

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND ASCENT  
ENVIRONMENTAL INC. FOR PROFESSIONAL SERVICES ASSISTANCE FOR THE  
PREPARATION OF THE CITY OF SUNNYVALE'S HOUSING  
ELEMENT FOR 2023-2031 (6TH RHNA CYCLE)**

THIS AGREEMENT, dated 08/13/2021, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Ascent Environmental Inc. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for assistance for the preparation of the City of Sunnyvale's Housing Element for 2023-2031 (6th RHNA Cycle); and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services; and

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Contract consists of the following documents: Exhibit A, Scope of Services, Request for Proposal No. F21-112, consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions and CONSULTANT's completed Proposal. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONSULTANT are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Services by CONSULTANT

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished, and work performed and completed as required in the bid documents under the sole direction and control of the CONSULTANT, and subject to approval of the City.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. The amount of compensation payable under this agreement shall not exceed the sum of One hundred seventy-four thousand nine hundred, ten and No/100 dollars (\$174,910) for the duration of this

contract plus optional translations services in an amount not to exceed Fifteen thousand, ninety and No/Dollars (15,090.00). Therefore, in no event shall the total amount of compensation payable under this agreement exceed the sum of One hundred and ninety thousand dollars (\$190,000.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Compliance with Laws

(a) CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.

(b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards and compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, timecards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is

otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. In no event shall the cost to defend charged to the CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third-Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Trudi Ryan, Director  
Department of Community Development  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: Ascent Environmental Inc.  
Attn: Pat Angell  
455 Capital Mall, Suite 300  
Sacramento, CA 95814

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

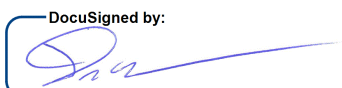
This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

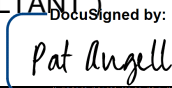
By    
663E57B921394E1...  
City Clerk


CITY OF SUNNYVALE ("CITY")

By    
6AA8436C2F51413...  
City Manager

APPROVED AS TO FORM:

Ascent Environmental, Inc  
("CONSULTANT")

By    
AC80423F9C4D429...  
Pat Angell Principal  
Name/Title

   
09A1ACB0C36245F...  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Name/Title



# Exhibit A Detailed Scope of Services

## SCOPE OF WORK

### TASK 1: PROJECT ADMINISTRATION

#### Subtask 1.1: Project Kickoff Meeting

Ascent will prepare for and attend a virtual kickoff meeting with City staff (i.e., the internal Housing Element working group) to initiate work on the project. The meeting will include discussion of:

- ▶ the City’s project goals and objectives.
- ▶ scope of work and schedule.
- ▶ roles and responsibilities and communication protocols.
- ▶ Housing Element legal requirements, focusing on new state law requirements.
- ▶ progress and priorities of the 2020 Housing Strategy.
- ▶ progress of specific/area plans, pipeline residential developments, and other potential housing strategies.
- ▶ stakeholder engagement and the approach to community outreach.
- ▶ data needs list for the sixth cycle Housing Element update.

Ascent will summarize the input and action items from the meeting. Following the project kickoff meeting, we will work with City staff to finalize the project schedule to meet all City objectives for the project and ensure adoption before the State-mandated deadline. We will also refine the Outreach Plan, as described in Task 2.1.

#### Subtask 1.2: Project Coordination

Ascent’s project manager will schedule and conduct progress meetings with City staff over the course of the project to review project status and ensure that objectives and milestones are being achieved. Ascent will prepare an agenda and summary of action items for each meeting. Our scope of work and budget assume one standing progress meeting each month plus one additional meeting every other month to address specific needs or issues that arise, including additional stakeholder coordination. Our scope assumes most of the meetings are video conference calls using Zoom,

Microsoft Teams, or another preferred platform, exception for two coordination meetings occurring in person over the course of the project. This subtask also includes time for Ascent’s project manager and finance staff to process the contract and prepare monthly invoices and progress reports.

#### DELIVERABLES

- ✓ Kickoff meeting agenda, data needs list, and meeting summary with action items
- ✓ Initial project schedule and finalized project schedule
- ✓ Project coordination meeting agendas and summaries
- ✓ Monthly invoices and progress reports

#### PROPOSED ROLE OF CITY STAFF

- ✓ Schedule and organize logistics for the kickoff meeting
- ✓ Respond to data requests

### TASK 2: COMMUNITY ENGAGEMENT

#### Subtask 2.1: Community Outreach Plan

Ascent will prepare a community outreach plan that provides opportunities for meaningful engagement for a broad array of community interests and meets state requirements to make a diligent effort to engage lower-income residents. Within the first 60 days of initiating the project, we will prepare a memorandum summarizing the proposed outreach program for City review, comment, and approval.

#### Subtask 2.2: Community and Stakeholder Engagement

Although the details of the community outreach program will be determined through Subtask 2.1, the following initial proposal for community engagement activities will provide for meaningful engagement by community members. Ascent will prepare branded outreach materials to advertise engagement events and activities.

