

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
THE PLANNING CENTER | DC&E**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and The Planning Center | DC&E ("Consultant") (together sometimes referred to as the "Parties") as of March 3, 2014 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2016, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

- 1.6 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Six Hundred Ninety Thousand Six Hundred Sixty-eight dollars (\$690,668.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and shall not exceed \$77,858. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.**

- 4.1.1 **General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for

any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agendas, and subcontractors.

4.1.2 **Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

#### 4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

### **4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

#### 4.4 **All Policies Requirements.**

4.4.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this

Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5.** **INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.** Refer to the attached Exhibit B, which is incorporated herein and made a part of this Agreement.

**Section 6.** **STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant



accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any

employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written

approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
  - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City once payment has been received by the Consultant. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. If the City reuses any documents or other materials, including but not limited to those described above, pertaining to the project prepared by Consultant, for any purpose other than that for which such documents or other materials were originally prepared, or if the City causes such documents or other materials to be altered without Consultant's written consent, such reuse shall be at the City's risk. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law. In such a case the Consultant must

immediately notify the City of the request or subpoena for such information and immediately deliver via facsimile or email any legal documents supporting the demand for said information.

- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Tom Liao, Planning and Housing Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

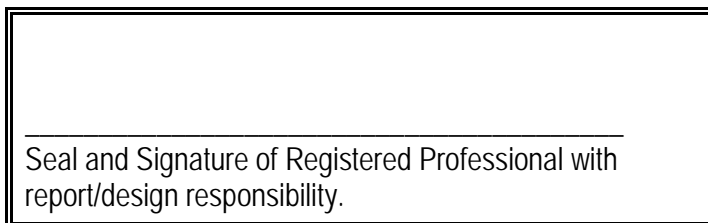
David Early, Principal  
The Planning Center | DC&E  
1625 Shattuck Avenue, Suite 300  
Berkeley, CA 94709

Any written notice to City shall be sent to:  
Tom Liao, Planning and Housing Manager

Community Development Department  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

- 10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A      Work Scope and Costs  
Exhibit B      Indemnification

- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as

described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

CONSULTANT

\_\_\_\_\_  
Chris Zapata, City Manager

\_\_\_\_\_  
Steve Noack, Principal  
The Planning Center | DC&E

Attest:

\_\_\_\_\_  
Marian Handa, City Clerk

Approved as to Fiscal Authority:

\_\_\_\_\_  
David Baum, Finance Director

010-41-001-5120, 120-28-179  
Account Number(s)

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

1969630.1



## **EXHIBIT A: WORK SCOPE AND COSTS**

This exhibit describes the scope of services, schedule, products and meetings for the San Leandro General Plan Update and EIR to be conducted by The Planning Center | DC&E for the City of San Leandro in cooperation with Barry Miller Consulting, Strategic Economics, Center for Collaborative Policy (CCP), Kittelson & Associates (Kittelson), Environmental Collaborative, and Tom Origer & Associates.

### **I. SCOPE OF SERVICES**

This chapter describes the scope of services to be completed by The Planning Center | DC&E team for the San Leandro General Plan Update and EIR. To facilitate your review of this proposal, we have prepared a concise scope that emphasizes key components of our approach to this project.

We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed scope when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project.

A summary of the work program is presented in Table 1.

We anticipate performing nine key work tasks as part of the San Leandro General Plan Update and EIR, with a tenth task included for project management and administration. The key work tasks are:

1. Project Start-Up
2. Community Participation and Outreach
3. Policy and Plan Audit
4. Collection and Analysis of Baseline Data
5. Plan Policy Development and Land Use Map Update
6. Preparation of Draft General Plan
7. Preparation of 2015-2022 Housing Element
8. Environmental Review
9. Plan Adoption
10. Project Management and Administration

**TABLE 1 WORK PROGRAM SUMMARY**

**Task 1: Project Start-Up**

1.1 Staff-Level Kick-Off Meetings	1.3 Collection of Relevant Planning Documents
1.2 Prepare General Plan Mapping & Graphics Strategy	1.4 Address General Plan Organizational Issues

**Task 2: Community Participation & Outreach**

2.1 Develop Communication & Media Strategy	2.4 City Council Briefings
2.2 Develop General Plan Website & Online Engagement Tools	2.5 Town Hall Meetings
2.3 Planning Commission Study Sessions	2.6 Focused Outreach to Stakeholder Groups
	2.7 Resident Outreach Meetings

**Task 3: Policy and Plan “Audit”**

**Task 4: Collection & Analysis of Baseline Data**

4.1 Demographic & Housing Data	4.8 Environmental Hazards Data
4.2 Targeted Economic Data	4.9 Noise Data
4.3 Land Use Data	4.10 Air Quality & Greenhouse Gases Data
4.4 Transportation Data	4.11 Community Design Inventory
4.5 Park, Recreation, & Open Space Data	4.12 Cultural Resources Data
4.6 Conservation Data	4.13 Community Services & Facilities Data
4.7 Sustainability Initiatives Inventory	

**Task 5: Policy Development & Land Use Map Update**

5.1 Develop New General Plan Policies & Actions	5.2 Revisions to the Land Use Map
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**Task 6: Preparation of Draft General Plan**

6.1 Prepare Required General Plan Elements	6.3 Plan Production & Revision
6.2 Prepare Other General Plan Elements	

**Task 7: Preparation of 2015-2022 Housing Element**

7.1 Reconnaissance with HCD	7.8 Produce Administrative Draft for Staff & HCD Review
7.2 Evaluate Previous (2007-2014) Housing Element	7.9 Liaison with HCD & Responses to HCD Comments
7.3 Prepare Needs Assessment	7.10 Produce Public Review Draft Housing Element
7.4 Prepare Inventory of Adequate Sites	7.11 Planning Commission & Council Hearings
7.5 Evaluate Constraints to Housing Development	
7.6 Prepare Goals, Policies, & Quantified Objectives	
7.7 Prepare Action Program	

<b>Task 8: Environmental Review</b>			
8.1	Prepare Notice of Preparation & Conduct Scoping Meeting	8.5	Alternatives Analysis
8.2	Prepare Project Description	8.6	Document CEQA-Required Assessment Conclusions
8.3	Prepare Significance Criteria	8.7	Prepare Draft EIR
8.4	Document Setting, Impacts, & Mitigation Measures	8.8	Pre-Adoption Planning Commission Hearing
		8.9	Prepare Final EIR
<b>Task 9: Plan Adoption</b>			
9.1	Planning Commission Hearings	9.3	Produce Final General Plan
9.2	City Council Hearings		

Some of these tasks run in sequence, and some run concurrently. As shown on the graphic schedule in Figure 1, Task 2 (Community Participation and Outreach) runs throughout the entire work program, while other tasks (such as Project Start-Up) have a fairly limited duration. Most of these tasks have multiple sub-tasks.

***Task 1. Project Start-Up***

The purpose of this task is to lay the groundwork for the General Plan Update and EIR. It is an opportunity for the team to get acquainted with City staff, City leaders, community members, and vice versa. It also an opportunity to define project logistics, establish communication protocols, develop base maps, assemble data, and begin the process of community outreach.

The following sub-tasks are included:

**1.1 Staff-Level Kick-Off Meetings**

Barry Miller and The Planning Center | DC&E will organize a series of kick-off meetings with City staff to review the work program and schedule, discuss the objectives of the General Plan Update, and identify data sources and key stakeholders. The kick-off meetings should include introductions to City Department heads to familiarize them with the project and schedule and to apprise them of upcoming requests for data, documents, or direction on General Plan-related issues. These meetings will also include a field trip with staff to review key sites and issue areas.

Project subcontractors Kittelson, Strategic Economics, and CCP will each attend at least one of the kick-off meetings. Relative to transportation, the kick-off meeting provides an opportunity to identify existing transportation studies and data sources, discuss project alternatives, and review project milestones. Kittelson would also use the kick-off meeting as an opportunity to determine the list of intersections and roadways to be analyzed in the Transportation Element and EIR and determine where new vehicle, pedestrian, and bicycle counts will be needed. For Strategic Economics, the kick-off meeting is an opportunity to learn about existing economic development initiatives and market conditions in the city. A separate kick-off meeting is envisioned for Barry Miller, The Planning Center | DC&E, and CCP to discuss communication and outreach methods with City staff.

### **1.2 Prepare General Plan Mapping and Graphics Strategy**

Barry Miller and The Planning Center | DC&E will work with City Staff to develop a General Plan Mapping and Graphics Strategy. Geographic Information System (GIS) shapefiles will be collected and the data will be assessed to determine gaps or additional needs. From our prior work experience with the City, we understand that some of the General Plan and EIR maps can be easily created using existing shapefiles maintained by the City's GIS staff. Other General Plan maps will need to be created using the Freehand/ Illustrator files generated during the 2002 Update (which Barry Miller has archived), or will be newly created using data to be compiled by the consulting team. It is anticipated that the General Plan and EIR will ultimately contain about 20 to 25 maps each (the existing Plan has 22). In many cases, the same maps will be used in the Plan and the EIR, with title blocks changed as needed.

### **1.3 Collection of Relevant Planning Documents**

Barry Miller will work with City staff to collect and review all the documents that will inform the General Plan Update. The Planning Center | DC&E and other members of the team will likewise collect background information necessary for the environmental review process.

### **1.4 Address General Plan Organizational Issues**

Barry Miller will work with staff to explore issues related to the content and format of the new General Plan, including:

- ◆ Any changes to the structure of Plan elements (see later discussion of the possible addition of an Economic Development Element).

- ◆ Treatment of the Focus Areas identified in the 2002 Plan (including possible new Focus Areas, or deletion of existing Focus Areas).
- ◆ Plan format and graphic template changes.
- ◆ New topic areas (sustainability, climate, complete streets, etc.).
- ◆ The extent to which Plan summaries, foldout maps (similar to the 2002 “poster” and 1999 General Plan mass mailer), and other supplemental products are desired.

At this point, it is presumed that the level of detail in the updated Plan will be comparable to the 2002 General Plan. Additional detail will be required in a few areas to ensure legal adequacy and provide sufficient context for policies. Based on our prior experience with the San Leandro General Plan, we are assuming that the new General Plan will continue to be a 300 to 400 page document designed with publishing software, with a separate 100- to 150-page document covering Housing.

### ***Task 2. Community Participation and Outreach***

Although the City has indicated that it will not create a large citizen-based General Plan Advisory Committee (GPAC) as was done in 1999-2001, public participation remains an essential component of the General Plan Update. As requested by the RFP, Chapter 5 of this proposal is dedicated to an explanation of the public participation methods to be used in the project. We have also prepared the task description below to outline the preliminary components of this strategy. It is anticipated that there will be multiple vehicles for participation in the General Plan Update, including online tools that allow the public to review and comment on text or map products 24/7, briefings with the Planning Commission (who will serve as the *de facto* GPAC), briefings to other City Commissions, public meetings and “open houses,” a project website (with opportunities for feedback via email), social media, online forums and exercises, and formal adoption hearings. Outreach to established community and neighborhood groups will also be important, and can often be more productive and economical than holding large General Plan workshops.

City staff responsibilities regarding ongoing outreach efforts will include assisting the consultant team in assembling City mailing lists of stakeholders and residents, reviewing and approving outreach materials, identifying appropriate meeting locations, preparing staff reports for regularly-scheduled Planning Commission or

City Council meetings, and giving periodic status updates to other City commissions such as the Board of Zoning Adjustments.

### **2.1 Develop Communication and Media Strategy**

One of the first tasks in the General Plan Update will be to develop a communications strategy which details methods of soliciting and managing public input and informing the public of the planning process, planning issues, and possible policy changes. Barry Miller, The Planning Center | DC&E, and the CCP will develop a communication strategy for the General Plan Update which addresses:

- ◆ Involvement and role of the Planning Commission, City Council, and other City commissions.
- ◆ Involvement of City Department heads and other City staff.
- ◆ Methods of input for San Leandro residents and businesses, including groups representing youth, non-English speaking residents, and persons with special needs.
- ◆ A project web-page to be hosted on a dedicated URL, hyperlinked to the City's website.
- ◆ Outreach to established organizations and neighborhood groups in the City.
- ◆ Any project-specific publications or displays needed for special events in San Leandro (such as the Cherry Festival) that may occur over the course of the project.
- ◆ Social media, such as Facebook, Twitter, and texting, to spark two-way dialog with residents and reach the younger residents of San Leandro.

