 Addison Street, Suite 200
Berkeley, CA 94704
(510) 666-1010

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CITY OF WATSONVILLE

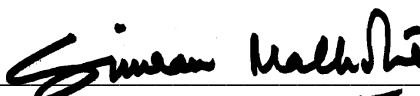
BY

Tamara Vides, City Manager

CONSULTANT

RAIMI + ASSOCIATES

BY



Simran Malhotra, Principal/Vice-
President, Raimi + Associates

ATTEST:

BY

Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

BY

Samantha Zutler, City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Task 1: Project Initiation & Management

Task 1.1 - Project Kick-Off Meeting

The R+A team will attend a virtual kick-off meeting with City staff to establish a mutual understanding of the key issues, discuss expectations, and lay out project milestones, meeting times, and deliverables. At this meeting we will confirm the goals and assumptions for the project and refine the scope of work.

Task 1.2 – Biweekly Conference Calls (up to 14)

R+A will hold virtual biweekly conference calls with the City’s Project Manager and other identified Planning staff to discuss project coordination and content topics, approximately one (1) hour each. Additional meetings may be scheduled on an as needed basis to address more timely issues. R+A’s project manager or a designated representative will be on each call. R+A will maintain an online document outlining agendas and meeting notes.

Task 1.3 - Project Coordination

This task includes time for general project management such as meeting coordination, monthly invoicing, and contracts.

Task 1 Deliverables

- *One (1) kick-off meeting with staff – Meeting agenda and summary action notes*
- *Biweekly conference calls between designated City staff and Consultant Team (R+A: up to 14 meetings – Meeting agenda and summary action notes)*
- *Regular progress reports included w/ monthly invoice*

Task 2: Background Research

Task 2.1 – Data Gathering and Issues Matrix

Data Gathering

City staff will provide R+A with all existing documents, regulations and permit procedures that would be useful during the evaluation phase. R+A will conduct a review and analyze existing policy documents, staff reports, previous studies, and relevant sections of the Housing Element, Zoning ordinance, and Downtown Watsonville Specific Plan pertaining to the following topics to be addressed in this project:

- Density Bonus (WMC Chapter 14-47)
- Transitional Housing (WMC Chapter 14-16 District Regulations)
- ADUs and JADUs (WMC Chapter 14-23)
- Definition of Family (WMC Chapter 14-18 Definitions)
- Reasonable Accommodations Procedures
- Agricultural and Employee Housing Requirements

- Downtown Watsonville Specific Plan (DWSP) land use mix for mixed-use projects
- DWSP heights

R+A will also review any available plans for ADU/JADU projects currently under review or recently approved to study how regulations are currently being interpreted and applied during the permit review process.

Zoning Topics Matrix

R+A will consolidate the analysis into a matrix of zoning topics and recommendations for each of the eight topic areas above, and will include:

- Summary of zoning topic
- Description of the City's current requirements
- Summary of relevant minimum State requirements
- Identification of recommendations and/or options for how to address or exceed minimum State requirements

Suggested recommendations will consider and incorporate the staff direction as presented in the RFP. This matrix will be a common baseline that allows all participants to have the same understanding of the project information.

Task 2.2 – Staff Working Session #1

R+A will review the Zoning Topics Matrix during a virtual working session with City staff to review and solicit comments. Based on feedback at the staff working session, R+A will refine the matrix.

Task 2 Deliverables and Meetings

- *Zoning Topics Matrix (Draft and Final)*
- *Staff Working Session #1*

Task 3: Draft Zoning Amendments

Task 3.1 – Administrative Draft: Zoning and DWSP Amendments

R+A will produce an Administrative Draft of the zoning and DWSP amendments based on the direction received in Task 2. The Administrative Draft will present a clear document of redline edits to the existing Zoning Code. This first draft will be a complete draft and include all required components of each Zoning Code modification, reasonable accommodations information sheet, and changes to the DWSP.

Task 3.2 – Staff Working Session #2

The City will review and provide one consolidated set of actionable comments to R+A on the Administrative Draft. R+A will review and discuss the comments at a virtual staff working session.

Task 3.3 – Screencheck Review Draft: Zoning and DWSP Amendments

R+A will make all necessary updates to the Administrative Draft Zoning and DWSP Amendments based on the feedback received in Task 3.2 to prepare the Screencheck

Review Draft.