- ▶ **Project Website.** Ascent will assist City staff in preparing a project website or webpage to support communications about the planning process. We

recommend that the City leverage the existing City website to the extent possible. The website will serve as a repository for information and should be kept up to date with meeting dates, project schedule information, and contact details for the project team. Ascent will provide initial content for the site, including a project overview, FAQ page, project schedule, and information on community engagement opportunities. A feature allowing members of the public to sign up for the project mailing list is recommended. Website information should be made accessible to those who are visually impaired.

- ▶ **Community Workshops.** Ascent will prepare for and facilitate three community workshops. The first two workshops will occur early in the process to educate the community on the purpose of the Housing Element and collect input on community needs and key housing issues facing residents. The second workshop will happen later in the process to collect feedback on the draft Housing Element, focused on the sites inventory and implementation programs. The meetings can be designed to be in person or virtual. Ascent will assist staff in advertising the meetings by providing website content as well as content for social media, email, newspaper, and partner agency advertising.
- ▶ **Online Community Survey.** Ascent will prepare and help distribute a web-based survey to gather information from the community on housing needs and housing policy priorities. We will compile, analyze, and summarize the survey results.
- ▶ **Stakeholder/Focus Group Meetings.** Ascent will prepare for and attend up to three focus group meetings focused on specific topics of interest, such as affordable housing, missing middle housing, land use and zoning strategies, fair housing, or housing for people experiencing homelessness. Ascent will work with the City to identify topic areas and develop a list of stakeholders to invite to the focus group meetings. It may be possible, and more cost-effective, to coordinate stakeholder outreach at a regional level through the Santa Clara County Planning Collaborative.
- ▶ **Housing Element Working Group Meetings.** Ascent will engage with the City's internal Housing Element Working Group at key points of the planning process as part of the monthly project coordination calls identified in Task 1.3, to provide

updates, coordinate on related efforts, such as Specific/Area Plan updates, and solicit staff input.

- ▶ **Online Community Survey.** Ascent will prepare and help distribute a web-based survey to gather information from the community on housing needs and housing policy priorities. We will compile, analyze, and summarize the survey results.

### Subtask 2.3: Commission and City Council Study Sessions

Ascent will prepare for and attend up to four study sessions—one joint meeting of the Housing and Human Services Commission (HHSC) and the Planning Commission and one meeting with the City Council—to receive input and direction prior to early analysis tasks; and another set of meetings of the joint HHSC and Planning Commission and City Council to present and gather feedback on the public review draft Housing Element before submitting the Housing Element to HCD. We will prepare a PowerPoint presentation and assist City staff with preparation of staff reports for the meetings.

Note: Task 6 includes two additional public hearings on the final Housing Element.

### Subtask 2.4: Translation and Interpretation

Sunnyvale has a diverse, multilingual population. According to the 2018 American Community Survey, there are over 1,200 Spanish-speaking households and nearly 2,700 Chinese-speaking households (Mandarin and Cantonese) that have limited English language proficiency. State law requires the City to make a "diligent effort" to reach all segments of the community. This includes offering translation and interpretation at public meetings, as appropriate. Ascent will coordinate with a translator to translate the online survey and community meeting materials in Spanish and Chinese and coordinate with an interpreter to provide live interpretation at community workshops. With help from City staff, Ascent will also contact community liaisons within the Spanish and Chinese speaking communities that can help encourage active participation.

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#### DELIVERABLES

- ✓ Community Outreach Plan
  - ✓ Materials for posting on the City's project website
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- ✓ Social media and other advertising content
- ✓ Presentations for HHSC, Planning Commission, and City Council meetings

#### PROPOSED ROLE OF CITY STAFF

- ✓ Review and provide input on the Outreach Plan
- ✓ Create project webpage that includes community registration/participation
- ✓ Assist with distribution of publicity materials through social media, email, newspaper ads, and other methods
- ✓ Assist with securing venues and handling logistics for community workshops
- ✓ Provide a list of stakeholders with contact information (to invite to workshops and/or interviews)
- ✓ Coordinate stakeholder meetings
- ✓ Prepare staff reports (with assistance from and peer review by Ascent) for meetings with the various commissions and City Council
- ✓ Take the lead on presentations to the Commissions and City Council

## TASK 3: HOUSING ELEMENT PREPARATION

### Subtask 3.1: Evaluation of Current Housing Element

Ascent will review all annual progress reports (APRs) from the prior planning period and work closely with City staff to determine the status, effectiveness, and appropriateness of the programs in the current fifth cycle Housing Element. We will document the effectiveness of each program, providing quantitative results where available.

### Subtask 3.2: Housing Needs Assessment

Ascent will prepare a housing needs assessment pursuant to Government Code Section 65583, relying heavily on the Local Housing Needs Data Packet and narrative templates provided by the Association of Bay Area Governments (ABAG). The updated housing needs assessment will include information on the following topics:

- ▶ Population and employment demographics and trends.
- ▶ Household characteristics.
- ▶ Housing stock characteristics.

- ▶ Housing costs and affordability.
- ▶ Special housing needs.
- ▶ At-risk housing.
- ▶ Opportunities for energy conservation.

Ascent will review and incorporate the data and narrative provided by ABAG into the needs assessment. Ascent will conduct additional research and analysis to fill in gaps on certain topics, including local data on persons experiencing homelessness, number of units in need of rehabilitation and replacement, and affordable units at risk of converting to market rate.

