

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
CITY OF DESERT HOT SPRINGS  
AND  
MIG, Inc.**

This Professional Services Agreement ("Agreement") is made and entered into this 18<sup>th</sup> day of July, 2017, by and between the City of Desert Hot Springs, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the "City," and MIG Inc., an Environmental and Planning Consulting Firm, hereinafter referred to as "Consultant."

**RECITALS:**

**WHEREAS**, the City desires to utilize the services of Consultant, as an independent contractor, to perform the 2018 Comprehensive General Plan Update ("Services"); and

**WHEREAS**, Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1.            RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

**Section 2.            SCOPE OF SERVICES**

Consultant shall provide to the City those Services as set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference, at the time, place, and in the manner specified therein, in a manner satisfactory to the City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event

any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

**Section 3.                    COMPLETION DATE**

Consultant shall complete the services described in the Scope of Services during the term of this Agreement, which shall be effective as of July 18, 2017, and expire March 18, 2019.

**Section 4.                    COMPENSATION**

The City agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from the City, as and for compensation for the faithful performance of said services and duties, an amount not to exceed (\$320,000 + 10% contingency) \$352,000 in accordance with the Cost Proposal contained in the Scope of Services.

**Section 5.                    METHOD OF PAYMENT**

a.        Consultant shall submit invoices to the City, not more often than once a month, describing the work performed. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. The City shall pay Consultant no later than thirty (30) days after approval of the invoice by City staff provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement. Review and approval of invoice by City staff will occur within thirty (30) calendar days of receipt of invoice via email.

b.        The Consultant shall submit invoices under this Agreement to:

Charles Maynard, City Manager  
City of Desert Hot Springs  
65950 Pierson Boulevard  
Desert Hot Springs, CA 92240  
Telephone: 760.329.6411, ext. 101  
Facsimile: 760-288-3129  
Email: [cmaynard@cityofdhs.org](mailto:cmaynard@cityofdhs.org)  
CC: [jtanner@cityofdhs.org](mailto:jtanner@cityofdhs.org)

**Section 6.            EXTRA WORK**

At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform Extra Work without written authorization from the City.

**Section 7.            TERMINATION**

This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, provided that Consultant shall have satisfied all its obligations under this Agreement through and including the effective date of termination.

**Section 8.            OWNERSHIP OF DOCUMENTS**

All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at its expense, provide such reports, plans, studies, documents and other writings in pdf format to the City upon written request.

**Section 9.            CONFIDENTIALITY**

a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without prior written consent of the City, be used by Consultant for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Consultant shall not use the City's insignia or photographs relating to Consultant's Services, or any publicity pertaining to the Consultant's Services under this

Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

**Section 10.                   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 the City for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

b.       Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c.       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 Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall 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.

d.       Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, the City may, by written request of 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 at City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

**Section 11.                   INDEPENDENT CONTRACTOR'S STATUS: NOT AGENT OF THE CITY**

Consultant shall at all times during the term of this Agreement remain, as to the City, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor and further, hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors. Neither the City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the City or Consultant or by any third person to create the relationship of principal and agent and Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall have no authority, express

or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

**Section 12.                    REPRESENTATIONS    AND    ACKNOWLEDGMENTS  
REGARDING INDEPENDENT CONTRACTOR'S STATUS  
OF CONSULTANT**

a.        Consultant represents and acknowledges the following:

(1)        The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2)        Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3)        The services described in this Agreement can be performed without the use of City equipment, materials, tools or facilities.

(4)        Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5)        The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6)        Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b.        The City represents and acknowledges the following:

(1)        Consultant is not required to comply with daily instructions from City staff with respect to when, where or how Consultant must perform the services set forth in this Agreement.

(2)        Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(3)        The City will not hire, supervise or pay any assistants working for Consultant pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(5) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(6) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(7) Consultant is not required to perform the services set forth in the Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

(9) Consultant is not required to perform the Services at City-owned property.

**Section 13. CIVIL CODE SECTION 1542 WAIVER**

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System ("CalPERS") that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

  
\_\_\_\_\_  
Initials

**Section 14. CONFLICTS OF INTEREST**

a. Consultant (including principals, associates and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source or income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

b. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) Does not make or participate in:

- (i) the making or any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
- (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;
- (iii) authorizing the City to enter into, modify, or renew a contract;
- (iv) granting the City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
- (v) granting the City approval to a plan, design, report, study, or similar item; or
- (vi) adopting, or granting City approval of, policies, standards, or guidelines for the City or for any subdivision thereof.

(2) Does not serve in a staff capacity with the City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code under Government Code Section 87302.

c. In the event the City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the

City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk.

