

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND BAE URBAN ECONOMICS FOR
THE DEVELOPMENT OF SUNNYVALE HOUSING STRATEGY**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BAE URBAN ECONOMICS, A California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized consulting services in relation to developing a Sunnyvale Housing Strategy; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from the date of contract execution until project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

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, and shall include services as identified in Exhibit "A" in the amount of One Hundred Eighty Four Thousand Seven Hundred Forty One and No/100 Dollars (\$184,741.00) for the duration of the contract, as well as optional services in an amount not to exceed Fourteen Thousand One Hundred Seventy Five and No/100 Dollars (\$14,175.00) for the

duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Ninety Eight Thousand Nine Hundred Sixteen and No/100 Dollars (\$198,916.00) 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

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. 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.

Pursuant to CITY's Standard Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700), Disclosure Category 1. See www.fppc.ca.gov for Form 700.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- A. CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT 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 CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.

- B. CONSULTANT 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.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

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 or endorsements as specified in Exhibit "C."

12. CITY Representative

Trudi Ryan, Community Development Department Director, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Matt Kowta, Managing Principal, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. 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
Community Development Department
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Matt Kowta, Managing Principal
Bae Urban Economics
2600 10Th St. Suite 300
Berkeley, CA 94710

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

- 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.

17. 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 in writing signed by all parties.

18. 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.

19. 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:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

BAE URBAN ECONOMICS
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

Exhibit A
SCOPE OF WORK
PROFESSIONAL CONSULTING SERVICES
SUNNYVALE HOUSING STRATEGY

I. General

The goal of the 2017 Housing Strategy is to refine the City's long-term housing strategy to identify potential improvements to existing programs and approaches, and/or potential new approaches to increase affordable housing stock and/or improve affordability of the local housing market. The purpose of this study is to provide the City with an updated strategy that recognizes and builds on the strategies described in the current Housing Element and 2015-2020 HUD Consolidated Plan, to guide future housing policy to address current and future community needs.

II. Project Information

A. Description

The Housing Strategy project is the implementation of a City "study issue" selected by the City Council in February 2017, with a Work Plan approved in December 2017. Please see attached study issue paper CDD 17-09, provided in Attachment D through D-3 in the RFP and December 12, 2017 Report to Council 17-1069:

<https://sunnyvaleca.legistar.com/LegislationDetail.aspx?ID=3289170&GUID=23197AF8-A373-4C78-BE80-23E274B07D01&Options=&Search=>.

B. Location of Services / Outreach / Field Research

The project will require the consultant team to attend and/or convene meetings, make presentations, and meet with City staff, officials and/or stakeholders within Sunnyvale, mostly at City facilities such as City Hall, the Library, and/or Community Center; and also possibly at other locations throughout the city, such as non-profit or faith-based institutions, stakeholder facilities, mobile home parks, local businesses, etc. The geographic focus area of the study is the city of Sunnyvale, however the regional (South Bay/Bay Area) context is also important.

C. Existing Conditions

The City is undertaking this project in a time of significant change in State law related to housing development and pending substantial changes to federal housing policy and subsidy levels. In addition, the local context includes all-time historically high volumes of development activity (of all types), and periodic operational activities in CDD, including the forthcoming Assessment of Fair Housing (AFH) and 2020 HUD Consolidated Plan (ConPlan) update, and preparation for the 2020 Census. The City must complete the AFH, ConPlan update and Census activities to meet federal requirements. This context will raise issues related to, and help to inform the development of the Housing Strategy. In addition, this study issue was created in response to several more specific housing concerns raised by various residents and stakeholders since 2016, including concerns about mobile home park rents, inclusionary housing policies,

mobile home park conversion policies, age-friendliness of housing in Sunnyvale, and related issues as noted in the study issue paper.

III. Consultant Scope of Services

Complete the following tasks. Regarding timing of deliverables, Task 4, deliverable A shall be prioritized and delivered at the earliest possible time, which may be prior to completion of other tasks.