### Subtask 3.3: Fair Housing Assessment

Ascent will address the new requirement to affirmatively further fair housing (AFFH) in the Housing Element in compliance with AB 686. Ascent will prepare an assessment of fair housing issues, which will include an analysis of fair housing enforcement and outreach, integration and segregation, racially and ethnically concentrated areas of poverty, access to opportunity, displacement risk, and disproportionate housing need. Ascent will examine the spatial relationship between the sites inventory and areas of opportunity (e.g., Tax Credit Allocation Committee/HCD Opportunity Maps), areas with concentrated low-income or minority populations, and areas with disproportionate housing need. Based on the fair housing assessment and analysis of sites, Ascent will identify contributing factors to fair housing issues and propose policies and actions to address these factors.

### Subtask 3.4: Sites Inventory and Analysis of Resources

Ascent will review and update the inventory of available housing sites using the standardized Excel spreadsheet required by HCD. Based on information provided by City staff, Ascent will identify capacity in approved residential projects in the pipeline that are expected to be constructed during the sixth cycle Housing Element planning period. Ascent will identify any newly available sites that were not included in the previous Housing Element, including any new sites made available within newly approved or ongoing Specific/Area Plans. In consultation with City staff, Ascent will review buildout assumptions of plans and housing development in the planning pipeline. Ascent will calculate the capacity and map all available sites. Ascent will also review building permit data for accessory dwelling units (ADUs) and

prepare a projection of ADUs anticipated to be built during the planning period.

Ascent will review each site for adequacy and compliance with new requirements of AB 1397, including site size and status. For non-vacant sites, Ascent describe existing uses and work with City staff to gather information on property owner intent, lease terms, or other evidence demonstrating the likelihood of redevelopment within the RHNA projection period. Also, in compliance with AB 1397, Ascent will identify lower-income sites that have been relied upon in prior housing elements and include a policy or program to permit housing by-right on these sites.

Ascent will conduct an analysis of the capacity on available sites and the ADU projection in comparison to the City's RHNA to determine whether the City has adequate capacity to meet the RHNA. Based on City staff direction in the RFP and our initial review of the City's sites inventory and Specific/Area Plans, we do not anticipate the need to rezone sites to meet the RHNA.

As part of this task, Ascent will also update the discussion of funding resources available for affordable housing programs, including local programs, as well as state and federal funding programs. Ascent will also prepare an assessment of the adequacy of water and wastewater infrastructure to meet housing needs based on infrastructure capacity information provided by City staff.

### Subtask 3.5: Housing Constraints Analysis

Ascent will update the housing constraints analysis to include recent changes (e.g., new ordinances and fees) and to comply with new requirements related to governmental constraints, including AB 879, which requires analysis of any local ordinances that affect the cost and supply of housing; AB 2162 and AB 101, which require zoning for supportive housing and low-barrier navigation centers; compliance with new accessory dwelling unit and density bonus provisions; and permit processing procedures related to SB 330 and SB 35. Ascent will also provide information to comply with new requirements related to nongovernmental constraints, including a description of the length of time between project approval and request for a building permit and requests for reduced density. After completing the analysis, we will identify potential programs to remove or mitigate any identified constraints.

### Subtask 3.6: Opportunities for Energy Conservation

Ascent will review and update the discussion of opportunities for energy conservation to reflect new City and regional programs and initiatives as well as changes to State building code related to energy efficiency.

### Subtask 3.7: Housing Goals, Policies, and Implementation Program

Ascent will prepare an updated Housing Plan based on the evaluation of the existing Housing Element (Subtask 3.1), new requirements of state law, analysis of housing needs and constraints, community input from the community outreach program, discussions with City staff, and best practices. We will review the policy recommendations of the 2020 Housing Strategy and integrate or refine policies and program strategies, to be included in the broader comprehensive Housing Element update. Goals, policies, and the implementation program will address housing needs for all income levels and residents with special needs, including persons experiencing homelessness. Ascent will identify meaningful actions to affirmatively further fair housing based on the fair housing assessment. Each implementation program will include a specific time frame, quantified objective, and responsible department.

### Subtask 3.8: Administrative Draft Housing Element

Ascent will compile the components described above for Subtasks 3.1 through 3.6 into a formatted administrative draft Housing Element, which will be submitted to City staff for review. The administrative draft will also include an updated executive summary, introduction, description of public outreach efforts, review of consistency with other General Plan elements, and appendices. This scope of work assumes that City staff will provide one set of consolidated comments on the administrative draft.

### Subtask 3.9: Public Review Draft Housing Element

Ascent will review and revise the Housing Element to address City staff comments and will prepare a public review draft Housing Element for review by the Housing

and Human Services Commission, the Planning Commission, the City Council, and the general public.

DELIVERABLES

- ✓ Administrative draft Housing Element (electronic copies [Microsoft Word and PDF])
- ✓ Public review draft Housing Element (electronic copies [Microsoft Word and PDF])

PROPOSED ROLE OF CITY STAFF

- ✓ Respond to data requests and provide information about ongoing City initiatives and policy discussions that need to be reflected in the Housing Element
- ✓ Participate in phone calls and meetings to discuss approaches and respond to questions
- ✓ Coordinate review of the administrative draft Housing Element by City departments and provide one set of consolidated comments

TASK 4: HCD REVIEW OF HOUSING ELEMENT

Subtask 4.1: HCD Submittal and Revisions

Following the community workshop and review by the Housing and Human Services Commission, the Planning Commission, and the City Council, Ascent will revise the public review draft Housing Element, prepare a cover letter, and deliver the draft Housing Element to HCD. Ascent will serve as the City’s liaison during the 60-day HCD review period. Halfway through the review period, we will facilitate meetings and phone calls with HCD and City staff to discuss the draft Housing Element and receive preliminary HCD comments. Ascent will prepare all revisions to address HCD comments and will work closely with HCD staff to seek a timely conditional approval letter before the Planning Commission and City Council adoption hearings.

