

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made effective as of _____, 2022 (Effective Date), by and between Mintier Harnish, LP, a California limited partnership (Consultant), and the City of Lompoc, a municipal corporation (City). Consultant and City are referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, City is in need of consultant services related to preparation of its 6th Cycle 2023-2031 Housing Element and technical updates to several General Plan elements (Consultant Services); and

WHEREAS, Consultant engages in the business of providing Consultant Services; and

WHEREAS, City seeks the services of Consultant to assist with Consultant Services; and

WHEREAS, following submission of a proposal or bid for the performance of the Consultant Services defined and described particularly in Section 4.2 of this Agreement, Consultant was selected by City to perform those services; and

WHEREAS, Consultant and City desire to enter into this Agreement to memorialize their agreements regarding the Consultant Services to be provided to City.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and City agree as follows:

**ARTICLE 1
ENGAGEMENT**

1.1. Engagement: City hereby engages Consultant to provide the Consultant Services described herein, and Consultant hereby accepts such engagement, all on the terms and conditions set forth herein. Consultant will determine the method, detail and means of performing the services detailed below.

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES**

2.1. Representations and Warranties of Consultant: Consultant hereby represents and warrants to City, at all times during the term of this Agreement, that Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of City: City hereby represents and warrants to Consultant, at all times during the term of this Agreement, that City is organized and established pursuant to the laws and ordinances of the State of California.

**ARTICLE 3
CONSULTANT STATUS AND QUALIFICATIONS**

3.1. Independent Consultant: Consultant's services are being provided to the City as that of an independent contractor. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

3.2. Payment of Income Taxes: Consultant is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to Consultant for services satisfactorily rendered under this Agreement. On request, Consultant will provide City with proof of timely payment. Consultant agrees to indemnify, defend and hold harmless City for any and all claims, costs, losses, fees, penalties, interest, or damages, including court costs and reasonable attorney's fees, resulting from Consultant's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Consultant may, at Consultant's own expense, use any employees or subcontractors as Consultant deems necessary to satisfactorily perform the services required of Consultant by this Agreement. City may not control, direct, or supervise Consultant's employees or subcontractors in the performance of those services.

3.4. Qualifications: Consultant represents it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of City.

3.5. No Benefit Contributions: City shall have no obligation under this Agreement to compensate or pay applicable taxes for or provide employee benefits of any kind to any person employed or retained by Consultant.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF CONSULTANT**

4.1. Minimum Amount of Service: Consultant agrees to devote as much time and attention to the performance of the Consultant Services under this Agreement as may be, in Consultant's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Consultant is responsible under this Agreement.

4.2. Consultant Scope of Services: Consultant agrees to provide Consultant Services in accordance with Exhibit A, attached hereto and incorporated herein by reference, including those additional services requested by City and accepted in writing by Consultant during the term of this Agreement.

4.3. Nondiscrimination: There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

4.4. Non-Exclusive Relationship: Consultant may represent, perform services for, and contract with as many additional clients, persons, or companies as Consultant, in Consultant's sole discretion, sees fit.

4.5. Time and Place of Performing Work: Consultant may perform the services under this Agreement at any suitable time and location Consultant chooses.

4.6. Materials and Equipment: Consultant will supply all materials and equipment required to perform the services under this Agreement.

4.7. Professional Skill: It is further understood and agreed by and between the parties hereto that Consultant is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement, and City, not being skilled in such matters, relies upon Consultant to perform the work in a skillful manner in accordance with generally accepted professional practices, and Consultant agrees to thus perform its work, and the acceptance of its work by City shall not operate as a release of Consultant from said Agreement.

4.8. Insurance: Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance including a commercial general liability policy and an Errors and Omissions policy, both in the amount of not less than \$1,000,000. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry automobile liability insurance with liability limits of not less than \$500,000 for the injury or death of a person or persons and property damage in any accident. City, its elective officials, officers and employees shall be named as an additional insured on the commercial general liability and automobile liability policies. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Consultant shall provide City with certificates of insurance on forms acceptable to the City of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days written notice being given to City by the insurance company or companies writing such insurance.

4.9. Workers' Compensation: Consultant agrees to provide workers' compensation insurance for Consultant and Consultant's employees and agents and agrees to defend, hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents.

4.10. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of City, which consent shall not be unreasonably withheld.

4.11. Business Tax Receipt: Consultant shall maintain a valid Business Tax Receipt with the City of Lompoc during the term of the Agreement.

4.12. Ownership of Documents: All reports and documents prepared by Consultant under this Agreement are the property of City and shall be turned over to the City upon completion of this Agreement. Consultant shall not release any data, information, and/or materials resulting from the project without prior written consent from City.

4.13. Personnel: City shall have final approval of Consultant staff assigned to work under this Agreement. Consultant shall identify in writing the staff assigned to work under this Agreement and shall give City no less than ten days' written notice prior to any change in the staff assigned to work under this Agreement.

ARTICLE 5 COMPENSATION OF CONSULTANT

5.1. Compensation for Consultant Services: All Consultant Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in Exhibit B, which is incorporated by this reference as though set forth in full; provided, that the parties understand and agree the fee schedule is not an estimate but the complete costs for the Consultant to provide Consultant Services. Total compensation shall not exceed Four Hundred, Eighty Seven Thousand, Four Hundred Sixty One Dollars (\$487,461.00).

5.2. Payment will be in accordance with City's standard accounts payable process. Term no longer than 45 days after presentation of a valid monthly invoice for disbursement of the payment. Payment to be made by accounts payable check processed and available as part of the weekly disbursement cycle, available each Friday for pickup or mailed delivery.