Surlene Grant of CCP will develop and implement a cost-effective media strategy to generate publicity for the General Plan Update, including writing and distributing press releases to local media and on-line bloggers to sum up activities and to announce meetings, as well as creating editorials.

### **2.2 Develop General Plan Website and Online Engagement Tools**

Barry Miller and The Planning Center | DC&E will develop a variety of web-based media for use in the General Plan Update. The specific tools to be developed will be determined through the Communications Strategy (Task 2.1). At minimum, this will include the development and maintenance of a project website; the development of content for that website; the management of any community feedback generated via the website; and the development of any discussion questions or on-line surveys to be conducted through the project website.

As one component of the project website, The Planning Center | DC&E will craft a sophisticated online engagement strategy that will enable residents to connect with this project whenever, wherever, and however they choose; encourage them to remain involved; and inspire them to invite other residents to get involved.

The Planning Center | DC&E will design and implement a public outreach strategy that includes a simple, compelling message whose objective is to inspire San Leandro residents to take interest in the project and respond to a prominent Call To Action (CTA). The CTA will invite residents to subscribe to the project via short urls, QR codes, and sms phone numbers that point to a page on which residents can subscribe using email, their text phone numbers, and/or their social media account via single sign-on buttons.

The Planning Center | DC&E will compose the message and the CTA, and implement the subscription technology. After the City of San Leandro has approved the message and CTA, the City will be able to promote them using email lists (e.g., from the City, elected officials, neighborhood associations, and other community stakeholders), electronic newsletters, cable TV broadcasts of Council meetings, notices published with Commission and Council meeting agendas, fliers and business cards distributed at meetings, and posters and/or signs in prominent places. All promotion channels will enable residents to subscribe in less than one minute.

Once participants have subscribed, they will receive three types of topic-specific messages drafted by The Planning Center | DC&E, approved by the City and distributed by The Planning Center | DC&E:

- ◆ Invitations to participate in a new online exercise or face-to-face workshop (frequently designed to be concurrent).
- ◆ Announcements of significant updates to topics in progress.
- ◆ Close-out announcements, which describe the decisions made or action taken as a result of the public input. By describing how public input was incorporated into the decision process, participants will be encouraged to remain engaged with the project, and to invite their friends to become involved. Standard social media share buttons will enable participants to invite friends with a single click.

### **2.3 Planning Commission Study Sessions**

We anticipate that the Planning Commission will conduct approximately eight Study Sessions over the course of the project to focus on General Plan issues. The Study Sessions could either occur immediately before regularly scheduled meetings, or on a separate date, depending on the City's preference. Barry Miller will attend and facilitate each meeting. The Planning Center | DC&E, CCP, Kittelson, Strategic Economics, and other members of the team will attend as appropriate, based on budget and the topic area being discussed. Meetings will typically be 90 minutes to two hours in length, with time for public comment (from non-members) at the end. Agendas (and related handouts) will be posted to the project website prior to the meetings, and meeting summaries will be prepared afterwards. It is expected that most meetings will be "topical"—focusing on a particular subject area, such as transportation, housing, and sustainability.

### **2.4 City Council Briefings**

It is recommended that project briefings be provided to the San Leandro City Council at least once every six months. An initial briefing is proposed to review the work program and identify any special objectives or issues of concern. Subsequent briefings will consist of progress reports and discussion of any issues that have emerged during the planning process. The Council also will be consulted if key policy issues or choices must be made. A study session will take place prior to release of the General Plan for public review. The study sessions will be facilitated by Barry Miller, or other members of the project team as appropriate.

### **2.5 Town Hall Meetings**

Our work scope assumes three "Town Hall" meetings to be held over the course of the project, plus a fourth meeting specifically for the Housing Element. The Town Hall meetings are intended to provide an opportunity for public comment and interaction in a different setting than a Commission or Council meeting. A Town Hall format is proposed rather than large structured workshops (with plan "exercises," breakout groups, and formal presentations) due to the sometimes high expense (and often low attendance) associated with staging, publicity, and production. The Town Hall meetings provide an opportunity for the community to learn more about the plan and share their ideas with staff and the consulting team. It is expected that the Town Hall meetings will be held at the beginning of the project, mid-way through, and near the end. Barry Miller and The Planning Center | DC&E will attend all three meetings; Barry Miller will attend the Housing Meeting, and other members of the team will attend as indicated in the project budget.



## **2.6 Focused Outreach to Stakeholder Groups**

Based on our prior experience with the 2002 General Plan and the 2011 Housing Element, it is recommended that the outreach strategy include direct meetings with existing community organizations in San Leandro. These organizations include various Homeowners Associations, the Chamber of Commerce, neighborhood groups, and others, such as the South Area Business Association Council, Friends of San Leandro Creek, and Building Futures. Utilizing the City's existing "civic infrastructure" may ultimately be a more cost-effective way of reaching the community than holding large General Plan workshops. Surlene Grant of CCP will assist in identifying and reaching out to specific groups. Barry Miller will be the primary team member attending these meetings, as he was during the 1999-2002 Update. The communication strategy developed in Task 2.1 might identify additional tasks to be performed as part of this task.

## **2.7 Resident Outreach Meetings**

Some residents will be very interested in what is going on in their community but will not necessarily be a member of any of the organized stakeholder interest groups targeted in Task 2.6. In order to bring a broad spectrum of new voices into the process, Barry Miller and CCP will organize up to six strategically timed informational meetings where people can learn about the process and how to get involved, whether through face-to-face meetings or online engagement. Preliminarily, these meetings could include meetings at the Senior Community Center or meetings in language-specific formats (such as a Spanish-only meeting held immediately after mass at St. Leander or St. Felicitas). We also recommend one to two Youth Roundtables, incorporating the Youth Advisory Council and middle- or high-school students, contacting teachers to encourage them to incorporate the process into a civic curriculum or offer extra credit for students who participate.

### ***Task 3. Policy and Plan "Audit"***

Barry Miller and Strategic Economics will conduct an "audit" of the City's existing planning policies and planning documents. This task has three components

- ◆ First, it will include a systematic review of all policies and programs in the 2002 General Plan to determine which should be carried forward, edited, or deleted. It is our understanding that the City's primary objective is to "fine tune" its existing Plan and move the time horizon forward, rather than to start from scratch. Thus, it is important to systematically review the existing Plan to

ensure that its policies are still relevant. For the implementing actions, it will be important to identify those that have already been completed, those that are on-going, and those yet to be initiated.

- ◆ Second, the audit will include a review of recent planning documents to identify potential land use, transportation, urban design, economic development, resource preservation, and community service directives that should be incorporated into the General Plan. This would include a review of the Downtown TOD Strategy, the Shoreline Development Master Plan, the Climate Action Plan, the Complete Streets Resolution, the Next Generation Workplace District Study, and similar documents.
- ◆ Third, this audit will set the stage for a targeted economic analysis. Strategic Economics will review the relevant existing studies listed above, and other information that may be available regarding San Leandro's goals and objectives for the City's major commercial/mixed use districts. Following this review, Strategic Economics will meet with City staff, including staff from Planning, Economic Development, and, as appropriate, Public Works, to discuss what the existing information tells the City about how it might need to rethink certain aspects of the General Plan. Strategic Economics will also discuss with City staff how the targeted economic assessment (see task below) will be structured to reconcile area-based goals with both short term market conditions and longer term economic trends. The audit will clarify how the General Plan can and should respond to longer term trends while still supporting goals that the community has already identified.

In addition, Barry Miller will review recent development project EIRs (including Kaiser's), plans for large sites, and other printed and digital materials which could inform the planning process. Barry Miller will also review County and regional planning documents with implications for future land use and transportation decisions, including Plan Bay Area. In addition, Barry will identify policy "gaps" on topics where planning guidance does not currently exist. This will include topics which have been added to the General Plan legislative requirements since the 1992 Plan was adopted, such as complete streets requirements and Native American consultation, and topics which are not covered in the existing Plan but are of interest to residents (e.g., sustainability, greenhouse gas (GHG) reduction, siting of wireless communication facilities, etc.)

The product of this effort will be a comprehensive inventory of potential policies and implementation programs to be integrated into an updated General Plan. The

audit may be organized in Excel spreadsheet format, so it can be sorted in a number of different ways (source document, topic, corresponding General Plan Element, etc.)

City staff responsibilities for this task will include providing direction on which policy documents should be audited, and reviewing and providing feedback on the audit itself.

#### ***Task 4. Collection and Analysis of Baseline Data***

The consultant team will compile the baseline data and draft the narrative text that will provide the foundation for the updated General Plan and EIR. It is expected that some of this data may be gleaned from existing planning documents, and some may be new. Barry Miller still maintains many of the databases and files that were used in the 2002 General Plan and 2011 Housing Element, and can draw on these resources in completing this task. The Planning Center | DC&E has a similar data library from its recent work on the TOD Strategy EIR and the current Shoreline Development Master Plan EIR.

City staff responsibilities on this task will primarily focus on providing City data or documents to the consultant team and being available to respond to requests for information or clarification.

#### **4.1 Demographic and Housing Data**

Barry Miller and The Planning Center | DC&E will prepare a socio-economic and housing profile of San Leandro. The profile will provide the basis for the “Needs Assessment” section of the 2015-2022 Housing Element and will provide a framework for the new General Plan. It will essentially take the Needs Assessment in the previous Housing Element and update it, incorporating data from the 2010 Census, the American Community Survey, the Department of Finance, and other data sources that are more current than those used in the adopted Housing Element. Current data on the characteristics of the housing stock will also be presented, using 2010 Census data and City records on permits and permitting activity.

The profile will also address San Leandro’s demographic forecasts through 2035, as defined by the Association of Bay Area Governments (ABAG) in the biannual Projections series and the more recent forecasts prepared through the Plan Bay Area process. The City’s 2015-2022 RHNA allocation also will be discussed.

The updated demographic information will provide the “Setting” section of the General Plan EIR chapter on Population and Housing, and will provide the overall context for planning within the General Plan document. To the extent feasible, this task will position the City to use the “streamlined” approach offered by HCD in its update of the Needs Assessment in the 2011 Housing Element. However, because the new Element will use 2010 Census data, and more current American Community Survey data, it is expected that most of the content will still be new.

#### **4.2 Targeted Economic Data**

This analysis will focus on providing key strategic information about San Leandro’s core advantages and potential disadvantages, allowing the City to evaluate its goals and objectives for each major commercial/mixed use district within the context of broader real estate market conditions and long-term economic trends. Strategic Economics and Barry Miller will work closely with City staff and decisionmakers to use this information and evaluation to identify General Plan revisions that will strengthen support for community objectives. The results of the analysis might also suggest other kinds of interventions, outside of the General Plan, to leverage unique market strengths like the Lit San Leandro network. In addition, this information will be invaluable for establishing strong linkages between the City’s land use goals and policies, transportation infrastructure investments, and other implementation priorities.

Strategic Economics will evaluate: short term market trends by product type and sub-area; employment trends by subarea (as appropriate); the northern Alameda County “regional” market; and employment/demographic trend data. This quantitative data evaluation will be augmented with key informant interviews, including real estate brokers, developers, and businesses representing key industries in San Leandro. However, based on the results of Task 4.1 above, other data sources may be added, as feasible, or the emphasis of the analysis may shift, depending on the City’s priorities.

The background report to be produced as the end product for this task will provide both general findings regarding San Leandro’s economic niche and market conditions, and also specific recommendations for revisions to the Land Use Element, other existing Elements, or, if desired by the City, a new Economic Development Element. (See discussion under Task 6.2.)

#### **4.3 Land Use Data**

Barry Miller and The Planning Center | DC&E will review the existing land use data files prepared as part of the 2002 General Plan Update, and note the major

changes and shifts that have occurred over the past 12 years. Barry Miller (and City employee Scott Gilliland) compiled this data in 1999-2000 and Barry Miller still has the paper and the electronic files created during that time. Summary text will be prepared to analyze land use patterns, land use conflicts, land use compatibility issues, and development trends in the City. The text will include a discussion of “opportunity sites” and key development issues, with a focus on those areas highlighted in the 2002 Plan (such as East 14<sup>th</sup> Street, the area around the two BART stations, and the “SOMAR” area east of I-880). This task also will include a review of development regulations in the City, including the subdivision regulations and the zoning ordinance. This will help provide the basis for revising the Constraints analysis for the San Leandro Housing Element. The land use data will provide the “Setting” section of the General Plan EIR chapter on Land Use.