DELIVERABLES

- ✓ HCD review draft Housing Element (electronic copies [Microsoft Word and PDF])
- ✓ Cover letter to HCD (electronic copies [Microsoft Word and PDF])
- ✓ Memorandum with revisions to address HCD comments (electronic copies [Microsoft Word and PDF])

PROPOSED ROLE OF CITY STAFF

- ✓ Direct Ascent in revisions based on City Council direction
- ✓ Participate in phone calls and meeting with HCD

✓ Provide direction on revisions to address HCD comments

TASK 5: ENVIRONMENTAL COMPLIANCE

Subtask 5.1: Administrative Draft Initial Study/Mitigated Negative Declaration

Upon review of comments on the administrative draft Housing Element, Ascent will prepare an administrative draft Initial Study/Mitigated Negative Declaration (IS/MND) or Negative Declaration to address the potential physical environmental impacts associated with implementation of the Housing Element update in compliance with CEQA. The IS/MND will follow a checklist format addressing all environmental issue areas identified in Appendix G of the State CEQA Guidelines, as updated on December 28, 2018. For each environmental topic, a brief environmental setting will be provided, followed by the impact analysis with supporting narrative discussion for each environmental topic. The analysis will incorporate by reference the impact conclusions of the Land Use and Transportation Element (LUTE) Update EIR, the Downtown Specific Plan Amendment EIR, the Lawrence Station Area Plan Update/Intuitive Surgical Corporate Campus Subsequent EIR (anticipated to be certified later this year), and the El Camino Real Corridor Specific Plan EIR (anticipated to be certified prior to the Housing Element update).

With respect to AB 52 requirements, it is assumed that the City will handle all SB 18– and AB 52–related consultation and provide a summary of the AB 52 consultation to Ascent for incorporation into the IS/MND. Mitigation measures will be included in the IS/MND for impacts identified as potentially significant.

Subtask 5.2: Public Draft Initial Study/Mitigated Negative Declaration

Upon receipt of one consolidated set of comments from City staff on the administrative draft IS/MND, Ascent will revise the document and prepare the IS/MND for public release. We will submit electronic versions of the administrative draft notice of intent to adopt a mitigated negative declaration (NOI) and notice of completion (NOC) to the City for review. Ascent will revise the notices based on a consolidated set of comments received from the City. Electronic versions of the revised NOI and NOC will be submitted



to the City within 5 business days of receipt of City comments. Ascent will upload copies of the final NOI and NOC to the State Clearinghouse’s electronic submittal website for local distribution of the NOI and IS/MND. This scope of work assumes that Ascent will work with City staff on the publication of the NOI in a local newspaper and posting with the County Clerk.

Subtask 5.3: Response to Comments

Following the close of the mandatory 30-day CEQA public review period, Ascent will review all public comments received and draft a memorandum responding to CEQA issues raised in the comments for review by City staff. Following receipt of comments from the City, Ascent will provide a final responses-to-comments memorandum for inclusion with the Housing Element update staff report.

Subtask 5.4: Mitigation Monitoring and Reporting Program

Ascent will also prepare a mitigation monitoring and reporting program (MMRP) to be adopted by the City Council as part of the project’s approval. Ascent will attend up to two public hearings (e.g., Planning Commission and City Council) related to adoption of the IS/MND. We will be available to present information related to the CEQA process and findings to the City Council or Planning Commission, as necessary.

Subtask 5.5: Notice of Determination

Ascent will prepare the notice of determination (NOD) for the project and file the NOD with the State Clearinghouse within 5 days following project approval. It is assumed that City staff will handle posting of the NOD with the County Clerk and provide a check for the California Department of Fish and Wildlife document filing fee at that time.

DELIVERABLES

- ✓ Administrative draft IS/MND (electronic copies [Microsoft Word and PDF])
- ✓ Public draft IS/MND (15 hard copies, electronic copies [Microsoft Word and PDF])
- ✓ NOC, Summary Form F, and NOI
- ✓ MMRP (electronic copies [Microsoft Word and PDF])
- ✓ NOD (electronic copies [Microsoft Word and PDF])

PROPOSED ROLE OF CITY STAFF

- ✓ Review administrative draft and screencheck draft IS/MND and provide one set of consolidated comments
- ✓ Coordinate with tribes pursuant to AB 52/SB 18
- ✓ Be responsible for noticing/mailling (and associated printing) and any newspaper publication

TASK 6: FINAL DOCUMENTS AND ADOPTION

Subtask 6.1: Public Hearing Draft Housing Element

Ascent will prepare a public hearing draft Housing Element that incorporates all the responses to HCD comments. We will print hard copies for the Planning Commission and City Council.

