

DATE: October 9, 2007
TO: PROSPECTIVE CONSULTANTS
SUBJECT: REQUEST FOR PROPOSAL (RFP)
UPDATE TO THE CITY OF MILPITAS GENERAL PLAN
HOUSING ELEMENT AND CEQA CLEARANCES

Dear Consultant:

The City of Milpitas requests written proposals and statements of qualifications for planning services to prepare a comprehensive update and revision to the Housing Element of the Milpitas General Plan and any necessary CEQA clearances. Milpitas’ previous General Plan Housing Element was revised in 2002 as was found in compliance with state housing element law in October 2002. Milpitas received a Local Government Leadership Award on its 2002 Housing Element from Department of Housing and Community Development (HCD).

BACKGROUND INFORMATION

The City of Milpitas contains approximately 14 square miles, extending between the south end of San Francisco Bay and the Los Buellis Hills of the Mount Diablo Range in northern Santa Clara County. The City of Fremont (Alameda County) lies to the north and the City of San Jose (Santa Clara County) adjoins Milpitas to the south. Milpitas’ sphere of influence includes 4 square miles of unincorporated Santa Clara County. The City’s population is approximately 66,568 as of January 1, 2007 (State Department of Finance).

The City of Milpitas has recently received its Association of Bay Area Governments (ABAG) Regional Fair Share Housing Allocation Projections. The jurisdiction’s need has been identified as approximately **2,487** units over the next seven years (2007-2014):

<u>Income Category</u>	<u>Percentage</u>	<u># of Units</u>
Very-Low	27.7%	689
Low	16.9%	421
Moderate	17.8%	441
Above-Moderate	37.6%	936
Total:	100%	2,487

The Milpitas Housing Element shall be updated pursuant to state housing element law, Article 10.6, Government Code Sections 65580-65589.9. As required by state housing law, the Milpitas Housing Element is due to the Department of Housing and Community Development (HCD) by June 30, 2009. Given the timing of this Request for Proposals, it is anticipated that the Milpitas Housing Element will be submitted to HCD, ideally no later than April 1, 2009.

Because the Housing Element is a project as defined within the California Environmental Quality Act, it will be necessary for the consultant team to prepare appropriate environmental documentation in accordance with the California Environmental Quality Act (CEQA). This will include preparation of an Initial Study to determine the appropriate level of environmental review. Depending upon the Initial Study, either a Negative Declaration or an EIR will be required.

Midtown Specific Plan and Transit Area Specific Plan

The City of Milpitas has two major specific plans that will significantly impact the preparation of the General Plan Housing Element: 1) Midtown Specific Plan and 2) Transit Area Specific Plan

Midtown Specific Plan

The Midtown Specific Plan was adopted by the City of Milpitas in March 2002, the plan provides for a new vision for approximately 1,000 acres of land. The overall strategy in the Midtown Specific Plan Area is to create a mixed-use community that includes high-density, transit-oriented housing and a central community “gathering place” while maintaining needed industrial, services and commercial uses. Key elements of the plan includes:

- Allowing for up to 4,860 new housing units
- High density residential development (31 to 40 units/per gross acre)
- Transit-Overlay Development (TOD) Zoning within 2000 ft. (41 to 60 units/per gross acre)
- Mixed-use to allow mixture of retail, office, housing services, and public/quasi-public uses
- Create lively pedestrian-friendly environment
- 20% Parking Reduction
- Encourage assembly of parcels along S. Main Street to promote orderly development

Transit Area Specific Plan

The Transit Area Specific Plan was initiated in November 2004 to promote and encourage high-density residential and mixed-use development around the proposed new Milpitas BART Station located near Capitol Avenue and Montague Expressway. Currently, the Environmental Impact Report (EIR), General Plan and Zoning Change Amendments are being completed. It is anticipated that the Milpitas Planning Commission and City Council will consider the Transit Area Specific Plan within the next few months. Key elements of the plan includes:

- Allowing for up to 7,100 new housing units
- High-density residential development (20 to 40 units/per gross acre)
- Transit-Overlay Development (TOD) Zoning within 2000 ft. (41 to 60 units/per gross acre)
- Mixed-use development (280,000 sq. ft. commercial retail, 750,000 sq. ft. professional office space)
- Open Space for passive and active recreational use
- 20% Parking Reduction
- Construction of a New BART Station

Housing Marketing Study

The City of Milpitas has recently prepared a comprehensive Housing Marketing that will assist and provide useful information during the preparation of the Housing Element. The purpose of the Housing Marketing Study was to provide a comprehensive assessment and analysis of the

Milpitas housing market, including: 1) housing market conditions (existing and future trends), land use analysis to support housing conditions, 3) supply and demand of housing types, 4) characteristics of the Milpitas housing market, and 5) the need and demand for executive level homes within the city.

Copies of both specific plans and the Housing Marketing Study will be provided upon request.

PROPOSAL SUBMISSION REQUIREMENTS

The following information must be provided in the proposal so that the City may review your firm's qualifications and approach to this type of project:

Section 1. Statement of Qualifications: Include the names and qualifications of all firms proposed to work on the project. Also list all key personnel to be used on the project, their capacity or role, including applicable descriptions and dates of similar work these persons have been directly involved with (please be clear about duties performed). Specifically, include any previous work updating General Plan Housing Elements for other municipalities and CEQA clearance work for other Housing Elements. Resumes for all members of the proposed project team must be provided in an appendix to your proposal.

Section 2. Project Understanding and Approach: Describe your understanding of the project. Describe any unique or effective methods, tools, and processes that your firm plans to use to meet the City's goals and objectives of the RFP and CEQA document.

Section 3. Scope of Services: A scope of services shall be provided with a breakdown of tasks and timing to complete the project and a detailed description of the methods for information gathering and analysis used in preparing the Housing Element and CEQA documents to meet the City's objectives and State Law. Proposals should outline a process for gathering all necessary information, preparing the Housing Element and CEQA documents, taking the documents through the public review and adoption process and getting approval of the Housing Element from HCD, including revisions and representing the City in meetings with HCD staff. Describe which members of the project team will be responsible for various task(s) and attending. Include a detailed description of any requested materials needed from the City. Attachment A to this RFP is a City generated Scope of Services. Please review this scope and incorporate the City identified tasks into your proposed Scope of Services. If, in your professional judgment, the City provided scope of services should be expanded or edited, please feel free to do so in your proposal. Be sure to explain why you are recommending adding or deleting certain work requirements.

Section 4. References: Please list reference projects by title and location. Include a short description, state which key personnel proposed for the Milpitas project worked on the reference project and provide a contact name and number.

Section 5. Fee Estimate: Provide a not to exceed fee estimate for preparation of the housing element and CEQA clearances. The cost estimates provided by the consultant shall reflect detailed projected work hours per the scope of services, including hourly rates of compensation

for staff, overhead charges for managing sub-consultants, travel, and production costs, etc. Cost estimates shall include contingencies with upper limits. Include all assumptions made in arriving at the quoted figures.

Section 6. Schedule: Provide schedule and time frame to complete project. The schedule must reference all key steps identified in the scope of work.

SELECTION PROCESS

The City will review the proposals. The firms determined to be most capable of meeting the City's needs will be invited for an interview by the Consultant Review Board. It is the City's intention to convene a Consultant Review Board to interview the most qualified firms in November 2007. Approximately three consultant teams will be invited for an interview. The interview will consist of seven to ten questions relating to the project management, administration and consultant experience. Formal presentations of the firm's history or personnel experience of the proposed project members will be allowed, but limited in time.