5.3. Consultant shall provide itemized billing to the Accounts Payable Division identifying the project by City Project Number (if applicable) and listing the completed task, and listing the City Purchase Order Number (if applicable) on each invoice, as follows:

Electronically (preferred) to:
ap@ci.lompoc.ca.us

City of Lompoc
Attn: Accounts Payable
100 Civic Center Plaza
Lompoc CA 93436

5.4. The provisions of Article 9 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CITY

6.1. Cooperation of City: City agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement. To the extent determined in the best public interest, in the sole discretion of City's City Council, City shall be responsible for initially insuring, and continuing to review, local and state laws in City's jurisdiction to assure adequate legal authority for Consultant to engage in the Services described herein on behalf of City.

6.2. Conflict of Interest: No officer, employee, director or agent of City shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

6.3. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Consultant, which consent shall not be unreasonably withheld.

ARTICLE 7 TERMINATION OF AGREEMENT

7.1. Termination: Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall remain in full force and effect after execution of this Agreement by City and Consultant until June 30, 2023. Consultant shall satisfactorily complete Consultant Services pursuant to this Agreement within that term, unless the term is modified as permitted for modifications of this Agreement.

7.2. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving ten-days' written notice to the other party.

7.3. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events:

Bankruptcy or insolvency of either party;

The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

7.4. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, then the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

Consultant's failure to satisfactorily complete the Consultant Services;

City's material breach of any representation, warranty or agreement contained in this Agreement;

Consultant's material breach of any representation, warranty or agreement contained in this Agreement.

ARTICLE 8 INDEMNIFICATION

8.1. Indemnification: To the extent permitted by applicable law, Consultant will indemnify, defend and hold harmless City and each of its officers, employees and agents from and against any and all losses, damages, liabilities, claims, death, injuries or costs, including court costs and reasonable attorney's fees, (collectively, Damages) resulting from any act or omission of Consultant or any of its officers, employees, agents or subcontractors related to this Agreement; provided, that the obligation to indemnify and hold harmless is only to the extent Consultant or any of its officers, employees, agents or subcontractors caused the Damages.

ARTICLE 9 GENERAL PROVISIONS

9.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California). Venue for any matter related to this Agreement shall be the Superior Court of the County of Santa Barbara.

9.2. Attorney Fees: In the event of any litigation to enforce, or construe the terms of this Agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs.

9.3. Section Headings: The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

9.4. Interpretation: The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted this Agreement.

9.5. Inconsistency: In the event any provision of this Agreement and the documents incorporated herein by reference are deemed to be in conflict, the provision in this Agreement shall prevail.

9.6. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the Parties. No amendment or modification of the amendment shall be valid unless evidenced in writing and executed by the parties thereto.

9.7. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

9.8. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Consultant to:

Jim Harnish, JD
1415 20th Street
Sacramento, CA 95814
916-446-0522
916-446-7520 fax
jim@mintierharnish.com

If to City to:

City of Lompoc
Attn: Planning Manager
100 Civic Center Plaza
Lompoc CA 93436

And a copy to:

Aleshire & Wynder, LLP
Attn: Jeff M. Malawy
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612

Or, if delivered by telecopy, on a Business Day before 4:00 p.m. local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday Federal Holiday or other day City's city hall is closed to the public.

9.9. Counterparts: This Agreement may be signed in several counterparts.

9.10. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF LOMPOC, a municipal corporation

MINTIER HARNISH PLANNING CONSULTANTS

By: _____
Dean Albro, City Manager

By: _____
Jim Harnish
Its Principal

Attest:

By: _____
Stacey Haddon, City Clerk

Approved as to form:

By: _____
Jeff Malawy, City Attorney

EXHIBIT A

CONSULTANT SERVICES

In the event of any conflicts between the provisions in Exhibit A and the other terms of the Agreement, the other terms of this Agreement shall govern.

(Immediately behind this page)

Consultant will prepare the City's 6th Cycle 2023-2031 Housing Element and technical updates to several General Plan elements, as further described below.

4.2 | SCOPE OF WORK

Phase 1 – Project Initiation

Tasks:

1.1 Request for Information (RFI). **Mintier Harnish** will provide a Request for Information (RFI) to City staff in advance of the Project kick-off meeting. The RFI will list data necessary for the Consultant team to prepare the Update. **Mintier Harnish** will discuss the RFI at the kick-off meeting.

1.2 Project Kick-off. **Mintier Harnish** will facilitate a project kick-off meeting with City staff. During this meeting, **Mintier Harnish** will work with City staff to accomplish the following:

- Review the work scope and schedule.
- Establish communication protocols, including monthly status reporting, project status coordination calls, and conference call/online video call protocols.
- Determine a typical review schedule needed by City staff for draft work products.
- Identify informational sources and available GIS mapping data, including its level of accuracy, status, and most recent updates.
- Review and discuss overall organization of the Housing Element Update.
- Discuss the community engagement strategy, City staff and Consultant roles and responsibilities, and formation of the Focus Group.
- Review preliminary RHNA.
- Discuss data resources, approach, and methodology for the sites analysis.
- Discuss critical housing issues and the City's existing Housing Element.
- Discuss critical safety issues, with particular focus on wildfires.
- Determine consultation and coordination with appropriate governmental agencies.
- Review Circulation, Safety, and Environmental Justice Element requirements and update approach.
- Review the 2020 Ad Hoc Committee Comments.
- Confirm the approach to community engagement.

Following the kick-off Meeting, City staff will lead a half-day tour of the city and highlight areas of interest or places that are experiencing change or are expected to experience change and other geographic-based issues.