Subtask 6.2: Adoption Hearings

Ascent will attend three public hearings—one before the HHSC, the Planning Commission, and the City Council—to present the final Housing Element, respond to questions, and record the Commissions’ recommendations and the Council’s action. Ascent will prepare a meeting presentation and assist City staff with preparing staff reports and the adoption resolution.

Subtask 6.3: Final Housing Element and Submittal to HCD

Ascent will prepare the final Housing Element, incorporating any changes made by the City Council in adopting the Housing Element. We will prepare a cover letter and will print and deliver the Housing Element to HCD for the final 90-day review period. Following HCD certification, we will print and deliver hard copies of the final Housing Element to the City. Ascent will provide all final digital files to the City, including the Housing Element in Microsoft Word and GIS files of the sites inventory.

DELIVERABLES

- ✓ Public hearing draft Housing Element (electronic copies [Microsoft Word and PDF])
- ✓ Final Housing Element (electronic copies [Microsoft Word and PDF])
- ✓ Final sites inventory in HCD-mandated Excel spreadsheet (electronic copy)



Original electronic files of all final products (Microsoft Word, PDF, Excel, and ArcGIS)

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#### PROPOSED ROLE OF CITY STAFF



Present the Housing Element at public hearings with the HHSC, Planning Commission, and City Council

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## Exhibit A-1 Project Schedule

## 06 / PROJECT SCHEDULE

The graphic below presents our proposed schedule for the sixth cycle Sunnyvale Housing Element update. The schedule ensures that there is sufficient time for the City to meet the January 31, 2023, adoption deadline; however, state law also allows a 120-day grace period after the due date before imposing any penalties for late adoption. Based on our extensive experience with sixth cycle Housing Elements, we are fully capable of meeting this schedule. If any component of the schedule does not jibe with your expectations, we would appreciate the opportunity to discuss with you how we can modify it to meet the City's needs.

								2022												2023
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan
Task 1:	PROJECT ADMINISTRATION																			
1.1	Project Kickoff Meeting																			
1.2	Project Coordination																			
Task 2:	COMMUNITY ENGAGEMENT																			
2.1	Community Outreach Plan																			
2.2	Community and Stakeholder Engagement		CC	S,W	S,W				W, CC											
2.3	Commission and City Council Study Sessions																			
2.4	Optional Task: Translation and Interpretation																			
Task 3:	DRAFT HOUSING ELEMENT PREPARATION																			
3.1	Evaluation of Current Housing Element																			
3.2	Housing Needs Assessment																			
3.3	Fair Housing Assessment																			
3.4	Sites Inventory and Analysis of Resources																			
3.5	Housing Constraints Analysis																			
3.6	Opportunities for Energy Conservation																			
3.7	Housing Goals, Policies, and Implementation Program																			
3.8	Administrative Draft Housing Element																			
3.9	Public Review Draft Housing Element																			
Task 4:	HCD REVIEW OF HOUSING ELEMENT																			
4.1	HCD Submittal and Revisions																			
Task 5:	ENVIRONMENTAL COMPLIANCE																			
5.1	Administrative Draft Initial Study/MND																			
5.2	Public Draft Initial Study/MND																			
5.3	Response to Comments																			
5.4	Mitigation Monitoring and Reporting Program																			
5.5	Notice of Determination																			
Task 6:	FINAL DOCUMENTS AND ADOPTION																			
6.1	Public Hearing Draft Housing Element																			
6.2	Adoption Hearings																			
6.3	Final Housing Element and Submittal to HCD																			

S

Stakeholder / Focus Group Meetings and  
Online Survey

W

Community Workshops

CC

Housing and Human Services Commission,  
Planning Commission, and City Council Meetings





Gzj kdk'D"/"Eqo r gpucvkqp"Uej gf wrg

(6TH RHNA CYCLE)

7/20/2021

Ascent Environmental, Inc.