#### **4.4 Transportation Data**

Kittelson & Associates would take the lead role in this task. Kittelson will review all the relevant documents to identify existing and planned transportation and circulation issues and improvements, including regional documents like the RTP, Alameda CTC Countywide Plan, and Alameda CTC Complete Streets Guidelines, as well as local studies for the Kaiser Medical Center, Downtown TPD Strategy, Shoreline EIR, and Bicycle and Pedestrian Master Plan. Kittelson will begin by reviewing existing documents, including the current Transportation Element and 2002 General Plan EIR, the more recent TOD Plan and EIR, and the Shoreline Development Master Plan and EIR. Barry Miller will play a supporting role in this process, documenting relevant transportation planning issues, such as parking and traffic calming.

Kittelson will consolidate all existing traffic count data, including City and Caltrans sources. Based on a review of these counts, Kittelson will identify new data collection needs that, when combined with “usable” existing counts, can properly reflect the existing condition of the City’s transportation infrastructure. For the state highway system, Kittelson will use the most recent published traffic volume data from Caltrans for all applicable state facilities (I-880, I-580, East 14<sup>th</sup> Street, Davis Street and Doolittle Drive north of Davis Street), including PEMS data. Use of this published data will obviate the need to collect new data for applicable state highway segments. Kittelson will prepare a memorandum listing the recommended data collection needs by location and the justification for the counts (e.g., age of existing count, needed for model validation, etc.) to City staff for review and approval.

Due to the economic recession from 2007, traffic growth trends have stabilized or may have trended downwards over the past five years. Therefore, Kittelson will assess the representativeness of inventoried traffic counts that are up to five years old to reflect baseline conditions. Kittelson will compare existing and new count data to historical data and recommend adjustments to reflect weekly and seasonal variation.

Based on the traffic count inventory developed, Kittelson may recommend new data collection needs. After approval by the City staff of a data collection plan, Kittelson will administer the data collection work task through a third-party firm. All requisite encroachment permits (City, County and Caltrans as appropriate) will be processed prior to the data collection effort.

For purposes of scoping, Kittelson anticipates up to 25 intersection turning movement count locations. Intersection data collection will be performed during one weekday AM and PM peak 2-hour period and will collect pedestrian and bicycle counts and vehicle counts. After all traffic count data has been processed and input, Kittelson will perform the existing condition traffic operations analysis for state highway segment, local roadways, intersection LOS analysis.

For purposes of scoping, Kittelson anticipates up to 25 2-day 24-hour continuous roadway segment counts with full vehicle classification. (Note: Additional scope and budget would be required to count all 60 locations analyzed in the 2002 General Plan. To the extent possible, Kittelson will use existing sources, recent historical counts and Caltrans counts to supplement some missing locations). However, depending on available data, the ADT analysis may focus on a smaller set of segments.

After all traffic count data has been processed and input, Kittelson will perform the existing condition traffic operations analysis for state highway segment, local roadways, intersection LOS analysis. Intersection LOS will be based on existing lane geometry, existing turn movement volumes, and intersection signal timing sheets.

Collision history data available in SWITRS reports or from City's Citywide Collision Database using the Crossroads software (to the extent City's database software is available to Kittelson) will be reviewed by Kittelson to determine if there are specific intersections or road segments that have experienced more automobile, pedestrian, and/or bicyclist collisions than would be expected. Transit

service will be described, including routes and frequency of service, and presented graphically. Information regarding existing bicycle facilities will be obtained from the 2010 San Leandro Bicycle and Pedestrian Master Plan and confirmed in the field. Maps in the Bicycle/Pedestrian Plan will be reproduced in a summary figure.

Kittelson will review all the relevant documents to identify existing and planned transportation and circulation issues and improvements. Kittelson will use the relevant information in the background reports to develop baseline environmental conditions for transportation. This information will be available to City staff and will be used by Kittelson in the preparation of the traffic setting section of the EIR.

This analysis will include a description of vehicular and alternative transportation facilities, such as roadways, bicycle lanes, trails, public transit routes and stops (bus and rail), and sidewalks. The study will include a discussion of the local and regional policies affecting circulation. Kittelson will also document existing levels of service at key City roadways and intersections and report daily volumes on City roadways. The current General Plan analyzed a total of 31 study intersections. If necessary, this will be supplemented by additional intersections, some that were studied as part of recent EIR's, and potentially expanded up to 35 study intersections through coordination with City staff. The LOS will be performed for weekday AM and PM peak hour for each study area intersection. Results of the analysis will be described in the text and summarized in a Level of Service table. Copies of all calculations will be provided in a technical appendix.

Current City traffic guidelines require that level of service be conducted using the HCM 2000 Methodology. Kittelson will coordinate with City staff whether to keep the analysis in HCM 2000 or update the methodology to more recent methods (HCM 2010).

Based on the analysis described above relative to the applicable performance service standards for each facility analyzed, Kittelson will identify existing deficiencies in the study area. For facilities identified as deficient, Kittelson will confirm these with City (and Caltrans staff for state-owned facilities) based on empirical field observations and other traffic operations analyses that may have been performed for the same facility and location.

In addition, Kittelson will conduct Multimodal LOS (MMLOS) using the 2010 HCM, as implemented by the CompleteStreets LOS software, for key segments of the E.14th Street corridor in San Leandro. This task will require collecting

additional count data to supplement the intersection counts described above. Consultant will develop a baseline LOS for each mode that can be used to inform policies on Complete Streets and MMLOS. Consultant will then conduct the same analysis for the 2035 Proposed General Plan project to identify changes in multi-modal LOS for each mode.

Kittelson will prepare a narrative report on existing transportation and mobility conditions in San Leandro. As appropriate, Barry Miller will contribute to this report to document other transportation issues which may be covered in the General Plan. This will include documentation of 2010 Census (or American Community Survey) data pertaining to travel habits and auto ownership in San Leandro, including number of vehicles per household, journey to work, and median commute time. This information is important in determining the need for programs for persons without access to a car, as well as public transit and para-transit.

#### **4.5 Park, Recreation, and Open Space Data**

Barry Miller and The Planning Center | DC&E will prepare an overview of park, recreation, and open space conditions in the city. The overview will build on the summary previously prepared for the 2002 General Plan, updated to address current conditions and issues. The update will rely on field observations, information from City staff, and information from relevant plans and budget documents. The data collected here will be utilized for the EIR and also will provide the foundation for updating the “parks/open space” section of General Plan Chapter 5, Open Space, Conservation, and Parks.

The narrative will include a discussion of park facilities, underserved areas and underrepresented facility types, and planned improvements. It will also include an overview of recreational programs and unmet needs. The text will address the role of facilities outside the city limits and the importance of facilities operated by other entities, including the East Bay Regional Park District (EBRPD) (Oyster Bay, Lake Chabot, etc.). Current efforts to manage and plan for local open space areas will be described. Joint use agreements between the City and the two school districts also will be addressed. Facilities will be mapped to provide context for the reader.

#### **4.6 Conservation Data**

The Planning Center | DC&E and Environmental Collaborative will collect data necessary to support the “Conservation” portion of the Open Space, Conservation,



and Parks Element of the General Plan (Chapter 5). This includes data on soils, agricultural resources, forestry resources, biological resources, and hydrologic and water resources, which will also be used for the “Setting” sections of the relevant chapters in the General Plan EIR.

Environmental Collaborative will collect and review existing information on biotic resources in the San Leandro planning area and prepare background text identifying vegetation types, wildlife habitats, and known occurrences of special-status species, sensitive natural communities, and wetland features. Information sources will include: environmental documentation for specific development applications in the area; wetlands mapping prepared as part of the National Wetland Inventory (NWI); records on occurrences of special-status taxa and sensitive natural communities maintained by the California Natural Diversity Data Base (CNDDDB); and information on sensitive or special-status taxa available from the City and County, the California Department of Fish and Wildlife (CDFW), and the U.S. Fish and Wildlife Service (USFWS). This task will rely primarily on existing information and a one-day field reconnaissance survey. No detailed surveys are proposed as part of our scope, or are believed necessary due to the nature of the proposed update process. Environmental Collaborative’s recent experience on the Shoreline Development Master Plan EIR should facilitate the efficient completion of this task.

The narrative will describe existing biological and wetland resources in the planning area, including a summary of existing vegetation types, wildlife habitats, and known occurrences of special-status species, sensitive natural communities, and wetland features. A table of special-status species in the San Leandro vicinity will be prepared. Maps of existing vegetation, known occurrences of special-status species and sensitive natural communities, and NWI wetlands will be prepared for comparison to areas with development potential within the city limits and Sphere of Influence (SOI). Current conditions along San Leandro Creek will be noted, as they were in the previous General Plan and EIR.

The Planning Center | DC&E will address soils, agricultural, and forestry resources as part of this task. The Planning Center | DC&E also will take the lead in documenting hydrologic and water resources, including water quality. This will include regional and area-specific hydrologic and storm drainage conditions, an identification of receiving waters, and a description of existing storm drain infrastructure. Publicly available information on the existence and use of wells in the city will also be presented. Based on existing information, surface and groundwater quality in the city will be described. The description and analysis of

groundwater quality will be coordinated with the hazards and hazardous materials analysis.

Other data relevant to the Element also will be documented. This would include data on energy and mineral resources.

#### **4.7 Sustainability Initiatives Inventory**

The 2002 General Plan incorporated sustainability principles, but did not include detailed information on local sustainability initiatives (since such initiatives had not yet been developed). The use of sustainability as an organizing planning principle has evolved in the last decade and now warrants greater coverage in the General Plan Update. We recommend that this be achieved by weaving sustainability principles throughout the General Plan as a unifying theme or “thread.”

To lay the groundwork for sustainability policies, Barry Miller will document existing sustainability initiatives in San Leandro, including the Climate Action Plan. Narrative text will be drafted on the City’s waste reduction and recycling programs, water and energy conservation programs, green building efforts, environmental education programs, and urban forestry and community gardening initiatives. Related land use and transportation initiatives (including bicycle and pedestrian improvements and land use or zoning strategies to reduce auto dependency) will be documented.

#### **4.8 Environmental Hazards Data**

Data necessary to support the Environmental Hazards Element of the General Plan (Chapter 6) will be collected. The starting point for this overview will be the existing 2002 General Plan and its accompanying EIR. Plans and EIRs prepared since 2002 also will be consulted. This task also corresponds to the “Setting” sections of the General Plan EIR chapters addressing geologic hazards and hazardous materials. Flooding, landslides, and emergency preparedness will also be addressed (separate tasks have been proposed for other environmental hazards topics, including noise data/analysis and air quality data/analysis; see Tasks 4.9 and 4.10).

The Planning Center | DC&E will provide a description of existing geologic conditions in the city, relying on information from recent geotechnical reports and studies, including the 2002 Plan and more recent planning studies. Soil conditions (including erosion hazards and shrink-swell potential) will be described. Potential earthquake sources will be evaluated. Because of the City’s proximity to the

Hayward Fault, it will be essential to address the potential for ground failure, ground shaking, liquefaction, and other geologic hazards.

The Planning Center | DC&E also will review available environmental databases to describe known and potential subsurface contamination in the city and the immediate vicinity, including leaking underground storage tanks. Development in areas with known or potential contamination could pose a threat to human health and/or the environment if the materials are not properly identified and managed. Hazardous materials storage, handling, and transportation issues also will be addressed.

The Planning Center | DC&E will discuss the extent of and likely risks associated with hazardous building materials. We will identify any hazards to navigable airspace associated with airports. Additionally, we will describe emergency response and evacuation plans for the City and evaluate the risk of loss of life or property damage associated with wildland fires and flooding. Federal, State, and local plans, laws, and regulations will also be described.