- 1.3 Newsletter #1: Project Overview.** **Mintier Harnish** will prepare a newsletter that describes what a housing element is, how and why it is being updated, the project schedule, and how to get involved in the process. **Mintier Harnish** will also include a section on State Housing Element law FAQs. The newsletter will also describe the other components of the project, including the Circulation, Safety, and Environmental Justice Elements, and environmental analysis. The newsletter will publicize upcoming community engagement opportunities and the first on-line engagement tools.
- 1.4 Diagnostic Document Review.** Mintier Harnish will review all City documents relevant to the update of the Housing, Circulation, and Safety Elements, including the 2030 General Plan and related amendments, Santa Barbara County Multi-Jurisdictional Hazard Mitigation Plan, 5th Cycle Lompoc Housing Element, City Municipal Code, existing Zoning Ordinance, over-the-counter planning hand-out materials, and other planning policy or regulatory documents.
- 1.5 General Plan Elements Audit.** **Mintier Harnish** will work with City staff to evaluate the existing Circulation and Safety Elements in the existing General Plan Elements, including those identified for technical updates by the 2020 Ad Hoc Committee. The Audit will help determine what works, what does not work, and where the elements lack adequate or current guidance. **Mintier Harnish** will use our proprietary General Plan Audit Tool to provide insights on the existing elements clarity; linkages to other plans; progress in achieving desired outcomes; and whether goals, policies, and implementation programs should be carried forward, modified, or removed.

Deliverables:

- Request for Information (digital version)
- Kick-off Meeting Materials
- Newsletter #1: Project Overview (digital version, 50 hardcopies)
- General Plan Audit (digital version)

Phase 2 – Project Management and Coordination

Tasks:

- 2.1** **Mintier Harnish** will regularly communicate with City staff on a weekly or bi-weekly basis, or as necessary to discuss current tasks, schedule, and next steps, and resolve any issues. **Mintier Harnish** will prepare monthly status reports documenting the progress made each month on completing the project, and review and update the schedule, as necessary.

Phase 3 – Community Outreach and Engagement

Tasks:

- 3.1 Community Engagement Strategy.** Based on input from City staff at the kick-off meeting, **Mintier Harnish** will finalize the details of the comprehensive Community Engagement Strategy. The strategy will describe engagement methods, responsibilities, and publicity protocols. **Mintier Harnish** will structure the Strategy to be inclusive of all those who make up the “community,” including residents; workers; businesses; property owners; developers and residential builders; educational institutions; civic, community, and non-profit organizations; religious, social, cultural, and ethnic groups; and public agencies. In addition to being inclusive, the goal is to create meaningful opportunities for involvement throughout the preparation of the Housing and General Plan Elements Updates.
- 3.2 Project Branding and Logo.** **Mintier Harnish** will develop a branding package for the Housing and General Plan Elements Updates. The branding package will include a project logo and style templates for all work products, maps, and publicity materials to build enthusiasm about the project and ensure that this effort is distinct in the minds of the community.
- 3.3 Website and Online Engagement.** **Mintier Harnish** will develop an interactive, informational website, or page on the City’s website, for the Housing Element Update to provide an easy-to-use tool for residents to stay informed during the Update process. The website will provide project information, access to all materials developed for the project, and an access point for online engagement tools for polling and idea generation. This will provide access to virtual meetings that can support those that cannot attend events due to personal circumstances or public health restrictions. **Mintier Harnish** will regularly update the online engagement tools with new questions, surveys, opinion polls, and geographic mapping tools.
- 3.4 Stakeholder Interviews.** **Mintier Harnish** will conduct up to 16 virtual one-on-one and small-group interviews with key stakeholders and community groups to solicit input on issues and expectations for the Housing Element Update and subsequent Circulation, Safety, and Environmental Justice Elements. **Mintier Harnish** will develop the list of interviewees in consultation with City staff, but the list could include community and business leaders, environmental groups, housing advocates, senior and other special needs representatives, developers and real estate brokers, business owners, and other interest groups.
- 3.5 Focus Group Meeting #1.** **Mintier Harnish** will assist City staff with facilitating the first Focus Group meeting. The meeting will include a discussion of the Focus Group organization and meeting protocols. **Mintier Harnish** will present an overview of the project and schedule and get input and direction on member expectations for the project. **Mintier Harnish** will use the opportunity to discuss housing issues and gain an understanding of the Group members’ housing-related priorities and concerns. This is likely to be a virtual meeting via Zoom or other on-line technology.
- 3.6 Planning Commission and City Council Joint Study Session.** **Mintier Harnish** will facilitate a Joint Study session with the Planning Commission and City Council to present an overview of the project and schedule and get input and direction on their expectations

for the project. **Mintier Harnish** will introduce the Focus Group members and ask the Commission and Council to express to the Group their expectations for the Group's work. **Mintier Harnish** will use the opportunity to discuss housing issues and gain an understanding of the Commissioners' and Councilmembers' housing-related priorities and concerns. This is likely to be a remote, virtual meeting via Zoom or other on-line technology. **Mintier Harnish** will assure full public access and participation.

Deliverables:

- Stakeholder and community contact list (digital; Excel, pdf)
- Community engagement strategy (digital; Word, pdf)
- Project logo and branding package (Digital; pdf)
- Website and online engagement (digital)
- Joint Study Session PowerPoint presentation (digital; PowerPoint, pdf)

Phase 4 – Housing Element

Tasks:

4.1 Community Workshop #1: Housing Concerns and Needs. **Mintier Harnish** will facilitate a community workshop as a virtual townhall event as described in the RFP. This event will be designed to engage residents and stakeholders throughout the city. The workshop will provide a common understanding of the purpose of the Housing Element Update, key steps in the process, and seek public input on housing issues and distinct economic, social, and geographic housing needs.

Once the State, County, and City have determined that in-person events are feasible, **Mintier Harnish** will move to an in-person format. For community workshops in person, **Mintier Harnish** will create large-format informational displays on the project and topical areas, prepare a presentation to welcome workshop attendees, provide an overview of the activities, facilitate group exercises (in teams with City staff), and provide handouts related to each activity. Like the virtual events, the workshops will conclude with each group reporting out major findings, conclusions, and take-aways from the activities and discussions. Even when in person events are resumed, **Mintier Harnish** will also provide on-line engagement opportunities for those unable to attend the workshop in person.