Task 3.4 – PC and/or CC Study Session(s) – to be authorized separately

R+A can present at a Planning Commission and/or City Council Study Session to provide an update and receive feedback if the DWSP height assessment determines that an increase in building heights is required. R+A would prepare the staff report, exhibits and PowerPoint presentation.

Task 3 Deliverables and Meeting

- Administrative Draft: Zoning and DWSP Amendments
- Screencheck Review Draft: Zoning and DWSP Amendments
- Staff Working Session #2

Task 4: Environmental Review

As discussed in the approach section of this proposal, an EIR Addendum would be the appropriate level of supplemental CEQA review for the project.

Task 4.1 – EIR Addendum

The EIR Addendum will evaluate whether the amendments to the Specific Plan would have different environmental impacts or a different degree of impact than those identified in the certified EIR, specifically as they relate to significant impacts. Often, CEQA addenda are arranged in a modified Initial Study checklist format based on CEQA Guidelines Appendix G that is tailored to the requirements of State CEQA Guidelines Section 15162. However, because no changes are proposed to buildout assumptions included in the adopted Specific Plan and certified EIR, it is unnecessary to provide an individual or separate discussion of each checklist item in Appendix G of the State CEQA Guidelines. Instead of a checklist format, the Addendum will provide a narrative discussion of the environmental topic areas most affected by building heights, which include aesthetics and historic resources.

The potential impacts to aesthetics and historic resources will focus on how taller buildings might result in new or more severe significant impacts than were previously identified in the certified EIR. The analysis will be qualitative and not include the preparation of visual simulations or historic evaluations. All other environmental topics in Appendix G of the State CEQA Guidelines will be discussed collectively in a brief narrative that explains how these environmental topics are either not present downtown or would be generally unaffected by increased building height. The Addendum will conclude with a brief summary of how the proposed amendments to the Specific Plan would not result in conditions described in State CEQA Guidelines Section 15162 requiring preparation of a Subsequent EIR.

The Draft EIR Addendum will be in the format of a stand-alone memorandum report. Rincon will submit an electronic copy of the Draft EIR Addendum in Microsoft Word format for Raimi and City review and comment.

Rincon will address City comments on the Draft EIR Addendum and prepare the Final EIR Addendum in PDF format. Rincon assumes that consistent with the CEQA

Guidelines, the Addendum will not be specifically and separately circulated for public comment. Rincon will also prepare the Notice of Determination (NOD) and file it with the County Clerk. It is assumed that payment of CDFW fees will not be needed if payment for filing the NOD for the certified EIR can be demonstrated.

Task 4.2 - Management

This task will include management of the internal CEQA team and schedule, preparing monthly invoices and status reports, and coordination calls during preparation of the Addendum.

Task 4 Deliverables and Meetings

- *Draft EIR Addendum*
- *Final EIR Addendum*
- *Notice of Determination*

Task 5: Adoption

Task 5.1 – Adoption Draft: Zoning and DWSP Amendments

R+A will review the consolidated feedback from City staff on any minor comments to address typos or clarifications on the Screencheck Review Draft and make all necessary updates to prepare the Adoption Draft Zoning and DWSP Amendments.

Task 5.2 – Planning Commission Hearing

The R+A team will prepare for, present, and solicit comments on the Adoption Draft at one Planning Commission hearing. R+A will prepare the staff report, resolution, and ordinances for the zoning code and DWSP Amendments. The City will provide templates for these deliverables. In-person attendance is assumed for the hearing.

Task 5.3 – City Council Adoption Hearing

The R+A team will prepare for, present, and solicit comments on the Adoption Draft at one City Council adoption hearing. R+A will prepare the staff report, resolution, and ordinances. A staff report for the 2nd Reading of the Ordinance will also be provided. The City will provide templates for these deliverables. Any comments from the Planning Commission will be included in the staff report. In-person attendance is assumed for the hearing.

Task 5.4 – Final: Zoning and DWSP Amendments

R+A will address the comments from decisionmakers and make all necessary revisions to prepare the Final Zoning and DWSP Amendments. This task will also include implementing the amendments to the DWSP document text and figures, as needed.