#### **4.9 Noise Data**

The Planning Center | DC&E will review the existing Noise Element of the General Plan, review aerial photography, and collect ambient noise level measurements to document the existing noise conditions in the city. Ambient noise monitoring will include a combination of short- and long-term noise measurements to be taken at up to 16 locations in San Leandro. These locations, envisioned to consist of three long-term (24-hour) and thirteen short-term (typically, 15 minutes) monitoring sites, will be selected by the consultant in coordination with City staff to identify and quantify the major roadway noise sources, including the I-580 and I-880 freeways, primary City arterials, and aircraft over-flights from Oakland International Airport. The focus will be on the key sites identified for housing development opportunities.

A 2014 noise contour map will be prepared based upon the data collected during the noise monitoring survey and traffic data provided by Kittelson. The existing conditions summary will also discuss applicable thresholds for ground vibration.

#### **4.10 Air Quality and Greenhouse Gases Data**

The Planning Center | DC&E will describe current air quality within the San Francisco Bay Area Air Basin (Air Basin) in the vicinity of San Leandro, existing levels of criteria air pollutants available from the nearest air quality monitoring station, and a summary of regulations adopted to reduce health-based impacts

associated with poor air quality. This assessment will also identify major sources of air pollution, recommended buffer distances based on the Bay Area Air Quality Management District's (BAAQMD) screening tools, CARB guidance, and the California Air Pollution Control Officer's Association (CAPCOA) guidance, and identification of areas where new sensitive land uses would require additional recommendations to reduce risk.

The Planning Center | DC&E will review data collected through the City's Climate Action Plan and recent EIRs regarding existing and projected GHG emissions in the city. In order to ensure internal consistency within the General Plan EIR, we will include a community GHG emissions inventory for existing (CEQA baseline) environmental conditions and GHG emissions at the General Plan Horizon year (assumed to be 2035). The GHG inventory for CEQA baseline and buildout will be modeled using the latest modeling tools (e.g., EMFAC, CalEEMod, OFFROAD). The boundaries of the community-wide GHG emissions inventories will be based on a combination of sectors under the City's control. For example, the transportation sector will be based on vehicles miles traveled (VMT) generated by trips that start or end in the City and exclude trips that pass through the City.

#### **4.11 Community Design Inventory**

Barry Miller and The Planning Center | DC&E will prepare an updated summary of existing urban design and aesthetic conditions in San Leandro, using the inventory in the 2002 General Plan as the starting point. This will provide the basis for updating community design policies (General Plan Chapter 7) as well as the Aesthetics and Visual chapter of the EIR. This task will include an updated inventory of the city's defining visual and urban design characteristics, including important views and vistas.

Barry Miller prepared a very detailed visual survey and characterization of San Leandro's neighborhoods as part of the 2002 Plan. This information will be updated based on land use changes and new development over the last 12 years. Different architectural styles and design features of the city will once again be documented, as they were in 2002, and important aesthetic qualities of public spaces and streets will be noted. This task also will include a summary of the City's design review program, including design review requirements and the guidelines used by the City to evaluate additions, alterations, and new construction. Important and emerging community design issues will be documented, providing the basis for new policies.

#### **4.12 Cultural Resources Data**

Barry Miller, The Planning Center | DC&E, and Tom Origer & Associates will prepare a summary of cultural resources in San Leandro, including historic and archaeological resources, and cultural programs. Barry Miller previously prepared General Plan level documentation of historic resources for the 2002 General Plan (Chapter 6). This information will be updated, and expanded to cover archaeological resources and other important historic data not previously addressed. Tom Origer & Associates will examine records from the Northwest Information Center of the California Historical Resources Information System. In addition, a request for information and consultation will be made to the Native American Heritage Commission (pursuant to SB 18) and to local tribes and individuals. Local, State, and federal policies, laws and regulations regarding the treatment of cultural resources will be summarized.

#### **4.13 Community Services and Facilities Data**

The Planning Center | DC&E and Barry Miller will provide a narrative description of existing water, sewer, storm drainage, solid waste, and recycling services; as well as an assessment of police, fire/EMS, school, child care, senior, and library services. This will provide the foundation for updating Chapter 8 of the General Plan.

As part of this task, the project team will interview staff in appropriate City departments, the San Leandro and San Lorenzo Unified School Districts, and local utilities. The intended level of detail will be suitable for both the General Plan and the EIR.

The task will include the collection and presentation of data on police and fire response times, fire-fighting equipment, crime, and types of service calls. School District data would include a facility inventory, a summary of current enrollment and enrollment trends, and a description of long-term capital improvement plans. Facility planning and management issues, and the joint use of school facilities for civic and recreational purposes would also be covered. Private school and child care facilities also will be addressed.

Existing water and sewer systems will be described, and issues relating to infiltration/ inflow, and system maintenance, pressure, and pipe replacement will be covered. Information on the City's solid waste collection services will include a discussion of source reduction, recycling, yard waste collection, and construction and demolition debris disposal. New information would be added on the City's recent fiber optic and communication infrastructure improvements.

***Task 5. Policy Development and Land Use Map Update***

**5.1 Develop New General Plan Policies and Actions**

The development of new (or updated) policies and actions is one of the most critical tasks in the General Plan Update. This task builds on the outcome of Tasks 2, 3, and 4. It synthesizes existing conditions data, existing policies, and community input to generate new or edited policies for the updated Plan.

Barry Miller will draft a set of updated goals, policies, and actions to be incorporated in the new General Plan. For issues where policy choices exist, different policies may be drafted for discussion. Policies will be accompanied by actions (or programs) which provide guidance on implementation. As in the existing General Plan, some of these actions might reference on-going activities or operating procedures, and others might call for specific projects or directives to be taken by the City after the Plan is adopted.

One of the key areas of policy change in this General Plan Update will be the Circulation Element. Barry Miller will have primary responsibility for updating Circulation Element policies, with technical review by Kittelson. Policy recommendations will address existing policies like LOS thresholds, and potential policies for multimodal LOS standards or context-sensitive LOS standards, as well as critical new policies implementing the City's adopted Complete Streets resolution. Kittelson will review the Complete Streets policies and address the implications of implementing these on the Circulation Element. The review will identify how the current Circulation Element addresses all transportation system users, and evaluate how Complete Streets policies could be applied in San Leandro. Kittelson will review these policies and provide input to the team on the implications of implementing these in San Leandro.

After review by City staff, it is expected that draft policies and actions will be vetted with the Planning Commission (in their capacity as the GPAC) through a series of topical study sessions. Each Study Session will be structured to review a major General Plan subject area (e.g., the Land Use Map, Transportation, Hazards, Parks, Sustainability, etc.). Commission members will review policies and actions and offer feedback to the consultant team on wording, additional topic areas, and the appropriateness of various measures. Other commissions will be consulted as appropriate.

As with other Planning Commission meetings, each meeting will be publicly noticed and advertised to an email list of interested parties. Time on each agenda will be dedicated to public comment. Draft materials (e.g., narrative and/or potential policies) will be provided to the Commission (and posted to the website) the week prior to the meeting, providing time for advance review. As appropriate, this task will include briefings to the City Council and other City commissions.

### **5.2 Revisions to the Land Use Map**

This will be a collaborative task conducted jointly by Barry Miller, The Planning Center | DC&E, and Planning Department staff. General Plan Land Use categories will be reviewed. Changes to existing categories and density/ intensity ranges will be made if needed. Designations will then be assigned to the Map based on existing land use, existing zoning, and adopted planning initiatives.

**It is expected that minimal changes to the currently adopted General Plan Map will be made through this process.** Barry Miller worked with City staff recently (in 2011) to update the Land Use Map to incorporate the TOD Plan, the Kaiser Hospital amendment, and other policy changes and recent developments. While some changes may be required to reflect the Shoreline Development Master Plan, the designations on the current General Plan Map are not expected to change substantially. There may be minor edits to reflect land use changes since 2011 and map changes which are consistent with existing initiatives or programs. Definitions of General Plan categories also may be edited. Minimizing map changes will reduce the scope and cost of the EIR and keep the dialogue focused on the resolution of existing planning issues (such as traffic, economic diversification, and community character).

Once the updated map is prepared, Barry Miller will prepare the land use data inputs needed for traffic modeling. This task typically requires an estimate of the number of households and jobs to be added to subareas (traffic analysis zones) within the city. Citywide forecasts from ABAG will be used to establish parameters for this process. The projections will cover land within the city and also land outside the city but within the SOI and Planning Area.

### **5.3 Qualified GHG Emissions Reduction Strategy (OPTIONAL TASK)**

The City of San Leandro adopted a Climate Action Plan (CAP) in 2009. Subsequently, both the State and the Bay Area Air Quality Management District have adopted criteria clarifying what a CAP must include in order to be considered a “qualified” plan for the reduction of greenhouse gas emissions, as well as incentives for communities that do adopt a “qualified” plan. A CAP or GHG

strategy (the terms are often used interchangeably) is typically a separate document from the General Plan, but may be prepared more efficiently if it is completed at the same time as the General Plan Update is underway. In this optional task, the consultant team would update San Leandro's adopted CAP into a "qualified" GHG strategy, bringing it into conformance with current State and BAAQMD guidance. Once the City has a qualified GHG reduction strategy in place, future individual projects that are consistent with the measures in the strategy are excused from having to do their own GHG analysis in the project-specific EIR.

The consultant team would:

- ◆ Update/adjust the 2008-2009 inventory in the adopted CAP, based on assumptions, to a current baseline.
- ◆ Prepare a 2020 Forecast of GHG emissions under a "business as usual" (BAU) scenario, based on the traffic model and VMT data being used for the General Plan and its EIR, as described in Task 4.1, above.
- ◆ Assist the City in selecting a target for GHG emissions reductions (e.g. % reductions vs. per capita reductions, reductions from existing vs. reductions from BAU). This may be the same target in the adopted CAP, or a new target.
- ◆ Propose a menu of potential GHG emissions reduction strategies in a number of sectors: transportation, land use, energy use, water conservation, solid waste reduction, etc. These will be drawn from the adopted CAP to the maximum extent possible.
- ◆ Prepare a 2020 Forecast of reduced GHG emissions that would be achieved by individual measures that the City elects to consider/adopt, as well as an additional future year forecast beyond 2020 (future year to be determined in consultation with the City and BAAQMD).
- ◆ Re-run the model if the suite of reduction measures changes after public deliberations to see whether the City will still achieve its identified target.

This scope assumes that the qualified GHG reduction strategy will be substantially based on the adopted CAP in its format and content. The minimum revisions necessary would be made to bring the adopted CAP into compliance with current requirements.



### ***Task 6. Preparation of Draft General Plan***

The purpose of this task is to prepare a current, clearly written, legally adequate General Plan that captures San Leandro's recent planning initiatives while providing a framework for future initiatives. Like the current General Plan, the updated Plan will articulate a clear vision and define the relationship of established plans and programs to one another. The Plan should clearly define San Leandro's growth and conservation priorities for the next two decades.

City staff responsibilities for this task will include reviewing and providing comments on an Administrative Draft and Screencheck Draft of the General Plan document.

Drafting the Plan includes a number of subtasks, defined below:

#### **6.1 Prepare Required General Plan Elements**

Barry Miller will draft the required elements of the San Leandro General Plan.<sup>1</sup> This will include:

- ◆ An "Introduction" which explains the purpose of the Plan, the update process, the organization of the document, and how to use the Plan. The 2002 General Plan Introduction will be used as the foundation for this chapter, updated as appropriate.
- ◆ An updated "Framework" chapter (Chapter 2: "San Leandro in Perspective") which describes the regional setting and history of the City; basic population, household, and employment data (including forecasts); major planning issues; and the major themes (or guiding principles) of the General Plan.
- ◆ An updated Land Use Element, including the information collected in Task 4 regarding existing land uses, the Land Use Map and definitions of the Land Use categories, updated profiles of the city's neighborhoods, updated profiles of business and industry, and new narrative text on Focus Areas. As with the current Land Use Element, each section of the chapter will include goals and policies to guide future land use decisions. This Element will also address growth management, annexation, and land use issues related to the SOI.

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<sup>1</sup> The 2015-2022 Housing Element is identified as Task 7 of its scope of work and is not listed here.