**Section 15.            PROFESSIONAL ABILITY OF CONSULTANT;  
WARRANTY; FAMILIARITY WITH WORK; PERMITS AND  
LICENSES**

a. Consultant represents that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

b. By executing this Agreement, Consultant warrants that:

- (1) it has thoroughly investigated and considered the work to be performed;
- (2) it has investigated the issues, regarding the scope of services to be provided;
- (3) it has carefully considered how the work should be performed; and
- (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

c. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City Manager or appropriate City representative.

d. Consultant represents that it and all of its subcontractors, if any, have obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

**Section 16.            COMPLIANCE WITH LAWS**

Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

**Section 17.            INDEMNIFICATION**

a. To the furthest extent allowed by law, Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and



volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that are caused by the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

**Section 18. INSURANCE REQUIREMENTS**

a. Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

b. If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement

c. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them. If Consultant maintains higher limits of liability than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits of liability maintained by Consultant.

d. Upon request of the City, Consultant shall immediately furnish the City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

e. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and the City prior to the commencement of any services by the subcontractor.

### **Section 19.          NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:          Charles Maynard, City Manager  
City of Desert Hot Springs  
65950 Pierson Boulevard  
Desert Hot Springs, CA 92240  
Telephone: 760.329.6411, ext. 101  
Facsimile: 760-288-3129  
Email: [cmaynard@cityofdhs.org](mailto:cmaynard@cityofdhs.org)  
CC: [jtanner@cityofdhs.org](mailto:jtanner@cityofdhs.org)

To Consultant:      Daniel Iacofano, President  
MIG, Inc  
537 South Raymond Drive  
Pasadena, CA 91105  
Telephone: 626-744-9872  
Email: [jiacofano@migcom.com](mailto:jiacofano@migcom.com)  
CC: [lstetson@migcom.com](mailto:lstetson@migcom.com)

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

**Section 20.            DEFAULT**

a.        Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b.        The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c.        Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d.        In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "material breach" shall be deemed to have occurred. In the event of a material breach, the injured party shall be entitled to seek any appropriate remedy or damages as otherwise set forth herein and by initiating legal proceedings.

**Section 21.            REMEDIES**

If Consultant materially breaches any of the terms of this Agreement, the City's remedies shall include, but shall not be limited to, the following:

a.        Immediately terminate the Agreement;

b.        Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

c.        Retain a different consultant to complete the work described in the Scope of Services that is not finished by Consultant.

**Section 22.            ENTIRE AGREEMENT**

a. This Agreement supersedes any and all other agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

**Section 23.                    MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both parties.

**Section 24.                    ASSIGNMENT AND SUBCONTRACTING**

a. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the written consent of the City.

b. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the City. If the City consents to such subcontract, Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

**Section 25.                    WAIVER**

a. No waiver shall be binding, unless executed in writing by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

**Section 26. SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

**Section 27. VENUE**

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

**Section 28. LITIGATION EXPENSES AND ATTORNEYS' FEES**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 29. EXECUTION IN COUNTERPARTS**

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 a 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.

**Section 30. PROHIBITED INTERESTS**

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other

consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**Section 31.            EQUAL OPPORTUNITY EMPLOYMENT**

Consultant represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Consultant shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

**Section 32.            TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

**Section 33.            PRINCIPAL REPRESENTATIVES**

a.     [INSERT NAME OF DESIGNATED PRINCIPAL REPRESENTATIVE] shall be Consultant's Principal Representative and the person responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement. Consultant's Principal Representative's experience, knowledge, capability and reputation were a substantial inducement for the City to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of Consultant's Principal Representative shall not be reassigned, without the express written consent of both parties.

b.     The [INSERT POSITION], [INSERT NAME OF CITY EMPLOYEE], shall be the Principal Representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

**Section 34.            NON-LIABILITY OF CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Consultant or to its successor, or for any breach of any obligation of the terms of this Agreement.

**Section 35. INTERPRETATION**

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

**Section 36. PROTECTION AND CORRECTION OF WORK**

a. Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages.

b. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the fault of Consultant.

**Section 37. CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 38. GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 39. CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**Section 40. NO THIRD PARTY BENEFICIARIES**

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

**Section 41. OTHER GOVERNMENTAL REGULATIONS**

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**Section 42.                    REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

a.     Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b.     The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

**Section 43.                    SUCCESSORS AND ASSIGNS**

The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties hereto.

**Section 44.                    SURVIVAL**

All obligations arising prior to any termination of this Agreement and all provisions of this Agreement allocating liability between the City and Consultant shall survive any such termination.

**Section 45.                    FINGERPRINTING**

Consultant hereby acknowledges that it is required to be livescanned (fingerprinted) by the City of Desert Hot Springs Police Department, at Consultant's expense, prior to execution of this Agreement. In the event Consultant does not do so prior to execution, Consultant agrees to do so immediately following execution hereof.