4.2 Focus Group Meeting #2. **Mintier Harnish** will assist City staff with facilitating a Focus Group meeting to discuss the results of the first community workshop and how the public input should be considered when preparing the Housing Element. **Mintier Harnish** will also review the next steps in the update, with a focus on the site assessment. This is likely to be a virtual meeting via Zoom or other on-line technology.

4.3 Vacant and Underutilized Sites Assessment. **Mintier Harnish** will use the city's RHNA allocation and city-supplied data (e.g., Excel spreadsheets, GIS data layers) tool to develop an initial "first-pass" adequate sites inventory that will be refined throughout the development of the draft Element. **Mintier Harnish** will prepare a complete draft of the sites inventory and analysis, in accordance with Government Code Section 65583(a)(3). To accomplish this, **Mintier Harnish** will review and update the vacant and underutilized sites inventory using the current Assessor's data and field spot checks. The sites inventory will be a parcel-specific land inventory, as required by AB 2348, based on the

current General Plan and Zoning Code, and other recent planning efforts related to land use.

Mintier Harnish will strive to ensure that the inventory provides sufficient sites to meet the City's RHNA for both affordable and market-rate housing. This site inventory analysis will require further refinement than previous Housing Elements due to AB 1397, which enacted stricter requirements for the adequacy of housing sites, including non-vacant sites and sites that were identified in previous Housing Elements. Sites need to have sufficient available infrastructure and realistic dwelling unit capacity based on development of affordable housing at the likely density, rather than the maximum density permitted.

If this analysis reveals insufficient sites, **Mintier Harnish** will work with City staff to expand the inventory by identifying possible sites for rezoning, modifying densities, and outlining other approaches to increasing housing capacity. **Mintier Harnish** have experience with this process and, if necessary, will work with City staff to identify the most suitable sites for rezoning and advise on potential CEQA implications. **Mintier Harnish** will collaborate to avoid potentially significant environmental impacts, to the extent feasible, while examining feasible housing sites. **Mintier Harnish** will also assess the real-world constraints that may be presented in development of potential sites (e.g., habitat/open space restrictions, agency permitting requirements, easements).

Mintier Harnish will maintain the inventory as it develops during the process in an easily tracked format, so it can be revised as necessary during the Housing Element update. **Mintier Harnish** will provide the City with the inventory files (i.e., GIS data layers, Excel spreadsheets) prior to the project's conclusion. Following initial review by HCD, the final sites used in the Housing Element will be inserted into HCDs standard sites form for submittal with the Final Housing Element.

- 4.4 **Focus Group Meeting #3.** **Mintier Harnish** will assist City staff with facilitating a Focus Group meeting to discuss the results of the vacant and underutilized sites assessment. **Mintier Harnish** will review our methodology, present our findings, discuss the implications for rezoning and the CEQA assessment, and discuss options. This is likely to be a virtual meeting via Zoom or other on-line technology.
- 4.5 **Community Workshop #2: Vacant and Underutilized Sites Assessment.** **Mintier Harnish** will facilitate a virtual community workshop on the results of the vacant and underutilized sites assessment. **Mintier Harnish** will conduct a webinar to review our methodology, present our findings, describe the implications for rezoning, and layout options. **Mintier Harnish** will then facilitate a question and answer session and small group breakouts to discuss the siting solutions presented. The on-line workshop will also include a community opinion survey based on the sites assessment to provide an additional opportunity for community input. The webinar and polling will remain on the website for two to three weeks to assure full community participation. **Mintier Harnish** will summarize the results of the input received.
- 4.6 **Focus Group Meeting #4.** **Mintier Harnish** will assist City staff with facilitating a Focus Group meeting to discuss the results of the community discussion and survey about the vacant and underutilized sites assessment. **Mintier Harnish** will solicit ideas and direction from the Focus Group about how to address community concerns as **Mintier Harnish** initiate preparation of the Housing Element. This is likely to be a virtual meeting via Zoom or other on-line technology.

4.7 Planning Commission and City Council Joint Study Session. **Mintier Harnish** will facilitate a Joint Study session with the Planning Commission and City Council to discuss the results of the community discussion, survey, and Focus Group meetings on the sites assessment. **Mintier Harnish** will solicit ideas and direction from the Commission and Council about how to address community concerns as **Mintier Harnish** initiate preparation of the Housing Element. This is likely to be a virtual meeting via Zoom or other on-line technology.

4.8 Administrative Draft Housing Element.

4.8.1 Existing Housing Needs Analysis. The Existing Housing Needs Analysis is a comprehensive evaluation of current demographic, employment, housing, and housing market conditions and trends. **Mintier Harnish** will use this section as the basis for determining the existing unmet housing needs in the city. **Mintier Harnish** will update the assessment of housing needs for all income groups and identify the city's special housing needs. **Mintier Harnish** will include the following topic areas in this assessment:

***Demographic Profile and Employment Profile.** This section establishes “baseline” population and employment characteristics for the city, including population growth trends, age characteristics, race and ethnicity, income, and local employment trends, as well as population and employment projections.*

***Household Characteristics and Housing Stock.** **Mintier Harnish** will use recent data sources to update the description of the existing housing stock in terms of housing stock growth and composition, vacancy rates, housing age and conditions, and overcrowding. **Mintier Harnish** will also describe housing cost burdens and the ability of households of different income levels to pay for housing. **Mintier Harnish** will describe current housing market trends, home sales prices, and rental rates using recent data sources (e.g., DataQuick, Zillow, CalREALTORS records) and based on conversations with local realtors.*

***Special Needs Housing Analysis.** **Mintier Harnish** will update the analysis of housing needs for special needs populations, including senior households, persons with disabilities, including persons with developmental disabilities, large families, single female-headed households, farmworkers, seasonal workers, extremely low-income households, persons in need of emergency shelter, and students.*

4.8.2 Housing Resources and Opportunities. The Housing Resources and Opportunities section will examine the resources and opportunities available for the development, rehabilitation, and preservation of housing. Included is an inventory and analysis of the land resources (i.e., vacant and underutilized sites), as well as the financial and administrative resources available to support housing activities.