Task 5.5 – User-friendly ADU handout

Once the code amendments are adopted, R+A will prepare a user-friendly handout to provide information on the new requirements and processes for ADUs/JADUs. The handout will be bilingual (English and Spanish) and provide a visual dictionary of ADU/JADU types, a summary table of development standards, and clear step-by-step instructions of the review process.

Task 5 Deliverables and Meetings

- Adoption Draft: Zoning and DWSP Amendments
- Staff reports, Resolution and Ordinances
- PC and CC adoption hearings (1 each)
- Final: Zoning and DWSP Amendments
- Revised DWSP document
- ADU Handout

Assumptions for City Staff

We believe that the best plans are developed as a partnership between City staff and the consultant team. While the Raimi + Associates team will do the bulk of the work on the project, we expect that City staff will serve as partners in the project every step of the way. The following is a preliminary list of the primary responsibilities of City staff:

1. The City will provide correct and up-to-date information; the consultant team is not responsible for out-of-date or inaccurate information.
2. The City will provide the following documents, maps and studies:
 - a. Available plans for ADU/JADU projects currently under review or recently approved
 - b. Housing Element
 - c. Watsonville Downtown Specific Plan and EIR
 - d. Height maps for the Downtown Specific Plan
 - e. Relevant sections of the Zoning Code in Word format (per task 2.1 topics)
 - f. Any policy or procedural documents pertaining to the topic areas identified in task 2.1
3. All tasks are budgeted with an allowance for a certain number of hours which assumes a level of effort that is consistent with industry best practices and standards.
4. City review time for all project deliverables will be two weeks. All comments will be provided as a single set of non-conflicting and actionable comments that provide clear direction for the consultant team. Edits may also be provided electronically in Word as tracked change edits.
5. City staff will serve as partners to the consultant team in the update process and will be responsible for, at minimum, the following activities:
 - a. Logistics of all meetings.
 - b. Timely response to consultant team questions.
 - c. Timely review of documents and materials prepared by the consultant team.
 - d. Preparing required notifications for public meetings and hearings.
 - e. Coordinating with City staff in other departments throughout the project, including setting internal meetings.
 - f. All project documents will be delivered in electronic format, both Word and PDF formats. City staff will be responsible for printing documents.
 - g. Other printing and mailing costs associated with the project are not specifically identified in the scope of work.
 - h. Other tasks as identified during the process.

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the schedule below. Schedule may be administratively amended as mutually agreed in writing between the signatories to this agreement.

7-Month Schedule	Nov-24			Dec-24				Jan-25				Feb-25				Mar-25				Apr-25				May-25				Jun-25					
	11/11/2024	11/18/2024	11/25/2024	12/2/2024	12/9/2024	12/16/2024	12/23/2024	12/30/2024	1/6/2025	1/13/2025	1/20/2025	1/27/2025	2/3/2025	2/10/2025	2/17/2025	2/24/2025	3/3/2025	3/10/2025	3/17/2025	3/24/2025	3/31/2025	4/7/2025	4/14/2025	4/21/2025	4/28/2025	5/5/2025	5/12/2025	5/19/2025	5/26/2025	6/2/2025	6/9/2025	6/16/2025	6/23/2025
Task 1: Project Initiation & Management																																	
1.1 Project Kick-Off Meeting																																	
1.2 Biweekly Conference Calls (14)																																	
1.3 Project Coordination																																	
Task 2: Background Research																																	
2.1 Data Gathering and Issues Matrix																																	
2.2 Staff Working Session #1																																	
Task 3: Draft Zoning Amendments																																	
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5.3 City Council Adoption Hearing																																	
5.4 Final Zoning and DWSP Amendments																																	
5.5 User-friendly ADU handout																																	
	Project Work							Deliverable								Meeting(s)								Ongoing									

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed one hundred and sixty-nine thousand dollars (\$169,380). The project budget (\$169,380) is provided below and is itemized by each task and subtask.
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