Task 1: Start-Up Meeting and Existing Conditions Analysis

The BAE Team will meet with Sunnyvale City staff for a project start-up meeting to confirm project objectives, refine roles and responsibilities, discuss expectations for process and deliverables, and identify data and materials that are available for the BAE team's review. PlaceWorks and BAE will also discuss the public engagement plan with City staff to strategize on how best to ensure that the full breadth of community members and organizations participate in the General Plan Update process in a meaningful way through community events, an online presence, innovative graphics, and multiple means of input. As a part of this task, BAE will review the City's current Housing Element, 2015-2020 Consolidated Plan, 2008 Sunnyvale Housing Strategy, recently completed nexus studies related to inclusionary zoning and housing impact fees, the City's General Plan, the City's mobile home park conversion ordinance, recent conversion impact reports, and any other relevant background materials. After the start-up meeting, PlaceWorks will prepare a Draft and Final Engagement Plan that will incorporate the work included in Task 2 and the additional work funded in Task 9 as well as interviews and community meetings included in other tasks.

In this task, BAE will also summarize relevant information from background materials furnished by the City, plus data from limited additional research on current conditions to prepare a profile of local housing conditions and needs. The profile will include current renter and owner household income levels, housing cost burden, overcrowding, resident age distribution, existing housing inventory by unit type, residential rents and sale prices, and residential vacancy rates. This analysis will also provide a demographic profile of mobile home park residents and an overview of mobile home park home prices and vacancy rates, to the extent data are available.

Deliverables:

- Draft and Final Community Engagement Plan, including timeline
- Summary of background materials and existing programs and policies, to be incorporated into draft and final strategy document

Task 2: Implement Public Engagement Plan

PlaceWorks will lead the community engagement process for this project, in coordination with BAE. The BAE team's proposed approach to the community engagement strategy includes in-person community and stakeholder meetings as well as online tools.

As a part of the public engagement plan, PlaceWorks can create a website (or a webpage on the City website) for the Housing Strategy. The website will include basic information about the project, including a description of the process, meeting dates, and project updates as major milestones are achieved. The website will also include educational materials. When documents are available to the public, PlaceWorks will provide the documents in PDF format on the website. PlaceWorks' in-house webmaster will be responsible for managing and updating the website, including PDF files made available for downloading.

In addition, PlaceWorks can utilize the firm's proprietary cutting-edge tools to engage community members using digital technology as a complement to physical materials and face-to-face outreach. The firm's sophisticated online comment and discussion forum features a variety of options, such as map-based and prioritization exercises that enable people to participate in the housing discussion whenever and wherever it is convenient for them. The digital engagement tools can include online surveys that provide opportunities to weigh in on priorities, as well as tools to assist in outreach and information gathering prior to, during, and following the outreach events.

The proposed scope of work for Tasks 3 through 6, as described below, include five community meetings, six mobile home park stakeholder meetings, one developer panel, and four public presentations to the Planning Commission and/or City Council, which will form part of the community engagement strategy for the project. The BAE team is open to reallocating meetings between tasks to ensure maximum and meaningful stakeholder participation as we work with the City to refine the public engagement plan in Task 1.

Deliverables:

- Outreach materials formatted for internet distribution and in-person meetings, covering the topics in Tasks 3 through 6 below.
- Meeting notes
- Summary and analysis of feedback received, including potential implications for the final Strategy (to be provided as part of Tasks 3 through 6).

Task 3: Mobile Home Parks Analysis

The BAE team will conduct an analysis of the mobile home park space rent stabilization programs, conversion policies, and potential acquisition strategies. BAE will review best practices for mobile home rent stabilization, conversion, and options for acquisition. In addition, BAE will consult with subconsultant Goldfarb & Lipman regarding the legal framework for a potential mobile home space rent stabilization program and any potential changes to the City's mobile home park conversion policy.

The BAE team proposes two community meetings and four stakeholder meetings as a part of this task. To jump-start this task, the BAE team will work with City staff to schedule an initial mobile home park resident meeting soon after project kick-off, to gather input on residents' initial concerns. During the first community meeting, which will include outreach to a broader group of local stakeholders, PlaceWorks, Goldfarb & Lipman, and BAE will present background information to help educate about options relating to mobile home park rent stabilization and

preservation, including pros and cons of rent control, and obtain input from community members on issues related to mobile home parks. Following the first community meeting, BAE will conduct up to six meetings with stakeholders to gain more in-depth insight on the relevant issues and possible mechanisms to address housing needs associated with mobile home parks. Potential stakeholders could include park residents, park ownership and/or management representatives, advocates, tenant/landlord mediation groups, neighborhood association representatives, and other interested parties. The second community meeting will occur after the BAE team has formulated potential policies and programs, in order to obtain additional input on draft recommendations. Topics to be discussed in community and stakeholder meeting include mobile home space rent stabilization, the effectiveness of the City's current mobile home park conversion policy, and the potential acquisition strategies. The BAE team will prepare outreach materials and interview questions for the community and stakeholder meetings. The budget for this task assumes that all stakeholder meetings will occur on a single day, with the possibility of phone interviews for stakeholders that are unable to participate in person on the designated date.