***Vacant and Underutilized Sites Assessment.** A description and discussion of findings from the assessment will be included under this section in the Housing Element. **Mintier Harnish** will also take into consideration community input and Focus Group direction in preparing this section.*

Affirmatively Furthering Fair Housing. As a part of the sites assessment, **Mintier Harnish** will analyze whether the identified sites serve the purpose of replacing segregated living patterns with truly integrated and balanced living patterns that work to transform racially and ethnically concentrated areas of poverty into areas of opportunity. In this effort, **Mintier Harnish** will:

Adequacy of Public Facilities and Services. **Mintier Harnish** will prepare an assessment of the adequacy of water and wastewater infrastructure to meet existing and future housing needs based on existing master plans and discussions with City staff.

Inventory of Financial and Administrative Resources. **Mintier Harnish** will describe local, regional, State, and Federal financial and administrative resources available to help the City implement its housing programs.

Energy Conservation Opportunities. **Mintier Harnish** will describe opportunities for energy conservation, including the City's General Plan policies that promote energy conservation and air quality protection, and other alternative energy and green building measures. **Mintier Harnish** will also describe local energy conservation programs, such as weatherization and rebate programs provided by local utility companies.

4.8.3 Housing Constraints. **Mintier Harnish** will review and update the analysis of both governmental and non-governmental constraints, such as land and development costs, site constraints, existing or planned infrastructure, land use controls, building code regulations, fees, and permit and processing procedures. **Mintier Harnish** 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. **Mintier Harnish** will update this section to address the current economic, climate, and housing market conditions. The housing constraints analysis will also document local efforts to remove governmental constraints to improve the City's ability to meet its share of the regional housing needs.

4.8.4 Evaluation of Previous Housing Element. **Mintier Harnish** will review and evaluate the implementation of the current Housing Element policies and programs based on information provided by City staff and annual Housing Element reports submitted to HCD. The evaluation will identify which programs have been accomplished, which programs have been the most successful, and why some housing programs have not been implemented or have been unsuccessful. **Mintier Harnish** will prepare an assessment memo summarizing the results from this analysis and recommending specific changes to be incorporated into the Housing Element Update.

4.8.5 Administrative Draft Policy Document. **Mintier Harnish** will update the current Housing Element goals, policies, programs, and quantified objectives based on the evaluation of the performance of these items in the current Housing Element, the housing needs and constraints, recent changes to State Housing Element law, public input, and feedback from City staff. Housing policies and programs will build upon the most successful policies and programs in the current Housing Element.

- 4.9 Community Workshop #3: Affirmatively Furthering Fair Housing.** Meeting the housing needs of all populations without discrimination is a requirement for an adequate Housing Element. To effectively combat housing discrimination and affirmatively further fair housing, HCD has identified recommendations and action steps to address the 10 impediments to fair housing. As part of this virtual workshop, the community will be presented information on population, demographic, socioeconomic, and geographic indicators of housing impediment. Following the presentation, the community will meet in small groups to identify methods to help overcome these issues
- 4.10 Focus Group Meeting #5.** **Mintier Harnish** will assist City staff with facilitating a Focus Group meeting to review the Administrative Draft Housing Element. This will be either an in-person or virtual meetings via Zoom or other on-line technology, depending on the status of the COVID-19 public meeting guidelines at this point in the process. Based on the Focus Group comments and direction, we will prepare a second Administrative Draft Housing Element for staff.
- 4.11 Public Review Draft Housing Element.** **Mintier Harnish** will prepare a Public Review Draft Housing Element based on City staff comments on the second Administrative Draft. **Mintier Harnish** will also prepare an appendix with Public Review Draft General Plan and Zoning Ordinance Amendments.
- 4.12 Newsletter #2: Public Review Draft Housing Element.** **Mintier Harnish** will prepare a newsletter that provides a summary of the key take-aways in the Public Review Draft Housing Element, particularly key changes to policies and programs, any proposed changes to land use designations (locations or density ranges), and what these changes mean for their community. The newsletter will provide an update on the Housing Element process and information on how to provide input on the draft Housing Element.
- 4.13 Community Workshop #4: Public Review Draft Housing Element.** **Mintier Harnish** will facilitate a community workshop designed to engage residents and stakeholders throughout the city. The workshop will provide a summary of the Public Review Draft Housing Element, particularly key changes proposed and what these changes mean for the community. Proposed General Plan Amendments will also be described.
- Mintier Harnish** will facilitate an open-house style meeting with informational stations that enable participants to drop by and stay as long as they want. **Mintier Harnish** will create large-format informational displays on the project and topical areas and prepare a presentation to welcome workshop attendees. **Mintier Harnish** will provide on-line engagement opportunities for those unable to attend the workshop. **Mintier Harnish** will adapt the workshop to a fully on-line format should in-person meetings are still discouraged.
- 4.14 Planning Commission Study Session.** **Mintier Harnish** will attend a study session with the Planning Commission to solicit input on the Public Review Draft Housing Element and General Plan Amendments. At the end of the study session, the Planning Commission will formulate a recommendation for the City Council to authorize City staff to submit the Housing Element to HCD for the mandated 90-day review period. **Mintier Harnish** will prepare and present a PowerPoint presentation.