Tasks		Prime							Subconsultant						ODCs		Total
		RAIMI + ASSOCIATES							RINCON CONSULTING								
Task #	Task Description	Principal / Project Manager	Deputy Project Manager	Zoning Code Expert	Senior Planner I	Intermediate Planner	Total Hours	Labor Costs	Principal	Supervisor Planner I	Planner III	GIS/CADD Specialist II	Total Hours	Labor Costs	Other Direct Costs (See Notes)	Total Fee	
		Malhotra	Cavalli	Lundin					Jones	Dix							
		\$285	\$250	\$225	\$180	\$160	\$307	\$272	\$196	\$167							
	Task 1: Project Initiation & Management																
1.1	Project Kick-Off Meeting (Virtual)	2	6	2			10	\$ 2,520					0	\$ -	\$ 76	\$ 2,596	
1.2	Biweekly Conference Calls (14)	14	20	14			48	\$ 12,140					0	\$ -	\$ 364	\$ 12,504	
1.3	Project Coordination	4	8				12	\$ 3,140					0	\$ -	\$ 94	\$ 3,234	
	Subtotal Task 1	20	34	16	0	0	70	\$ 17,800	0	0	0	0	0	\$ -	\$ 534	\$ 18,334	
	Task 2: Background Research																
2.1	Data Gathering and Issues Matrix	4	16	24	8		52	\$ 11,980					0	\$ -	\$ 359	\$ 12,339	
2.2	Staff Working Session #1	3	4	4			11	\$ 2,755					0	\$ -	\$ 83	\$ 2,838	
	Subtotal Task 2	7	20	28	8	0	63	\$ 14,735	0	0	0	0	0	\$ -	\$ 442	\$ 15,177	
	Task 3: Draft Zoning Amendments																
3.1	Administrative Draft: Zoning and DWSP Amendments	8	8	40	16	16	88	\$ 18,720					0	\$ -	\$ 562	\$ 19,282	
3.2	Staff Working Session #2	3	4	4			11	\$ 2,755					0	\$ -	\$ 83	\$ 2,838	
3.3	Screencheck Review Draft: Zoning and DWSP Amendments	4	8	20	8	8	48	\$ 10,360					0	\$ -	\$ 311	\$ 10,671	
3.4	PC and/or CC Study Session(s) – to be authorized separately	12	12	4			28	\$ 7,320					0	\$ -	\$ 220	\$ 7,540	
	Subtotal Task 3	27	32	68	24	24	175	\$ 39,155	0	0	0	0	0	\$ -	\$ 1,175	\$ 40,330	
	Task 4: Environmental Review																
4.1	EIR Addendum (Draft & Final)	6	4				10	\$ 2,710	4	20	60	4	88	\$ 19,096	\$ 1,418	\$ 23,224	
4.2	Management						0	\$ -	2	4	2	4	12	\$ 2,762	\$ 193	\$ 2,955	
	Subtotal Task 4	6	4	0	0	0	10	\$ 2,710	6	24	62	8	100	\$ 21,858	\$ 1,611	\$ 26,179	
	Task 5: Public Review of Recommendations																
5.1	Adoption Draft: Zoning and DWSP Amendments	2	4	12	12	12	42	\$ 8,350					0	\$ -	\$ 251	\$ 8,601	
5.2	Planning Commission Hearing (includes preparing staff report, resolution and ordinances)	12	20	8			40	\$ 10,220					0	\$ -	\$ 307	\$ 10,527	
5.3	City Council Adoption Hearing (includes preparing staff report, resolution and ordinances)	12	20	8			40	\$ 10,220					0	\$ -	\$ 307	\$ 10,527	
5.4	Final: Zoning and DWSP Amendments	2	2	8	3	4	19	\$ 4,050					0	\$ -	\$ 122	\$ 4,172	
5.5	User-friendly ADU handout	2	12		12	24	50	\$ 9,570					0	\$ -	\$ 287	\$ 9,857	
	Subtotal Task 5	30	58	36	27	40	191	\$ 42,410	0	0	0	0	0	\$ -	\$ 1,272	\$ 43,682	
	Budget Total	90	148	148	59	64	509	\$116,810	6	24	62	8	100	\$ 21,858	\$ 5,034	\$ 143,702	
	Travel Costs (allowance)														\$ 500		\$ 3,500
	TOTAL BY FIRM														\$ 22,358	\$ 5,034	\$ 147,202
	CONTINGENCY																\$ 22,178
	GRAND TOTAL																\$ 169,380
Other Direct Costs (ODCs) included in totals above:																	
Direct costs for sub-consultant management fee (7% of Sub Consultant Fee)																	\$ 1,530
Direct costs in reimbursable expenses for office expenses (3%)																	\$ 3,504
Travel Costs (allowance)																	\$ 3,500