The BAE team will prepare an analysis of a potential mobile home space rent stabilization policy and a high-level overview of the effectiveness of the City's current mobile home park conversion policy. The analysis will describe policy options, evaluate benefits and drawbacks of possible policies, and potential funding structures and costs for program implementation. In addition, BAE will provide an overview of mobile home park acquisition options, including resident, cooperative, and nonprofit acquisition, and the potential applicability of each option for mobile home parks in Sunnyvale.

Deliverables:

- Overview of background information and best practices
- Background information, agendas, other materials for community meetings
- Stakeholder meeting materials and agendas
- Summary of outreach process and stakeholder input
- Summary of potential policy options, including possible models for a mobile home space rent stabilization and/or mediation program, potential changes to the City's conversion policies, and options for park acquisition. This will include a written analysis of potential benefits and drawbacks, proposed administrative and financing structure, and recommended next steps for implementing each program option.

Task 4: Age-Friendly Housing Analysis

The BAE team will provide an overview of the age-friendliness of housing in Sunnyvale and potential policy options to improve age-friendliness in housing. This will draw upon information regarding housing needs of the elderly from the City's Housing Element and Consolidated Plan, as well as from relevant data from the Library and Community Services Department's age-friendly community efforts. BAE will review current age-friendly housing options in Sunnyvale and existing policies and programs that may support or inhibit age-friendly housing, as well as best practices in similar jurisdictions.

The BAE team proposes one community meeting as a part of this task. During the community meeting, PlaceWorks and BAE will present background information and obtain input from community members on issues related to age-friendly housing. The BAE team will prepare outreach and educational materials for the meeting.

Drawing on the background information and input from the public engagement process, BAE will provide recommendations for cost-effective, legally feasible options for improving Sunnyvale's age-friendliness through City housing policies or practices. Policies and programs to be considered include programs that enable seniors to age in place, such as home accessibility retrofits and facilitation of accessory dwelling units, as well as policies and programs to support the construction of senior housing.

Deliverables:

- Overview of background information and best practices
- Background information, agendas, other materials for outreach meeting
- Summary of outreach process and stakeholder input
- Overview of recommended next steps, programs to consider, and recommendations for improving age friendliness of housing in Sunnyvale, based on background research and community/stakeholder input.

Task 5: Supply-side Approaches to Improving Housing Affordability and Availability

The BAE team will evaluate supply-side approaches to improve housing affordability and availability in Sunnyvale. This task will consist of three subtasks.

Task 5A: Stakeholder Meeting. BAE believes that the most effective outreach to assess potential supply-side approaches involves direct discussion with the developers that produce housing. Accordingly, BAE and Novin Development will convene a developer panel to obtain input from the market-rate and affordable development community on potential supply-side approaches to improving housing affordability and availability, including a potential rental inclusionary program.

Task 5B: Develop Inclusionary Rental Program. BAE will prepare a draft inclusionary rental program concept that is consistent with AB 1505 and program parameters initially proposed by City staff. The inclusionary program concept will build on the City's prior inclusionary rental program and current density bonus program. BAE will discuss potential inclusionary program parameters with City staff, including project threshold size, affordability targeting, affordability proportions, potential in-lieu fee options, possible exemptions, and other issues. BAE will then prepare a draft program concept and meet with City staff to review and refine the draft concept. Following the meeting with City staff, BAE will prepare draft concept for public distribution and outreach. The BAE team will review the public input on the draft concept and will then prepare a final draft program description and PlaceWorks will prepare draft ordinance language for Housing and Human Services Commission, Planning Commission and City Council consideration.

