

## **RESOLUTION NO. 2018-042**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING A MASTER AGREEMENT WITH MINTIER HARNISH LP FOR PREPARATION OF AN UPDATE TO THE GENERAL PLAN IN THE AMOUNT OF \$1,037,461, WITH A 10% CONTINGENCY, FOR A TOTAL AMOUNT NOT TO EXCEED \$1,141,207, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT**

**WHEREAS;** the Rohnert Park General Plan 2020 was prepared to provide the City's planning vision for 20 years and the close of this planning period is approaching; and

**WHEREAS;** the City's current General Plan requires revisions and additions to address changes in State law, the new 2017 Office of Planning and Research General Plan Guidelines, and contemporary planning practice; and

**WHEREAS,** the City's contracting practices are governed by its Purchasing Policy; and

**WHEREAS,** in accordance with the Purchasing Policy, staff solicited proposals from qualified planning firms to prepare an update to the General Plan; and

**WHEREAS,** Mintier Harnish LP provided the most responsive proposal and best demonstrated its qualifications to prepare the update to the General Plan; and

**WHEREAS,** staff has negotiated with Mintier Harnish LP to arrive at a scope of services and professional fee that meets the City's budget goals.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement by and between Mintier Harnish LP, a Limited Partnership, and the City of Rohnert Park, a municipal corporation, for the an update to City's General Plan in the amount of \$1,037,461, with a 10% contingency, for a total amount not to exceed \$1,141,207.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution, the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

**DULY AND REGULARLY ADOPTED** this 27<sup>h</sup> day of March, 2018.

**CITY OF ROHNERT PARK**

Pam Stafford

Pam Stafford, Mayor

**ATTEST:**

JoAnne M. Buerger  
JoAnne M. Buerger, City Clerk

**ATTACHMENT:** Exhibit A

AHANOTU: AYE BELFORTE: AYE MACKENZIE: Absent CALLINAN: Absent STAFFORD: AYE  
AYES: ( 3 ) NOES: ( 0 ) ABSENT: ( 2 ) ABSTAIN: ( 0 )

## Exhibit A to Resolution

### MASTER AGREEMENT FOR CONSULTANT SERVICES

This MASTER AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is entered into as of the 27<sup>th</sup> day of March, 2018, by and between the City of Rohnert Park ("**City**"), a California municipal corporation, and Mintier Harnish LP, ("**Consultant**"), a Limited Partnership, with reference to the following facts, understandings and intentions.

#### Recitals

WHEREAS, City desires to update the Rohnert Park General Plan, and

WHEREAS, Consultant hereby warrants to City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement, subject to the terms and conditions of this Agreement.

#### Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination. Authorized representatives shall represent City and Consultant in all matters pertaining to this Agreement.

A. City. The City Manager or his/her designee shall represent City for all purposes under this Agreement, except where approval for the City is specifically required by the City Council. The Development Services Director is hereby designated as the project manager ("**Project Manager**"). The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. The Consultant shall assign Jim Harnish, JD to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as City may determine from time to time, Consultant shall perform the type of services generally set out in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. Consultant shall be assigned to provide particular services pursuant to the requirements of a task order that has been issued in conformance with the City's Purchasing Policy ("**Task Order**") executed by Consultant and City.

B. Time of Performance. The services of Consultant are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. Consultant shall perform its services in accordance with the schedule attached hereto and incorporated by reference as Exhibit B. Any changes to these dates shall be approved in writing by the Project Manager.

C. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be performed 1) with due diligence, using its best efforts to perform and coordinate all activities in a timely manner; 2) in accordance with all applicable legal requirements; and 3) with the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise. Consultant shall correct, at its own expense, all errors made in the provision of services under this Agreement. In the event that Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be for services provided directly under this Agreement and shall be at the rate and schedules more particularly described in Exhibit C, attached hereto and incorporated by this reference for a total amount of one million thirty seven thousand four hundred sixty one dollars (\$1,037,461) (Contract amount). The services of the Consultant shall not commence without a written notice to proceed from the City and Consultant shall seek approval of any work that exceeds or would cause the work to exceed the contract amount. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's compliance with the terms and conditions of this Agreement and any amendments thereto). However, in no event shall the amount City pays to Consultant for services provided directly under this Agreement exceed one million one hundred forty one thousand two hundred seven dollars (\$1,141,207.00) Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment. City shall pay Consultant as compensation in full for such services and expenses for the different elements of the scope of work as follows:

B. Timing of Payment.

- (1) Consultant shall submit itemized monthly statements for work performed. All statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. Except as otherwise provided herein, City shall make payment, in full, within thirty (30) days after approval of the invoice by City.
- (2) Payments due and payable to Consultant for current services must be within the current budget and within an available, unexhausted



and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A)(Contract amount) of this Agreement without prior written amendment to this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, *quantum meruit*, etc. for work done without the appropriate City authorization.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, *i.e.*, hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. Term. The term of this Agreement shall commence on the date of its execution by both parties and shall continue in full force and effect until December 31, 2020, unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, this Agreement may be extended for successive one-year term(s) upon mutual, written approval by the City Manager or his/her designee and Consultant. .

6. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the

requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title, including the copyright and all intellectual property rights, to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, designs, data, photographs, reports and any other final work products compiled, prepared or obtained by the Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Consultant shall assume no responsibility for the unintended use by others of such final work products which are not related to the scope of the services described under this Agreement. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

8. Employment of Other Consultants, Specialists or Experts. Aside from the subconsultants specifically included within Consultant's proposal and scope of work. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

9. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

- (1) Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
- (2) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and
- (3) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel.  
(2 Cal. Code Regs. § 18700(a)(2).)

10. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion or acceptance or otherwise.

11. Indemnity.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such negligence, recklessness, or willful misconduct includes, without limitation, the failure of Consultant to disclose information known by Consultant to be material to performing the Services. Notwithstanding any provision of this Agreement to the contrary, the extent of Design Professional's obligation to defend, indemnify, and hold harmless shall be governed by the provisions of California Civil Code Section 2782.8, as that section may be amended. The only exception to Consultant's responsibility to indemnify, protect, defend and hold harmless the Indemnitees from Liability is due to the active negligence or willfull misconduct of City or its elective or appointive boards, officers, agents and employees.

B. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section 11, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as

set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

D. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations described in this Section 11, which shall apply whether or not such insurance policies are applicable to a claim for damages.

E. Scope of Obligation. Consultant's duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under worker's compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement. Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Agreement or Consultant's failure to comply with any of the terms of this Agreement.

Consultant's duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Consultant fails to timely accept such tender, in addition to any other remedies authorized by law, as much of the money due or that may become due to the Consultant under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first. Consultant agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation incurred by the City in responding to matters prior to Consultant's acceptance of the tender.

12. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City and shall have responsibility for and control over the details and means of providing its services under this Agreement. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the services under this Agreement. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

13. Compliance with Laws.



A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph or in this Agreement.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's office of the City Clerk.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Business Licenses. Except as otherwise allowed by City in its sole discretion, Consultant and all subconsultants shall have acquired, at Consultant's expense, a business license from the City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code, prior to City's issuance of an authorization to proceed with the Services. Such license(s) shall be kept valid throughout the term of this Agreement. City may withhold compensation from Consultant until such time as Consultant complies with this section.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for City.

14. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, or as required by law.

15. Assignment; Subcontractors; Employees

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent, which shall

be in the City's sole discretion. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance. Without limiting Consultant's indemnification provided herein, Consultant shall, at its own expense, procure and maintain insurance that complies with the requirements set forth in Exhibit D to this Agreement, which is attached hereto and incorporated by reference. Consultant shall upon thirty (30) days' notice comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's risk manager.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon five (5) days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by consultant.

C. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant, however, shall not be liable for the City's use of incomplete materials nor for

the City's use of complete documents if used for other than the project contemplated by this Agreement.

18. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed prior to the date of suspension. During the period of suspension, Consultant shall not receive any payment for services or expenses incurred by Consultant by reason of such suspension.

19. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

20. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

21. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

22. Time of the Essence. Time is of the essence of this Agreement. Upon receipt of a written notice from City to proceed with work required by a Task Order, Consultant shall immediately commence work to perform the services required by that Task Order according to the time requirements set in the Task Order.

23. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City:

City Clerk  
City of Rohnert Park - City Hall  
130 Avram Avenue  
Rohnert Park, CA 94928

Phone: 707-588-2225

Fax: 707-792-1876



Email: cityclerk@rpcity.org

If to Consultant:

Mintier Harnish LP  
Attn: Mr. Jim Harnish, JD  
1415 20<sup>th</sup> Street  
Sacramento, CA 94811  
jim@mintierharnish.com

24. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. The City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in the City Manager's office.

25. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

26. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, religion, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, religion, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the services described in this Agreement.

28. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than Consultant.

29. Remedies/Waiver. No failure on the part of either party to exercise any term, covenant, condition, right or remedy hereunder shall operate as a waiver of any other term, covenant, condition, right or remedy that such party may have hereunder. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative. As a condition precedent to commencing legal action involving a claim or dispute against the City arising from this Agreement, the Consultant must present a written claim to City in accordance with the Rohnert Park Municipal Code

30. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

31. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work and Schedule of Performance
- B. Exhibit B: Schedule
- C. Exhibit C: Compensation
- D. Exhibit D: Insurance Requirements

32. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

33. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by City.

34. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that a trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

35. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

36. Statement of Economic Interest. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Rohnert Park disclosing Consultant and/or such other person's financial interests.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first above written.

*Signatures on Next Page*

CITY OF ROHNERT PARK

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_  
Per Resolution No. 2018-\_\_ adopted by the Rohnert Park  
City Council at its meeting of March 27, 2018.

CONSULTANT

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONSULTANT

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

# Agreement Exhibit A Scope of Services

## General Plan Preparation

### Phase 1: Project Initiation

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#### **Task 1.1: Project Scoping Meeting, Kick-off Meeting, and City Tour**

The Consultants will meet with City staff to discuss expectations for the schedule, process, and work products and to refine the scope of work to address City comments.

Following execution of the contract, the Consultants and City staff will hold a project kick-off meeting. This meeting will confirm roles and responsibilities, establish communication protocols, refine and detail the project schedule based on actual start date, and discuss the initial ideas and strategies for community engagement (which will be refined and documented under Task 1.3). Immediately following the kick off, the Consultants will tour the city with City staff to examine key issues and opportunities that will be addressed in the General Plan.

#### **Task 1.2: Town Hall: Introduction to the General Plan Update**

At the beginning of the process, the Consultants will attend a Town Hall event setup by the City. At the Town Hall, the Consultants will provide an overview of the key steps in the General Plan Update process, the opportunities the community will have for engagement, and changes in State law/regulations and other important issues that will affect the General Plan Update.

During this Town Hall, the Consultants will also conduct an exercise to start the identification of issues and opportunities that should be addressed as part of the General Plan Update.

#### **Task 1.3: Community Engagement Strategy**

Based on input from the kick-off meeting (Task 1.1), the Consultants will work with City staff to prepare a comprehensive Community Engagement Strategy that will document the outreach methods to be used throughout the project. The Strategy will describe outreach responsibilities, publicity protocols, and how the engagement will be structured to ensure comprehensive community engagement.

Specific community engagement activities (such as newsletters and workshops) are described as individual tasks in this scope of work. Other on-going engagement items, such as the Project Website, are described under Phase 8, Project Management.

#### **Task 1.4: Branding and Project Logo**

The Consultants will develop a branding package for the General Plan Update. The branding package will include a project logo and style templates that will be used for all work products, the website, and publicity materials to build enthusiasm about the project and ensure that this effort is distinct in the minds of the community. We will give the City up to three options from which to choose.

#### **Task 1.5: Set Up Online Engagement**

During this task, we will design and develop a project-specific website for the Rohnert Park General Plan Update. The Consultants will build the website on a modern, user-friendly platform that allows quick and easy updates to the site. In addition to being an important public outreach and information tool, the website will serve as an administrative record of the project. It will include all meeting announcements/materials, draft and final documents, and meeting summaries. The website will also be used to link to online engagement opportunities, including Engagement HQ, developed during the project. This scope of work includes all needed maintenance and updates to the website for the duration of the project.

As part of the online outreach, we propose to use the Engagement HQ software tool and online mapping using ESRI ArcGIS Online and ESRI Story Map (see description under Task 8.2). Initial setup for these tools will also be undertaken as part of this task.

### **Task 1.6: Form the Technical Advisory Committee, TAC Meeting #1**

The Consultants will work with City staff to form a core TAC consisting of key staff from various City Departments. The core TAC will be engaged as a source of information, a sounding board for ideas and concepts, and for review of documents and materials. At various times during the development of the General Plan Update, technical input on specific topics may be sought from ad-hoc members representing agencies and organizations serving the community, such as Sonoma County Transportation Authority (SCTA), Sonoma County Water Agency (SCWA), and Pacific Gas and Electric (PG&E). The core TAC will provide technical input and review of administrative draft documents, including the Background Report; Issues, Assets, Opportunities, and Vision; Alternatives Report; General Plan preparation; and Draft Program Environmental Impact Report (PEIR).

As part of this task, the Consultants will facilitate the first core TAC meeting, covering the following topics:

- roles and responsibilities of the TAC members;
- internal communication protocols;
- the scope of work and schedule; and
- available data for Phase 2 whitepapers and EIR existing conditions and trends.

### **Task 1.7: Newsletter #1: General Plan Update Overview**

The Consultants will prepare a newsletter that describes what a general plan is, how and why it is being updated, the project schedule, and how the public can be involved in the update. The newsletter will be used to promote engagement opportunities.

### **Task 1.8: Stakeholder Interviews/ Community Group Meetings**

The Consultants will spend two consecutive days conducting a series of one-on-one and small-group interviews with key stakeholders and community groups to solicit input on issues and expectations for the General Plan Update. We will develop the list of interviewees in consultation with City staff, but could include community and business leaders, tribal leaders, environmental groups, senior and other special needs representatives, developers and real estate brokers, business owners, transportation advocates, and other interest groups. At the discretion of City staff, the Consultants could substitute a number of the interviews with attendance at regular meetings of various community groups and organizations (e.g., Rohnert Park Chamber of Commerce, Rotary Club, neighborhood associations), using these venues to gain additional inputs.

#### ***Products:***

- Kick-off Meeting Summary (digital version)
- Town Hall Meeting Materials and Summary Report (digital version)
- Community Engagement Strategy (digital version)
- Project Logo and Design Theme Alternatives (up to 3 alternative approaches, digital version)
- Project Website and Engagement HQ Site Setup
- TAC Meeting Materials and summary minutes (digital version)
- Newsletter #1 (100 hard copies and digital version on website)
- Stakeholder Interview Summary (digital version)

The term “digital version” is used in this scope of work to the provision of deliverables in both their native format for staff use (e.g., MS Word, MS Excel, etc.) and a PDF format that is both print ready and bookmarked for online use.



## **Phase 2: Existing Conditions**

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### **Task 2.1: Assemble GIS Data and Prepare Base Maps**

The Consultants will work with City staff to confirm the Planning Area and gather and format information for a Geographic Information Systems (GIS) database covering the Planning Area. The Consultants will prepare base maps suitable for reports and display presentation, including establishing a uniform legend and title block. During the project kick-off meeting, the Consultants will work with City staff to identify and obtain existing GIS resources from the City and other identified agencies with GIS data covering the Planning Area. We will develop new GIS data and maps developed consistent with City protocols and data formats to ensure easy integration into the City's information system. At the conclusion of the project, the Consultants will provide the City the native files of all original data as well as project-specific GIS layers modified or created by the Consultants.

As described in Task 8.2, the Consultants will also present selected geographic data online using ESRI ArcGIS Online and/or ESRI Story Map. This may utilize the GIS webserver maintained by the City of Santa Rosa and covering Rohnert Park.

### **Task 2.2: Administrative Draft Existing Conditions Whitepapers and Online Mapping**

The Consultants will prepare a series of Administrative Draft Existing Conditions Whitepapers and submit them to City staff for review and comment. These whitepapers will highlight current conditions and trends and identify future opportunities and constraints for key topic areas (defined below), and will lay the groundwork for subsequent policy development. The Existing Conditions Whitepapers will include maps, charts, graphs, and photographs to illustrate conditions and trends and make information easy to understand. The whitepapers will address the topics of land use, economic and market conditions, climate change vulnerability (including greenhouse gasses), environmental justice, and transportation. Existing conditions for other topics pertinent to the General Plan Update will be prepared during Phase 6, Program Environmental Impact Report.

During this task, the Consultants will compile information on existing conditions within the Planning Area organized by the topics identified above. The Existing Conditions Whitepapers will focus on identifying and evaluating existing conditions and trends and identifying key issues and opportunities. This assessment will not only support the development of goals, policies, and actions, but will also be used as the setting information used in the EIR documentation for the Update.

