

**CITY OF UPLAND  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of November 27, 2023 by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and Michael Baker International Inc., a Pennsylvania corporation, with its place of business at 9635 Granite Ridge Drive, Suite 300, San Diego, CA 92123 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Housing Element 6<sup>th</sup> Cycle Update and Response to HCD Comments (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Work attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B," Cost Proposal.

b. Subject to paragraph 2(c) below, in no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$78,000 (seventy-eight thousand dollars). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement. In no event shall the total sum of the agreement (original compensation amount and Additional Work) exceed fifty thousand dollars (\$50,000.00). Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **November 27, 2023 to December 31, 2024**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which shall not be unreasonably withheld. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. Consultant shall perform the work described in this Agreement, subject to such directions and amendments from City as herein provided and shall perform in accordance with the standard of care set forth in paragraph 8.

a. PERS Eligibility Indemnification

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

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

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section.

a. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate for bodily injury, personal injury, and property damage
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Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the

City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or

subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all third-party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by the negligence of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and reasonable attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the

foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17. Termination or Abandonment.

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant for the time and materials performed and incurred prior to termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Dan Wery as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786  
Attn: Development Services  
Director

CONSULTANT:

Michael Baker International  
9635 Granite Ridge Drive, Suite 300  
San Diego, CA 92123  
Attn: Bob Stark  
Associate Vice President, Department  
Manager - Planning

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Not Used.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

32. Liability Limitations

To the fullest extent permitted by Law, the parties expressly agree that: (i) Neither party shall be liable to the other for any special, incidental, indirect, exemplary, or consequential loss, damage, or expense arising out of or relating in any way to this agreement or consultant's performance of services hereunder; and (ii) Consultant's total aggregate liability (whether based

in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense, or cost of whatsoever kind or nature arising out of or in any way relating this agreement or consultant's performance or services hereunder shall not exceed \$100,000 or the total fee paid for Consultant's services on the project, whichever is less.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF UPLAND  
AND MICHAEL BAKER INTERNATIONAL**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF UPLAND**

**MICHAEL BAKER INTERNATIONAL**

Approved By:

  
\_\_\_\_\_  
Michael Blay  
City Manager

**[If Corporation, TWO SIGNATURES,  
President OR Vice President AND  
Secretary OR Treasurer REQUIRED]**

Approved as to Form:

  
\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

By:   
\_\_\_\_\_

Its: Vice President

Printed Name: Dawn L. Wilson

Attested By:

  
\_\_\_\_\_  
Keri Johnson, City Clerk

By:   
\_\_\_\_\_

Its: Assistant Secretary

Printed Name: Tim Thiele

**EXHIBIT A**  
**Scope of Services**

## SCOPE OF WORK

Our cost proposal is based on the tasks as described and the specific assumptions and limitations noted; however, we are happy to work with the City to refine and customize the scope of work according to your needs. Additional services and support for the tasks included in our scope can be provided upon request, at an additional cost.

*This scope of work is based on a time and materials budget not to exceed \$78,000 which equates to roughly 500 staff hours. This time and materials budget is in addition to the \$20,768 of the prior time and materials contract dated April 7, 2023 and contract dated May 11, 2023. The budget from this new contract will be used after the balance of the prior contract has been expended.*

### Task 1.0 – Revision & Submission of the Draft Housing Element Update

#### Task 1.1 – Response to HCD Comments

Using the City's current draft Housing Element, our team will continue to advise City staff on interpretation, approach, and direction to address the comments provided by the Housing and Community Development Department (HCD). We will take the lead on preparation of revisions in response to the HCD comments from its latest letter dated December 22, 2022.

The revisions and response to comments include revisions to the following chapters and sections:

- Review of Accomplishments
- Housing Needs
- Constraints
- Housing Resources & Sites
- AFFH
- Programs
- Community Engagement

Based on review of the HCD comments and preliminary review of the current draft HUE, the revisions necessary to achieve HCD approval appear to be quite extensive. The majority of the comments and work effort will be for the Sites, AFFH and Housing Programs chapters.