- ◆ An updated Transportation Element, including a description of existing travel modes and forecasts of future traffic conditions. The Element will include maps of the existing and proposed circulation system in San Leandro. The Element may be updated and reorganized to better reflect Complete Streets concepts and requirements. Goals and policies relating to various modes of transportation and transportation issues will be revised and supplemented as needed. As noted above, new policies are expected to address multi-modal circulation and potential revisions to Level of Service standards. Issues such as parking and goods movement also will be considered. Although Barry Miller will prepare this Element, Kittelson & Associates will also be engaged to ensure that the Plan's policies are fully responsive to projected circulation conditions and the community's expressed desires for the circulation system, and are feasible to implement from a traffic engineering standpoint.<sup>2</sup>
- ◆ An updated Open Space, Conservation, and Parks Element. Chapter 5 of the existing General Plan will be updated to reflect current conditions, issues, and policies. The chapter will continue to focus on park and recreational facilities, San Leandro Creek, and the management of natural resources, such as wetlands, water, and energy. An important focus of updates to this Element will be an enhanced emphasis on sustainability. Per State law, this Element will include measures to protect water and air quality, creeks, energy and mineral resources, archaeological resources, and plant and animal resources. Technical staff from The Planning Center | DC&E, Environmental Collaborative, and Tom Origer & Associates will provide input on the adequacy of current General Plan policies in protecting sensitive natural and cultural resources. As appropriate, revised policies in this Element will be structured so they mitigate the expected environmental impacts of future growth, thereby reducing the need for additional mitigation measures or significance findings in the EIR. Maps of special-status species, sensitive natural communities, wetlands, and vegetation and wildlife habitat cover types will be prepared by The Planning Center | DC&E, under the direction of Environmental Collaborative. Urban agriculture and green stormwater practices will also be addressed.

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<sup>2</sup> If deemed necessary for grant qualification purposes, Barry Miller will prepare an interim amendment to the Transportation Element in 2014 to incorporate language from the Complete Streets Resolution adopted by the City Council in 2013.

- ◆ An updated Environmental Hazards Element. Chapter 6 of the existing General Plan will be updated. Per State law, this Element will continue to address seismic and other geologic hazards, flooding, wildfire risks, hazardous materials, and noise. It will also address emergency preparedness and public health. Again, policies will be structured so they mitigate the expected environmental impacts of future growth, thereby reducing the need for additional mitigation measures or significance findings in the EIR. Additional policies may be developed to address issues such as sea level rise and GHG emission reduction, and to address current issues related to airport noise.

As in the current Plan, each element will include background text, and a clearly organized hierarchy of goals, policies, and implementation measures. Maps and graphics will be developed for each element. The range of issues to be covered will include those mandated by the State, as well as any additional issues identified by Staff, the Planning Commission, and the City Council. Where necessary, policies will be followed by narrative text that explains or elaborates on their intent.

## **6.2 Prepare Other General Plan Elements**

The existing General Plan includes two “optional” elements, including a Community Design and Preservation Element (Chapter 7) and a Community Services and Facilities Element (Chapter 8). Both of these will be updated as described below:

- ◆ The Community Design and Preservation Element will continue to describe San Leandro’s form and character and include policies to preserve and enhance the visual quality of the community. New policies might be considered to reflect the current design vision for Downtown, East 14<sup>th</sup> Street, the two BART station areas, the marina, and the city’s employment districts. This Element might also include new policies on historic and archaeological resources, and other aspects of the built environment. Revisions to the existing Element will be considered to reflect the recent Complete Streets Resolution and other issues raised during the public engagement process.
- ◆ The Community Services and Facilities Element will continue to address police and fire services, schools and other educational services, child care, senior care, and utilities. The Element will be updated to reflect current data on each service category, new forecasts, and relevant planning issues. Policies and actions will be amended as appropriate, based on public input and input from City departments and service providers.

We recommend that the City consider adding an Economic Development Element to its General Plan. It is worth noting that most of the recently prepared General Plans in Alameda County have included such an element (e.g., Fremont, Newark, and Hayward), and that having an Economic Development Element is *itself* part of the economic development strategy in these cities. An Economic Development Element can be a useful tool to articulate a vision for the future of San Leandro's economy, along with strategies for achieving that vision.

This optional Element would be built off of the findings of the policy and plan audit in Task 3, the targeted economic analysis and key informant interviews in Task 4.2, and resulting conversations with City staff and decisionmakers. Preliminarily, we anticipate that this new Element would include business attraction, retention, and expansion policies, describe existing and potential workforce development initiatives, and identify the steps the City can take to foster economic prosperity for local businesses. The Element would address the land use (and zoning) implications of its economic development goals, and identify ways to leverage the City's recent investments in technology and communication infrastructure. Policies for specific sectors, such as industry, hospitality, retail, and office could be considered. The Element would also address topics such as marketing and branding of San Leandro.

Some of these topics are currently covered in the "Business and Industry" section of the Land Use Element. Repackaging them in a separate Plan element would provide a framework for some of the economic development initiatives that have been implemented in recent years. Because similar policies already exist within the General Plan, shifting them to a new Element would not change or increase the regulatory burden, and could have dual benefits of both streamlining the Land Use Element and demonstrating the City's prioritization of economic development. The Element could ultimately give the City a competitive edge relative to other cities in the East Bay, and better define San Leandro's economic strengths and opportunities.

### **6.3 Plan Production and Revision**

Barry Miller will take the lead in combining the chapters described above into an internally consistent Administrative Draft General Plan document. It is expected that there will be two iterations of this document before a Public Review Draft is released.

- ◆ The **Administrative Draft** will most likely be submitted one chapter at a time over a period of several months, with review by staff and the Planning Commission.
- ◆ The **Screencheck Draft** will incorporate changes based on comments from the Commission, other reviewers, and Staff.
- ◆ The **Public Review Draft** will incorporate any final changes, as well as maps and graphics.

Barry Miller and The Planning Center | DC&E will manage the release of the Draft General Plan, including printing and publishing of the document, developing a PDF version for web posting, and preparing press releases and notices of the document's availability.

### ***Task 7. Preparation of 2015–2022 Housing Element***

Barry Miller will update the San Leandro Housing Element to meet the City's 2015-2022 Regional Housing Needs Allocation (RHNA). As requested by the City, our team will explore the feasibility of using HCD provisions for streamlining in order to expedite some of the tasks listed below. However, it should be noted that even with streamlining, the basic tasks required to move the planning horizon forward to 2015-2022 still require a substantial level of effort. The primary benefit of streamlining is expedited review by HCD, rather than a reduced work effort to prepare the Element.

#### **7.1 Reconnaissance with HCD**

Barry Miller (and City staff, if desired) will meet with HCD staff in Sacramento to discuss the project, review the impacts of legislative changes since the current Element was submitted, and establish expectations for the revised element. Establishing face to face rapport with State reviewers can build a spirit of collaboration, and can help reconcile issues that might come up later on. The feasibility of using HCD's streamlined approach will be confirmed at this time.

#### **7.2 Evaluate Previous (2007-2014) Housing Element**

Pursuant to statutory requirements, Barry Miller will complete a review of the current (2007-2014) Housing Element. This will include a summary of results, a comparison of planned objectives with actual achievements, and a summary of the implications for the new Element. The results will be quantified where possible. The effectiveness of each policy and action program will be evaluated, and the

progress made in implementation will be assessed. The appropriateness of existing policies and action programs will be determined, and recommendations will be made for improving the existing Element's effectiveness. The effects of new or pending legislation also will be considered. City staff will be responsible for providing quantitative and qualitative feedback on the effectiveness of existing policies and action programs.

### **7.3 Prepare Needs Assessment**

This task will essentially restate the baseline conditions narrative prepared in Task 4.1 using the Housing Element format. The Needs Assessment will provide the reader with a basic understanding of the major demographic and housing characteristics of the city. Trends in population age, ethnicity, income, household type and size, tenure, total numbers of units, and housing affordability will be documented. Overpayment and overcrowding also will be analyzed. The report will also cover the characteristics of persons with special housing needs, including the elderly, disabled, homeless, farmworkers, single parents, and those with extremely low incomes.

This task will also assess the City's efforts to conserve any subsidized housing at risk of converting to market rate, and the level of risk associated with expiring subsidies during the planning period. It will also review residential energy conservation measures, particularly efforts to reduce energy costs for lower income households. It will summarize the City's efforts to comply with the Fair Housing Act.

### **7.4 Prepare Inventory of Adequate Sites**

Barry Miller will complete the State-mandated adequate sites analysis. The starting point for this analysis will be the 2007-2014 inventory. Each of the listed sites will be field-checked to determine if they are still available, and to update information on General Plan designation based on the new Land Use Map. Additional sites will be added to the inventory as appropriate. Sites will be characterized based on their ability to support different densities of development, to ensure that the City can meet its low and very low RHNA targets. Barry Miller will coordinate directly with City staff to conduct any needed GIS analysis and to prepare maps of the available sites.

The product of this task will be an updated Excel data base that lists all sites in rows, with attributes in columns. Among the attributes will be mailing address, Assessor Parcel Number, General Plan and Zoning designations, existing use, maximum potential units per acre, realistic number of potential units, and any issues or constraints associated with reuse.

### **7.5 Evaluate Constraints to Housing Development**

Barry Miller will complete the State-mandated constraints analysis. Zoning regulations, such as minimum lot size standards, maximum densities, lot coverage requirements, height limits, and use permit requirements, will be addressed, just as they were in the 2007-14 Element. Consistent with State law, the analysis will also address constraints to particular housing types, including second units, emergency shelters, SROs, and transitional housing.

This task will also look at the building and permitting process in San Leandro, including factors such as processing times, locally unique building code standards, fees (compared to other cities), and site improvement requirements. Design review and subdivision standards also will be reviewed.

Non-governmental constraints will be assessed as part of this task. These include the availability of infrastructure, traffic congestion, school capacity, and environmental constraints. Financial constraints also will be considered. This includes land and construction costs, and issues surrounding financing and mortgage lending practices.

In the event the City uses the streamlined approach to updating its Housing Element, this task will use the existing Housing Element constraints chapter as its baseline, with redlining added to note edits and changes.

### **7.6 Prepare Goals, Policies, and Quantified Objectives**

Barry Miller will prepare the goals, objectives, and policies for the revised Housing Element. The 2007-2014 numerical objectives will need to be replaced with new numerical targets, and the action programs will need to be updated to cover the 2015-2022 period. Existing policies will be carried forward to the greatest extent possible, taking advantage of the fact that the City's existing Housing Element was certified less than three years ago. Where feasible and appropriate, new policies will be added to address emerging housing issues and other issues that may have been raised during the General Plan Update process.

### **7.7 Prepare Action Program**

Implementing actions and programs will be developed to achieve the goals and objectives identified in Task 7.6. Again, many of these actions and programs are expected to be carried forward from the 2007-14 Element. For each action, a priority will be assigned, responsible parties will be identified, and an estimated timetable for implementation will be provided.

### **7.8 Produce Administrative Draft for Staff and HCD Review**

An Administrative Draft Housing Element will be compiled, with chapters roughly corresponding to the subtasks listed above. City staff will be responsible for circulating, reviewing, and commenting on the Administrative Draft. The revised Administrative Draft will then be submitted to the State Department of Housing and Community Development for a first-round review. Following the receipt of comments from HCD, a meeting or conference call with the State reviewers will take place to discuss their comments and the necessary revisions to be deemed compliant.

### **7.9 Liaison with HCD and Response to HCD Comments**

Barry Miller will prepare an official “response to HCD comments” document for HCD, identifying text changes, edits, additional data, and other explanations necessary to respond to the HCD letter. As feasible, drafts of revised language will be circulated to HCD for “informal” review, comment, and further revision. Early submittal of the Admin Draft 2015-2022 Housing Element is recommended to ensure adoption by the statutory target. This task includes liaison with HCD staff, including in-person meetings as needed to ensure effective communication and response. The task concludes when staff has reasonable assurance that the proposed revisions will result in an HCD compliance determination.

### **7.10 Produce Public Review Draft Housing Element**

Barry Miller will incorporate the responses to comments on the Administrative Draft, including staff and HCD comments, and produce the Public Review Draft Housing Element. Photographs and other graphics will be added, and maps will be inserted. Like the other elements of the General Plan, the Housing Element should be attractively formatted. The Housing Element will continue to be a freestanding document, which functions independently of the other chapters of the General Plan. A “summary” of the Element will be prepared for later use as an insert in the General Plan (similar to Chapter 9 in the 2002 General Plan).