Tasks		Labor												ODCs			Total	
Task #	Task Description	ANGELL PIC/ CEQA Lead	PAYNE Project Director/ Manager	COLIN Assistant Project Manager	THAI Senior Planner	GEN KUONG Urban Planner	UNTERMOSER Urban Planner	POPE Research Analyst	STONER CEQA Project Manager	BURROWS Environment al Planner	Air Quality/ GHG Specialist	MERRY GIS Analyst	Admin/ Word Processing	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee	
		\$270	\$215	\$175	\$160	\$150	\$130	\$100	\$170	\$130	\$160	\$135	\$125					
Task 1: PROJECT ADMINISTRATION																		
1.1 Project Kickoff Meeting & Site Tour		2	2	4										8	\$ 1,670	\$ 400	\$ 2,070	
1.2 Project Coordination		2	20	36									12	70	\$ 12,640	\$ 100	\$ 12,740	
Subtotal, Task 1		4	22	40	0	0	0	0	0	0	0	0	12	78	\$ 14,310	\$ 500	\$ 14,810	
Task 2: COMMUNITY ENGAGEMENT																		
2.1 Community Outreach Plan			2	4		8								14	\$ 2,330		\$ 2,330	
2.2 Community and Stakeholder Engagement		2	40	80		64	20	40						246	\$ 39,340	\$ 1,500	\$ 40,840	
2.3 Commission and City Council Study Sessions			12	8				16						36	\$ 5,580		\$ 5,580	
2.4 OPTIONAL TASK: Interpretation & Translation (See Below)																\$ 15,090	\$ 15,090	
Subtotal, Task 2		2	54	92	0	72	20	56	0	0	0	0	0	296	\$ 47,250	\$ 16,590	\$ 63,840	
Task 3: DRAFT HOUSING ELEMENT PREPARATION																		
3.1 Evaluation of Current Housing Element			1	2		4		12						19	\$ 2,365		\$ 2,365	
3.2 Housing Needs Assessment			2	4		16		24						46	\$ 5,930		\$ 5,930	
3.3 Fair Housing Assessment			4	8		16		56				16		100	\$ 12,420		\$ 12,420	
3.4 Sites Inventory and Analysis of Resources			8	8	12		40					48		116	\$ 16,720		\$ 16,720	
3.5 Housing Constraints Analysis			2	4	8		24	8						46	\$ 6,330		\$ 6,330	
3.6 Opportunities for Energy Conservation			1	2		8								11	\$ 1,765		\$ 1,765	
3.7 Housing Goals, Policies, and Implementation Program			6	6		24	2	2						40	\$ 6,400		\$ 6,400	
3.8 Administrative Draft Housing Element			8	16		24	4	32					8	92	\$ 12,840		\$ 12,840	
3.9 Public Review Draft Housing Element			1	8		12	8	2				8	8	47	\$ 6,735		\$ 6,735	
Subtotal, Task 3		0	33	58	20	104	78	136	0	0	0	72	16	517	\$ 71,505	\$ -	\$ 71,505	
Task 4: HCD REVIEW OF HOUSING ELEMENT																		
4.1 HCD Submittal and Revisions			6	10		8	20	24				8	4	80	\$ 10,820		\$ 10,820	
Subtotal, Task 4		0	6	10	0	8	20	24	0	0	0	8	4	80	\$ 10,820	\$ -	\$ 10,820	
Task 5: ENVIRONMENTAL COMPLIANCE																		
5.1 Administrative Draft Initial Study/MND		4		1				32	36	8	2			83	\$ 12,925		\$ 12,925	
5.2 Public Draft Initial Study/MND		1						6	14	2			8	31	\$ 4,430	\$ 500	\$ 4,930	
5.3 Response to Comments		2		2				8	2					14	\$ 2,510		\$ 2,510	
5.4 Mitigation Monitoring and Reporting Program								1	2					3	\$ 430		\$ 430	
5.5 Notice of Determination								1						1	\$ 170		\$ 170	
Subtotal, Task 5		7	0	3	0	0	0	0	48	54	10	2	8	132	\$ 20,465	\$ 500	\$ 20,965	
Task 6: FINAL DOCUMENTS AND ADOPTION																		
6.1 Public Hearing Draft Housing Element			1	2		4							2	9	\$ 1,415		\$ 1,415	
6.2 Adoption Hearings			12	8		6								26	\$ 4,880		\$ 4,880	
6.3 Final Housing Element and Submittal to HCD			1	4		4							2	11	\$ 1,765		\$ 1,765	
Subtotal, Task 6		0	14	14	0	14	0	0	0	0	0	0	4	46	\$ 8,060	\$ -	\$ 8,060	
PROPOSAL SUBTOTAL		13	129	217	20	198	118	216	48	54	10	82	44	1,149	\$ 172,410	\$ 17,590	\$ 190,000	
Optional Task 2.4: Interpreter Cost Details		Bundled Cost	Language	Meeting Type	Cost for Each	Language	Meeting Type	Cost for Each	Optional Task 2.4: Translation Cost Details									Total
Assumptions: Languages: Spanish, Mandarin, Cantonese Meetings: Three, 4-hour workshops + 100 miles travel each workshop									Assumptions: Workshop Flyers + Online Surveys \$25 per page; 10 pages Total									\$250
Hybrid Meeting (In-Person and Virtual)		\$11,328	Spanish	In-Person	\$596	Spanish	Virtual	\$556										
In-Person Only Meeting		\$6,348	Mandarin	In-Person	\$676	Mandarin	Virtual	\$636										
Virtual Only Meeting		\$4,980	Cantonese	In-Person	\$676	Cantonese	Virtual	\$636										
									Optional Task 2.4: Contingency Budget									Total
									For Community Workshops & Outreach									\$3,512

## Exhibit C

### INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- x Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five-year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled 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 of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN CITY OF SUNNYVALE AND ASCENT ENVIRONMENTAL INC. FOR  
PROFESSIONAL SERVICES ASSISTANCE FOR THE  
PREPARATION OF THE CITY OF SUNNYVALE'S HOUSING  
ELEMENT FOR 2023-2031 (6TH RHNA CYCLE)**

This Amendment to Consultant Services Agreement, dated 07/18/2022 is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and ASCENT ENVIROMENTAL INC. ("CONSULANT").

WHEREAS, on August 13, 2021, CITY and CONSULANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for assistance for the preparation of the City of Sunnyvale's Housing Element for 2023-2031 (6th RHNA Cycle); and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

2. Services by CONSULTANT

CONSULANT shall provide additional services in accordance with Exhibit "A-1" entitled "Scope of Work", CONSULTANT shall determine the method, details and means of performing the services.