Michael Baker will provide the City with a response to comments (RTC) matrix which documents each comment by HCD and a summary of the response and its location within the Housing Element. Michael Baker will review the preliminary RTC matrix with Upland staff to ensure understanding of the HCD comments and requirements and to confirm the recommended response and revisions to the HEU.

Upon completion of the revisions to the public review and HCD submittal drafts of the HEU, the matrix will be finalized and published for submittal with the revised HEU for the next HCD review.

#### Task 1.2 – Housing Opportunity Sites and Resources Chapter

Michael Baker will lead the preparation of the Housing Opportunity Sites and Resources (aka Sites) chapter. This requires a rebuild of the draft housing sites inventory to follow the format, methodology and substantiation of the housing trends, maximum and realistic development yields by income level that meets the requirements and expectations of State Law and HCD. This will include identification and substantiation of the trends, assumptions and detailed analysis of non-vacant opportunity sites to demonstrate that the existing uses and circumstances will not preclude development of the sites for housing within the remainder of the 8-year planning period through 2029. It is anticipated that some of the sites in the current inventory will not meet HCD standards and will require removal and replacement. All of these changes will be

reviewed with and require approval by the City (typically Planning Department staff). Briefing and concurrence of the City Manager, Planning Commission and/or City Council will be provided by City staff. Michael Baker will support and attend virtually as requested.

This task will require assistance from the City to document and provide details about recently proposed and approved residential and commercial development over the last eight or so years. Michael Baker assumes that the City will provide additional information regarding each parcel identified. Michael Baker will prepare the narrative detailing the methodology utilized for the Adequate Sites Analysis. Michael Baker will collaborate with the City to review those sites identified and the methodology for consistency with State law.

Michael Baker also assumes that the City will provide site-level data to complete all the fields required of HCD's form for the adequate sites inventory. Michael Baker will continue to work with City staff to identify potential zoning strategies to address the need for additional housing unit capacity, if needed. It is noted that because the HEU will not be certified within one year of the statutory adoption deadline, HCD will not be able to issue a letter of substantial compliance until any required zoning revisions necessary to meet the lower-income RHNA have been implemented.

### Task 1.3 – AFFH Analysis

Michael Baker will prepare an AFFH chapter (or appendix as appropriate) that identifies strengths and weaknesses in fair housing practices and identifies the relationship between the fair housing findings and the Housing Element Sites Inventory. We will use data provided by SBCTA via the local jurisdiction data packet and the regional AFFH analysis and other sources (i.e. local knowledge, service provider records, San Bernardino County 2020 Analysis of Impediments / Consolidated Plan, etc.) to analyze the fair housing issues and their contributing factors in the City of Upland. Key elements will include:

- **Introduction** – overview of AB 686 and a brief history of Upland summarizing existing demographic composition including race/ethnicity, age, housing tenure, familial status, etc. and compare it to the region.
- **Outreach** – a summary of engagement conducted with and outcome of that engagement with fair housing service providers.
- **Assessment of Fair Housing** – this section is the bulk of the AFFH analysis and covers:
  - Fair Housing Enforcement and Outreach Capacity
  - Integration and Segregation Patterns and Trends Related to People with Protected Characteristics and Lower Incomes
  - Racially and Ethnically Concentrated Areas of Poverty
  - Disproportionate Housing Needs, Including Displacement
  - Summary of Fair Housing Issues, Including Local Knowledge (from City)
- **Site Inventory** – Improved/Exacerbated Conditions
  - Segregation and Integration
  - Racially and Ethnically Concentrated Areas of Poverty and Affluence
  - Disparities in Access to Opportunity
  - Disproportionate Housing Needs, Including Displacement

- Isolation of the RHNA
- **Identification and Prioritization of Contributing Factors** – this section identifies Fair Housing Issues and Contributing Factors, prioritizes the contributing factors and address their influence on the Goals and Actions
- **Goals and Actions** – this section identifies specific goals and actions that address the contributing factors and provides a timeline for each contributing factor.