- 4.15 City Council Study Session.** **Mintier Harnish** will attend a study session with the City Council to solicit input on the Public Review Draft Housing Element, General Plan Amendments, and request authorization to submit the Housing Element to HCD for the mandated 90-day review period. **Mintier Harnish** will describe all input received from the community workshop and on-line input and any revisions to the project documents proposed in response to this input. **Mintier Harnish** will prepare and present a PowerPoint presentation.
- 4.16 HCD Review Draft Housing Element, HCD Checklists, and Transmittal to HCD.** **Mintier Harnish** will revise the Public Review Draft Housing Element based on direction from the Planning Commission and the City Council and prepare the draft to be delivered to HCD. **Mintier Harnish** will provide a digital copy of the HCD Review Draft Housing Element for posting on the City website and will send out an email to stakeholders and community meeting attendees. **Mintier Harnish** will also prepare a cover memorandum to accompany submission of the Draft Housing Element to HCD. Under State law, HCD has up to 90 days to review the Draft Housing Element. During the HCD review process, **Mintier Harnish** will maintain close contact with the designated HCD reviewer to respond to any questions he/she may have during the process.
- 4.17 Meeting with HCD.** Following submission of the HCD Review Draft Housing Element and prior to the end of the 90-day review period, **Mintier Harnish** and City staff will meet with HCD staff or conduct a phone call meeting to discuss the Draft Housing Element and preliminary HCD comments.
- 4.18 Response to HCD Comments.** Following the City's receipt of HCD comments on the HCD Review Draft Housing Element, **Mintier Harnish** will prepare a preliminary response to HCD comments and provide this to City staff for their review. Based on comments received from City staff, **Mintier Harnish** will then prepare a formal written response to HCD comments and submit them to HCD. **Mintier Harnish** will work closely with HCD to seek a timely conditional approval letter prior to Planning Commission and City Council hearings. If necessary, **Mintier Harnish** will meet with HCD after submitting the response to comments to facilitate the review process.

Deliverables:

- Underutilized and Vacant Sites Assessment (digital; GIS, Excel, pdf)
- Community Workshops #2, #3, and #4 Materials (digital; webinar, PowerPoint, on-line opinion survey, hard copy large format posters)
- Opinion Survey Results (digital; Word, pdf)
- Administrative Draft Housing Element (#1) (hard copy (1); digital; Word, pdf)
- Administrative Draft Housing Element (#2) (hard copy (1); digital; Word, pdf)
- Public Review Draft Housing Element (hard copy (1); digital; Word, pdf)
- Newsletter #2 (digital; InDesign, pdf)
- Study Session Materials (digital; PowerPoint)
- Addendum outlining revisions of Public Review Draft in response to input and comments from the public, Planning Commission, and City Council Study Sessions, including track changes of revisions. (digital; Word, pdf)
- HCD Review Draft Housing Element (digital, pdf)
- Completeness Checklist (digital; Word, pdf)
- Response to HCD Comments (digital; Word, pdf)

Phase 5 – Technical Updates to General Plan Elements

Tasks:

5.1 Administrative Draft Circulation Element. **Mintier Harnish** will prepare a Transportation and Mobility analysis for the Circulation Element that identifies key transportation issues and planning considerations that will be used to inform the Circulation Element update. **Mintier Harnish** will address Complete Streets policies, reflecting new California General Plan guidelines, address new SB 743 requirements and vehicle miles of travel (VMT), and discuss emerging transportation technologies. It will also be a priority to incorporate relevant ideas and findings from other planning documents completed recently that affect the city of Lompoc, including the Santa Barbara County Association of Government's (SBCAG) 2040 Regional Transportation Plan and Sustainable Communities Plan (RTP/SCS), Santa Ynez Valley Traffic Circulation and Safety Study (SBCAG, 2020), Regional Active Transportation Plan (SBCAG, 2015), North County Regional Transit Plan (SBCAG, 2016), to name just a few.

Mintier Harnish understand the issue of SB 743 implementation will involve discussions with City to ensure that the City's VMT policies are in alignment with both regional and state direction. Our team assisted the City of Lompoc with their SB 743 compliant VMT thresholds, screening criteria, Traffic Impact Analysis Guidelines and CEQA Guidelines. **Mintier Harnish** will use SBCAG's regional travel demand model to evaluate the future VMT per capita and VMT per employee metrics relative to future land use alternatives and will assist staff as they develop new transportation policies that reflect the community's circulation needs and values.

Mintier Harnish will address the multi-faceted implications of new technologies and developing policy choices to ensure that the City's overarching goals and objectives continue to be achieved. As a part of the Transportation and Mobility White Paper, **Mintier Harnish** will prepare a baseline transportation report to describe existing transportation systems and services based on the information collected in support of this task, input from the City staff, and our knowledge of the local area.

The City may not have available traffic count data to inform roadway and intersection operational results. Hence, some "new" traffic count data collection is recommended. Prior to data collection, **Mintier Harnish** will review existing documents, TIAs, Caltrans published Traffic Volume Report (i.e., for SR 1 and SR 246) and other potential sources of traffic counts that can be used to defray the need for new data collection. Similarly, operational analyses can also be deferred given that this information can also be gleaned from these same sources. Based on this existing data and information, key circulation issues will be examined including pedestrian/bicycle connectivity and safety, transit services, and future capacity needs.

- Roadway Network
- Traffic County Inventory
- Traffic Analysis
- Transit Services (local and regional)

- Railway Facilities
- Bikeway Infrastructure
- Pedestrian Facilities
- Goods Movement
- Aviation Facilities
- Transportation-Land Use Coordination
- Transportation Demand/System Management

5.2 Administrative Draft Safety Element. **Mintier Harnish** will work with City staff to revise the Safety Element to ensure consistency with other General Plan elements, compliance with State law, and incorporation of information from the recently adopted 2017 Santa Barbara County Multi-Jurisdictional Hazard Mitigation Plan, with an understanding that the existing plan is currently in the update process. This scope does not include a comprehensive update of the Safety Element. This task is intended to be limited in scope and only includes an update to portions of the Safety Element as necessary for compliance with State law and consistency with other elements in the General Plan.