#### ***Land Use Whitepaper***

For this whitepaper, the Consultants will document and describe the following items:

- Existing Land Use
- General Plan Land Use Designations and distribution
- Specific Plan Land Use Designations and distribution
- Existing Zoning and distribution
- Other Agency Plans (including long-range plans for SSU)
- Development Capacity on vacant land and key opportunity sites

#### ***Economic and Market Conditions Whitepaper***

The Consultants will examine the demographic, employment, and market demand measures for different land uses, including retail, industrial, and office development. We will prepare an overview of economic characteristics and analyze the recent industry employment trends to identify the leading sectors in Rohnert Park's economic base. This analysis will address the types of office and manufacturing uses that may be attracted to Rohnert Park. We will also address opportunities for economic development stemming from SSU as well as further expansion of the visitor-serving businesses in the city.

For the local demand component, the Consultants will analyze the retail market in Rohnert Park, including household demand, business-to-business transactions, and visitor spending. Using sales data provided by the



City's sales tax audit firm, HDL, we will prepare the retail leakage analysis and provide recommendations on potential commercial development opportunities. We will also prepare a projection of future market growth for Rohnert Park based on anticipated household growth and trends in the regional market area. Based on this analysis, the Consultants will develop recommendations for strategic actions and policies to help support the city's retail sector and address potential market threats related to changing market conditions.

The Consultants will also look at the current job-housing balance and use the labor force data and commute patterns to assess housing needs. We will look at how the existing labor force patterns compare with the employment base. The distribution of occupational employment and labor force by occupation can serve as an indicator for the types of housing that the labor force and job base will demand. We will also take a detailed look at the commute patterns to see where Rohnert Park residents are employed and in what industries. The Consultants will also identify the existing service levels for various institutions in Rohnert Park, such as education and health care facilities, and compare them with other communities. This will help assess future needs, based on population and/or employment growth.

Based on the market analysis above and factoring in the potential supply of land for different uses (employment-generating and residential), we will produce a market projection that addresses future demand for different land use, as well as forecasts that will identify a range of potential needs for different types of spaces.

### ***Climate Change Whitepaper***

The Consultants will prepare a communitywide, planning-level climate change vulnerability assessment, using tools and methods established by the Governor's Office of Planning and Research (OPR), the California Natural Resources Agency (CNRA), and the California Energy Commission (CEC), including the Cal-Adapt web-based tool, the Adaptation Planning Guide, the 2017 General Plan Guidelines, and other resources. The assessment will examine the adverse effects of climate change relevant to the city of Rohnert Park. Key issues that will be addressed include extreme heat, changes in precipitation and drought, increased risk of wildfire and flooding, and other impacts. The assessment will help inform SB 379 adaptation measures to be included in the General Plan Policy Document.

As part of this effort, the Consultants will also summarize relevant legislation and guidance regarding preparation of a greenhouse gas (GHG) reduction strategy, including the process of preparing an inventory and forecasts, setting GHG targets, and developing GHG reduction measures. The Consultants will prepare an inventory of recent annual GHG emissions for communitywide activities within the city of Rohnert Park, using information provided by the City, energy utilities, our traffic analysis, and other sources, such as the Sonoma County CAP, which includes an emissions inventory for Rohnert Park.

The Consultants will prepare the inventory in accordance with established GHG inventory protocols that are appropriate for local municipalities (e.g., Local Government Operations Protocol [LGOP], ICLEI Communitywide Protocol). The inventory will be focused primarily on emissions that are within the City's jurisdictional control or influence. The inventory will not attempt to quantify emissions that are outside the scope of the effort, such as lifecycle/carbon footprint analysis or changes in carbon sequestration or storage in natural or working lands. The inventory will serve as the reference point from which emissions forecasts and reduction targets can be prepared during later phases of the project.

### ***Environmental Justice Whitepaper***

Community health, environmental justice, and social equity are emerging as important issues that communities are addressing in general plans. SB 1000 requires jurisdictions that have disadvantaged communities to adopt an environmental justice (EJ) element or incorporate EJ policies into their general plans. The law defines disadvantaged communities as low-income communities that are disproportionately affected by environmental pollution and other hazards that can lead to negative health effects. During Phase 5, we will discuss options for addressing EJ in the General Plan as either a stand-alone element or integrated into the other elements.

CalEnviroscreen 3.0, which is considered the default tool used to identify disadvantaged communities, identifies one census tract to the northwest of city limits as disadvantaged. EJ community advocates recommend the use of other information sources to conduct a more in-depth analysis to identify disadvantaged communities. MTC has identified Communities of Concern within the Bay Area based on various socioeconomic variables, and some jurisdictions use this as a starting point for their environmental justice analysis. MTC identifies two census tracts in Rohnert Park that are Communities of Concern.

The Consultants will identify disadvantaged communities in Rohnert Park and describe the pollution burden and health indicators as well as the population characteristics that may make these areas particularly vulnerable. The Consultants will prepare maps and figures illustrating the proximity of residential communities to major sources of air pollutants. One tool that will be used is the California Air Resources Board's Pollution Mapping Tool (version 2.0). This analysis will ensure that the General Plan Update fully complies with SB 1000.

### ***Transportation Whitepaper***

The Consultants will review and update, as needed, GIS data of active transportation and transit facilities. As part of this effort, SSU students will collect data to confirm the locations of bicycle and off-street pedestrian facilities in the city. The maps will include existing and planned improvements to these facilities and would be updated as the General Plan Update process moves forward.

The Consultants will characterize the existing transportation system (all modes) and current planned improvements. Current traffic count information and level of service notations will be reported.

As part of Phases 4 and 6, the Consultants will collect transportation-related data and calculate planning and Environmental Impact Report (EIR) transportation metrics. The Consultants will collect 72-hour, midweek roadway segment tube counts at up to 30 roadway segments, and will collect AM peak period (7:00 a.m. to 9:00 a.m.) and PM peak period (4:00 p.m. to 6:00 p.m.) intersection turning movement counts at up to 15 intersections. We will select the study locations (segments and intersections) in conjunction with City staff. The combination of segments and intersections may be modified based on discussions between the project team and City staff while keeping within the budget allocated. We will compare the traffic count data against other available sources of historical traffic count data to determine if adjustments should be made to account for travel behavior after the October 2017 wildfires. The traffic counts will be conducted during Phase 4 to provide current data to support the alternatives and EIR.

The Consultants will calculate existing peak hour roadway segment and intersection Level of Service (LOS) for existing conditions using volume and LOS definitions from the 2010 Highway Capacity Manual or Highway Capacity Manual, 6th Edition. We will perform the intersection calculations for the AM and PM peak hours of intersection volume using the Synchro software package and adjustment, where necessary, the Synchro intersection analysis models to account for the "gate down time" effects of SMART grade crossing events.

### ***Online Mapping***

To help the community better understand the range of existing and future factors (natural and manmade) that will influence the future of the Rohnert Park, the Consultants will prepare an online mapping tool (ESRI Story Map). This online Story Map will provide maps of these factors (items such as wildland fire hazards, biological resources, environmental hazards, transportation connectivity, etc.) and a short description that will describe the implications of the factor shown on each map. This type of online map atlas will help support the discussion of issues and opportunities and be a component of the alternatives development.

### **Task 2.3: TAC Meeting #2: Review Existing Conditions Whitepapers**

The Consultants will facilitate core TAC review of the Administrative Draft Existing Conditions Whitepapers. While TAC members will be free to review all of the whitepapers, they will be principally responsible for reviewing documents for which they have responsibility or expertise relative to the topic to assure that the information is complete and accurate. Ad-hoc members of the TAC can be engaged where specific questions

related to their areas of expertise are raised. Staff will be responsible for providing the Consultants a single, consolidated set of comments in track changes.

#### **Task 2.4: Public Review Draft Existing Conditions Whitepapers**

Following City staff and core TAC review, the Consultants will revise the whitepapers and prepare screencheck drafts for City Staff to confirm the accuracy and completeness of the revisions (it is assumed that no substantive new comments will be provided at this point). Following that review, the Consultants will prepare the Public Review Draft Existing Conditions Whitepapers.

#### **Task 2.5: Newsletter #2: Existing Conditions and Trends**

The Consultants will prepare a newsletter summarizing key findings from the Existing Conditions Whitepapers, on-going data collection, and initial outreach efforts. The newsletter will be used to characterize existing conditions and trends influencing the community and promote the online engagement opportunities and the first Community Workshop (described in Phase 3).

#### **Task 2.6: Joint Study Session: Existing Conditions and Trends**

The Consultants will facilitate a joint study session with the City Council and Planning Commission to present the major findings from the Public Review Draft Existing Conditions Whitepapers and on-going data collection. The Consultants will facilitate a discussion with the Council members and Commissioners about the implications of the findings for new or revised General Plan policies and programs and solicit input on key issues and opportunities the Update should consider, and other interests and expectations of the Council members and Commissioners.