Task 5C: Evaluate Other Supply-Side Approaches. BAE will provide an overview and analysis of other potential supply-side approaches to improve affordability and availability, including, but not limited to: additional affordable housing project financing; land acquisition financing programs for non-profit developers; and updating the condominium conversion ordinance, permit processing procedures, and/or development standards. BAE will assess factors that affect local housing supply and cost, including state and federal regulations, local land use and permitting processes, market and development feasibility conditions, and other economic and market conditions that influence housing development activity in Sunnyvale. As a part of this task, BAE and Novin Development will convene a developer panel to assess current barriers to improving housing affordability and availability in Sunnyvale and opportunities to improve housing affordability and availability.

Deliverables:

- Summary of existing conditions and supply-side factors affecting housing type, location, timing, and development activity in Sunnyvale, which will be incorporated into the final report
- Educational and other background materials to be used in outreach meetings and/or online, including possible local policy and/or programmatic responses to increase and local housing supply across affordability levels and unit types
- Summary of input from stakeholder outreach process
- Content for final report with recommended supply-side strategies and next steps.

Task 6: Demand-Side Analysis and Options

In this task, the BAE team will provide an analysis of factors that affect demand for housing in Sunnyvale and potential demand-side approaches to addressing local housing needs. Drawing in part on the demographic and housing market data collected in Task 1, BAE will evaluate the effects of local demographic and economic conditions, the home prices that residents and investors are willing and able to pay for housing, institutional and speculative investment in housing, and other factors that affect local housing demand and pricing. This task will also include an analysis of the manner in which these factors influence the type, location, tenure, unit sizes, and length of occupancy that existing residential developments serve and that new residential units are likely to target.

The BAE team proposes two community meetings as a part of this task. During the first community meeting, PlaceWorks and BAE will present background information and obtain input from community members on demand-side factors affecting the availability of housing. The second community meeting will occur after the BAE team has formulated potential policies and programs, in order to obtain additional input on draft recommendations. The BAE team will prepare outreach and educational materials for each meeting.

The BAE team will assess potential demand-side approaches that the City can implement to better meet the demand for housing among populations and households that face challenges in the current housing market, such as lower-income households, first-time homebuyers, seniors, and households with special

needs. Possible approaches include, but are not limited to, educational programs on financial literacy, homebuyer education, tenant education, equity-sharing home buyer programs, and/or mobile home park resident or non-profit acquisition efforts. The BAE team will provide recommendations regarding demand-side approaches that the City can implement to help local households in need better compete in the local housing market.

Deliverables:

- Written summary of demand-side issues that affect the cost of local housing and residents' ability to pay for housing, to be included in the final report.
- Educational materials to be used in outreach meetings and/or online to share background information and possible local demand-side policy and/or programmatic responses
- Summary of public engagement process and input
- Content for the final report with recommended demand-side strategies, program models, and next steps

Task 7: Housing Strategy Report

The BAE team will prepare an administrative draft Housing Strategy Report that presents the background information, findings, and recommendations from Tasks 1 through 6. The draft report will incorporate background materials and analysis from earlier tasks as well as any subsequent feedback received from community members, stakeholders, and City staff. The report will provide a brief overview of existing policies and programs implemented by the City and evaluate potential policies and programs with respect to possible fiscal impacts, administrative burden, infringement on private property rights, and/or other potential unintended negative impacts, as well as positive impacts.

The administrative draft will include an implementation strategy that will detail next steps to guide the City for the remainder of the 2015-2023 Housing Element period. The implementation strategy will prioritize policy and program options that are likely to have the most net positive impact for meeting Sunnyvale's housing needs and make effective use of limited public and private resources. The strategy will provide high-level projections of any implementation costs and revenues for recommended programs, and recommend options for program design, administrative structure, and policy approaches to minimize implementation costs to the extent possible.

After submittal of the draft, the BAE team will convene a teleconference to review the findings with City staff, respond to questions, and receive verbal comments. After the teleconference, the BAE team will respond to one set of consolidated written comments on the draft from City staff to prepare a public review report, which will be circulated to receive public input. At the conclusion of the public input period, the BAE team will produce a final Housing Strategy Report that incorporates input from the community, City staff, and elected and appointed officials. BAE will also prepare a draft staff report on the Housing Strategy. The final report will include a summary of public input received on the draft report and the outreach used to circulate the draft report.