The Safety Element will include information about the regulatory and governance issues surrounding natural and human-related hazard abatement including applicable local, state, and federal policies and regulations. **Mintier Harnish** will use the State's Office of Planning & Research 2017 General Plan Guidelines and recent legislation to update the Safety Element to ensure consistency with the State's latest requirements and guidance. This will include addressing AB 747, General Plan Safety Elements; SB 99, Safety Elements, Emergency Evacuation Routes; SB 379, Climate Adaptation and Resiliency; SB 1035, General Plans; and SB 1241, Fire Hazard Impacts. The elements will set up the framework for any updates necessary to the municipal code, including the potential for a disaster recovery ordinance to help the City organize and expedite recovery in advance of a declared disaster and to mitigate hazardous conditions before and after such a disaster. **Mintier Harnish** will develop an Administrative Draft Safety Element with all required updates and submit for review by City staff.

5.3 Administrative Draft Environmental Justice Element. **Mintier Harnish** will prepare an Administrative Draft Environmental Justice Element that aligns with the Governor's Office of Planning and Research Guidelines. **Mintier Harnish** will use CalEnviroscreen 4.0 to determine areas of concern regarding environmental justice issues that is consistent with SB 535 (Disadvantaged Communities). The updated Environmental Justice Element at a minimum will address goals, policies, and programs pertaining to educational attainment, pollution burden of disadvantaged communities, and identification of burdensome quality of life metrics including poverty, unemployment, linguistic isolation, and health.

5.4 Circulation Diagrams. **Mintier Harnish** will prepare an updated Circulation Diagram. **Mintier Harnish** will review existing roadway classifications and work with City staff to develop a concise set of roadway classifications that fit the needs of the City and that address new State regulations related to multi-modal transportation. The classifications and diagram will indicate the distribution, location, and standards for county roadways. If desired by the City, the classifications could also expand upon the functional classifications to consider street context and non-auto travel modes.

- 5.5 Preliminary Review Draft Elements (Excluding the Housing Element).** Following review and comment by City staff, **Mintier Harnish** will make appropriate corrections and updates and create a second Preliminary Draft set of elements. This version will ensure all appropriate changes have been completed.
- 5.6 Public Review Draft Elements (Excluding the Housing Element).** Following review and comment by City staff, **Mintier Harnish** will make appropriate corrections and updates and prepare the Public Review Draft elements. **Mintier Harnish** will publicize the Draft elements by assisting the City with posting notices on the City's social media platforms and City website. The Draft elements will be released to the public for a review period of no fewer than 30 days.
- 5.7 Focus Group Meeting #6.** **Mintier Harnish** will assist City staff with facilitating a Focus Group meeting to discuss the Circulation, Safety, and Environmental Justice Elements. This is likely to be a virtual meeting via Zoom or other on-line technology.
- 5.8 Community Workshop #5.** **Mintier Harnish** will facilitate an open house community workshop on the Circulation, Safety, and Environmental Justice Elements. **Mintier Harnish** assume that at this point in the Project, COVID-19 meeting restrictions will be lifted and that this will be an in-person event. **Mintier Harnish** will present the elements and discuss the key changes. The workshop will also include a community opinion survey based on the Circulation, Safety, and Environmental Justice Elements to provide an additional opportunity for community input. **Mintier Harnish** will post the survey on the website for two to three weeks to assure full community participation. **Mintier Harnish** will summarize the results of the input received.
- 5.9 Planning Commission and City Council Joint Study Session.** **Mintier Harnish** will facilitate a Joint Study session with the Planning Commission and City Council to present the Draft Circulation, Safety, and Environmental Justice Elements and discuss the results of the community discussion, survey, and Focus Group meeting. **Mintier Harnish** will solicit input and direction from the Commission and Council. **Mintier Harnish** will revise the Circulation, Safety, and Environmental Justice Elements as necessary following the study session.
- 5.10 Agency Review of the Public Review Draft Elements.** **Mintier Harnish** will provide digital copies of the Public Review Draft Circulation, Safety, and Environmental Justice Elements to all relevant public agencies. Following the receipt of agency comments, the Consultant will work with City staff to determine which comments require immediate incorporation into the Elements and those that are most appropriate to forward to the Commission and Council for recommendation.
- 5.11 Revised Public Review Draft Elements.** Based on the direction and feedback from the Joint Study Session in Task 5.9, **Mintier Harnish** will prepare Revised Public Review Circulation, Safety, and Environmental Justice Elements to City staff prior to the hearings in Phase 7.
- 5.12 Other General Plan and Zoning Code Amendments.** **Mintier Harnish** will prepare a memorandum summarizing all other General Plan and Zoning Code text Amendments necessary to maintain consistency with the updated Housing, Circulation, Safety, and Environmental Justice Elements. As part of this Task, **Mintier Harnish** will also evaluate the 2020 Ad Hoc Committee General Plan Update Recommendations. **Mintier Harnish**

will then prepare technical amendments to the Land Use, Open Space and Conservation, and Economic Development Elements.