#### ***Products:***

- GIS Base Maps (PDF)
- Administrative Draft Existing Conditions Whitepapers (8 hard copies and digital version)
- Screencheck Draft Existing Conditions Whitepapers (digital version)
- Online Existing Conditions Story Map (digital version)
- TAC Meeting Materials and Summary Report (digital version)
- Public Review Draft Existing Conditions Whitepapers (25 hard copies, CD, and digital version)
- Newsletter #2 (100 hard copies and digital version on website)
- Joint Study Session Meeting Materials and Summary Report (digital version)

### **Phase 3: Community Visioning and Issue Identification**

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#### **Task 3.1: Community Workshop #1: Issue Identification and Community Visioning**

The Consultants will kick off the community workshop series with an interactive workshop designed to inform and energize the community. The workshop will focus on identifying issues to be addressed in the General Plan Update and articulating the community's vision for the future. The visioning exercises will build from previous visioning done as part of the PDA Specific Plan process and Downtown Rohnert Park design charrette. There are several options for how to structure the community workshop (e.g., open house format or small group exercises) and which exercises to conduct. The Consultants will work with City staff prior to the workshop to identify the format that will work best for the community.

#### **Task 3.2: Draft Vision and Guiding Principles**

The Consultants and City staff will prepare the Preliminary Draft Vision that represents the ideal future for the community, and a set of Guiding Principles that support the Vision and represent the City's core values. We will base the draft Vision and Guiding Principles on public input gathered at the stakeholder interviews, community workshops, study sessions, and TAC meetings, as well as input from City staff and previous outreach efforts as part of the PDA Specific Plan.

### **Task 3.3: Joint Study Session**

The Consultants will facilitate a joint study session with the City Council and Planning Commission to present the draft vision statement and guiding principles. Purpose of study session will be to gain consensus on these items.

#### ***Products:***

- Community Workshop Materials
- Community Workshop Summary Report (digital version)
- Draft Vision and Guiding Principles (digital version)
- Joint Study Session Meeting Materials and Summary Report (digital version)

## **Phase 4: Alternatives**

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### **Task 4.1: Community Workshop #2: Alternative Concepts**

The Consultants (supported by SSU students) will facilitate the second community workshop, which will focus on identifying preliminary land use concepts for the area west of Highway 101 and any other focus areas of interest to the city. The workshop will also allow input on various policy alternatives that the Consultants have identified from community input. These could address items such as transportation options (e.g., connections to SSU, bicycle and pedestrian improvements, transit options, SMART train), healthy community updates, public facility choices, and so forth. For transportation, potential alternatives could include bicycle and trail connections, transit service, and connections to the SMART train and University. The workshop will contain an educational component on the fiscal, transportation, environmental, and other considerations that need to be assessed with any alternatives.

The Consultants will take the input received at the community workshop to prepare preliminary land use concepts and relevant topical alternatives for further consideration.

### **Task 4.2: Administrative Draft Alternatives Report**

Based on inputs received from the community as well as ideas from the Consultant team, the Consultants will prepare an Administrative Draft Alternatives Report for review by City staff and the TAC. This Report will contain a mix of land use and circulation alternatives as well as key policy alternatives. Based on the RFP and discussions with City staff, we anticipate the area west of Highway 101 to be the major focus of this task; however, we can also analyze additional focus areas based on feedback received. Based on information from City staff, we do not anticipate analyzing any expansion alternatives to the Urban Growth Boundary or Sphere of Influence, although we will discuss alternatives for the City's Sphere of Influence boundary relative to tribal lands.

The Alternatives Report will include maps and descriptions for land use alternatives that cover each of the growth/change areas identified. We will group these location-specific alternatives into alternative packages that achieve the Vision and Guiding Principles. The assessment conducted will include an evaluation of alternatives in terms of implications for growth, city boundaries, land use and community character, mobility and connectivity, public facilities and services, economic development, City fiscal health, and the natural environment. For each policy alternative, the Consultants will identify the issues for which there is clear policy choice and direction, as well as issues where choice and direction is not as clear. We will complete a qualitative comparative assessment of the policy implications of each alternative based on clarity and congruence with key issues.

The Consultants will prepare an Alternatives Report that clearly communicates the potential implications of each alternative, supporting a more informed choice. We will base the assessment of each alternative choice primarily on a qualitative look at factors that can be used to differentiate the alternatives and their potential impacts on the community relative to achieving the Vision and Guiding Principles. There are two areas where we will provide more quantifiable information: fiscal impacts and the transportation system.



The work done at this stage is designed to help the community evaluate the alternatives presented and is not intended to be a full CEQA alternatives analysis (which will be performed as part of a later phase).

#### ***Subtask 4.2A: Fiscal Impact Analysis***

The Consultants will develop a fiscal model through analysis of the City budget, existing land use data, data collected as part of the Existing Conditions Whitepaper, and discussions with City staff regarding existing and planned service levels. We will use the fiscal model to evaluate the fiscal impacts of the land use alternatives. We will also provide a user manual that will allow City staff to conduct their own studies of proposed future development proposals and provide additional information during preliminary project stages to evaluate how project design variations affect the fiscal health of the City.

Using the fiscal model, the Consultants will prepare a comprehensive fiscal analysis of proposed land use alternative packages to assist in the development of a preferred land use plan. The fiscal analysis will incorporate details of land use type, density, and location that will help provide perspective on the impacts of alternative land uses in Rohnert Park. The Consultants will address existing service areas and capacities related to the size, location, and density of potential development.

The Consultants will structure the Fiscal Impact Analysis to provide easily comparable results among the land uses. The results will show the marginal impact of new development on a net annual basis. One set of results will be developed to show comparative impacts at full buildout of each land use.

This will help illustrate the differences that are related to land use type, density, or location. Another set of results will be prepared showing how each land use performs over time based on the market absorption analysis. This can be a critical dimension in the fiscal impact of land uses whose primary revenue benefit is the property tax.

The analysis will also provide fiscal policy recommendations, as needed, to address any potentially adverse fiscal impacts the alternatives may have on the city.

#### ***Subtask 4.2B: Transportation System Alternatives***

Relative to transportation, the Consultants will provide input through the rapid testing of the alternatives using the MainStreet/MXD+ software package. Using MainStreet, estimated VMT generated and off-site traffic volumes generated by the land use and circulation alternative change area(s) will be produced. Traffic volumes generated by each alternative will be forecast using the SCTA travel demand model. Additional alternatives may be analyzed using MainStreet and the SCTA travel demand model, if requested; we estimate that each additional alternative would require \$3,500 in budget to prepare both the VMT estimates (MainStreet) and volume forecasts (SCTA model).

#### **Task 4.3: TAC Meeting #3: Review Alternatives Report**

The Consultants will meet with the core TAC to review the Administrative Draft Alternatives Report. Ad-hoc members of the TAC can be engaged where specific questions related to their areas of expertise are raised. Following TAC review and comments, the Consultants will revise and publish the Public Review Draft Alternatives Report.

#### **Task 4.4: Public Review Draft Alternatives Report**

Following review by City staff and the TAC, the Consultants will revise the Administrative Draft Alternatives Report to reflect suggested changes and publish the Alternatives Report.

#### **Task 4.5: Newsletter #3: Alternatives**

The Consultants will prepare a newsletter that summarizes the land use (including changes to land use designations) and policy alternatives. We will use the newsletter to educate community members on the alternatives process and generate public interest and attendance for the upcoming community workshop.

#### **Task 4.6: Community Workshop #3: Selecting a Preferred Alternative**

The Consultants will facilitate a community workshop to gather community feedback on a preferred course of action for the identified alternatives. The Consultants will solicit community input on their preferences for the city's future growth and development. The workshop exercises will also be available for input through the Online Forum. Prior to the workshop, we will work with City staff to determine the best format for the workshop.

#### **Task 4.7: Planning Commission Study Session**

The Consultants and City staff will facilitate a study session with the Planning Commission to review the Alternatives Report and solicit their feedback and recommendations on a preferred land use alternative and key policy choices presented. Recommendations from the Planning Commission will be presented to the City Council for direction.

#### **Task 4.8: City Council Study Session**

The Consultants and City staff will facilitate a study session with the City Council to review the Alternatives Report and recommendations from the Planning Commission. The purpose of this meeting will be to gain Council direction on the preferred alternatives package that will be used to create the Draft General Plan.