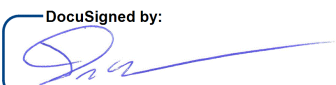
4. Compensation

CITY agrees to pay CONTRACTOR at the billing rates per Exhibit "B-1" Total compensation shall not exceed Two Hundred Thirty-Nine Thousand Nine Hundred Eighty and 00/100 Dollars. (\$239,980.00).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.


ATTEST:

By   
City Clerk

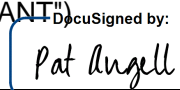
CITY OF SUNNYVALE ("CITY")

By   
City Manager

APPROVED AS TO FORM:

  
City Attorney

ASCENT ENVIROMENTAL INC.  
("CONSULANT")

By   
Pat Angell Principal

Name/Title

By \_\_\_\_\_

Name/Title

May 26, 2022

Jenny Carloni  
Housing Officer  
City of Sunnyvale  
650 West Olive Avenue  
Sunnyvale, CA 94086  
*via email: JCarloni@sunnyvale.ca.gov*

**Subject: Amendment Request #1 to the Scope of Services and Cost Estimate for the City of Sunnyvale Housing Element**

Dear Ms. Carloni:

Ascent looks forward to continuing work with the City of Sunnyvale on the Housing Element Update and ensuring the City's Housing Element provides a useful housing plan, accurately reflects the City's housing capacity, and meets state housing element certification requirements. The sixth housing element update cycle has presented challenges to jurisdictions across the state, many of which are reflected in the original scope and cost. However, changing expectations have resulted in the need for additional analysis and meetings beyond that previously scoped. In addition, ongoing efforts to update the El Camino Real Specific Plan and Moffett Park Specific Plan have necessitated additional coordination between project teams and updates to the draft Housing Element to ensure accurate representation of the City's housing capacity and regulations. During the Housing Element update process, Ascent has provided additional services beyond those anticipated under the original scope of work, in response to project needs and staff request. Additional services and reasons for increased effort include:

- ▲ Participation in the Santa Clara County Planning Collaborative;
- ▲ Additional meetings with City commissions and advisory bodies;
- ▲ Additional analysis to address complexities in the sites inventory, including incomplete data on sites affected by current specific plan updates (i.e., El Camino Real Specific Plan and Moffett Park Specific Plan), coordination with project teams, and review of non-vacant sites;
- ▲ Delayed receipt of additional fair housing data and effort to review and incorporate newly introduced data; and
- ▲ Delayed receipt of staff comments on the Administrative Draft Housing Element, resulting in additional last-minute revisions prior to publication.

In addition, recognizing the potential for the Moffett Park Specific Plan to be adopted after the January 31, 2023, state-mandated housing element deadline, we recommend including a contingency that would allow for revisions to the sites inventory and the development of a rezone strategy to meet the City's unmet housing need.

Please see the following augmented scope of work and cost estimate to address these additional services. No changes to the remaining tasks are included in this request.

## **A. AMENDED SCOPE OF WORK**

### **Task 1: Project Administration**

The Santa Clara County Planning Collaborative provides technical assistance and shared resources to address housing needs in the county. Upon staff request, Ascent participated in the collaborative to share progress on the housing element and inform technical assistance, particularly in relation to the fair housing assessment. Ascent has attended 6 planning collaborative meetings, to date, and has provided input on technical assistance workplans including participation in the fair housing subcommittee. Ascent will attend up to 4 additional planning collaborative meetings.

### **Task 2: Community Engagement**

Upon staff request, Ascent presented the Housing Element and solicited feedback from the City's Age-Friendly Advisory Committee on February 8, 2022. Ascent also attended one additional council meeting on May 3, 2022, and one additional commission meeting on May 25, 2022, to present the public review draft Housing Element to the Housing and Human Services Commission and gather feedback before submitting the Housing Element to the Department of Housing and Community Development (HCD).

### **Task 3: Housing Element Preparation**

Fair housing data anticipated from the Association of Bay Area Governments and Santa Clara County Planning Collaborative technical assistance was received much later in the process than initially anticipated. This resulted in the need for Ascent to prepare analysis for the fair housing assessment, (i.e., tables, mapping, and discussion) and also required review and incorporation of newly introduced data much later in the process. Ascent reviewed the data to ensure alignment and consistency with the previously drafted fair housing assessment.

Delays in updates to the El Camino Real Specific Plan and Moffett Park Specific Plan impacted the preparation of the sites inventory and resulted in evolving target sites and capacity. Under the original scope, Ascent assumed the plan updates would be publicly available prior to the preparation of the sites inventory. Due to the limited availability of land use and zoning information proposed in the plan updates, Ascent coordinated directly with the project teams to ensure sites identified for additional housing capacity through the specific plan update processes are reflected in the Housing Element sites inventory. Ascent also prepared several revisions to the sites inventory based on newly introduced information on the plan updates. If additional revisions to the proposed land use and zoning maps for the specific plan updates are proposed, Ascent will revise the sites inventory accordingly.