A copy of the revised public review draft will be resubmitted to HCD. The timing of this submittal should be such that a “pre-certification” letter can be provided by HCD prior to the Council adoption hearing.

### **7.11 Planning Commission and Council Hearings**

Because the Housing Element will precede the other elements of the Plan, a separate set of public hearings will be required to adopt the document. Barry Miller will attend one Planning Commission hearing and one City Council hearing. The Planning Center | DC&E will also prepare an Initial Study and Mitigated Negative



Declaration (IS/MND) for the Housing Element, since it will likely be brought forward before completion of the General Plan EIR. This scope and cost assumes that the City will not need to redesignate any parcels in order to identify adequate sites, and that the IS/MND can therefore rely on existing environmental documentation. No new technical studies are proposed solely for the environmental review of the Housing Element.

***Task 8. Environmental Review***

It is expected that all members of the project team will be involved in preparation of the General Plan EIR. The Planning Center | DC&E will have the lead role in this task and will coordinate the work of the technical subcontractors. Barry Miller will contribute to the drafting of the Project Description and Alternatives. He will also work closely with the EIR team to identify any new policies that may be necessary to mitigate potential Plan impacts.

**8.1 Prepare Notice of Preparation and Conduct Scoping Meeting**

The Planning Center | DC&E will prepare the Notice of Preparation (NOP). Following the end of the 30-day public review period, we will review each comment and letter received. The Planning Center | DC&E will attend a public scoping session and record all public comments. After the meeting, The Planning Center | DC&E will summarize all public and NOP comments to be addressed in the Draft EIR.

**8.2 Prepare Project Description**

The Planning Center | DC&E will prepare a project description including project objectives and details of the changes proposed in the General Plan Update. We will work with City staff and Barry Miller to ensure that the net change that could result from implementation of the General Plan Update is clearly described and quantified, to the extent feasible. Although this is envisioned as a Program EIR, we will look for opportunities to maximize the use of the EIR in the review of future development projects.

As part of the Project Description, The Planning Center | DC&E will calculate buildout of the project to be evaluated in the EIR. City staff will need to review and approve the methodology used for this calculation. The Planning Center | DC&E will prepare an administrative draft set of buildout numbers, make any changes needed, and provide staff with an opportunity for a final review before using those numbers as the basis for evaluation in the EIR. Preliminarily, we recommend that the quantitative analyses in the EIR (traffic, noise, air quality,

GHG, public services, and utilities) be based on a conservative analysis of the amount of development expected to occur by the horizon year of the General Plan (assumed to be 2035). We will also calculate the maximum theoretical buildout that could occur if every parcel was developed to its maximum allowed intensity for the purposes of full disclosure, but do not recommend that this calculation be used for the quantitative analyses in the EIR.

### **8.3 Prepare Significance Criteria**

The Planning Center | DC&E will prepare draft significance criteria for each environmental topic that will be considered in the EIR. We will base the criteria on policies in the General Plan Update and other City policy documents; relevant policies from regional and State agencies, including the BAAQMD; and Appendix G of the CEQA Guidelines. We will also review the latest case law relevant to significance criteria given several cases are currently being considered by the courts. A draft of the significance criteria will be submitted to the City for review and acceptance prior to the team conducting any impact analyses.

### **8.4 Document Setting, Impacts, and Mitigation Measures**

This is the major focus of the EIR. Each environmental topic section will include: (1) a description of the existing setting relevant to the General Plan Update, including existing conditions and regulatory settings; (2) significance criteria; (3) impacts evaluation; and (4) recommended General Plan policies (or mitigation measures and improvement measures, if any) to reduce impacts. The Planning Center | DC&E will be responsible for consistency across all topics and collaboration across all team members.

The “setting” section will be drawn from the work done in Task 4. The “impacts” analysis will consider probable future growth levels, including construction impacts and cumulative impacts. The policies presented in the draft General Plan Update will be evaluated to determine the efficacy of reducing identified potential impacts to less than significant levels. Generalized mitigation measures in the form of policies will be drafted, as needed, to reduce or eliminate any remaining impacts to less-than-significant levels. Preparation of the Draft EIR will be done in tandem with the drafting of the General Plan elements. Policies in the elements will be added or edited as necessary so the Plan becomes self-mitigating to the greatest extent possible.

#### **a. Land Use and Planning**

The Setting section of the EIR will be based on the Land Use report prepared in Task 4. It will include a description of the regional and local land use pattern and a

summary of existing land use regulating documents, including the General Plan, Zoning Ordinance, and other plans that guide development within the City. Based on the land use significance criteria, The Planning Center | DC&E will assess potential land use and planning policy impacts that may result from implementation of the General Plan Update.

While the land use pattern is not anticipated to change substantially as a result of the General Plan Update, the Draft EIR will also evaluate policy and design changes that have an effect on buildout. For example, a change in allowable building heights, density, or the City's development policies could have land use impacts. The Draft EIR also will evaluate proposed General Plan policies to determine any conflicts with existing plans and adopted policies, such as the Zoning Ordinance and Climate Action Plan, and to determine if any policies may cause a physical division to established neighborhoods.

b. Visual and Aesthetics

The aesthetics analysis will review General Plan Update policies and programs that may impact scenic vistas and other resources, as defined in the Update, such as views of the hills or the Bay. The Planning Center | DC&E will describe existing visual resources within the city, based on the Existing Conditions data collected in Task 4. The setting will include a description of scenic views and corridors within and adjacent to the city. Each resource will be described, photographed, and mapped to provide context for the reviewer. Based on the aesthetic resource significance criteria, The Planning Center | DC&E will assess potential significant aesthetic impacts, such as impacts on scenic views and corridors. If necessary, mitigation measures to reduce aesthetics impacts to a less-than-significant level will be recommended in the form of additional or revised General Plan policies.

c. Air Quality and Community Health Risk

In accordance with the BAAQMD's CEQA Guidelines, The Planning Center | DC&E will prepare a Plan-Level air quality analysis. Because the BAAQMD has identified Western Alameda County as an impacted area with elevated community risk and hazards impacts, the air quality section of the EIR will include an assessment of "community risk."

The air quality analysis will include a qualitative analysis of criteria air pollutants and precursors generated from buildout of the proposed land uses plan. Buildout of the General Plan would be expected to generate emissions from an increase in trips and vehicle miles traveled (VMT) associated with land uses within the City. The

potential increase in VMT, provided by Kittelson, will be discussed in relation to the projected population increase.

The Air Basin is currently in nonattainment for particulate matter and for ozone. The Plan-level air quality analysis will include a consistency evaluation of the General Plan to the BAAQMD's land use and transportation control measures within the Air Quality Management Plan.

The air quality impact analysis will also describe land uses within the city that have the potential to generate nuisance odors. Buffer distances and/or control measures for odor sources listed in the BAAQMD's guidelines will be incorporated.

The Planning Center | DC&E will evaluate community risk and hazards based on guidance in BAAQMD's draft *Community Risk Reduction Plans for Toxic Air Contaminants (TAC) and Fine Particulate Matter (PM<sub>2.5</sub>): Community Development Guidelines*. The community risk and hazards evaluation will include a discussion of potential health risks from air toxic contaminants (TAC) and PM<sub>2.5</sub> in San Leandro. For land uses within areas mapped as having elevated risk, the EIR will detail performance standards for future development projects, which could become General Plan policies and programs.

Measures to mitigate air quality impacts will be evaluated. Needed mitigation would likely take the form of new mandatory General Plan policies or programs that could be incorporated into the Land Use, Transportation, and/or Open Space, Conservation, and Parks Elements to make the General Plan self-mitigating.

d. Greenhouse Gases

Implementation of the City's General Plan Update would be expected to increase GHG emissions from energy use (natural gas and electricity), transportation sources, water use and wastewater generation, and solid waste disposal. The EIR will evaluate the impact from the change in GHG emissions in the City compared to CEQA baseline conditions (assembled in Task 4.10), pursuant to BAAQMD's thresholds.

The GHG section in the EIR will also discuss the City's commitment to reducing GHG emissions in accordance with the GHG reduction goals of Assembly Bill 32 (AB 32) and Senate Bill 375 (SB 375). Project consistency with the California Air Resources Board's 2008 Scoping Plan and 2013 Scoping Plan Update and Plan Bay Area (as the region's SCS) will also be reviewed. San Leandro's 2009 CAP included a community-wide GHG emissions reduction target of 25 percent below 2005

levels by 2020. The City's existing 2009 CAP GHG emissions reductions goals and actions help to ensure that the City is doing its part in assisting the State in achieving the GHG reduction goals identified in Assembly Bill 32 and Executive Order S-03-05. The EIR will include a consistency evaluation with the City's GHG reduction measures identified in the City's 2009 Climate Action Plan. Since adding support for the Climate Action Plan specifically, and sustainability in general, is one of the goals of this General Plan Update, we expect that the EIR will find that the General Plan is consistent.

e. Biological Resources

The existing conditions data collected in Task 4.6 will be synthesized to provide the "Setting" section of the EIR. The biological resources impact analysis will evaluate the potential for land use and development activities associated with implementation of the General Plan Update to affect sensitive biological resources, and the adequacy of proposed policies and actions to avoid or mitigate impacts to sensitive biological and wetland resources. Proposed land use designations will be compared to the updated mapping of sensitive biological resources to determine the potential for adverse impacts. A qualitative evaluation of the General Plan's compliance with relevant aspects of federal and State regulations will be provided.

Potential impacts will be qualitatively described. We anticipate that the General Plan will be self-mitigating through implementation of updated goals and policies. No site-specific analysis of individual projects or preparation of comprehensive mitigation programs are proposed as part of this scope, but further detailed assessment may be recommended as a policy to confirm the presence or absence of sensitive resources at specific locations as part of the environmental review process for proposed future development applications.

f. Cultural Resources

Based on the Existing Conditions information compiled in Task 4, Tom Origer will assess the potential of the General Plan Update to impact prehistoric, historical, or built environment cultural resources, including the potential for buried resources. This will include a recap of the prehistory and history of the city and a review of local, State, and federal laws regarding the treatment of cultural resources. Mitigation measures will be prescribed as appropriate.

g. Geology, Soils, and Mineral Resources

The Planning Center | DC&E will prepare the "Setting" section of the EIR, relying on the data collected and presented in Task 4 (existing conditions). It is expected that geologic impacts may relate to seismic shaking, liquefaction, erosion,

expansive soils, and subsidence. Potential seismic impacts, including ground shaking, surface rupture, liquefaction, and landslides will be described. Additionally, potential impacts related to geotechnical soil properties, such as erosion, expansive soils, and subsidence will be described. The Planning Center | DC&E's senior geologist, with 30 years of experience, will review the draft General Plan policies pertaining to geology, soils, and seismicity, and suggest revisions to these policies or new policies, if necessary, in order to mitigate potential geotechnical impacts.

h. Hazardous Materials

The Planning Center | DC&E will prepare the "Setting" section of the EIR on Hazardous Materials, relying on the data collected and presented in Task 4. The Planning Center | DC&E will evaluate potential impacts associated with the use of hazardous materials during construction and land use operations. Potential impacts associated with development in areas with known or potential subsurface contamination and associated with aviation hazards, wildland fires, and emergency response and evacuation procedures will also be discussed. Potential public health and safety concerns in the city also may include demolition or renovation of buildings containing hazardous materials, and the proper management of hazardous materials during construction and land use operations. Mitigation measures will be described as appropriate.

i. Hydrology and Water Quality

The Planning Center | DC&E will utilize the existing conditions information collected in Task 4 to complete the "Setting" section of the Hydrology and Water Quality chapter. They will then assess impacts and identify mitigation measures. Development under the General Plan Update may change impervious surface areas and alter drainage patterns. Based on a review of available information, it is anticipated that impacts relating to hydrology and water quality may include an increase in stormwater runoff volume and resultant degradation of water quality unless appropriate mitigation measures are implemented. This potential impact will be described qualitatively. Potential impacts associated with the discharge of urban pollutants (petroleum hydrocarbons and heavy metals associated with automobile use) will also be described. Regulations and policies to reduce storm water pollution during the construction and operational phases of future projects will be described in detail.