**Section 46.                    USE OF RECYCLED PRODUCTS**

Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

[INSERT NAME OF PROFESSIONAL]

*C L Maynard*

C L Maynard (Oct 19, 2017)

Charles Maynard, City Manager

*Carolyn M Verheyen*

~~Daniel Iacofano, President, MIG Inc.~~

*Carolyn Verheyen, Vice President / COO*

ATTEST:

*Jerryl Soriano*

Jerryl Soriano (Oct 19, 2017)

Jerryl Soriano, CMC, City Clerk

APPROVED AS TO FORM:

*Jennifer Mizrahi*

Jennifer Mizrahi (Oct 19, 2017)

Jennifer A. Mizrahi, City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## EXHIBIT "B"

### INSURANCE REQUIREMENTS- PROFESSIONAL SERVICES AGREEMENT

#### Insurance:

Throughout the life of this Contract, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage  
\$1,000,000 per occurrence for personal and advertising injury  
\$2,000,000 aggregate for products and completed operations  
\$4,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) BUILDERS RISK (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. **(Only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.)**

(vi) **CONTRACTORS POLLUTION LIABILITY (Unless waived in writing by the City Manager or his/her designee in his/her sole discretion, Contractors Pollution Liability is required for all environmental and water remediation work and for all work transporting fuel. Unless waived in writing by the City Manager or his/her designee in his/her sole discretion, Contractors Pollution Liability insurance is also required for demolition, renovation, HVAC, plumbing or electrical (including, without limitation, lighting) work on any structure built prior to the year 1990) with limits of liability of not less than the following:**

\$1,000,000 per occurrence or claim

\$2,000,000 general aggregate per annual policy period

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Should this Contract involves any lead based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Contractors Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to the Contract.

In the event this Contract involves any lead-based environmental hazard (e.g., lead based paint), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for lead based environmental hazards. In the event this Contract involves any asbestos environmental hazard (e.g., asbestos remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event this Contract involves any mold environmental hazard (e.g., mold remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and "microbial matter including mold" within the definition of "Pollution" under the policy.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee in his/her sole discretion. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the City Manager or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall

furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The Contractors Pollution Liability insurance policy shall be written on either an occurrence form, or a claims-made form. The General Liability (including ongoing operations and completed operations), Automobile Liability and Contractors Pollution Liability insurance policies shall name City, its officers, officials, employees and agents as an additional insured. All such policies of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City, its officers, officials, employees and agents. The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the City as a loss payee. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees and agents. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees and agents. If Contractor maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Contractor.

**Claims-Made Policies** - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Contract or the commencement of work by Contractor.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Contract, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, or work commencement date, Contractor must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Contract, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to City for review.
- (v) These requirements shall survive expiration or termination of the Contract.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee in his/her sole discretion prior to City's execution of the Contract and before work commences.** Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be

a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Contract.

If at any time during the life of the Contract or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Contract. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Contract.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Contract. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Contract and the final acceptance by the City of the work or materials to be performed or supplied thereunder, the Contractor shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse the Contractor or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

If Contractor should subcontract all or any portion of the services to be performed under this Contract, Contractor shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.



Policy Number: 6801H899998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and



## COMMERCIAL GENERAL LIABILITY

collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with

such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> Moore Iacofano Goltsman, Inc.</p> <p><b>Endorsement Effective Date:</b> 08/31/2017</p>
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### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b>          Re: project #13822, Desert Hot Springs General Plan - NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: City, its officers, officials, employees and agents</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Moore Iacofano Goltsman, Inc.

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) --**

POLICY NUMBER: UB3J040141

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization:**

City of Desert Hot Springs  
65950 Pierson Boulevard  
Desert Hot Springs, CA 92240

**Job Description:**

Re: project #13822, Desert Hot Springs General Plan - PERSON OR ORGANIZATION, CONT.: City, its officers, officials, employees and agents

DATE OF ISSUE: 04/01/2017

# Scope of Work

## Desert Hot Springs General Plan Update and EIR

We have prepared a scope of work based upon the outline and budget for updating the Desert Hot Springs General Plan and Environmental Impact Report (EIR); direction from staff; and our extensive general plan, housing element, and CEQA experience. With regard to the extent of City staff involvement or staff assistance that will be required for this project, this scope of works assumes that City staff will be responsible for providing MIG with needed City data, reviewing draft documents, providing logistical assistance with meeting rooms and workshop locations, noticing any public meetings, and paying all required fees and charges. We will prepare all components of the General Plan Update, Housing Element, and CEQA analysis.

