

Date

Name

MSA Consulting Group
34200 Bob Hope Drive
Rancho Mirage, CA 92270

Re: Letter of Agreement for "Housing Re-Zoning Services 2020"

Dear Mr. [REDACTED]:

This letter shall be our Agreement regarding planning, management, and environmental services for processing applications for planning approval as described below ("Services") to be provided by MSA Consulting Inc. (Name, President), a California Corporation ("Contractor") as an independent contractor to the City of Coachella for the various current and future projects ("Projects").

The Services to be provided may include, but are not limited to the following:

1. Assist City of Coachella with professional planning and graphic services by processing, and formulating recommendations for up to four (4) City-initiated change of zone applications as assigned by the City Manager, Development Services Director, or designee including, but not limited to, the following:
 - a. Process the standard planning applications using the selected sites that will accommodate a minimum of 2,542 additional dwelling units by right on properties previously identified in the City 2013-2021 Certified Housing Element and related tasks including:
 - i. Participation in meetings with landowners to discuss project scope and schedule, negotiate entitlement requests and get written owners' consent to proceed.
 - ii. Work on behalf of City staff in preparation of file documents with exhibits for routing to City and outside agencies, preparation of preliminary CEQA documents including preparation of up to two (2) draft Negative Declarations and two (2) Notice of Determinations, and Notice of Exemptions.
 - iii. Assist City staff in preparing draft notices of public hearing for publication and mailings for each Planning Commission and City Council meeting, as directed by City staff.
 - iv. Prepare draft staff reports, resolutions, ordinances, exhibits, and responses to comments, as needed for finalization by City staff for Planning Commission and City Council agendas.

2. Attendance at staff meetings and/or project proponent meetings, as directed by the City Manager, Development Services Director, and designee. Attendance at Planning Commission and City Council meetings, public hearings, and other meetings as directed by the City Manager, Development Services Director, or designee.
3. Completion of draft written and graphic documents, and other correspondence as needed to carry out the tasks of "project planner" for Projects as described in Item No. 1 and 2 above.
4. Coordination of schedules, follow up items, budgetary concerns and related items to ensure the City's Project schedule is maintained for Item No. 1 above.

The above tasks will be billed to the City of Coachella on a *"time and materials"* basis based on the following rates:

Contract Planner \$____/hr.
 Additional Staff.....\$____/ hr.

Reimbursable Expenses:

- Mileage to be billed at IRS Business Rate plus 20%
- Printing, Reproduction, Scanning, etc. billed at direct cost plus 20%
- Sub-Consultant Fees billed at direct cost plus 20%

Per Diem Rates:

- Per Diem for overnight trips (lodging, meals, and incidentals) shall be billed at current Government Services Administration (GSA) rates for the County for which the travel occurs (Riverside County, San Bernardino County, etc.) plus 20%. Current rate schedule is for FY 2020 and shall be adjusted annually pursuant to GSA guidelines.

Annual Review and Adjustment:

- MSA Consulting's Schedule of Hourly Rates is subject to change based on an annual review of the cost of living and employee wage increases. In the event MSA's Schedule of Hourly Rates is adjusted, a corresponding percentage increase shall be applied to all remaining Agreement budgets and such Agreement budgets and such Schedule of Hourly Rates shall apply to subsequent Extra Work.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate of \$_____ for Contract Planner. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed fourteen thousand eight hundred seventy five (\$14,875.00).

Prior to and as a condition precedent to the effectiveness of this Agreement, City staff shall procure grant funding to cover at least 75% of the Contractor's work and compensation, as qualifying under housing productivity planning work. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant for all the tasks identified in the Services,

and shall otherwise conform to any grant funding guidelines, as deemed necessary by the City’s Grants Manager.

Contractor shall provide proof of professional liability (Errors and Omissions) in the amount of \$1,000,000 and automobile liability insurance of \$100,000/\$300,000 (per person/accident) to the City of Coachella with any specific endorsements and conditions required by the City for the Services to be provided. If Contractor is an employer or otherwise hires one or more employees during the term of the Projects, Contractor shall also provide proof of workers' compensation coverage for such employees which meet all requirements of state law.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the current billing period.

City shall review and pay the approved charges on such invoices in a timely manner (within 30 days). Services on the Projects shall begin as of May 14, 2020 and be completed by December 31, 2020 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Projects completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys’ fees and other related costs and expenses up to the limits of Contractor's Professional Liability Insurance. Contractor shall defend, at Contractor’s own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

CITY OF COACHELLA

Approved by:

William B. Pattison, City Manager

Approved as to form:

Carlos A. Campos, City Attorney

CONTRACTOR

Reviewed and Accepted by Contractor:

Signature Date

Name

Title