This scope assumes that the City will provide maps of the current storm drain system and identify any constraints associated with future development within the General Plan area.

j. Noise

The General Plan Update could result in land use changes that will expose new sensitive receptors to excessive noise or vibration levels or result in substantial changes in the existing noise environment in the city. The Planning Center | DC&E will calculate and map future noise contours based upon traffic projections and other information provided by the City and Kittelson. In addition to transportation noise, noise data from published sources for planned heavy industrial areas, major infrastructure projects, and, to a lesser degree, future aircraft activity, will be incorporated into the noise analysis to identify and assess future noise impacts. The Planning Center | DC&E will also analyze proposed land use changes that will expose new sensitive receptors to noise or vibration levels exceeding those considered normally acceptable based on the City's policies, and the changes in the noise environment in the city resulting from the General Plan Update.

k. Population and Housing

This section will focus on the potential for displacement of people or housing and for substantial population growth that could result from implementation of the General Plan. The Planning Center | DC&E will utilize data collected in Task 4 to describe existing population and housing conditions and to summarize the relevant State and local regulatory framework including the City's RHNA and the current and proposed Housing Element. Based on the population and housing significance criteria, The Planning Center | DC&E will assess potential population and housing impacts. If necessary, mitigation measures to reduce impacts to a less-than-significant level in the form of general plan policies will be recommended.

l. Public Services

This section will evaluate potential impacts on public services, including fire/EMS, police services, and schools. The Planning Center | DC&E will utilize the data collected in Task 4 to describe existing public services within the city. The setting will include a description of each public service provider, including current and projected capacity. Based on the public services significance criteria, The Planning Center | DC&E will assess potential impacts. If necessary, mitigation measures to reduce impacts to less-than-significant levels in the form of policy recommendations will be identified.

m. Parks and Recreation

The Parks and Recreation section will evaluate potential impacts on existing park and recreation facilities based on the anticipated increase in population. This

section will draw on standards and objectives described in City and EBRPD documents, including any master plans for existing City or regional parks. The Planning Center | DC&E will utilize the existing conditions data collected in Task 4 to describe the existing recreation setting within the City. Based on the recreation significance criteria, The Planning Center | DC&E will assess potential parks and recreation impacts. If necessary, mitigation measures in the form of policy recommendations will be listed to reduce impacts to less-than-significant levels.

n. Traffic/Transportation

Kittelson & Associates will evaluate traffic and transportation impacts. The existing traffic and transportation setting will be described, based on the same information compiled in Task 4. Kittelson will then provide an analysis of future transportation conditions, and will identify necessary mitigation measures. The analysis will focus on the same intersections, street segments, and pedestrian-bicycle focus areas analyzed in the General Plan Existing Conditions analysis. Land use assumptions on a parcel-specific basis will be obtained for any sites that could accommodate new/ intensified development in the city. The trip generation rates to be applied to the various categories of development will be detailed, including deductions to account for mixed use and TOD.

The traffic impact analysis for the EIR will be coordinated with City staff and to the extent possible maintain consistency with the assumptions and methodologies used in recent EIRs, including the Kaiser Medical Center EIR, the Shoreline Development EIR, and other studies recently conducted in San Leandro.

Much of the technical analysis necessary to support the General Plan EIR will be conducted as part of developing the Circulation Element. Specifically, the EIR analysis will use the roadway diagrams representing future roadway and ultimate right-of-way requirements to accommodate the future growth. For purposes of the EIR, potential deficiencies in the circulation system will be evaluated using the thresholds of significance from the draft Circulation Element. Potential circulation deficiencies resulting from the implementation of the General Plan will be identified and mitigation measures will be prescribed to minimize potentially significant impacts.

The scope assumes that a detailed quantitative analysis of two scenarios will be included in the EIR. The first scenario will evaluate the baseline impacts as if no-project were adopted and the second scenario will be the final preferred Project alternative for the General Plan Update. The preferred alternative land uses will be developed by the City and the consultant team and may include land use and



circulation projects. In addition, two alternatives to the project, discussed later, will be analyzed at a more qualitative level (using comparative model output measures like trip generation).

Kittelson will utilize the latest version of the Alameda CTC Countywide model with ABAG Projections 2009. This scope does not assume any enhancements will be made to the Alameda CTC Countywide model in terms of adding new zones or recalibration. This scope does not address the issue of baseline plus project conditions in light of recent CEQA court decisions, therefore the scope only covers an analysis of 2035 cumulative plus project conditions.

Based on the forecasts produced by the Countywide travel model, Kittelson will perform future year build out traffic operations analyses for the Baseline and Preferred Alternative and will perform standard NCHRP-255 adjustments to minimize the inherent validation errors in the “raw” modeled forecast volumes. Kittelson will calculate highway segment, local roadways and intersections LOS using planned future year lane geometry, forecast traffic volumes, and intersection signal phasing (for future signalized intersections). Kittelson will review future year LOS forecast results for reasonableness relative to existing conditions and will identify future deficiencies in the study area.

Kittelson will utilize the Countywide model to produce 2035 VMT estimates for the City of San Leandro using the Origin-Destination method under both the existing General Plan (No Project Alternative) and the proposed General Plan update. The information will be summarized by internal-internal, internal-external and external-internal to San Leandro, after removing of external-external components. This information, as well as speeds and fleet mix, will also be transmitted to The Planning Center | DC&E for the GHG analysis portion of the EIR. Trip generation projections for the proposed General Plan will be determined and presented in a tabular format.

As part of the CMP requirements to address the Alameda CTC guidelines, Kittelson will perform a separate roadway segment analysis that evaluates the impacts of the proposed General Plan Update on CMP- and MTS-designated routes and transit facilities identified by CTC staff in their NOP comments.

An assessment of multimodal circulation will be provided relative to issues such as connectivity and alternative mode facilities. Impacts on multimodal circulation will be assessed based on the policies and goals set forth in the Transportation Element. Significant impacts to vehicular, pedestrian, bicycle and transit operation

will be identified. Recommendations will be made for any improvements that would be needed in order to maintain acceptable intersection operation according to the criteria established in the Transportation Element.

o. Utilities and Service Systems

The Utilities analysis will utilize the findings of the data collection and analysis work in Task 4 to describe and assess potential impacts of the General Plan Update on utility services. This will include a description of existing utility and service systems within the city, including current operations, capacity, and facility locations. Based on the utility and service systems significance criteria, The Planning Center | DC&E will assess potential impacts. If necessary, new or modified General Plan policies will be recommended to reduce impacts to a less-than-significant level.

### **8.5 Alternatives Analysis**

The Planning Center | DC&E and Kittelson will evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project Alternative. The alternatives will be based in part on the various land use scenarios the City considers as part of the General Plan Update process. According to the CEQA Guidelines, alternatives can be evaluated in less detail than the project; thus, we propose that the alternatives analysis in the EIR be undertaken at a qualitative level. Alternatives can be a key issue of community concern. Therefore, the discussion will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. The discussion will include a comparison of potential trip generation for each alternative compared to the preferred Project. It is expected that the two alternatives will primarily be land use variations, but may include some circulation variations. No level of service analysis will be conducted for the two alternative scenarios. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

### **8.6 Document CEQA-Required Assessment Conclusions**

The Planning Center | DC&E will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of unavoidable significant environmental impacts; significant irreversible environmental changes; relationship between local short-term uses of the environment and long-term productivity; and effects found not to be significant.

### 8.7 Prepare Draft EIR

Following the completion of the above tasks, The Planning Center | DC&E will compile the information into a Draft EIR. Three iterations of the document would be prepared:

- ◆ An **Administrative Draft** will be prepared for City review and comment. An electronic copy and one (1) hard copy will be provided to City staff.
- ◆ Upon receipt of a consolidated set of comments from the City on the Administrative Draft EIR, The Planning Center | DC&E will reconcile comments received and prepare a **Screencheck Draft** EIR. An electronic copy will be provided to City staff.
- ◆ The Planning Center | DC&E will make any necessary revisions to the Screencheck Draft and prepare the **Public Review Draft** EIR for publication. An electronic copy and one (1) hard copy will be provided to City staff. Technical appendices and background reports will be provided electronically for all drafts.

### 8.8 Pre-Adoption Planning Commission Hearing

The Planning Center | DC&E will attend a public hearing on the Draft EIR before the formal adoption hearings begin. The purpose of this hearing is to provide the Planning Commission and the public an opportunity to comment on the Draft EIR.

### 8.9 Prepare Final EIR

Immediately following the completion of the 45-day public review period, The Planning Center | DC&E will meet with City staff to discuss any comments received during the public review period and the approach to responding to the comments. The Planning Center | DC&E will incorporate public and/or agency comments received on the Draft EIR and the responses to these comments (as appropriate) into an administrative draft Response to Comments document. Barry Miller, Kittelson, and other members of the consulting team will also participate as needed. The level of effort anticipated is expressed in the number of hours budgeted in the fee estimate. The need for reanalysis is specifically excluded.

If necessary, The Planning Center | DC&E will also prepare a Mitigation Monitoring and Reporting Program (MMRP) for the General Plan. We anticipate that most mitigation measures will take the form of policy amendments to the General Plan Update. As a result, detailed monitoring may not be necessary. The

Planning Center | DC&E will provide findings, if necessary, to justify a Statement of Overriding Considerations, prepared by City staff.

Production of the Final EIR is expected to result in three documents:

- ◆ An **Administrative Draft**, including the Responses to Comments and other components as described above.
- ◆ A **Screencheck Draft**, incorporating changes based on receipt of a consolidated set of comments from the City.
- ◆ A **Final EIR**, based on a consolidated set of comments from the City on the Screencheck Draft.

Our budget estimate shows the level of effort assumed for this task. If a level of effort beyond that outlined were to become necessary, an adjustment in the budget will be required to cover the additional work. An electronic copy and one (1) hard copy of the FEIR will be provided to City staff.

### ***Task 9. Plan Adoption***

The consultant team will assist the City in the Plan adoption process. This will include participation in Planning Commission and City Council public hearings on the document, consideration of public input and comments, and final revisions to the Plan to incorporate requested changes and EIR mitigation measures. This task also will include assisting the City in production of the Final Plan, including resolving design and layout issues, production of a web-appropriate version of the Plan, and updating maps and graphics.

Three subtasks are identified below.

#### **9.1 Planning Commission Hearings**

Barry Miller will participate in at least two Planning Commission adoption hearings on the General Plan. This will include the preparation of staff reports and PowerPoint presentations as needed prior to the hearings. It will also include attendance at the hearings, oral presentations, and responding to Commissioner and public comments as requested. The Planning Center | DC&E and Kittelson will each attend one hearing.

## **9.2 City Council Hearings**

Barry Miller will attend at least two City Council adoption hearings on the General Plan. This will include the preparation of staff reports and PowerPoint presentations as needed prior to the hearings. It will also include attendance at the hearings, oral presentations, and responding to Council and public comments as requested. The Planning Center | DC&E and Kittelson will each attend one hearing.

## **9.3 Produce Final General Plan**

Barry Miller and The Planning Center | DC&E will prepare a Final General Plan which incorporates edits made through the public hearing process. It is expected that the Final Plan will be designed using publishing software, with color images and maps.

## **9.4 Update Master Plan of City Streets**

The Master Plan of City Streets (MPCS) represents city policy on the management of safe and efficient traffic flow on city streets. Contained in the MPCS is a list of all streets in the City of San Leandro that require future improvements together with the planned curb-to-curb and right-of-way widths and corner rounding requirements.

The present MPCS was adopted in 1988 and subsequently modified in 2000. Since that time traffic conditions and development patterns have changed along with planning policy and the implementation of Complete Streets to the extent that a review of the MPCS is warranted. The MPCS will now need to be one of the implementing tools for the Complete Streets Policy, which will be integrated into the General Plan Update.

Based on the City's request for services, KAI will conduct the following tasks to update the MPCS, as follows:

1. Project Initiation/Management
2. Incorporate Complete Streets Policies
3. Update MPCS
4. Update Development Fee for Street Improvements (DFSI)
5. Identify Additional Special Studies and Plan Lines
6. Prepare Prioritization
7. Report

## II. SCHEDULE, PRODUCTS, AND MEETINGS

### *A. Schedule*

Our proposed schedule for completion of the General Plan Update is shown in Figure 1. As shown in the schedule, we recommend planning for a contract period extending until June 30, 2016. We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

The Planning Center | DC&E and Barry Miller both have strong track records in meeting project schedules and coordinating closely with its clients. Over years of managing projects similar to the General Plan Update and EIR, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- ◆ We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- ◆ We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- ◆ We schedule project due dates for staff and subconsultants with adequate time for editing and formatting into finished reports.
- ◆ We limit subconsultants' payments to specific milestones, so as to ensure that progress on the project is commensurate with billings.