Michael Baker will prepare and administrative draft of the AFFH appendix for City review and comment. Michael Baker will then prepare a clean public review draft incorporating City comments for submission to HCD (Task 1.6).

The AFFH chapter incorporates and is dependent upon the inventory of opportunity sites in the Sites chapter. Any revisions to the sites inventory will require extensive changes to the AFFH chapter maps, tables, figures, and text, and may trigger new findings and conclusions, issues that result in new programs or other revisions to the HEU.

The estimated budget for this task assumes only one draft of the AFFH chapter. Revisions to accommodate changes to the sites inventory are not included and may require additional time and materials budget. We will make every effort to work with the city to avoid such changes and costs, and to stay within the original estimated budget.

#### **Task 1.4 – Supplementary Engagement of Lower-Income and Special Needs Households**

One of HCD's concerns and requirements is to document efforts to meaningfully engage and obtain the input from lower-income and special needs households. Toward this end, we recommend an additional outreach effort be made during the HEU revision period. We recommend preparing and distributing a least of key questions to a variety of trusted local leaders or sources including community-based organizations, churches, community groups, and any know individuals that may be part of or represent these groups. Michael Bake will work with the City staff to identify and develop a list of appropriate groups and individuals. The City will distribute the materials via email, hard copies and other notifications via suitable channels and media (newsletters, announcements, flyers, websites, social media, etc.). The materials will include return addresses, as well as links to emails, websites to return responses. We propose to schedule multiple times and dates for group or one to one interviews. The goal will be to obtain at least 5-10 responses during the period. Michael Baker will then summarize the outreach and engagement efforts and results of the input, and identify any recommended programs if appropriate.

#### **Task 1.5 – Housing Program Review and Revisions**

The Housing Programs are the culmination of the HEU effort. HCD requires specific, measurable and enforceable outcomes and deadlines (metrics) for each program. There are nine HCD comments requiring revised or additional programs. It is possible that additional programs will be require or recommended based on the results of the preparation of the new Sites and AFFH chapters.

Michael Baker will recommend, discuss and confer with City staff, and lead the development of the housing plan programs to satisfy State requirements. This will require close coordination with and concurrence by the City to review and refine the specific programmatic commitment to measurable and enforceable outcomes (metrics) and accomplishment dates. Michael Baker will prepare and recommend programs and approaches that HCD has previously requested, recommended and/or recently approved in HEUs for other cities.

#### **Task 1.6 – Administrative, Public and HCD Review Draft Housing Elements**

Upon the City's confirmation of the proposed responses to comments, and Michael Baker's completion of the new Sites and AFFH chapters, Michael Baker will prepare a new complete administrative draft (internal) draft of the HEU with all chapters, appendices and revisions in track changes.

Upland staff will review and comment on the administrative draft to confirm any revisions and refinements. Michael Baker will then make the revisions as part of preparation of the public review draft of the Housing Element.

The new public review draft is required to be published for a minimum of seven (7) days prior to submittal to HCD for its next 60-day maximum review and comment letter.

The City will be responsible for the distribution of the public review draft. It will need to be posted to the City website; notification will need to be made in the same manner as done for prior drafts, and notification will need to be provided to anyone who had previously requested notification.

The City will review public comments and provide them in a consolidated format for Michael Baker to review and incorporate any necessary revisions. Michael Baker assumes comments and necessary revisions to the HEU will be relatively minor in nature. Typically, there are few, if any, public comments at this stage that require substantive revisions.

Following completion of the public review period and any revisions in response to public review comments, the City will submit the draft Housing Element to HCD for review.

Michael Baker will be available for facilitation and ongoing consultations with HCD to achieve compliance with applicable state guidelines. We recommend scheduling:

- An introductory meeting with the HCD review team to preview the new Upland HEU team, approach, schedule and critical path issues and proposed responses.
- A second / third meeting with HCD to review the specific responses to comments with use of the working RTC matrix prior to release of the public review draft.
- A third / fourth meeting with HCD roughly mid-way through the 60-day HCD review with the objective to identify any necessary changes and revisions that can be made during the HCD review to achieve a letter of substantial compliance (aka "certification).