### TASK 1: PROJECT KICK-OFF AND EXISTING CONDITIONS ANALYSIS

#### Task 1.1: Background Document Review, Project Kick-Off Meeting and City Tour

The MIG Team will meet with City staff to kick off the project, gather data and information, finalize protocols and communications, discuss the process, and outline overall expectations and desired project outcomes. This will include reviewing scope of work, preparing a detailed project schedule, and reviewing the management structure that will ensure the program is completed on time and on budget.

Following the formal part of the meeting, City staff will lead the MIG Team on a driving tour of Desert Hot Springs to highlight individual neighborhoods and community areas, key issue and opportunity sites, and areas where land use change may be considered. City staff will be responsible for arranging for a van for the tour and for developing the tour route. The focus of the tour will be to view and understand the neighborhoods, districts, open spaces, circulation network and opportunity areas. MIG will photo-document the tour for use in subsequent presentations and work products.

#### *Deliverables:*

- Data Needs List (PDF)
- Kick-off Meeting Agenda (PDF)
- Map for City Tour

#### Task 1.2: Review of Existing Documentation

MIG will review the currently adopted General Plan and the recently prepared draft General Plan to gain a better understanding of the documents in their current conditions. MIG will also review related plans, studies, maps, and documents that have been adopted after the preparation of the latest draft General Plan.

### TASK 2: UPDATE GENERAL PLAN

#### Task 2.1: Address New State Laws

MIG will review the draft General Plan document and evaluate it against recently adopted State laws, particularly those laws that were enacted after the draft General Plan was prepared in 2012. We will prepare a matrix that identifies State laws, where the draft General Plan is deficient, and how it going to be modified to

meet State law. We will update the General Plan text and include maps and figures to ensure the document meets State law. Examples of State laws we will address include:

- Disadvantaged unincorporated communities (SB 244); The Riverside Local Agency Formation Commission has identified three Disadvantaged Unincorporated Communities in Desert Hot Springs
- Sustainable Communities/Greenhouse Gases Reduction (SB 375/AB 32)
- Complete Streets (AB 1358)
- Safety Element - Fire Hazard Impacts (SB 1241)

*Deliverables:*

- State Law Matrix (PDF)

**Task 2.2: Incorporate Complete Streets Policies/Discussion/Map**

MIG will prepare new goals, policies, programs, documentation, maps, and graphics illustrating Complete Street concepts. We will produce full-color maps showing planned pedestrian facilities, bicycle facilities, streets and roadways for automobiles, transit network, and multi-modal networks. We will update General Plan goals, policies, and programs to be consistent with Complete Streets, multimodal transportation, and access for the mobility impaired. The Complete Streets component will be put in a memorandum for City review.

*Deliverables:*

- Complete Streets memo (PDF)

**Task 2.3: Update Economic Development Element**

Building on previous work, MIG will completely revise and update the Economic Development Element. MIG will integrate new economic development goals and policies, and completely revise the existing content section to reflect current economic and business trends, and integrate the existing Economic Development Strategic Plan.

*Deliverables:*

- Draft Economic Development Element

**Task 2.4: Add Arts Overlay District**

MIG will update the Land Use Policy Map and Land Use Element to incorporate features and policies related to a new Arts Overlay District.

**Task 2.5: Land Use Map Adjustments/Revised Build-out Table**

MIG will build on the land use planning efforts that took place in 2012, which include integrating the proposed land use designations, specific plans, and overlay areas (Mixed-Use Overlay, Geothermal-Aquifer Area Overlay, and Conservation Area Overlay). Working with City staff, MIG will identify and analyze areas where land uses changes may occur and prepare a parcel-specific Draft Land Use Plan map. MIG will prepare a new build out table that identifies the acres for each land use designation, as well as identify existing and proposed housing units, population, non-residential square footage, and employees; this information will subsequently be analyzed in the environmental impact report.

*Deliverables:*

- Draft Land Use Plan map and associated Build-out Table

**Task 2.6: Text Clean Up/New Maps/Minor Formatting Adjustments**

MIG will update the draft General Plan document to address current challenges and streamline the document by revising the text and making it easier to read by integrating new graphics, maps, and photographs. We will review all goals, policies, and programs and make any refinements as needed, as well as make formatting changes to improve readability. If needed, MIG will prepare new maps and graphics to help illustrate complicated concepts.

**TASK 3: UPDATE DRAFT HOUSING ELEMENT**

The Housing Element has not been prepared within the statutory deadline of 2014. Thus, we will need to work closely with City staff and the Department of Housing and Community Development (HCD) to determine the full scope of required compliance as it relates to the Regional Housing Needs Assessment (RHNA) and any roll-over requirements due to rezoning that may have been promised in the 2008-2014 Housing Element.

**Task 3.1 - Draft Housing Element and SB 244 Amendments**

Consistent with State Housing Element law, the document must include a housing needs assessment, an analysis of constraints to housing production, identification of resources to meet housing needs and available sites for housing development, an assessment of previous accomplishments, and an implementation plan. We anticipate using the 2008-2014 Housing Element as the base and updating the document directly in track changes format.

