



**AMENDMENT NO. 1
TO CONSULTING SERVICES AGREEMENT
WITH
DE NOVO PLANNING GROUP
FOR
CITY GENERAL PLAN UPDATE**

This Amendment No. 1 is entered into this _____ day of May 2020, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **De Novo Planning Group**, a California Corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No 1.

RECITALS

WHEREAS, on May 9, 2016, the Parties entered into a Consulting Services Agreement for the preparation of the City's General Plan Update (the "Agreement") in an amount not to exceed \$1,200,000.00, and with a term period of May 9, 2016 to February 28, 2019; and

WHEREAS, the Parties now desire to amend the Agreement by retroactively extending the term period expiration date of February 28, 2019 for an additional 34 months to December 31, 2021, and to amend the Scope of Services and Compensation Schedule accordingly.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Subsection 1.1 (Term of Services) is deleted and replaced in its entirety with the following:
 - 1.1 **Term of Services**. "The term of this Agreement shall begin on **May 9, 2016** and shall end on **December 31, 2021**, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."
2. Exhibit A (Scope of Services) to the Agreement is deleted and replaced with Exhibit A-1 (Scope of Services), attached hereto and incorporated herein.
3. Exhibit B (Compensation Schedule) to the Agreement is deleted and replaced with Exhibit B-1 (Compensation Schedule), attached hereto and incorporated herein.

4. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

CITY OF MILPITAS

Approved By:

Steven G. McHarris, Interim City
Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Walter C. Rossmann, Risk
Manager/Director of Finance

Approved As To Content:

Ned Thomas, Planning Director

DE NOVO PLANNING GROUP

Signature

Name

Title

Date

DIR Registration Number (If
Applicable)

EXHIBIT A-1

SCOPE OF SERVICES

TASK 1

Consultant shall meet with staff to establish an initial three-month schedule of events and work product. The schedule shall be detailed by task and time and presented in CPM format. This initial three-month schedule shall be regularly updated such that within one week prior to the completion of the initial three-month work plan Consultant shall provide a detailed CPM schedule for the next three months for review by staff. This process shall continue through the time of this Agreement.

Completed (June 2016)

TASK 2

Consultant shall work with staff to prepare a report to the City Council recommending the constituents of a General Plan Advisory Group to provide advice and recommendations to the Consultants and staff regarding all aspects of the General Plan. Within this report, Consultant shall also prepare and provide a recommended schedule of meetings and topics for the Advisory Group. The Consultant shall also prepare and provide recommendations regarding other public meetings, such as with community groups, neighborhood associations, housing advocates, developers, outside agencies, and City Council and Planning Commission. Within this Task, Consultant shall also initiate design and implementation of a website and a community newsletter in coordination with City staff.

Completed (September 2016)

TASK 3

Consultant shall prepare an Existing Conditions Report that will serve as the baseline for programs and goals in the General Plan. The technical reports and analyses shall be coordinated with appropriate City staff, as determined by the Planning Director. At a minimum, the Existing Conditions Report shall provide information and data on the following areas:

- Land Use
- Population and Housing
- Economic Development
- Circulation
- Community Services and Facilities (including schools)
- Utilities
- Public Safety
- Parks and Recreation
- Noise
- Cultural Resources
- Conservation
- Hydrology

- Hazards and Hazardous Materials
- Biological Resources
- Air Quality
- Geology
- Mineral and other resources
- Aesthetics and Visual Resources

Completed (May 2017)

Task 4

Consultant shall prepare an Opportunities and Constraints Report based on public meetings, meetings with staff and other City representatives, and the Existing Conditions Report. The Report shall be structured with the topics to be included in the Final General Plan. The final topics and structure shall be those established with staff in Task 1. Within this Task, Consultant shall prepare a Land Use Alternatives report. The land use alternatives shall be evaluated with respect to each alternative's consistency with the vision expressed by the community and other specific factors and constraints as agreed to by staff. Within the Land Use Alternatives, consultant shall also prepare an Economic Analysis of the Land Use Alternatives evaluated and described within the Land Use Alternatives Report.

Completed (September 2018)

Task 5

Consultant shall prepare the new General Plan. The initial work product shall be an Administrative Draft for review and approval by staff. This Administrative Draft shall contain all elements and topics of the General Plan as agreed to in Task 1. Upon review and coordination with staff, Consultant shall prepare a screen-check Draft General Plan for presentation to the public at forums as agreed to by staff. Upon completion of a public review process, Consultant shall incorporate all comments and changes as directed by staff to prepare the Final General Plan document.

Ongoing

Task 6

Consultant shall prepare the Environmental Impact Report for the General Plan. Consultant shall prepare an Administrative Draft for review and approval by staff. Based on comments from staff, Consultant shall prepare a Draft Environmental Impact Report for public circulation. It shall be the responsibility of Consultant to assure circulation to reviewing agencies and other interested parties. Consultant shall assist staff in preparing and presenting the Report to the public through scoping sessions, Planning Commission hearings, and City Council hearings. Consultant shall prepare a Final Environmental Impact Report in conformance with the requirements of state law and assist staff in the completion of all administrative requirements associated with certification and recordation of the Final Report.

Ongoing

Task 7

Consultant shall coordinate with staff and the Milpitas Economic Development Commission directly, as the Steering Committee to prepare an Economic Development Strategic Plan based on the Fiscal Impact Report prepared as an integral portion of the General Plan. Consultant shall

1. Meet with the Commission at least five times during the development and completion of the Strategic Plan
2. Based on the Conditions and Trends report prepared as part of the Draft General Plan, conduct any additional research (e.g., interviews with stakeholders, business surveys, etc.), as directed by staff or the Commission
3. Prepare Draft Goals, Policies, Strategies Document
4. Revise Draft Strategic Plan, based on Commission, public, and staff comments and directions.
5. Prepare Final Strategic Plan Document

TBD. Start of this task is not yet authorized by City.

Additional Services

Upon written request by Consultant or staff work related to the project but not specifically anticipated in this Agreement, the Consultant may be requested to provide a specific request for funds and/or time. Staff will review such request and issue a written acceptance or denial.

Ongoing

EXHIBIT B-1

COMPENSATION SCHEDULE

Task 1	\$21,510
Task 2	\$126,910
Task 3	\$213,759
Task 4	\$128,690
Task 5	\$192,685
Task 6	\$201,090
Task 7	\$37,915
Administration	\$77,423
Additional Services/Contingency	\$200,018
Total Compensation	\$1,200,000

Funds may be shifted between Tasks upon written request by Consultant and written approval by staff, except no actions shall be taken that exceed the authorized funding of the entire project.