A consultant's final placement will be based on the rating of the Review Board and completion of satisfactory reference checks. The City will select the most qualified consultant and negotiate scope of work and fee soon after. A sample copy of a standard City contract agreement is included as Attachment B. If you have any concerns over the standard contract agreement requirements, please address them in your proposal; otherwise, the City will assume all of the terms of our standard contract are agreeable.

SELECTION CRITERIA

The following criteria will be used in rating the proposals:

Experience of firm(s) and understanding of state laws governing the preparation of the Housing Element and CEQA documents;
Demonstrated experience with similar projects;
Experience of key personnel assigned to project;
References;
Responsiveness to RFP;
Quality of proposal submittal;
Current workload of firm;
Ability to complete the project in a timely manner;
Description of resources, including personnel, to conduct each phase of the project;
Written guarantees or assurances that the proposed team will be assigned to the project

TIMELINE

Five complete copies of each proposal must be provided. Each Section of the proposal shall be clearly labeled and tabbed for easy reference. The five copies shall be provided to the City in a sealed envelope by Friday, **November 16, 2007 at 5:00 p.m.** The proposals may be mailed to the mailing address below, but must arrive by the November 16th deadline. Proposals may be sent overnight mail service or walked-in to the address identified for "walk-in" below.

Mailing Address
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

Walk-In/Overnight Mail Address
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

Attn: Felix J. Reliford, Principal Housing Planner

Any questions regarding this proposal, please contact Felix Reliford at (408) 586-3071 or freliford@ci.milpitas.ca.gov.

The following is an outline of the anticipated schedule for proposal review and contract award:

<i>Issue RFP</i>	<i>10/9/07</i>	
<i>Proposal due date</i>	<i>11/16/07</i>	<i>by 5:00 p.m.</i>
<i>Proposal evaluation completed</i>	<i>11/21/07</i>	
<i>Conduct finalist interviews</i>	<i>Week of November 26-30, 2007</i>	
<i>Execute Contract</i>	<i>12/4/07</i>	

***REMINDER:** In order to be considered, all proposal packets must be submitted by 5:00 p.m. on Friday, November 16, 2007. No late proposals will be accepted.*

MISCELLANEOUS NOTES:

The City reserves the right to reject any proposal as non-responsive if the proposal fails to include any requested information. This RFP and interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City of Milpitas and the candidates.

Each candidate submitting a proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the candidate's sole expense and the City shall not, under any circumstances, be responsible for any cost or expenses incurred by the candidate. In addition, each candidate acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the City.

Consultant shall identify any sections of this proposal that they disagree with in regards to content, scope of services provided references, selection process, etc. Selected consultant will be required to execute the standard Milpitas Consultant Services Agreement (see attached example).

ATTACHMENTS-Consultant Resources

- (A) Scope of Services
- (B) Standard Consultant Services Agreement

ATTACHMENT A

City of Milpitas
Proposed Scope of Services

Consultant shall provide the following services:

Initial meeting with Planning and Neighborhood Services Department staff to gain a comprehensive understanding of the Housing Element Update & CEQA clearance project.

Prepare the Housing Element update pursuant to State of California Housing Element Law, Article 10.6 and Sections 65580-65589.9 and State CEQA Requirements. The update shall include the following:

Population and Household Profile: This section shall use the latest information and data from DOF, County of Santa Clara Consolidated Plan, the 2000 census data, and other available sources.

Housing Needs: This Section shall incorporate the Cities share of the Regional Housing Needs as developed and adopted by ABAG to reflect the 5-year planning period of the Housing Element.

Housing Characteristics: This section must use the most recent housing data and information from DOF 2000, Census, and ABAG. Information should also be gathered from the City's Housing Rehabilitation Program, the Local Board of Realtors and any other relevant sources.

Adequate Site Inventory: This section must evaluate the City's existing inventory of available land and infrastructure, which could accommodate future housing developments. Discuss the use of mixed-use development to increase the housing supply. Create an adequate sites map and database.