### *B. Products*

The following products will be submitted to the City of San Leandro in fulfillment of our proposed scope of work:

- ◆ Task 1: Project Start-Up
  - Prepare General Plan Mapping and Graphics Strategy.
- ◆ Task 2: Community Participation and Outreach
  - Communication Strategy

- Media Strategy
- Press releases
- General Plan website
- Online engagement tools
- Meeting materials
- Meeting agendas and summaries
  
- ◆ Task 3: Policy and Plan Audit
  - Comprehensive inventory of potential policies and implementation programs to be integrated into an updated General Plan.
  
- ◆ Task 4: Collection and Analysis of Baseline Data
  - Socio-economic and housing profile.
  - Profile of the San Leandro economy.
  - Summary text to analyze land use patterns, land use conflicts, land use compatibility issues, and development trends in the City.
  - Traffic model to be used for the General Plan update circulation analysis.
  - Narrative report on existing transportation and mobility conditions in San Leandro.
  - Overview of park, recreation, and open space conditions in the city.
  - Narrative, tables, and maps describing existing biological resources, water resources, and soil resources in the planning area.
  - Narrative text on the City's waste reduction and recycling programs, water and energy conservation programs, green building efforts, environmental education programs, and urban forestry and community gardening initiatives.
  - Description of existing geologic conditions in the city, soil conditions, a discussion of the extent and likely risks associated with hazardous building materials, emergency response and evacuation plans for the City including an evaluation of the risk of loss of life or property damage associated with wildland fires and flooding, and federal, State, and local plans, laws, and regulations.
  - Summary of current information on ground vibration thresholds and the existing vibration environment.
  - 2014 noise contour map
  - Description of the existing air quality conditions in San Leandro and the surrounding region.
  - Profile of existing and projected GHG emissions in the city.

- Updated summary of existing urban design and aesthetic conditions in San Leandro.
- Summary of the City’s design review program.
- Narrative description of existing utilities and services.
- ◆ Task 5: Plan Policy and Land Use Map Update
  - New General Plan policies and actions.
  - Updated Land Use Map.
- ◆ Task 6: Preparation of Draft General Plan
  - Updated General Plan Elements:
    - Administrative Draft
    - Screencheck Draft
    - Public Review Draft
- ◆ Task 7: Preparation of 2015-2022 Housing Element
  - Summary of review of the current (2007-2014) Housing Element.
  - Needs Assessment.
  - Inventory of Adequate Sites (maps prepared by City staff).
  - Goals, policies, and quantified objectives.
  - Action Program.
  - Administrative Draft for Staff and HCD review.
  - Official “response to HCD comments” document.
  - Public Review Draft Housing Element.
- ◆ Task 8: Preparation of Draft Environmental Impact Report
  - Notice of Preparation.
  - Project Description.
  - Buildout calculations.
  - Significance criteria.
  - Administrative Draft EIR.
  - Screencheck Draft EIR.
  - Public Review Draft EIR.
  - Notice of Completion.
  - Administrative Draft. Final EIR.
  - Screencheck Draft. Final EIR.
  - Public Review Draft. Final EIR.
- ◆ Task 9: Plan Adoption
  - Final General Plan.



### III. COSTS

As shown in Table 2, the estimated cost to complete the scope of work described in this proposal is \$690,668.

The billing rates for each team member are included in Table 2.

The Planning Center | DC&E will bill for its work on a time-and-materials basis with monthly invoices.

#### *A. Assumptions*

This scope of work and cost estimate assumes that:

- ◆ Billing rates for this project are guaranteed through June 2016. Billing rates would be subject to an increase of up to 6 percent on July 1, 2016, and in each subsequent year thereafter. A budget increase would be necessary to cover costs incurred after July 1, 2016.
- ◆ Our cost estimate includes the meetings shown in Chapter 3. Additional meetings would be billed on a time-and-materials basis.
- ◆ No more than 40 hours of The Planning Center | DC&E staff time will be required to respond to comments on the Draft EIR. If additional labor is necessary, a contract amendment allowing additional work will be necessary.
- ◆ All products will be submitted to City of San Leandro in electronic (PDF) format, except for printed copies that are specifically identified in Table 2. If this allowance is exceeded, additional printing costs will be billed at The Planning Center | DC&E's actual cost.
- ◆ City of San Leandro staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.
- ◆ The Planning Center | DC&E will send an invoice for work completed each month. The invoice will show hours worked by labor category, billing rate,

and total by labor category plus subconsultants and reimbursable expenses. Special invoicing requirements may necessitate an additional fee.

- ◆ City of San Leandro staff will act as a clearinghouse for comments on all administrative draft documents, and will provide The Planning Center | DC&E with a single, internally reconciled set of comments on each administrative draft.
- ◆ There will be a single round of intensive review and revision to each administrative draft product prior to the screencheck draft. If City of San Leandro staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.
- ◆ Revisions to screencheck drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.
- ◆ Multiple changes from the City of San Leandro about how to proceed will require a contract amendment to allow completion of the additional work.
- ◆ The Planning Center | DC&E will use ArcGIS version 10.x-compatible shapefiles and/or geodatabases from the City of San Leandro for the development of the project's base map and subsequent thematic maps. All files delivered by the City of San Leandro are assumed to be current, spatially accurate and aligned with one another, and referenced to a common coordinate system appropriate for the area. Each shapefile will arrive with the appropriate coordinate system definitions (i.e. .PRJ files); likewise, the coordinate system of geodatabases, if applicable, will contain proper coordinate system definitions. This scope assumes that the City of San Leandro's existing GIS information, including attribute data, are essentially complete and that any needed adjustments by The Planning Center | DC&E will be minor. A maximum of 10 hours will be allotted for data quality control procedures. Additionally, The Planning Center | DC&E will expect metadata documentation for each shapefile and/or geodatabase submitted for this project including, but not limited to, data author and description, data creation date, attribute field definitions, and frequency of data updates.
- ◆ After creating the initial base map, The Planning Center | DC&E will provide a copy to the City of San Leandro for review and approval prior to use for subsequent mapping work. At the conclusion of the project, The Planning Center | DC&E will provide a CD to the City of San Leandro containing all

original GIS data as well as project-specific data layers modified or created by The Planning Center | DC&E along with pertinent metadata documentation.

- ◆ The Planning Center | DC&E will use Microsoft Word and/or Adobe InDesign for page layout of reports, plans and similar documents. Additional software such as Adobe Illustrator, Adobe Photoshop, ArcGIS and AutoCAD will be used to create illustrations, maps, diagrams and other graphics.
- ◆ The Planning Center | DC&E will provide up to two facilitators for the community workshops. Additional facilitators will be drawn from City of San Leandro staff or CCP.



Table 2  
The Planning Center | DC&E  
San Leandro General Plan Update and EIR  
Cost Estimate

Hours per Task	Barry Miller	The Planning Center   DC&E									
	Barry Miller	Noack	Jansen	Senior Scientist/Engineer	AQ/GHG, Geologist	McCracken	GIS Manager	Project Planner	Assistant Scientist	Graphics Manager	Graphics/WP
1. Project Start-Up	22	-	10	-	-	10	10	2	-	-	-
2. Community Participation and Outreach	156	-	64	-	-	20	8	20	-	100	40
3. Policy and Plan "Audit"	54		4								
4. Collection and Analysis of Baseline Data	136	4	13	19	40	27	18	98	8	-	4
5. Policy Development and Land Use Map Update	72	-	14	-	2	12	24	-	-	-	-
6. Preparation of Draft General Plan	206	-	4	-	-	-	16	40	-	8	52
7. Preparation of 2015–2022 Housing Element	198	-	2	-	-	7	2	80	-	-	16
8. Environmental Review	40	8	88	69	47	188	26	334	42	-	18
9. Plan Adoption	64	-	24	-	-	-	8	-	-	-	16
10. Project Management and Administration	40	-	20	-	-	20	-	-	-	-	-
<b>ADDITIONAL TASKS</b>											
5.3 Qualified GHG Emissions Reduction Strategy	8		20		68	32		26			7
9.4 Master Plan of City Streets											
Total Hours	996	12	263	88	157	316	112	600	50	108	153
Billing Rate	\$120	\$190	\$175	\$165	\$160	\$160	\$135	\$105	\$95	\$115	\$80
Labor Cost	\$119,520	\$2,280	\$46,025	\$14,520	\$25,120	\$50,560	\$15,120	\$63,000	\$4,750	\$12,420	\$12,240
Total Firm Labor Cost	\$119,520										\$246,035
<b>EXPENSES</b>											
Mileage (@ \$0.565 per mile)	-										304
Online Engagement Technical Support											16,000
Report Printing/Reprographics	200										5,000
Deliveries	200										226
Workshop Supplies & Refreshments											33,286
Subconsultant Expenses (10%)											4,921
Office Expenses (Phone, Fax, Copies, etc)	300										490
Data Purchase											
Field Equipment Rental											
Total Expenses	\$700										\$60,227
<b>TOTAL</b>	\$120,220										\$306,262
<b>CONTINGENCY</b>											\$16,740
<b>GRAND TOTAL</b>											<b>\$690,668</b>

Table 2  
The Planning Center | DC&E  
San Leandro General Plan Update and EIR  
Cost Estimate

Hours per Task	Strategic Economics			CCP	Kittelson Associates						Tom Origer Associates		Environmental Collaborative	Labor Cost Per Task
	President	Associate	Research Analyst	Surlene Grant	Project Manager	Principal	Senior Staff	Associate Staff	Assistant Staff	Support Staff	Beard	Staff	Martin	
1. Project Start-Up	4	4	4	4	8	4	-	-	-	-	-	-	-	12,922
2. Community Participation and Outreach	6	10	2	96	4	-	-	-	-	-	-	-	-	72,858
3. Policy and Plan "Audit"	8	16	3											11,385
4. Collection and Analysis of Baseline Data	24	140	80	-	18	2	13	62	56	6	14	4	44	111,170
5. Policy Development and Land Use Map Update	-	-	-	-	8	16	8	-	-	-	-	-	-	23,610
6. Preparation of Draft General Plan	-	-	-	-	-	-	-	-	-	-	16	2	-	38,250
7. Preparation of 2015-2022 Housing Element	-	-	-	-	-	-	-	-	-	-	-	-	-	35,180
8. Environmental Review	-	-	-	-	82	22	25	92	40	34	24	2	28	174,705
9. Plan Adoption	-	-	-	-	8	-	-	-	-	-	-	-	-	16,080
10. Project Management and Administration														11,500
<b>ADDITIONAL TASKS</b>														-
5.3 Qualified GHG Emissions Reduction Strategy					8	24		48						39,560
9.4 Master Plan of City Streets					20	20	54	40		176				51,108
<b>Total Hours</b>	42	170	89	100	156	88	100	242	96	216	54	8	72	
<b>Billing Rate</b>	\$250	\$120	\$95	\$188	\$230	\$230	\$190	\$160	\$155	\$135	\$80	\$55	\$135	
<b>Labor Cost</b>	\$10,500	\$20,400	\$8,455	\$18,800	\$35,880	\$20,240	\$19,000	\$38,720	\$14,880	\$29,160	\$4,320	\$440	\$9,720	
<b>Total Firm Labor Cost</b>			\$39,355	\$18,800						\$157,880		\$4,760	\$9,720	
<b>EXPENSES</b>														
Mileage (@ \$0.565 per mile)										176		45	100	
Online Engagement Technical Support														
Report Printing/Reprographics														
Deliveries														
Workshop Supplies & Refreshments				250										
Subconsultant Expenses (10%)														
Office Expenses (Phone, Fax, Copies, etc)										170			80	
Data Purchase										16,000		110		
Field Equipment Rental														
<b>Total Expenses</b>			\$0	\$250						\$16,346		\$155	\$180	
<b>TOTAL</b>			\$39,355	\$19,050						\$174,226		\$4,915	\$9,900	

## EXHIBIT B

### INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.