

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF CARSON** (“City”) and **DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**, a California Corporation (“Consultant”) is effective as of the ____ day of _____, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated June 6, 2017 (“Agreement”), whereby Consultant agreed to provide Planning Services to help the City Update the General Plan and the Zoning Ordinance.

B. City and Consultant entered into that certain Amendment No. 1 to the Agreement dated June 5, 2018 (“Amendment No. 1”), whereby Consultant agreed to incorporate and provide additional public outreach strategies and activities to allow additional meetings, workshops and forums toward supporting the services detailed in the Agreement, and the parties agreed to increase the Contract Sum prescribed in the Agreement, as such term is defined therein.

C. After the Agreement and General Plan Update project was initiated, the City identified the need to (1) evaluate the Carson Circuit and Dial-A-Ride Service and (2) develop Senate Bill 743 (Steinberg, 2013) implementation approach through the General Plan. In order to address these objectives, the City proposed to detail how the current Carson Circuit and Dial-A-Ride Service meets or does not meet the transportation needs of the community and integrate a Vehicle Miles Traveled (VMT) approach into the City’s transportation guidelines, Transportation Demand Management Program and Circulation Element. City and Consultant entered into that certain Amendment No. 2 to the Agreement dated February 18, 2020, to increase the Contract Sum from \$1,175,194 to \$1,372,164 to enable the Consultant to provide these additional services.

D. Pursuant to an application submitted on or about January 27, 2020, City, in or about October of 2020, received a conditional award of a Local Early Action Planning (LEAP) grant in the amount of \$300,000 from the California Department of Housing and Community Development, to be used for the purposes of (1) preparing the City’s General Plan Housing Element for the 2021-2029 planning period and subsequent compliance with the 6th Cycle RHNA obligations of the City, and (2) adopting an Accessory Dwelling Unit (ADU) ordinance consistent with changes in state law and amending the General Plan and Zoning Code as necessary to accommodate same, including completing the necessary CEQA assessments for such tasks (the “LEAP Grant”). City desires to use the LEAP Grant to retain Consultant to perform the LEAP Grant tasks and services, and Consultant is agreeable to same.

E. Based on the foregoing, City and Consultant desire to enter into this Amendment to: (1) increase the contract sum by \$300,000, from \$1,372,164 to \$1,672,164, with the understanding that the additional funding authorized is the LEAP Grant funding and no other funding; and (2) to increase the scope of services to provide for Consultant to perform the above-

referenced tasks and services pursuant to the LEAP Grant.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

a. **The first paragraph of Section 2.1, Contract Sum, is hereby amended to read as follows:**

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million Six Hundred Seventy-Two Thousand One Hundred Sixty-Four Dollars (\$1,672,164)*** ~~One Million Three Hundred Seventy-Two Thousand One Hundred Sixty-Four Dollars (\$1,372,164)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

b. **Exhibit “A” (Scope of Services) of the Agreement is hereby amended to add a new Section III, to read in its entirety as follows:**

“III. LEAP Grant Tasks

Commencing as of the effective date of Amendment No. 3 to this Agreement, Consultant shall perform the following additional tasks:

LEAP Grant Task 1: prepare the City’s General Plan Housing Element for the 2021-2029 planning period; comply with City’s 6th Cycle RHNA obligations.

The new housing element will provide the capacity and an implementation component for approximately 5,606 new housing types and price points within the housing planning period, in compliance with the 6th Cycle RHNA obligations of the City. The Housing Element will contain pro-housing policies, and will identify and evaluate City-owned surplus properties for residential development. The process will include an adequate sites inventory that will identify infill opportunities to accommodate the number of housing units and affordability targets per RHNA. It will also provide opportunities for a range of residential types and densities, such as a diversity of multi-family housing units at higher densities to incentivize construction on brownfield sites or in close proximity to job centers and major public transportation corridors.

The preparation of the housing element will satisfy California Government Code Section 65580 *et seq.*, by extensively evaluating factors related to housing condition, housing needs, production challenges, and developing strategies and an implementation component to promote housing construction. These tasks will

evaluate the current housing policies, special needs populations, and permitting procedures, as well as examining potential housing opportunity sites. The Housing Element will be forwarded to HCD for certification. The City will also amend the General Plan as part of the preparation and adoption of the Housing Element.

LEAP Grant Task 2: prepare an Accessory Dwelling Unit (ADU) ordinance amending the City's Zoning Code consistent with changes in state law; prepare documents as necessary to amend the General Plan to accommodate same.

Consultant will prepare an ordinance and take other measures as necessary to address City's need to update its Municipal Code and amend its General Plan to respond to the changes to State law ADU provisions and standards that went into effect January 1, 2020. Consultant, in cooperation with City staff and the City Attorney's office, will prepare the ADU ordinance pursuant to Section 65852.2 of the Government Code along with local zoning considerations. Consultant will also develop a plan to incentivize the construction of ADUs, which will be coordinated with and addressed as part of the Housing Element Update. The ADU ordinance will be forwarded, within 60 days of City Council adoption, to HCD for review and approval. The adoption of the ADU ordinance will require amendment of the General Plan and Zoning Code.

Leap Grant Tasks 1 and 2 are collectively referred to herein as the "LEAP Grant Tasks". CEQA assessment will be conducted for both LEAP Grant Tasks. Consultant will develop a Public Engagement Program (PEP) applicable to both Leap Grant Tasks that will ensure inclusion of hard to reach population groups, disadvantaged residents, seniors and youth and property owners and renters.