Deliverables

- Administrative Draft Housing Strategy Report
- Draft Staff Report on Housing Strategy
- Public Review Draft Housing Strategy Report
- Final Housing Strategy Report

Task 8: Public Presentations

BAE will attend up to four meetings of the Sunnyvale Housing and Human Services Commission, Planning Commission and/or City Council to present the Housing Strategy, obtain input, and respond to questions and comments. BAE will prepare presentation materials for the meetings and will review all presentation materials with City staff prior to meetings to obtain input and make refinements.

BAE will also be available for additional meetings if needed, subject to the approval of City staff, at an additional cost (or a reallocation of budget from community meetings in other tasks, as appropriate).

Task 9: Optional Items: Content for City Website, Newsletters, Survey, Etc.

For this task, PlaceWorks will take the lead on providing project-related content to support various methods of augmenting outreach, such as the City website, city newsletters, the City's Peak Democracy platform, online survey, etc. PlaceWorks will define and integrate this work into the overall Draft and Final Public Engagement Plans, to be prepared as part of Task 1. The BAE team will not maintain a separate website for the project. The BAE team will provide content to City staff for posting to the City's own website, Peak Democracy platform, insertion into City-published newsletters, e-mail blasts to City contact lists, etc.

Exhibit B
Compensation Schedule

City of Sunnyvale
Proposal For: Sunnyvale Housing Strategy
BAE Urban Economics Team

Tasks		BAE						PlaceWorks							Total
Task #	Task Description	Principal in Charge	Vice President/ Project Manager	Associate	Analyst	Total	Total Costs	Principal	Project Manager	Designer	Total	Total Costs	Goldfarb & Lipman	Novin Dev.	Total Fee
		Matt Kowta	Stephanie Hagar	Chelsea Guerrero	Denim Ohmit			Charlie Knox	Rosie Dudley	Abe Sheppard					
		\$300	\$210	\$140	\$95			\$225	\$165	\$115					
1	Start-Up & Existing Conditions	6	9	18	29	62	\$8,965	3	3		6	\$1,170	\$1,300	\$1,000	\$12,435
2	Implement Public Engagement	8	10	10	8	36	\$6,660	22	50		72	\$13,200			\$19,860
3	Mobile Home Park Analysis	14	30	23	24	91	\$16,000	24	28	16	68	\$11,860	\$11,500	\$1,000	\$40,360
4	Age-Friendly Housing	2	8	12	9	31	\$4,815	10	10	8	28	\$4,820			\$9,635
5	Supply-Side Approaches	12	38	24	27	101	\$17,505	18	34	12	64	\$11,040	\$3,200	\$8,000	\$39,745
5A	Stakeholder Meeting	4	8	4	0	16	\$3,440				0	\$0		\$3,000	\$6,440
5B	Inclusionary Rental Program	4	18	12	11	45	\$7,705	18	34	12	64	\$11,040	\$2,000	\$3,000	\$23,745
5C	Other Supply-Side Approaches	4	12	8	16	40	\$6,360				0	\$0	\$1,200	\$2,000	\$9,560
6	Demand-Side Analysis	7	16	24	18	65	\$10,530	22	30	24	76	\$12,660	\$4,000		\$27,190
7	Housing Strategy Report	16	24	39	20	99	\$17,200	8	26	18	52	\$8,160			\$25,360
8	Public Presentations (2)	12	12			24	\$6,120					\$0			\$6,120
	Expenses					0	\$2,020				0	\$2,016			\$4,036
	Proposal Subtotal	77	147	150	135	509	\$89,815	107	181	78	366	\$64,926	\$20,000	\$10,000	\$184,741
	Optional Services														
9	Content for City Website, Newsletters, Survey, Etc	6	12	6		24	\$5,160	12	32	9	53	\$9,015			\$14,175
	Total Optional Services	6	12	6	0	24	\$5,160	12	32	9	53	\$9,015			\$14,175
	Total Incl. Optional Services	83	159	156	135	533	\$94,975	119	213	87	419	\$73,941	\$20,000	\$10,000	\$198,916

Exhibit C
INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant 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**: \$1,000,000 per occurrence and \$2,000,000 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.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$1,000,000 per occurrence.

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** policy 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.

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.