**3.1.1 - Introduction and Population and Housing Profile**

We will complete a housing assessment and needs analysis to comply with Government Code Section 65583, covering specific demographic, economic, and housing topics as required by State law. We anticipate updating the Housing Needs Assessment with housing and population data based on the 2010 U.S. Census, latest three- and five-year estimates from the American Community Survey, and other up-to-date City data available related to existing housing units and recent development projects. The project team will use publicly available data to assess housing costs, affordability, characteristics, and market conditions, including overcrowding and overpayment, and evaluate housing needs within the City, including housing needs for special population groups. MIG will address any applicable new State laws, including SB 812 (2010), which requires an analysis of developmentally disabled persons' housing needs, in this section. The consultant team will also assess existing assisted housing developments that are eligible to change designation from low-income housing to market-rate housing over the next 10 years, consistent with State law.

**3.1.2 - Constraints on Housing Development and Maintenance**

The Housing Constraints analysis identifies potential and actual governmental and nongovernmental (e.g. physical or financial) constraints to housing production, including any constraints on people with disabilities. We will update this section as necessary with up-to-date development processes and fees, as well as changes in market constraints due to the economic changes since the last Housing Element was written. We will assess the potential for residential development consistent with adopted land use and zoning policy, as well as opportunities for energy conservation. Where constraints exist, we will suggest housing programs to mitigate or remove these constraints.

### **3.1.3 - Housing Resources and Sites Analysis**

The 2014-2021 Regional Housing Needs Assessment (RHNA) for Desert Hot Springs is 4,196 units, including 946 very low-income, 661 low-income, 772 moderate-income, and 1,817 market-rate units. In addition to this assessment, a portion of the previous (2006-2014) RHNA may apply (this may need to be determined) since zoning to implement the General Plan land use policy was not adopted within the planning period. Pursuant to AB 1233 and HCD guidance, the City may need to find additional sites for the unaccommodated lower-income RHNA. We will work with the City to identify any additional credits that can be applied based on affordable units constructed, as well as any other rezoning that occurred. With this information we will identify the current remaining unaccommodated need, and will address that need in the 2014-2021 Housing Element Sites Analysis.

The Resources and Sites analysis will focus on site suitability for housing, drawing from sites identified in the 2008-2014 Housing Element. We anticipate that many of these sites will continue to be available for this Housing Element. Where new sites are necessary due to project development or changes in circumstance, we will assess the areas in the City identified as most likely to redevelop at density levels that can facilitate affordable housing and prepare appropriate GIS maps. The analysis will also evaluate and include funding resources, administrative resources, and opportunities for energy conservation.

### **3.1.4 - Evaluation of the 2008-2014 Housing Element**

The Housing Element is required by State law to include a report on the progress the City has made in implementing the current Housing Element. Consistent with State law, we will assess the continued appropriateness of the programs and policies in contributing to the attainment of the stated housing goals. The project team will specifically assess all housing programs to determine whether existing programs were successfully implemented and to inform future policy recommendations. The results of the 2008-2014 evaluation will be quantified where possible, but may be qualitative where necessary.

### **3.1.5 - Housing Goals, Policies, and Quantified Objectives**

Based on the analysis completed in the above items and building on the existing housing element, MIG will craft a Housing Plan with goals, policies, and implementation programs relative to the maintenance, preservation, improvement, and development of housing to cover this new planning period. Quantified objectives will also be established to address housing need for all income groups, including extremely low-income households.

### **3.1.6 - Administrative Draft Housing Element**

The Administrative Draft Housing Element will be submitted to the City electronically for staff review. The City will be responsible for collecting all staff comments and creating a single "comment document" from which MIG will revise the Administrative Draft Housing Element and complete the Draft Housing Element for Public Review. This scope and budget assume one round of comments and revisions.

#### ***Deliverables:***

- Administrative Draft Housing Element (Word format)
- Draft Housing Element for Public Review (Word format)



## **Task 3.2 Housing Element Community Engagement**

### **3.2.1 - Draft Housing Element Workshop/Study Session**

State Housing Element law requires that meaningful public outreach be included as part of the update process. Based on our prior housing element work experience, we believe that the public responds best when participants can react to concrete proposals. We have found that a successful way to solicit input on housing issues is to include the Housing Element as an informational item at a regularly scheduled meeting. Accordingly, we recommend that the Planning Commission and/or City Council conduct a workshop/study session once the Draft Housing Element is complete.