Review of Existing Housing Element: This section shall evaluate the progress made in implementing the goals, objectives and programs from the 2002 Housing Element. This review should include the following:

Progress in the implementation;
Effectiveness of the element;
Effectiveness in meeting goals, objectives, and polices.

Housing Goals, Policies and Programs: This section shall describe the City's anticipated housing goals for the next five-year period and shall discuss specific housing programs and list quantifiable objectives by income group.

Housing Constraints: In addition to identifying governmental and market constraints to housing, this section of the Housing Element shall include a description of local efforts to remove barriers to housing.

Analysis of the City's Homeless Population: This section shall address the City's strategies and efforts to identify and assist the homeless population with programs and housing opportunities.

Preservation of Assisted Housing Units At-Risk: Analysis of existing assisted rental housing developments that are eligible to change to market rate units including estimated total cost of producing new replacements of housing units, and cost of preserving the assisted housing developments. Name, location of projects, earliest possible date of conversion to market rate and total number of elderly and non-elderly units to be lost from low-income housing stock. Discuss the government code requirements related to financial resources available for housing and conversions of at-risk residential units.

Housing Implementation Plan: Provide a comprehensive 5-year plan of action to implement policies that achieve the goals and objectives outlined within the Housing Element. Topics to be included are: administration of land use and development controls, provision of regulatory concessions and incentives, utilization of appropriate federal, and state financing, subsidy of low and moderate-income housing, identification of adequate housing sites, analysis of ABAG projections of housing needs, and discussion of local housing programs and activities.

Additional Topics: Address any additional topics, which may not be included in this proposal to comply with state laws governing preparation of Housing Elements and that aid the City in meeting its housing goals.

A listing of affordable housing partners working within the community, such as the Santa Clara County Housing Authority and other local non-profits housing providers. All of these groups should be contacted as part of the process of preparing the housing element.

Preparation of charts, graphics, tables, maps, statistical and geo-data, etc. to meet the Housing Element Requirements.

Attendance at public meetings. The budget should assume attendance at a minimum of four public meetings: One Planning Commission meeting, one Council meeting, and two public participation meetings. The budget should reference the cost for additional meetings beyond four on a per-meeting basis.

Recommendations of appropriate General Plan and other text amendments to update the General Plan Housing Element.

Preparation of necessary environmental review documents (negative declaration, supplemental environmental impact report, etc.) to meet California Environmental Quality Act requirements.

Outline a public participation process to obtain public input and comments on preparing the Milpitas General Plan Housing Element.

Information where consultants can find the following documents on-line
(www.ci.milpitas.ca.gov)

- General Plan**
- Housing Element Update (latest)**
- Zoning Ordinance**
- Midtown Specific Plan**
- Draft Transit Area Plan**

Other documents will be provided by the City of Milpitas upon request.

PROJECT NAME:

CITY COUNCIL APPROVAL

PROJECT NO.:

DATE:

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND VERNAZZA WOLFE ASSOCIATES, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Milpitas ("City") and ("Consultant") as of February 6, 2008 in Milpitas, California.

AGREEMENT

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, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end by June 1, 2009 and Consultant shall complete all work described in Exhibit A prior to 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 provided for 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 currently prevailing professional standards observed by a practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the highest and best professional standards of quality observed by a person practicing in Consultant's profession.

1.3 Professional Skill. It is mutually agreed by the parties that City is relying upon the professional skill of the consultant as a specialist in the work, and Consultant represents to the City that its work shall conform to the highest and best professional standards of the profession. Acceptance of the Consultant's work by the City does not operate as a release of Consultant's representations. It is intended that Consultant's work shall conform to the highest and best standards of accuracy, completeness and coordination.

1.4 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit B shall name the specific personnel (including title and hourly charge rate) who shall be performing services. 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.