### **Contingency - Rezone Obligation Analysis**

If the Moffett Park Specific Plan is not adopted prior to the Housing Element, the sites inventory of the Housing Element will need to be revised to reflect the City's RHNA shortfall and resulting rezone obligation. The sites within Moffett Park would be shown as candidate rezone sites and would need to be analyzed in the environmental document as such. The details of this effort are unknown at this time and are dependent on the specific plan update process and HCD's review of the Housing Element. As such, Ascent recommends including a contingency budget of \$20,000 to cover potential costs. If the rezone obligation warrants an environmental document beyond the Initial Study/Mitigated Negative Declaration originally scoped, an additional scope and budget amendment would be needed. This will be determined once HCD reviews the draft housing element, and the schedule of the Moffett Park Specific Plan Update EIR is known.

### **B. KEY ASSUMPTIONS AND EXCLUSIONS**

This scope amendment assumes all key assumptions previously outlined in the executed contract, dated August 13, 2021. No changes or additional assumptions and exclusions are proposed at this time.

### **C. COST ESTIMATE**

Ascent's proposed cost to complete the tasks described above is \$49,980 (inclusive of a \$20,000 contingency) as shown in the attached spreadsheet. The proposed price is based on estimated hours and 2021 labor rates. Monthly invoices will be submitted based on hours billed and other direct costs incurred during each billing period. Ascent reserves the right to move cost allocations between tasks so long as the overall budget is not exceeded.

If executed, this amendment request would result in a total contract price of \$239,980.

Thank you for the opportunity to provide this amendment request.

We look forward to continuing our work with you on this important project. If you have any questions, please feel free to contact us.

Sincerely,



Chelsey Payne, AICP  
Project Director

p: 916.306.2621

e: [Chelsey.Payne@AscentEnvironmental.com](mailto:Chelsey.Payne@AscentEnvironmental.com)



Pat Angell  
Principal-in-Charge

p: 916.732.3324

e: [Pat.Angell@AscentEnvironmental.com](mailto:Pat.Angell@AscentEnvironmental.com)

Attachments:

A      Cost Estimate





City of Sunnyvale  
2023-2031 Housing Element Update - Amendment 1

5/26/2022

Ascent Environmental, Inc.

Tasks								Total
Task #	Task Description	PAYNE Project Director/ Manager \$215	UNTERMOSER Urban Planner/ Project Manaaer \$130	GELBMAN Senior Planner \$185	MERRY GIS Analyst \$135	Total Hours	Total Labor Costs	Total Fee
Task 1: PROJECT ADMINISTRATION								
1.1	Project Kickoff Meeting & Site Tour					0	\$ -	\$ -
1.2	Project Coordination		20			20	\$ 2,600	\$ 2,600
Subtotal, Task 1		0	20	0	0	20	\$ 2,600	\$ 2,600

Task 2: COMMUNITY ENGAGEMENT								
2.1	Community Outreach Plan					0	\$ -	\$ -
2.2	Community and Stakeholder Engagement					0	\$ -	\$ -
2.3	Commission and City Council Study Sessions	8	12	4		24	\$ 4,020	\$ 4,020
Subtotal, Task 2		8	12	4	0	24	\$ 4,020	\$ 4,020

Task 3: DRAFT HOUSING ELEMENT PREPARATION								
3.1	Evaluation of Current Housing Element					0	\$ -	\$ -
3.2	Housing Needs Assessment					0	\$ -	\$ -
3.3	Fair Housing Assessment	4	16	8		28	\$ 4,420	\$ 4,420
3.4	Sites Inventory and Analysis of Resources	12	80		16	108	\$ 15,140	\$ 15,140
3.5	Housing Constraints Analysis					0	\$ -	\$ -
3.6	Opportunities for Energy Conservation					0	\$ -	\$ -
3.7	Housing Goals, Policies, and Implementation Program					0	\$ -	\$ -
3.8	Administrative Draft Housing Element	8	16			24	\$ 3,800	\$ 3,800
3.9	Public Review Draft Housing Element					0	\$ -	\$ -
Subtotal, Task 3		24	112	8	16	160	\$ 23,360	\$ 23,360

Task 4: HCD REVIEW OF HOUSING ELEMENT								
4.1	HCD Submittal and Revisions					0	\$ -	\$ -
Subtotal, Task 4		0	0	0	0	0	\$ -	\$ -

Task 5: ENVIRONMENTAL COMPLIANCE								
5.1	Administrative Draft Initial Study/MND					0	\$ -	\$ -
5.2	Public Draft Initial Study/MND					0	\$ -	\$ -
5.3	Response to Comments					0	\$ -	\$ -
5.4	Mitigation Monitoring and Reporting Program					0	\$ -	\$ -
5.5	Notice of Determination					0	\$ -	\$ -
Subtotal, Task 5		0	0	0	0	0	\$ -	\$ -

Task 6: FINAL DOCUMENTS AND ADOPTION								
6.1	Public Hearing Draft Housing Element					0	\$ -	\$ -
6.2	Adoption Hearings					0	\$ -	\$ -
6.3	Final Housing Element and Submittal to HCD					0	\$ -	\$ -
Subtotal, Task 6		0	0	0	0	0	\$ -	\$ -

AMENDMENT SUBTOTAL	32	144	12	16	204	\$ 29,980	\$ 29,980
Contingency							\$ 20,000
AMENDMENT TOTAL							\$ 49,980

Original Total Contract Budget		\$ 190,000
REVISED TOTAL CONTRACT BUDGET		\$ 239,980