As part of the work scope refinement process, we can discuss with staff the most effective approach, including opportunities to ensure the involvement of key stakeholder groups, non-profits, and the community. MIG will prepare an invitation template to distribute to stakeholders and relevant commissions. We will work with City staff to identify appropriate recipients of invitations and distribute a public notice regarding the study session. This scope of work assumes the workshop/study session will occur as one meeting with either the Planning Commission or City Council. (Alternatively, this could also be held as a joint study session with both bodies, if that is a possibility.) For the meeting, we will provide an overview of the Draft Housing Element, including State requirements, constraints, and programs designed to meet the RHNA, and proposed housing goals and policies. The public and Commissioners/Councilmembers will be asked to review and provide feedback on the information provided.

MIG will prepare the PowerPoint presentation for the workshop(s). MIG will submit the documents electronically to City staff for review, reproduction, and/or distribution. MIG will present the information at the meeting. MIG will also prepare the related staff report. As necessary based on input from community leaders and residents, MIG will revise the draft of the Housing Element to address comments and recommendations.

#### ***Deliverables:***

- Workshop/Study Session Attendance and Presentation (MS PowerPoint format)
- Workshop/Study Session Staff Report (MS PowerPoint format)

## **Task 3.3 - Liaison to the Department of Housing and Community Development (HCD)**

### **3.3.1 - HCD Liaison and Certification**

This task involves coordination with HCD to review the City's Draft Housing Element for consistency with State housing element law. Our scope assumes one round of HCD review for the draft Housing Element and one round of HCD review on the adopted Housing Element, consistent with our recent previous experience. HCD is allowed 60 days to review a draft Housing Element and 90 days to review an adopted Housing Element. We anticipate that HCD staff may take the full 60 days allowed to complete its review. During HCD's review—and during the course of element preparation—we will keep in contact with HCD staff to facilitate review and anticipate/respond to any specific concerns HCD may have. As necessary, we will provide HCD with any requested supplemental data or information on proposed programs, policies and strategies to meet the RHNA.

As we cannot fully anticipate the depth and scope of comments HCD will offer nor the time required to effectively negotiate a position acceptable to the City, we have provided an allowance for this task in the program budget. If additional effort is required beyond this allowance, we will bill for additional work on a reimbursable basis with prior written authorization from the City. Our scope includes pre-submittal consultation with HCD staff, as deemed necessary, submittal of the Housing Element, completion of the streamline review checklists (if the City is able to qualify), conference calls with HCD staff and City staff to discuss comments, and preparation of written responses to HCD comments as needed. Following HCD review and determination that the Draft Housing Element complies with State Housing Element law, we will prepare a version for review by the public and decision makers.

Subsequent to City Council adoption, MIG will consult with HCD staff regarding any changes to text required by Planning Commission or City Council and will submit a final, adopted 2014-2021 Housing Element to HCD for State certification of compliance with State Housing Element laws.

*Deliverables:*

- HCD Draft Housing Element (two digital copies and two hard copies for HCD submittal)

**TASK 4: UPDATE GENERAL PLAN**

**Task 4.1: Prepare Administrative General Plan**

The MIG Team will update the 2012 draft General Plan Update based on the technical analysis, input received during earlier phases, and State legal requirements. The draft General Plan, throughout each element, will reflect expressed community values and economic needs, such as preservation of rural desert character, economic opportunities, public safety, spa-related and hospitality uses, holistic lifestyle, and other priorities. We will incorporate sustainability and healthy community concepts into each of the individual elements, consistent with best practices. The General Plan will include the following elements:

- Introduction
- Land Use and Community Design
- Circulation
- Economic Development
- Housing
- Community Resources
- Community Safety

*Deliverables:*

- Administrative Draft General Plan (Word and PDF)

**Task 4.2: Prepare Public Review Draft General Plan**

City staff will provide MIG with one set of consolidated City comments on the administrative draft General Plan. Following receipt of the City's comments, we will incorporate the comments and prepare a Public Review Draft General Plan Update for the environmental review process and Planning Commission and City Council public hearings.

**Deliverables:**

- Public Review Draft General Plan (Word and PDF)

**Task 4.3: Public Workshop (Reveal Public Draft General Plan)**

We plan for only one large General Plan-focused community workshop, scheduled to occur once the planning team has prepared a Public Draft General Plan. At the workshop, the MIG Team will present the key features and programs of the General Plan Update. MIG will design the workshop to include activities to capture feedback and comments. Two MIG project team members will staff the workshops, anticipated to be no more than three hours in length. MIG will produce agenda and handout materials. City staff will be responsible for securing workshop locations, printing and mailing announcements and providing food. Following the workshop, we will provide a graphic summary.

**Deliverables:**

- One Workshop
- Exhibits and visual aids for the workshop
- Workshop summary (PDF)

**TASK 5: GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT**

MIG will prepare a Program EIR that addresses both the General Plan update and any contemplated changes to the Zoning Code required to implement the General Plan. The EIR will be prepared as required by Section 15063(b) of the State California Environmental Quality Act (CEQA) Guidelines. We believe an EIR is necessary to evaluate the environmental effects of the updated elements because of the scope of changes contemplated for the General Plan.