- 1.5 **Time.** Consultant and Consultant's employees 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 Section 1 above and to complete Consultant's obligations hereunder. Consultant must request at least a week in advance in writing City's approval for any changes to this Agreement's performance schedule and/or dates for deliverables.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed One Hundred Ten Thousand Nine Hundred Thirty Five Dollars (\$110,935), for all services to be performed and reimbursable costs incurred under this Agreement. 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, 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. Consultant further represents that the amount of the compensation specified in this Section 2 shall be a guaranteed maximum price. Hourly rates for personnel performing services shall be as shown in Exhibit B. 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 during the billing period. Invoices shall contain the following information:
- Serial identification of bills ("Invoice #");
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the City project name and number, purchase order number, Project Manager, original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
 - Consultant shall use the City's "Consultant Progress Payment" format specified in Exhibit D for invoice tracking and shall submit the form with each invoice.
 - 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, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed. Satisfactory performance shall be defined and identified according to the discretion of the Interim Planning Director. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. Ten (10) percent shall be retained by the City from each contract billing until the completion of the contract unless authorized differently by City. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice.

2.3 **Reserved**

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. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work. Consultant shall not perform extra work without specific written City approval.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on Exhibit B.

- 2.6 **Reimbursable Expenses.** There shall be no reimbursable expenses related to this Agreement. All monies due Consultant shall be included in this Agreement's not to exceed amount.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable 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 in order to verify costs incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.
- 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 a written Notice to Proceed from the City.

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 information in the City's possession. 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, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance 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. 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 to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. 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 thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 **Workers' Compensation.** 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 ONE MILLION DOLLARS (\$1,000,000.00) 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 Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) 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 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) 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 an endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, except for ten (10) days for non-payment of premium.

4.3 Professional Liability Insurance. If Consultant shall be performing licensed professional services, Consultant 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 ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after

thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, except for ten (10) days for non-payment of premium.

4.3.3 Reserved

4.3.4 The following provisions shall apply if the professional liability coverages are 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. Reserved
- 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 must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 **Requirements for All Policies.**

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.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

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

4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the 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.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

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
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and

against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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 Subparagraph 1.3 and the attached scope of work. 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 Limited as Agent.** Except as City may specify in writing, including by email or other electronic communication, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant and Consultant's employees shall confer with and receive written confirmation from the Planning Director prior to representing or binding the 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 applicable to the performance of the work hereunder.
- 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 legally required to practice their respective professions. Consultant represents and warrants to City that Consultant, its employees, agents and 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 and to perform this Agreement.
- 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 City or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. 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 be specified in writing by the City. Consultant understands and agrees that, if City issues 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 City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

City and Contractor agree that City may allow an extension, at Consultant's written request, in the following limited circumstances: (1) Where City and Consultant mutually agree a reasonable extension is necessary; or (2) City and Contractor agree that circumstances and factors beyond Consultant's control require a reasonable extension.

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 City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.

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 include, but not be limited to, any or all of the following:

8.6.1 Immediate cancellation of the Agreement;

8.6.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation.

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, calculations, 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. Consultant hereby agrees to deliver those documents to the City at any time upon demand of the City. 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. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work product submitted to the City pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement and acceptance by the City as complete, non-exclusive title to copyright of said work for hire shall transfer to the City. The compensation recited in Exhibit B shall be deemed to be sufficient consideration for said transfer of copyright. Consultants and sub-consultants retain the right to use any project records, documents and materials for marketing of their professional services.
- 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 three (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 Section 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 TEN THOUSAND DOLLARS (\$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 three (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 Santa Clara 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 performance or 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 Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve 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 Government Code §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 Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

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 Felix Reliford, who is authorized to act for, and on behalf of, City. 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:

Any written notice to City shall be sent to:
Felix Reliford, Principal Housing Planner
Milpitas City Hall
455 East Calaveras Boulevard
Milpitas, California 95035

10.11 Reserved

10.12 Reserved

10.13 Integration. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.14 Exhibits. All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

By: _____

ATTEST:

Mary Lavelle, City Clerk

Taxpayer Identification Number

APPROVED AS TO FORM:

Michael Ogaz, City Attorney

APPROVED AS TO CONTENT:

Department/Division Head

APPROVED:

Finance Director/Risk Manager

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Compensation Schedule, Personnel and Rates
- Exhibit C: Professional Team
- Exhibit D: Insurance Coverage Documents (to be provide by Consultant)

EXHIBIT A

City of Milpitas Proposed Scope of Services

Consultant shall provide the following services:

- Initial meeting with Planning and Neighborhood Preservation staff to gain a comprehensive understanding of the Housing Element Update & CEQA clearance project.
- Prepare the Housing Element update pursuant to State of California Housing Element Law, Article 10.6 and Sections 65580-65589.9 and State CEQA Requirements. The update shall include the following:
 - a. **Population and Household Profile:** This section shall use the latest information and data from DOF, County of Santa Clara Consolidated Plan and the 2000 census data (if available).
 - b. **Housing Needs:** This Section shall incorporate the Cities share of the Regional Housing Needs as developed and adopted by ABAG to reflect the 5-year planning period of the Housing Element.
 - c. **Housing Characteristics:** This section must use the most recent housing data and information from DOF 2000, Census, and ABAG. Information should also be gathered from the City's Housing Rehabilitation Program, the Local Board of Realtors and any other relevant sources.

Adequate Site Inventory: This section must evaluate the City's existing inventory of available land and infrastructure, which could accommodate future housing developments. Discuss the use of mixed-use development to increase the housing supply. Create an adequate sites map and database.
 - d. **Review of Existing Housing Element:** This section shall evaluate the progress made in implementing the goals, objectives and programs from the 1994 Housing Element. This review should include the following:
 - Progress in the implementation;
 - Effectiveness of the element;
 - Effectiveness in meeting goals, objectives, and polices.
 - e. **Housing Goals, Policies and Programs:** This section shall describe the City's anticipated housing goals for the next five-year period and shall discuss specific housing programs and list quantifiable objectives by income group.
 - f. **Housing Constraints:** In addition to identifying governmental and market constraints to housing, this section of the Housing Element shall include a description of local efforts to remove barriers to housing.

- g. Analysis of the City's Homeless Population:** This section shall address the City's strategies and efforts to identify and assist the homeless population with programs and housing opportunities.
 - h. Preservation of Assisted Housing Units At-Risk:** Analysis of existing assisted rental housing developments that are eligible to change to market rate units including estimated total cost of producing new replacements of housing units, and cost of preserving the assisted housing developments. Name, location of projects, earliest possible date of conversion to market rate and total number of elderly and non-elderly units to be lost from low-income housing stock. Discuss the government code requirements related to financial resources available for housing and conversions of at-risk residential units.
 - i. Housing Implementation Plan:** Provide a comprehensive 5-year plan of action to implement policies that achieve the goals and objectives outlined within the Housing Element. Topics to be included are: administration of land use and development controls, provision of regulatory concessions and incentives, utilization of appropriate federal, and state financing, subsidy of low and moderate-income housing, identification of adequate housing sites, analysis of ABAG projections of housing needs, and discussion of local housing programs and activities.
 - j. Additional Topics:** Address any additional topics, which may not be included in this proposal to comply with state laws governing preparation of Housing Elements and that aid the City in meeting its housing goals.
- A listing of affordable housing partners working within the community, such as the Santa Clara County Housing Authority and other local non-profits housing providers. All of these groups should be contacted as part of the process of preparing the housing element.
 - Preparation of charts, graphics, tables, maps, statistical and geo-data, etc. to meet the Housing Element Requirements.

Attendance at public meetings: The budget should assume attendance at a minimum of four public meetings: One Planning Commission meeting, one Council meeting, and two public participation meetings. The budget should reference the cost for additional meetings beyond four on a per-meeting basis.