Deliverables:

- Administrative Draft Circulation Element (digital version, Word/PDF)
- Administrative Draft Safety Element (digital version, Word/PDF)
- Administrative Draft Environmental Justice Element (digital version, Word/PDF)
- Preliminary Draft Circulation, Safety, and Environmental Justice Elements (digital version, Word/PDF)
- Public Review Draft Circulation, Safety, and Environmental Justice Elements (digital version, Word/PDF)
- Revised Public Review Draft Circulation, Safety, and Environmental Justice Elements (digital version, Word/PDF)
- Community Workshop Materials (digital version; webinar, PowerPoint, on-line opinion survey)
- Opinion Survey Results (digital version, Word/PDF)
- Memorandum summarizing other General Plan and Zoning Code Text Amendments (digital version, Word/PDF)
- Technical Update to Remaining Elements (digital version, Word/PDF)

Phase 6 – CEQA Documentation

Tasks:

6.1 Environmental Analysis Initiation and Data Collection. **Mintier Harnish** will prepare an Addendum to the City of Lompoc’s 2030 General Plan EIR (2010), in accordance with CEQA Guidelines Section 15164. **Mintier Harnish** will review information from the certified General Plan EIR and will reference verified information from this document in the Addendum. The Addendum will supplement the General Plan EIR analysis with new or updated analysis as necessary and appropriate, especially for issue areas which are the subject of new regulations or standards since certification of the General Plan EIR. 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. As part of this task, **Mintier Harnish** will gather any additional materials available for the proposed Housing Element and Technical Update, including relevant planning documents, any technical analyses prepared by the City, and recent environmental documentation prepared for projects in or near the project area.

6.2 Administrative Draft Addendum. This task includes all of the steps necessary to complete an Administrative Draft Addendum for the proposed Housing Element and Technical Update. 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, **Mintier Harnish** will incorporate information from existing environmental and planning documents that are applicable to the project area and project.

Project Description. *Mintier Harnish will prepare a detailed project description, including tabular and graphic information, for review by the City and project team. 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 Housing Element and Technical Update and other element updates. The project description will be based on additional information to be provided by the City and project team. Textual, tabular, and graphic presentation 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 Housing Element and Technical Update. **Mintier Harnish** will provide the City with an electronic version of the draft project description for review.*

Analysis. *Upon City approval of the draft project description, **Mintier Harnish** will prepare the Administrative Draft Addendum. This task includes all components necessary to complete the environmental impact analysis. **Mintier Harnish** will submit electronic copies of the Administrative Draft Addendum (in Microsoft Word and Adobe Acrobat), along with associated appendices, to the City and project team for review and comment. This task includes two rounds of review and revisions.*

6.3 Final Addendum. After completing two rounds of City review and addressing comments on the Administrative Draft Addendum, **Mintier Harnish** will prepare a Final Addendum for certification. **Mintier Harnish** will provide one electronic version of the Final Addendum (in Adobe Acrobat) for the City's use and up five CDs. The full administrative CEQA record will be sent to the City at this time. There are no public notification or review requirements for an addendum. Once the Addendum is certified, **Mintier Harnish** will file the Notice of Determination with the County of Santa Barbara and the State Clearinghouse if desired. **Mintier Harnish** assume the City will have its receipt from filing the California Department of Fish & Wildlife (CDFW) fees at the time the General Plan EIR was certified. Otherwise, additional CDFW fees could be required.

6.4 SB 18 and AB 52 Compliance. Under Assembly Bill 52 (AB 52), the City of Lompoc, as the CEQA lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of the CEQA document. **Mintier Harnish** will assist the City with consultation for AB 52 by providing the City with letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. **Mintier Harnish** assume that the City will provide **Mintier Harnish** with a list of tribal groups to contact to satisfy AB 52. **Mintier Harnish** may request an AB 52 consultation list from the Native American Heritage Commission (NAHC) on behalf of the City, should the City choose to request such a list from the NAHC. Rincon will assist the City with Native American government-to-government consultation in accordance with Senate Bill 18 (SB 18). SB 18 assistance will include preparation of an SB 18-specific SLF search request to the NAHC and letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups well as providing the City with a tracking sheet and instructions for successful SB

18 consultation. Native American contacts have 90 days to respond and request further consultation.

Mintier Harnish have also scoped for participation in up to six one-hour conference calls during the SB 18 and AB 52 process. Due to COVID-19, **Mintier Harnish** assume no in-person meetings will take place. **Mintier Harnish** assume that the City will be responsible for scheduling meeting dates. Upon conclusion of SB 18 and AB 52 consultation, **Mintier Harnish** will prepare one technical memorandum documenting the results of consultation efforts to provide to the City.

Deliverables:

- Draft Addendum (digital version, Word/PDF)
- Final Addendum (digital version, Word/PDF)

Phase 7 – Adoption

Tasks:

- 7.1 Planning Commission Hearing.** Mintier Harnish will attend one public hearing with the Planning Commission facilitated by City staff to review the Revised Public Review Draft Housing, Circulation, Safety, and Environmental Justice Elements and companion CEQA document. The Planning Commission will consider the comments made during the public hearing and make recommendations to the City Council. If it is desired for the Consultant to attend more than one hearing, then the additional meetings will be added as additional tasks.
- 7.2 City Council Hearing.** **Mintier Harnish** will attend one public hearing with the City Council facilitated by City staff to review the Revised Public Review Draft Housing, Circulation, Safety, and Environmental Justice Elements and companion CEQA deliverable. At the hearing, the City Council will consider the Planning Commission recommendations and the comments made at the Planning Commission public hearing. After the hearing, the City Council will direct the Consultant to incorporate their recommendations and prepare the Final Housing, Circulation, Safety, and Environmental Justice Elements and companion CEQA document.
- 7.3 Final Documents.** Following public review and the City Council hearing of the Revised Public Review Draft Housing, Circulation, Safety, and Environmental Justice Elements and companion CEQA document, the Consultant will prepare the Final Housing, Circulation, Safety, and Environmental Justice Elements and companion CEQA document for adoption.

Deliverables:

- Planning Commission Hearing Materials
- City Council Hearing Materials
- Final Document (digital copy in MW/PDF)

EXHIBIT B

COMPENSATION FOR CONSULTANT SERVICES

In the event of any conflicts between the provisions in Exhibit B and the other terms of the Agreement, the other terms of this Agreement shall govern.

(Immediately behind this page)