#### **Products:**

- Community Workshop Materials (2 workshops)
- Community Workshop Summary Reports (digital version)
- Administrative Draft Alternatives Report (digital version)
- TAC Meeting Materials and Summary Report (digital version)
- Public Review Draft Alternatives Report (25 hard copies and digital version)
- Newsletter #3 (100 hard copies and digital version on website)
- Planning Commission Study Session Meeting Materials and Summary Report (digital version)
- City Council Study Session Meeting Materials and Summary Report (digital version)

### **Phase 5: General Plan**

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#### **Task 5.1: General Plan Audit Report**

An initial step in the update of the General Plan will be an assessment (audit) of the current General Plan. This assessment will look at the current plan and revisions and additions needed to address changes in State law, the new 2017 OPR General Plan Guidelines, and contemporary planning practice and content.

In addition to meeting current requirements and planning practice, we will also work with City staff to evaluate the existing General Plan to determine what works, what does not work, and where the plan is not providing adequate or current guidance. This will be done using our proprietary General Plan Evaluation Tool. Our General Plan Evaluation Tool will provide insights on the existing General Plan's clarity; linkages to other plans; progress in achieving desired outcomes; and whether goals, policies, and actions should be carried forward, modified, or removed. The results of this review will be documented in a General Plan Audit Report.

#### **Task 5.2: TAC Meeting #4: Evaluation of Existing General Plan**

Prior to beginning updates to the General Plan elements, the Consultants will meet with the TAC to review the General Plan Audit Report and confirm content to be updated and new topics to be addressed. Ad-hoc members of the TAC can be engaged where specific questions related to their areas of expertise are raised.

#### **Task 5.3: Administrative Review Draft General Plan**

For the Update, the Consultants will address all the requirements of State law, such as complete streets, flood risk reduction, and environmental justice, using the 2017 OPR General Plan Guidelines as a guide. The Plan will reflect best practices for addressing contemporary planning issues, such as retail trends, transportation technology, and community health. It is expected that the cross-cutting topics of climate change, sustainability, resiliency, and

healthy communities would be themes addressed throughout the Plan, rather than separate, standalone elements; however, we will discuss options with City staff.

The Consultants will prepare an Administrative Review Draft General Plan that is attractive, contemporary, and user-friendly, using extensive photos, illustrations, and maps. The Plan will include an Introduction and Table of Contents, and, at a minimum, will address the following topics in an organization to be determined in consultation with City staff.

#### ***Land Use and Growth Management Element***

Based on the direction from the City Council during Phase 4, the Consultants will prepare an updated Land Use and Growth Management Element that includes a new General Plan Land Use Diagram (see Task 5.4). As part of the Update, a review of the current land use designations will be conducted in relation to the growth areas to determine if adjustments are needed to achieve desired development. The Element will be updated to reflect all adopted Specific Plans and best practices for growth management, smart growth, and sustainable development.

#### ***Economic Development Element (New Element)***

The Consultants will prepare an Economic Development Element to provide guidance on the implementation of the City's economic strategies and goals. The Element will identify key goals derived from the community engagement process and informed by the economic and fiscal analysis. Goals may include such areas as generating living wage jobs for the local workforce, enhancing retail shopping opportunities, expanding visitor services and accommodations, capitalizing on key economic assets such as the university and other major circulation and infrastructure improvements, and maintaining a sound fiscal foundation for the community. The Element will also identify outside partners and agencies with whom the City may collaborate to achieve certain goals, including the County Economic Development Board, the Chamber of Commerce, the Workforce Development Board and others as appropriate.

#### ***Community Design Element***

The Consultants will review and update the Community Design Element to reflect recent planning efforts and address changes that may be needed to better address the Priority Development Area Plan and Downtown Rohnert Park Form-Based Code, as well as best practices in urban design.

#### ***Transportation Element***

The Consultants will review and update the Transportation Element to ensure compliance with the Complete Streets Act and SB 743 and ensure the Element encompasses the full range of transportation modes, including vehicular, transit, pedestrian, and bicycle. The Consultants will conduct an evaluation of non-roadway transportation systems at a qualitative level that will reflect the City's Bicycle and Pedestrian Master Plan. Drawing upon our team's extensive experience with transit and pedestrian planning, we will advise City staff on modifying or revisions to policies in the updated General Plan, and to develop a complete streets approach that meets State requirements and that supports the City's policies and values. The Consultants will also develop policies regarding vehicle miles traveled (VMT) to aid in implementation of the General Plan after SB 743 goes into effect on January 1, 2020.

As part of the Transportation Element, the Consultants would work with City staff to develop an alternative VMT reduction threshold and the supporting substantial evidence required for future applications.

#### ***Open Space, Parks, and Public Facilities Element***

The Consultants will review and update the Open Space, Parks, and Public Facilities Element to reflect current conditions and needs in the community. The open space and parks component of the element will be an important part of the healthy communities policies included in the Update.

Relative to public facilities, the element will be updated to ensure adequate infrastructure and associated municipal services are provided to existing and future development in the community. This will be an important aspect of development in the growth areas west of Highway 101. For the new growth areas, the Consultants will



work with City staff to understand available capacity and discuss capital improvements that may be required to adequately serve these areas.

### ***Environmental Conservation Element***

The Consultants will review and update the Environmental Conservation Element to reflect current conditions and needs in the community. Key topics to address in the Update will be updates to special status species habitats, coordination with regional groundwater quality guidance, and changes in air quality components and their ties to meeting new State requirements. New State requirements to address in this element include:

- New requirements for addressing cultural resources and consultation with Native Americans (SB 18, AB 52); and
- SB 379 added requirements to address climate adaptation and resiliency strategies.

### ***Health and Safety Element***

This element will be updated to reflect current conditions in the community relative to health and safety factors. Many of these updates will be in the section dealing with emergency management (e.g., preparedness, police, fire). An additional topic to evaluate in the Update will be wildfires. In the current General Plan, urban areas subject to higher levels of wildfire risk were considered to not be applicable. Given recent wildfires in the region, additional scrutiny and planning is warranted.

Relative to changes in State law, the update will look at the more stringent requirements for addressing flood risks (SB 5, AB 162) and how these may require updates in this Element.

### ***Noise Element***

A key aspect of the update will be to evaluate the changes to the noise environment, as assessed in the noise modeling prepared of the preferred land use and circulation alternatives and provide policy changes that may be needed to address these changes. As part of the development of this Update, we will also discuss with City staff the potential to integrate this topic into the Health and Safety Element.

### ***Housing Element***

The Housing Element, which was recently updated, will be integrated into the General Plan Update when the final documents are prepared. The Consultants will prepare any necessary amendments to the Housing Element to ensure it is consistent with the General Plan and will assist the City in coordinating with HCD on their review of the updated Housing Element, if necessary. While there has been a significant amount of new legislation affecting housing elements, most of these changes do not go into effect until the next housing element cycle (i.e., 2023) and will not need to be addressed during this General Plan Update. The only changes to the General Plan that are likely to necessitate revisions to the Housing Element are changes to the Land Use Map that impact the Housing Element sites inventory. However, in our experience, HCD will likely also request a status review and update of the implementation program time frames.

### ***New State Requirements***

As part of recent legislative changes, a number of new topics must be addressed in the General Plan Update. The following topics will be addressed by modifying or adding new goals, policies, and implementation actions into the elements described previously.

**Environmental Justice.** A new requirement for 2018 is addressing Environmental Justice (SB 1000). General plan updates adopted after January 1, 2018 must include an environmental justice element or include goals, policies, and objectives in other element(s) of the general plan addressing health risks in disadvantaged communities. We will ensure the General Plan Update meets all current requirements by updating existing elements in Rohnert Park's General Plan.

**Sustainability and Resiliency.** The updated General Plan will address greenhouse gas (GHG) emissions reduction, climate change adaptation and resiliency, and sustainability, likely integrated throughout the

other elements of the General Plan. Changes required are covered in a number of Executive Orders, as well as changes in State law covered under AB 32, SB 375, SB 197, and SB 32.

**Healthy Communities.** With increasing attention on the connection between the built environment and public health, most general plans today are incorporating healthy community policies. Since community health is a cross-cutting topic, we expect to address it as a major theme throughout the other General Plan elements (e.g., land use, transportation, open space and parks).

### ***Implementation Strategy***

The Consultants will prepare an action-oriented implementation strategy that includes discrete, tangible actions the City will undertake to implement the goals and policies. We will write the implementation program document to assist the City in developing future budget and work programs for infrastructure and services to high priority projects identified in the new General Plan.

### **Task 5.4: Prepare Draft Land Use and Circulation Diagrams**

The Consultants will prepare an updated General Plan (Land Use) Diagram and Circulation Diagram as part of the Administrative Draft General Plan. We will update the Land Use Diagram with any changes made to the designations and locations they apply based on the preferred alternative. For the Circulation Diagram, we could use VMT to develop roadway standards instead of or in addition to LOS standards (if the VMT option is desired).