- Recommendations of appropriate General Plan and other text amendments to update the General Plan Housing Element.
- Preparation of necessary environmental review documents (negative declaration, supplemental environmental impact report, etc.) to meet California Environmental Quality Act requirements.
- Outline a public participation process to obtain public input and comments on preparing the Milpitas General Plan Housing Element.

PROJECT NAME:

CITY COUNCIL APPROVAL

PROJECT NO.:

DATE:

EXHIBIT B

(COMPENSATION SCHEDULE, PERSONNEL AND RATES)

The City shall pay to the CONSULTANT the following fees:

Reimbursement to the CONSULTANT shall not exceed the amount of \$110,935.00 to complete the Milpitas General Plan Housing Element. The compensation manner and amount paid to the CONSULTANT shall be the following:

/+++

<u>TASK COMPLETED</u>	<u>COMPENSATION MANNER/AMOUNT</u>
25% Completion of Housing Element Task as Outlined in RFP	\$27,733.75
50% Completion of Housing Element Task Outlined In RFP	\$27,733.75
75% Completion of Housing Element Task as Outlined in RFP	\$27,733.75
Completion and Submittal of 15 Copies of the Final Housing Element Document and Adoption of Housing Element by Milpitas City Council (*)	\$27,733.75

(*) Final Housing Element Document shall comply with State of California Housing Element Requirements.

PROJECT NAME:

CITY COUNCIL APPROVAL

PROJECT NO.:

DATE:

EXHIBIT C
(PROFESSIONAL TEAM)

Marian Wolfe, Ph. D Principal

Lucina Vernazza, Principal

(* Roberta Mundie, Principal

(* Suzanne Lampert, Vice President

(* Marissa Plouin, Staff Associate

(* Subconsultants (Environmental Review)

PROJECT NAME:

CITY COUNCIL APPROVAL

PROJECT NO.:

DATE:

EXHIBIT D
(REPORTS; ADDITIONAL PROVISIONS)

1. Monthly Progress Reports and Project Tracking Information (consistent with approved time schedule outlined in the Request for Proposal).
2. Provide 5 copies of the Draft Housing Element for staff review.
3. Provide 5 hard copies of the Final Housing Element to present to City Council with reproducible and digital revision.
4. Provide 5 copies of Final Housing Elements with City Council amendments and response to comments (if required) by HCD.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	290-2909	\$70,935	290-5524237	\$70,935

Explain the reason for the budget change:

Milpitas' previous Housing Element was adopted by the City Council in October 2002 and was found by State Department of Housing and Community Development (HCD) to be in conformance with state law. The proposed Housing Element will be due by June 30, 2009.

On October 2, 2007, the Council authorized staff to send out request for proposals to housing consulting firms to prepare the Housing Element. On January 11, 2008, staff conducted interviews and selected the consulting firm of Vernazza Wolfe Associates, Inc. Vernazza Wolfe Associates currently has been preparing the Housing Marketing Study and has substantial knowledge and experience in Milpitas including the Midtown Specific and Transit Area Plans. The Housing Marketing Study has been completed. Policies from the Housing Marketing Study will be further reviewed during the Housing Element updated process.

Vernazza Wolfe Associates' contact to prepare the Housing Element would not exceed \$110,935. \$40,000 from the Housing Division's operating budget will be used towards the contract amount. The remaining \$70,935 will require an appropriation from the Redevelopment Agency Housing Set-Aside Fund.

Approve a budget appropriation of \$70,935 from the Redevelopment Agency 20% Low-Income Housing Set Aside Funds to prepare the Milpitas General Plan Housing Element.

Check if City Council Approval required.

Meeting Date: February 19, 2008

Itemization of funds, if needed:			Amount
Requested by:	Division Head:	Date:	
	Department Head:	Date: 2/17/08	
Reviewed by:	Finance Director:	Date: 2/7/08	
Approved by:	City Manager:	Date:	
Date approved by City Council, if required:		Confirmed by:	