**Task 5.1: Project Description, Initial Study, and Notice of Preparation**

The Project Description will consist of a summary of the main features of the proposed General Plan update, focusing on key land use policy changes and the major goals and objectives defined for the updated plan. Exhibits will include a regional and vicinity map, the proposed Land Use Plan, the proposed Circulation Plan, and photographic survey of key points in the planning area.

MIG will prepare an Initial Study in accordance with Appendix G of the State CEQA Guidelines. The Initial Study will be used to screen out environmental issues that would not be potentially significant and to identify those issues that will be analyzed at length in the EIR. Based upon our preliminary review of the project, we anticipate that the *Agriculture and Forestry Resources* topic may be screened from further analysis in the EIR. MIG will respond to one round of comments by the City before finalizing the Initial Study.

A Notice of Preparation of a Draft Environmental Impact Report (NOP) will be prepared and circulated to the State Clearinghouse, Responsible Agencies, Trustee Agencies, other interested and affected state, county and local government agencies, local Native American tribal representatives, and other groups and individuals that may have interest in the Program EIR. MIG will work with City staff to develop a distribution list for the NOP and subsequent notices and documents concerning milestones in the EIR process. The NOP will consist of a one-page form letter with a brief description of the scope of the project, the name and address of a City staff contact to submit comments to, and a map of the planning area. Notices sent to agencies will include an

electronic version of the Initial Study. Notices sent to other parties will include a link to a downloadable version of the Initial Study. All notices will be sent certified mail. MIG will produce, mail, and track all notices.

A public scoping meeting is not required for this EIR pursuant to Section 15082(c)(1) of the CEQA Guidelines due distance from Caltrans-maintained facilities. However, we recommend conducting a scoping meeting to provide full opportunity for people and agencies to be aware of the project and provide early comments. MIG will host one public meeting to solicit public comments concerning environmental impact topics of concern and suggested approaches to avoid or reduce impacts of the updated Elements. This proposal assumes that City staff will be responsible for arranging the date, time, and place of the scoping meeting. MIG will lead the scoping meeting by giving an overview of the EIR purpose and process and giving directions on the kinds of comments that are appropriate for this meeting. MIG will take summary meeting minutes, noting the environmental concerns raised during the meeting. The scoping meeting will be announced in the NOP.

**Deliverables:**

- Notice of Preparation - 50 (printed copies)
- Notice of Preparation - 1 (PDF)
- Draft Initial Study - 3 (printed copies and Word version for staff review)
- Initial Study for public review - 25 (PDF on CDs)
- Scoping Meeting Presentation Materials (including sign-in sheet, PowerPoint presentation, and display exhibits)

**Task 5.2: Technical Studies and Memorandum**

MIG will prepare the following technical studies that will be used for Task 5.3 (Update Administrative Draft EIR). These studies will be inserted into the EIR appendices.

**Task 5.2.1: Air Quality and Climate Change.** MIG will model and analyze air quality and climate change impacts for the project. We will characterize the existing air quality environment, applicable regulatory framework, and assess long-term air quality impacts in accordance the South Coast Air Quality Management District (SCAQMD) *CEQA Air Quality Handbook*. We will analyze greenhouse gas emissions and climate change in accordance with guidance provided by the California Air Pollution Control Officers Association (CAPCOA) and SCAQMD interim guidance. Climate change protocols are constantly evolving in light of AB32 (as now extended in 2016 via SB32), and MIG will analyze climate change impacts in accordance with the latest guidance.

**Task 5.2.2: General Biological Resources.** MIG's in-house biologists will conduct a literature search to identify sensitive plant and animal species and habitats within the planning area. We have also budgeted for a one-day field visit as needed to verify broad-based literature findings. Sensitive areas will be mapped (per maps contained in the draft General Plan). Mitigation, as needed, will be provided at a programmatic level.

**Task 5.2.3: Cultural Resources.** Pursuant to CEQA Guidelines section 15064.5, the EIR will evaluate the potential effects of the General Plan on any identified or potential cultural or historical resources in the planning area. Given the past and current presence of Native American peoples in the region, we will conduct necessary records searches through appropriate repository institutions. CEQA-based mitigation protocols will be identified and can be incorporated directly into General Plan policy.