### **Task 5.5: Preliminary Public Review Draft General Plan**

Based on direction from City staff, the Consultants will revise the Administrative Review Draft General Plan and prepare a Preliminary Review Draft General Plan for review and confirmation by the Planning Commission and City Council. We recommend the Planning Commission and City Council review and confirm a preliminary draft of the changes to the General Plan before preparation of the EIR. This approach helps reduce the potential for major changes to the Plan during or after the environmental review process.

### **Task 5.6: Joint Study Sessions**

The Consultants will conduct up to five (5) joint study sessions with the City Council and Planning Commission to review and confirm the changes to the General Plan. The Planning Commission will recommend any final revisions or adjustments to the City Council. The City Council will then provide direction on any final revisions or adjustments to the General Plan prior to the preparation of the EIR.

### **Task 5.7: Public Review Draft General Plan**

Based on direction from the City Council, the Consultants will prepare the Public Review Draft General Plan for publication and environmental review.

### **Task 5.8: Newsletter #4: Draft General Plan**

The Consultants will prepare a newsletter summarizing the Public Review Draft General Plan that provides highlights of the key features and changes in the new General Plan.

### **Task 5.9: Community Open House: Draft General Plan**

Upon release of the Public Review Draft General Plan, the Consultants will facilitate an open house to present the Plan to the community. The open house could be set up in the format where residents can visit stations or “booths” focused on each element of the Plan. City staff and Consultants will be stationed at each booth to discuss the elements, answer questions, and gather feedback. The Consultants will promote the public review process and hearings for the General Plan.

### **Task 5.10: General Plan Consultation and Referrals**

State law requires consultation with a variety of Federal, State, regional, and local agencies whenever a jurisdiction updates or amends its general plan. These statutes are located throughout the Government Code and have varying requirements for when draft and final documents must be submitted and how long agencies have to

review and provide comments. We maintain a checklist of agency consultation requirements that we will use to ensure the City provides the Public Review Draft General Plan to the appropriate agencies.

**Products:**

- General Plan Audit Report (digital version)
- TAC Meeting Materials and Summary Report (digital version)
- Administrative Review Draft General Plan (digital version)
- Draft Land Use and Circulation Diagrams (digital version)
- Preliminary Public Review Draft General Plan (25 hard copies, digital version)
- Newsletter #4 (100 hard copies, digital version)
- Joint Study Session Meeting Materials and Summary Report (digital version)
- Public Review Draft General Plan (25 hard copies, CD, digital version)
- Community Open House Display Boards

## **Phase 6: Program Environmental Impact Report**

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### **Task 6.1: Notice of Preparation**

The Consultants will work with City staff to develop a project description and will prepare a draft Notice of Preparation (NOP) for City staff to review. The NOP is intended to alert other public agencies about the undertaking and to solicit their input on the scope of the study. The Consultants will submit a final PDF copy of the NOP to City staff for posting on its website and for distribution to public agencies. It is assumed that the City will distribute the NOP using the City's NOP distribution list. The Consultants will review and make suggestions regarding the list. The Consultants will be responsible for filing the NOP with the State Clearinghouse/OPR.

### **Task 6.2: Scoping Meeting**

The Consultants will facilitate a public and agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP period to introduce the community to the EIR process and obtain input on the Program EIR scope of work. It will include a brief presentation, followed by public comment and input from meeting attendees. The Consultants will prepare a summary of all input gathered, which will be included in the Draft Program EIR along with any written public comments received during NOP comment period.

### **Task 6.3: Administrative Draft Program EIR**

The Consultants will prepare an Administrative Draft Program EIR (ADPEIR) in compliance with CEQA requirements using information gathered as part of the General Plan update effort and comments on the NOP, as well as information from other relevant CEQA documents completed by the City in recent years. The Consultants will be responsible for development of a legally-adequate and appropriate Program EIR for the General Plan.

The Consultants will prepare the ADPEIR based on the project description approved by the City Council.

We will introduce each topical section in the environmental analysis with a brief statement of its context in the ADPEIR and the development of the General Plan. This effort may include interpretive information for the reader to better understand how the General Plan affects the environment, as well as the sources of data used in the analysis.

We will determine the number of impacts to be analyzed and the depth of analysis based on areas of concern identified by the Consultants and City staff, as well as responses to the NOP. Thresholds we use to determine the significance of project impacts will be clearly stated and will include thresholds in the CEQA Guidelines, Appendix G, as well as existing regulatory standards, if applicable. We will identify Impacts and prepare mitigation measures to reduce significant impacts to a less-than-significant level, when feasible. For each potentially significant impact identified in the ADPEIR, the Consultants will identify mitigation measures or

policy statements proposed by the City as part of the General Plan Update to avoid or reduce identified impacts. We will construct mitigation measures as policy statements or implementation measures to facilitate incorporation into the General Plan.

In order to prepare an ADPEIR that meets the needs of the City and regulatory requirements of the State, the ADPEIR will comprise the following sections:

**Executive Summary.** This section will provide a summary of the entire ADPEIR and include the following:

- a discussion of the project objectives;
- a brief description of the proposed project;
- a summary of the environmental setting for the Planning Area;
- a summary of impacts;
- a summary of mitigation measures (mitigating policies or programs);
- a discussion of alternatives considered; and
- areas of controversy, and issues remaining to be resolved.

**Introduction.** The ADPEIR will contain an introductory chapter that provides an overview of the project and context, summarizes CEQA requirements and the environmental review process, describes the legal purpose of the ADPEIR, outlines the environmental issues being addressed, and presents the organization of the report.

**Project Description.** This section will contain the City's objectives for the General Plan Update and a summary of the General Plan components. It will also outline the Planning Area boundaries and any changes in land uses proposed.

**Environmental Setting.** Compiling existing conditions information will involve reviewing existing and draft documents (e.g., existing General Plan elements, specific plans, special studies, EIRs) and contacting appropriate agencies and organizations serving the community. The Consultants will describe the information in a mix of text, tabular, and graphic form (i.e., maps and diagrams).

**Analysis, Impacts, and Mitigation Measures.** The environmental analysis section will include four main components:

- Setting – description of current conditions with respect to the issue in question, including the existing regulatory environment
- Impact analysis – statement of significance thresholds and discussion of potentially significant effects of the proposed project
- Programmatic mitigation measures – methods by which significant effects can be reduced or eliminated, often presented as General Plan policies to be introduced back into the plan
- Level of significance after mitigation – discussion of whether proposed mitigation measures reduce impacts to below the adopted significance threshold

We will consider adverse impacts that meet or exceed significance thresholds significant. Additionally, all impacts will be characterized in terms of short- or long-term effects and presented in a logical discussion that the public can understand. We will discuss any inconsistencies with local or regional plans.

Issues to be analyzed in a programmatic framework will include:

- |                            |                              |
|----------------------------|------------------------------|
| • Aesthetics               | • Mineral Resources          |
| • Agriculture              | • Noise                      |
| • Air Quality              | • Population and Housing     |
| • Biological Resources     | • Public Services            |
| • Cultural Resources       | • Recreation                 |
| • Geology and Soils        | • Transportation and Traffic |
| • Greenhouse Gas Emissions | • Tribal Resources           |



- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Utilities and Service Systems
- All the mandatory CEQA sections including energy and growth inducement

We will discuss approaches to the impact analysis for the Program EIR with City staff and will be consistent with the assumptions and methodologies used in recent City-certified EIRs to the extent possible. In general, the impact analysis will focus on the issues present in the Planning Area and likely to be affected or impacted by the General Plan Update. Some issues, such as agriculture and mineral resources may not require a detailed analysis relative to other issues because they do not occur in Rohnert Park or would be unaffected by the project.

### ***Greenhouse Gas Emissions Analysis***

The Consultants will conduct necessary analysis to address CEQA Guidelines Section 15064.4. The Consultants will prepare the GHG section of the ADPEIR addressing the contribution of GHG emissions generated by buildout of the General Plan and their contribution to cumulative impacts related to climate change. Potential impacts and mitigation measures will be coordinated with the recommended targets and GHG emission reduction potential of the updated General Plan's policies and program.

### ***Prepare GHG Forecasts and Reduction Targets***

Based on the GHG emission inventory (conducted in Task 2.2), the Consultants will prepare GHG emissions forecasts (e.g., "business-as-usual") for communitywide sources for two future-year scenarios: 1) without applicable legislative actions; and 2) with reductions associated with implementation of adopted Federal and State legislation (e.g., renewable energy portfolio standards, California Green Building Code standards, vehicle emissions controls, fuel efficiency standards). The Consultants will forecast GHG emissions for 2020 (consistent with AB 32), 2030 (consistent with SB 32), and 2050 (consistent with Executive Order B- S-3-05), along with the GPU buildout year (i.e., 2040).