Consultant's shall perform the LEAP Grant Tasks consistent with the City's approved LEAP Grant application, except as otherwise provided in this Section or authorized by the Contract Officer.

The project timeline and budget for Consultant's performance of the LEAP Grant Tasks shall be as set forth in the following table, unless otherwise authorized by the Contract Officer, provided that, notwithstanding the foregoing or any other provision of this Agreement, the cost incurred and compensation payable for the LEAP Grant Tasks shall not exceed \$300,000 absent a City Council-approved amendment to this Agreement. LEAP Grant Tasks shall not be compensated with funding other than the LEAP Grant, absent a City Council-approved amendment to this Agreement.

Task	Est. Cost	Begin	End	Deliverables (without limitation as to
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				requests by Contract Officer)
Project Management	\$27,500	12/1/20	9/6/22	General, Memos, Reports
Project Initiation	\$5,000	12/1/20	4/1/21	Contract, Kick-Off Meeting
Data Gathering/Analysis	\$15,000	4/1/21	6/1/21	Background Memo
Public Engagement	\$30,000	6/1/21	9/1/21	Memo, Report, Tasks
Preliminary Policies, Goals, Objectives	\$10,000	7/15/21	8/15/21	Preliminary Policies, Goals, Objectives
Screencheck Housing Element & ADU	\$32,000	7/15/21	9/15/21	Draft Housing Element & ADU
Public Review Housing Element & ADU	\$25,500	10/1/21	11/15/21	Draft Housing Element & ADU
CEQA – EIR	\$140,000	5/1/21	12/1/21	Scoping, EIR, 45 Day P.R, Adoption
City Approval	\$12,000	1/1/22	2/15/22	Planning Comm. & City Council
HCD Certification & Approval	\$3,000	3/1/22	6/15/22	Certified Housing Element & ADU Ordinance

The foregoing cost itemizations are estimates only, and may be shifted from one Task sub-budget to another as stated in Section III of Exhibit ‘C.’”

- c. Existing Section III of Exhibit “A” (Scope of Services) of the Agreement is hereby renumbered to Section IV.
- d. Existing Section IV of Exhibit “A” (Scope of Services) of the Agreement is hereby renumbered to Section V.
- e. Section I of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended as follows:

	Phase/Task	Time (from Project Start to Completion)	Sub-Budget
	Phase I: Project Initiation, Visioning, and Issue Identification	7 Months	\$256,133
1.	Project Initiation	3 Months	\$34,876
2.	Visioning and Issue Identification	6.5 Months	\$73,331
3.	Existing Conditions, Trends, and Opportunities Assessment	7 Months	\$147,926
	Phase II: Options and Strategies	14.5 Months	\$220,187
4.	Alternatives	11.5 Months	\$144,067
5.	Preferred Plan	14.5 Months	\$141,120
6.	Carson Circuit and Dial-A-Ride Evaluation and VMT Guidelines	6 Months	\$196,970.00
	Phase III: Draft and Final Documents	28 Months	\$633,874
7.	Draft General Plan	20 Months	\$155,132
8.	Draft and Final EIR	23 Months	\$203,495
9.	Planning and Zoning Code Update	28 Months	\$249,500
10.	Hearings and Adoption	25.5 Months	\$25,747

	<i>LEAP Grant Tasks (Amendment No. 3)</i>	<i>21.5 Months (as detailed in Section III of Exhibit "A")</i>	<i>\$300,000 (as detailed in Section III of Exhibit "A")</i>
	TOTAL	<i>34 Months Estimated Not to Exceed 60 Months*</i>	<i>\$1,372,164 \$1,672,164</i>

***The 60-month ~~34-month~~ period shall supersede any conflicting schedules set forth in Exhibit "D-1," "Schedule of Performance," of the Agreement.**

- f. Section V of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended as follows:**

"The total compensation for the services shall not exceed ***\$1,672,164*** ~~\$1,110,194~~ if City does not exercise the option to prepare TDM or Parking Regulations or Design Guidelines, or ***\$1,726,664*** ~~\$1,164,694~~ if the City does exercise the option to prepare TDM or Parking Regulations or Design Guidelines, as provided in Section 2.1 of this Agreement."

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Regarding Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause, MMC, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

DYETT & BHATIA, a California Corporation

By:_____
Name: Rajeev Bhatia
Title: President

By:_____
Name:
Title:

Address: 1330 Broadway, Suite 604
Oakland, CA 94612

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<div><div><div><input type="checkbox"/> INDIVIDUAL</div><div><input type="checkbox"/> CORPORATE OFFICER</div></div><div><div>TITLE(S)</div><div><div><input type="checkbox"/> PARTNER(S)</div><div><input type="checkbox"/> LIMITED</div><div><input type="checkbox"/> GENERAL</div></div><div><input type="checkbox"/> ATTORNEY-IN-FACT</div><div><input type="checkbox"/> TRUSTEE(S)</div><div><input type="checkbox"/> GUARDIAN/CONSERVATOR</div><div><input type="checkbox"/> OTHER _____</div></div></div> <div><div>SIGNER IS REPRESENTING:</div><div>(NAME OF PERSON(S) OR ENTITY(IES))</div><div>_____</div><div>_____</div><div>_____</div></div>	<div><div>DESCRIPTION OF ATTACHED DOCUMENT</div><div>_____</div><div>TITLE OR TYPE OF DOCUMENT</div><div>_____</div><div>NUMBER OF PAGES</div><div>_____</div><div>DATE OF DOCUMENT</div><div>_____</div><div>SIGNER(S) OTHER THAN NAMED ABOVE</div><div>_____</div></div>
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OPTIONAL

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CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____