#### **Task 1.7 – Final Housing Element – Adoption**

This task assumes the likelihood that HCD will have some remaining comments and revisions prior to providing a final letter of substantial compliance (aka Certification). As noted, if rezoning is necessary to meet the lower-income RHNA, HCD will only be able to provide a conditional letter of substantial compliance until the zoning amendments have been adopted.

Our team will prepare the final Housing Element Update document with any final revisions resulting from HCD review, as budget permits. We will provide required findings to City staff for adoption or ratification (if appropriate) of the Housing Element by the City Council.

This task includes virtual attendance (via Zoom, TEAMS, or equivalent) of up to two members of the Michael Baker team to support City staff and answer questions at one Planning Commission and one City Council adoption hearings. The budget for this task includes support, coordination and assistance of City staff with preparation for the meetings including PowerPoint slides, staff reports, procedural requirements, etc.

#### **Task 1 Deliverables:**

- New Sites chapter and inventory
- New AFFH chapter
- Revisions to other HEU chapters: Accomplishments, Needs, Constraints
- Outreach and Engagement of Lower-income and Special Needs Households
- Updated Programs and Programs chapter

- Administrative Draft Housing Element Update
- Public Review Draft Housing Element
- Up to 4 meetings with HCD (new team introduction, RTC preview, Detailed RTC, mid-HCD review)
- Draft Housing Element Update and Response to Comments Matrix for HCD Review
- Final Housing Element Update and Findings
- Support and Virtual Attendance at Planning Commission and City Council adoption hearings (2)

**Assumptions:**

Michael Baker assumes the following information will be provided by the City:

- Recent outreach results
- Relevant City Council and Planning Commission priorities
- Completed Housing Element Annual Progress Reports
- Housing application and permit records 2013–Present (Ongoing)
- Pipeline (recently approved and pending) housing projects without COs prior to June 30, 2021
- Recent housing projects – examples of recycling existing uses and densities achieved
- Housing-related zoning amendments
- Updated parcel-level data with complete zoning information
- Local data on average fees for single family and multifamily development
- Information on average permit timelines for single family and multifamily development
- Information on local amendments to the building code
- Detailed list of affordable housing that is at-risk of conversion from affordable to market-rate
- Detailed list of all available resources for those with special needs including housing for seniors, those experiencing homelessness, farmworkers, and those with disabilities

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

**COST PROPOSAL**

All services will be provided on an as-needed time and materials basis. Hours are estimated based upon preliminary review and understanding of the HCD comments and condition of the current October 2022 draft HEU prepared by John Douglas. Updates on the progress and expenditures will be made as part of monthly invoices. Michael Baker will notify the city immediately of any unforeseen circumstances that may affect the nature or extent of the anticipated scope of work or the adequacy of the time and materials budget. Michael Baker reserves the right to reallocate time between staff and tasks within the total not-to-exceed budget.

Task	Project	Associate	Technica	Total	Fee
	Manager	Planner	Writer		
	\$240	\$140	\$105	Hours	
Task 1.1 Response to HCD Comments	16	64	4	84	\$ 13,220
Task 1.2 Housing Opportunity Sites and Resources Chapter	16	100	6	122	\$ 18,470
Task 1.3 New AFFH Chapter	6	60	6	72	\$ 10,470
Task 1.4 Lower-Income & Special Needs Engagement	6	32	2	40	\$ 6,130
Task 1.5 Housing Program Review and Revisions	8	36	4	48	\$ 7,380
Task 1.6 Administrative / Public Review Draft Housing Element	12	80	8	100	\$ 14,920
Task 1.7 Final Housing Element – Adoption & Hearings	16	24	2	42	\$ 7,410
<b>TOTAL</b>	<b>80</b>	<b>396</b>	<b>32</b>	<b>508</b>	<b>\$ 78,000</b>