The Consultants will also calculate GHG reduction targets required to meet the City's local fair share of the State's 2020 and 2030 GHG reduction goals in AB 32 and SB 32, per guidance from CARB in the 2017 Scoping Plan Update and the 2017 General Plan Guidelines.

### ***Quantify GHG Reduction Measures and Perform Gap Analysis***

The Consultants will quantify the GHG reduction potential of proposed General Plan policies and programs, and conduct a "GHG reduction gap analysis" to determine whether the proposed policies and programs in the Draft General Plan can achieve the City's GHG reduction targets and goals.

As part of the GHG quantification process, the Consultants will evaluate and prioritize policies and actions using the following or similar criteria:

- Quantified VMT or trip reduction potential;
- Quantified energy conservation or fuel savings potential;
- Quantified renewable energy generation potential;
- Quantified water efficiency and conservation potential;
- Quantified solid waste reduction and recycling potential;
- Administrative/political responsibility and feasibility, implementation costs, possible funding sources, and public and private sector implementation partners.

We will add all information, assumptions, and target indicators used to quantify GHG emissions reductions required to meet the targets into the ADPEIR as a technical appendix, creating a single, master data-set for the GHG reduction analysis. If it is determined during preparation of the ADPEIR that the identified draft policies and program are not enough to achieve the City's reduction targets and goals, the Consultants will increase participation rates of GHG reduction actions or identify new potential GHG reduction policies and actions to fill the gap. If needed, revised or new policies and implementation programs will be added to the General Plan and/ or recommended as mitigation measures.

### ***Transportation Analysis***

The Consultants will develop future daily traffic forecasts at up to 30 roadway segments and 15 intersections in the study area for the final Preferred Alternative (Project). The forecasts will be developed using the latest version of the SCTA travel demand model at the time of the commencement of the forecasting task. Where existing counts are available, the Consultants will adjust the forecasts to account for model error before using them in subsequent operations analysis. The Consultants will conduct roadway and intersection level of service analysis for these segments, using LOS volume thresholds developed in consultation with City staff. The Consultants will work with the City to review significance criteria that will be used to evaluate the transportation system. It is anticipated that the alternatives analysis and setting of goals and policies will result in a land use and transportation plan that is self-mitigating to the extent feasible.

The Consultants will prepare vehicle miles of travel (VMT) metrics for the existing and Preferred Alternative scenario. The Consultants will also analyze the transit and non-motorized impacts of the Preferred Alternative scenario and recommend mitigation measures to address potentially significant impacts of the General Plan.

**Alternatives Analysis.** A range of alternatives will be considered in the ADPEIR. State CEQA Guidelines require consideration of the “No Project” Alternative. For purposes of this Program EIR, the No Project Alternative would be a continuation of the existing General Plan without any updates or additions. In addition to the “No-Project” Alternative, the Consultants will consider other alternatives (such as alternative land use scenarios) that were developed during the General Plan Update. Evaluation of alternatives will be in less detail than that for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the “environmentally superior alternative.” If the “No Project” Alternative is determined to be environmentally superior, the ADPEIR will identify the environmentally superior alternative among the remaining scenarios.

For transportation impacts, the Consultants will review the latest version of the SCTA travel demand model to determine its current level of validity for the purpose of developing forecasts for the General Plan alternatives analysis and EIR. The Consultants model review will use the collected traffic count volumes to determine if additional calibration or validation of the travel demand model is required. We assume that the current baseline of the SCTA travel demand model would be suitable for alternatives analysis forecasting and this scope of work does not assume that a re-validation of the current SCTA model would be required as part of this project. We will rely on the updated SCTA travel demand model as the source of final forecasts for the preferred General Plan alternative when the updated model is available (projected to be late 2018). As the current SCTA travel demand model is not suitable for the estimation of vehicle miles traveled (VMT) per guidelines from the State Office of Planning and Research (OPR), the Consultants will prepare existing and horizon year 2040 VMT estimates using the Metropolitan Transportation Commission (MTC) travel demand model.

**Cumulative Impacts.** We will evaluate cumulative impacts based on planning documents for the Planning Area. We will also estimate and discuss the contribution of the proposed project to the overall cumulative impacts.

**Other CEQA Sections.** The ADPEIR will provide, in addition to the sections discussed above, all other required CEQA sections, including areas of known controversy, growth inducement effects, energy, and significant unavoidable impacts.

#### **Task 6.4: Staff Review/Screen Check Draft Program EIR**

The Consultants will incorporate City staff input into the ADPEIR and provide City staff with digital versions of the ADPEIR in both Word and PDF formats. City staff will conduct one review of the ADPEIR and provide consolidated comments and edits. The Consultants will incorporate appropriate revisions and prepare a Screen Check Draft Program EIR. We will provide the Screen Check version in a digital format.

#### **Task 6.5: Draft Program EIR**

Once City staff approves the Screen Check Draft Program EIR, the Consultants will prepare the Draft EIR for public circulation. The Consultants will prepare and distribute the required copies of the Draft Program EIR to the State Clearinghouse, including all required accompanying forms, such as the Notice of Completion (NOC). The

Consultants will also file the Notice of Availability (NOA) of the Draft Project EIR with the Sonoma County Clerk. It is assumed that City staff will distribute the NOA of the Draft Program EIR to responsible agencies, and interested agencies, organizations, and persons. It is also assumed that the City will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by State law, the Draft Program EIR will be circulated for public review for a minimum of 45 days.

#### **Task 6.6: Response to Comments**

Within three weeks of receipt of all comment letters on the Draft Program EIR, the Consultants will submit a draft Response to Comments to City staff for review. The Response to Comments document will include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft Program EIR that may be necessary. All responses will include reasoned analysis and, as necessary, will include additional analysis. The final version of the Response to Comments will be incorporated as an appendix to the Final Program EIR. The scope and budget assume a level of effort that would include 100 hours of staff time for this task. This assumes receipt of approximately 15 to 25 comment letters. If the number of comment letters and the effort to prepare responses is greater than anticipated, the Consultants will notify City staff immediately and discuss options to amend our scope of work and budget as necessary. Following receipt of City staff comments, the Consultants will finalize the Response to Comments.

#### **Task 6.7: Mitigation, Monitoring, and Reporting Program**

Concurrent with the Response to Comments, the Consultants will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which will be included in the Final Program EIR. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

The final version of the MMRP will be incorporated as an appendix to the Final Program EIR.

#### **Task 6.8: Final Program EIR**

The Consultants will complete the Final Program EIR after the review period has closed and all comments submitted during that period have been received. The Final Program EIR will include corrections to the Draft Program EIR (if warranted), comments received, and responses. The Consultants will prepare a Screen Check Final Program EIR for City staff review and confirmation followed by a Final Program EIR after incorporating comments from City staff. The Consultants will produce print and digital copies of the Final Program EIR. Within one day of Final Program EIR certification and project approval, the Consultants will submit the draft Notice of Determination (NOD) to City staff for delivery to the County Clerk and/or State Clearinghouse.

#### **Products:**

- Draft and Final Notice of Preparation (digital version and submittal of copies of the NOP with the State Clearinghouse)
- Scoping Meeting Materials
- Administrative Draft Program EIR (2 hard copies and 10 CD copies to the City)
- Screen Check Draft Program EIR (digital version)
- Draft Program EIR (10 hard copies and 10 CD copies sent to the City and 15 hard copies of the Executive Summary and 15 CD copies of the Draft Program EIR submitted to the State Clearinghouse, NOA submitted to the County Clerk)
- Response to Comments (digital version)
- Mitigation, Monitoring, and Reporting Program (digital version)



- Final Program EIR (10 hard copies and 15 CD copies to the City)

## **Phase 7: Adoption**

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### **Task 7.1: Planning Commission Hearing**

The Consultants will attend a public hearing with the Planning Commission to review the Draft General Plan and Draft Program EIR. The Planning Commission will consider the comments made during the public hearing and make recommendations to the City Council.

### **Task 7.2: City Council Hearings (2)**

The Consultants will attend two public hearings with the City Council to review the Draft 2040 General Plan and Draft Program EIR. At these hearings, the City Council will consider the Planning Commission recommendations and the comments made at the public hearings. After the hearings, the City Council will direct the Consultants to incorporate their recommendations and prepare the Final General Plan and Final Program EIR.

### **Task 7.3: Final General Plan Documents**

Following public review of the Draft General Plan, the Consultants will prepare the Final General Plan for adoption.

### **Task 7.4: City Council Adoption Hearing**

The Consultants will attend one hearing with the City Council for certification of the Final Program EIR and adoption of the Final 2040 General Plan.

### **Task 7.5: Web-Based General Plan**

The Consultants will design the final General Plan as an interactive web-based General Plan. The web-based plan will not simply be a document that is published online but will be a dynamic communication tool that provides transparency, accessibility, and efficiency in local government.

The web-based plan will be highly graphical and structured and designed to meet the specific needs of the City. It will be fully searchable, allowing decision-makers and other users to quickly locate relevant information. The online format will allow cross-referenced links to related policies, programs, maps, or background information.

### **Products**

- Tracking of comments and recommendations (all meetings, digital versions)
- Final 2040 General Plan (100 hard copies, 100 CDs, digital version, 2 unbound originals for reproduction)
- Color Land Use Element Exhibits (100 copies, sizes and scales to be determined)
- Compilation CD with all milestone documents, data, and GIS files (3 CDs)
- Web-based General Plan

## **Phase 8: Project Management and Additional Community Outreach**

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### **Task 8.1: Project Management**

Throughout the General Plan Update process, the Consultants will proactively identify issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action. The Consultants will participate in regular project management conference calls and will use email communications and have telephone conversations with City staff, as needed, during the course of the project. The Consultants will prepare monthly invoices with status reports documenting the progress made each month on completing the project, and review and update the schedule when necessary.

## **Task 8.2: Website and Online Engagement Maintenance**

**Project Website.** The Project Website will serve as the hub of project communication and information, including an overview of the project, announcements about upcoming meetings and information on past meetings and events, document library, and contact information. It is assumed that the City will link to this website from the City's General Plan web page and/or City's Home page.

**Engagement HQ.** In addition to the Project Website as an information portal, we also propose to use Engagement HQ software tools to develop an exciting platform for online public engagement. Engagement HQ allows us to engage with the community through surveys, opinion polls, discussion forums, photo sharing, mapping exercises, and more. It also offers analysis and reporting tools to understand who is participating and easily summarizes community inputs. During the General Plan Update, we will use this tool to poll the community on a range of topics.

If desired, the Consultants will also train City staff to administer the site, so it can be maintained beyond the General Plan Update project as an ongoing forum for general civic engagement. We will use Engagement HQ software for active public engagement over a 12-month period during the development of the General Plan, with the site maintained (no interactive features) during the public review portions of the project. Costs for this item are listed under Direct Expenses.

**Online Mapping.** As part of the public education piece, we will use online mapping tools, such as ESRI ArcGIS Online and ESRI Story Map, to inform the public by providing easy, on line access to geographic data. We will use this tool to display key information from the existing conditions assessment as well as land use alternatives developed for consideration.

**Social Media.** As part of the Update process, we will provide content for social media posts that City staff can publish on the City of Rohnert Park Local Government Facebook (<https://www.facebook.com/CityofRohnertPark>), Twitter (<https://twitter.com/RohnertParkCity>), Nextdoor (<https://nextdoor.com/city/rohnert-park--ca/>), and other City social media feeds at key points in the Update process.

## **Task 8.3: Ongoing Communication**

**Email Blasts.** As part of the Update process, the Consultants will work with the City to develop a project-specific email notifications that the City will distribute using the City's existing e-notifier system. Additional e-mail addresses for interested individuals that are collected by the Consultants at meetings, events, or the Project website will be provided to the City to add to their current notification lists.

**Press Releases.** Prior to every community workshop, we will prepare and distribute news releases to inform media outlets serving the community about upcoming meetings and ensure accurate coverage that sets realistic expectations for what the General Plan does and does not do.

**Translation Services.** Ensuring that the process is inclusive and accessible to all segments of the community is an important goal of every General Plan Update. We will provide meeting notices in English and Spanish, with an offer to provide translation services at workshops if requested. For verbal translation services, we have found that individuals are more comfortable participating in the planning process when a local community group or organization is involved. If appropriate, we will work closely with local organizations and individuals to reach out to non-English speaking communities and ensure they are engaged in the process.

## **Task 8.4: Pop-up Booth for Festivals and Events**

**Booths at Festivals and Events.** The Consultants will provide materials for City staff, supported by Sonoma State University (SSU) student planners working for the Consultants, to set up a "pop-up" booth at up to four sets of festivals and events in Rohnert Park. The booth would feature boards and hand-outs that provide an overview of the General Plan Update, information on opportunities to get involved, and depending on which phase of the project we are in, exercises that are similar to the exercises from the most recent community workshop. Students

would be assigned to staff the booth and engage with community members. It is assumed that City staff will attend and run the booth with support from the student planners.

Materials will be provided relative to the following four major components of the Update: 1) project overview, 2) issues and opportunities exercise, 3) alternatives exercise, and 4) draft General Plan. Materials will be provided relative to 1) project overview, 2) issues and opportunities exercise, 3) alternatives exercise, and 4) draft General Plan.

**General Plan Headquarters.** The City is planning to use the former RE/MAX building site as the “General Plan Headquarters”. The General Plan Headquarters will be staffed by City staff (days and hours to be determined) and allow community members to drop-in and find out more about the General Plan Update. The Consultants will work with City staff to prepare signs, banners, and appropriate materials to advertise the location and educate the community about the project. The Consultant will provide materials to support the Headquarters at key points in the project. Materials will be provided relative to the following four major components of the Update: 1) project overview, 2) issues and opportunities exercise, 3) alternatives development, and 4) draft General Plan. Materials will be provided relative to 1) project overview, 2) issues and opportunities exercise, 3) alternatives exercise, and 4) draft General Plan.

**City Hall Displays.** Like the booths at festivals and events, the Consultants will provide materials for City staff to display at City Hall. These displays will provide timely information on the Update process, provide posters on current project developments, and provide some opportunities for interactive displays designed to gain community input.

## **Minor Addendums**

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Due to the duration and complexity of this work, there may be occasions where changes in tasks, products, or deliverables may be in the best interest of the City of Rohnert Park. Such changes may be authorized in writing by the City’s Project Manager and agreed upon by the prime Consultant (Mintier Harnish).

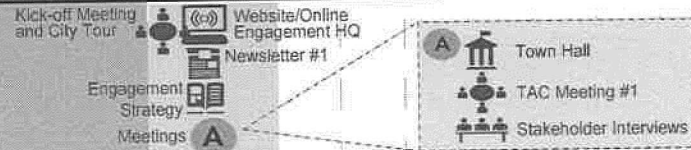
## **Contingency**

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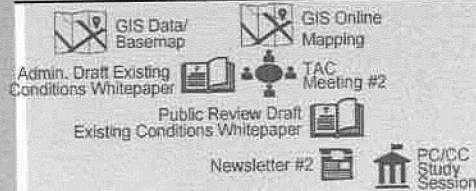
The project budget contains a line item for Contingency. Contingency funds are provided to address other items related to the completion of the General Plan Update that cannot be foreseen or projected at the time of contract authorization. Use of Contingency funds must be authorized in writing by the City’s Project Manager and will be added to the total amount authorized for expenditure.

# City of Rohnert Park General Plan Update | Project Schedule - Exhibit B to Agreement

## Phase 1: Project Initiation



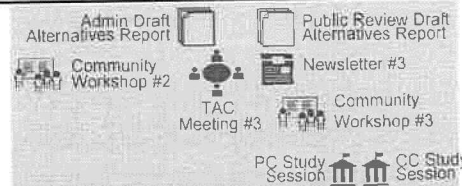
## Phase 2: Existing Conditions



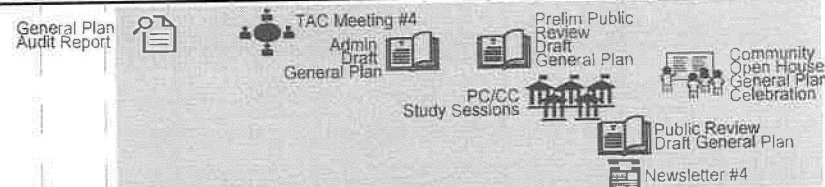
## Phase 3: Community Visioning and Issue Identification



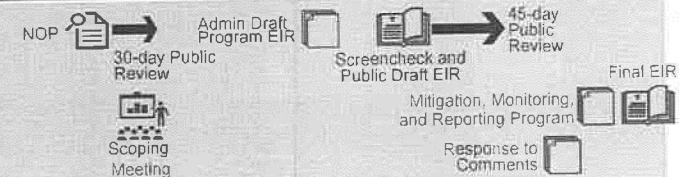
## Phase 4: Alternatives



## Phase 5: General Plan



## Phase 6: Program Environmental Impact Report



## Phase 7: Adoption