**Task 5.2.4: Noise Study.** MIG will undertake modeling and analysis of the existing and future noise levels in the community. Completed work products will provide essential information for incorporation analyzing the potential impacts of changes in land use and circulation in EIR. Noise measurements at up to 10 locations will be obtained to calibrate the traffic noise model and to establish representative examples of fixed and transportation-related sources. Using traffic data provided by the traffic consultant, an analysis of the existing and future traffic noise levels adjacent to the arterials and highways within the planning area. Noise contours will be developed each segment of arterial and highway included in the traffic study relative to the roadway centerline. The contours will be developed using either the community noise equivalent level (CNEL) or the day-night sound level (Ldn) metric, as preferred by the City. The report will also identify areas where significant noise impacts could occur and suggest programmatic measures to avoid such impacts through implementation of standard planning and environmental review procedures.

**Task 5.2.5: Traffic Study.**

***Determine Scope of Traffic Analysis with Governmental Agency***

- Calculate traffic analysis zone traffic generation rates for up to twenty-four (24) traffic analysis zones (per the RIVTAM model). Traffic generation will be calculated for the current, proposed, and alternative General Plan land use plans.
- Calculate traffic analysis zone traffic distributions for up to twenty-four (24) traffic analysis zones (per the RIVTAM model).

The following study area intersections are proposed for analysis:

SR-62 (NS) at:

- Indian Avenue (EW)
- Pierson Boulevard (EW)
- Dillon Road (EW)

Indian Avenue (NS) at:

- Mission Lakes Boulevard (EW)
- Pierson Boulevard (EW)
- Two Bunch Palms Trail (EW)
- Dillon Road (EW)
- 20th Avenue (EW)

Little Morongo Road (NS) at:

- Mission Lakes Boulevard (EW)
- Pierson Boulevard (EW)
- Two Bunch Palms Trail (EW)
- Dillon Road (EW)
- 20th Avenue (EW)

Palm Drive (NS) at:

- Mission Lakes Boulevard (EW)

Pierson Boulevard (EW)  
Hacienda Avenue (EW)  
Two Bunch Palms Trail (EW)  
Dillon Road (EW)  
20th Avenue (EW)  
Varner Road (EW)

Mountain View Road (NS) at:  
Hacienda Avenue (EW)  
Dillon Road (EW)  
Varner Road (EW)

Long Canyon Road (NS) at:  
Dillon Road (EW)

The following study area roadway segments are proposed for analysis:

Worsley Road between Indian Avenue and Mission Lakes Boulevard  
Worsley Road between Mission Lakes Boulevard and Pierson Boulevard  
Worsley Road between Pierson Boulevard and Hacienda Boulevard  
Worsley Road between Hacienda Boulevard and Two Bunch Palms Trail  
Worsley Road between Two Bunch Palms Trail and Dillon Road  
Worsley Road between Dillon Road and 20th Avenue  
Diablo Road between Hacienda Avenue and Two Bunch Palms Trail  
Diablo Road between Two Bunch Palms Trail and Dillon Road  
Karen Avenue between Indian Avenue and Mission Lakes Boulevard  
Karen Avenue between Mission Lakes Boulevard and Pierson Boulevard  
Karen Avenue between Pierson Boulevard and Hacienda Avenue  
Karen Avenue between Hacienda Avenue and Two Bunch Palms Trail  
Karen Avenue between Two Bunch Palms Trail and Dillon Road  
Indian Avenue between SR-62 and Worsley Road  
Indian Avenue between Worsley Road and Karen Avenue  
Indian Avenue between Karen Avenue and Mission Lakes Boulevard  
Indian Avenue between Mission Lakes Boulevard and Pierson Boulevard  
Indian Avenue between Pierson Boulevard and Hacienda Avenue  
Indian Avenue between Hacienda Avenue and Two Bunch Palms Trail  
Indian Avenue between Two Bunch Palms Trail and Dillon Road  
Indian Avenue between Dillon Road and 20th Avenue  
Indian Avenue between 20th Avenue and I-10 Freeway  
Little Morongo Road north of Mission Lakes Boulevard  
Little Morongo Road between Mission Lakes Boulevard and Pierson Boulevard  
Little Morongo Road between Pierson Boulevard and Hacienda Avenue  
Little Morongo Road between Hacienda Avenue and Two Bunch Palms Trail  
Little Morongo Road between Two Bunch Palms Trail and Dillon Road  
Little Morongo Road between Dillon Road and 20th Avenue

Palm Drive north of Mission Lakes Boulevard  
Palm Drive between Mission Lakes Boulevard and Pierson Boulevard  
Palm Drive between Pierson Boulevard and Hacienda Avenue  
Palm Drive between Hacienda Avenue and Two Bunch Palms Trail  
Palm Drive between Two Bunch Palms Trail and Dillon Road  
Palm Drive between Dillon Road and 20th Avenue  
Palm Drive between 20th Avenue and Varner Road  
Palm Drive between Varner Road and I-10 Freeway  
Mountain View Road between Hacienda Avenue and Dillon Road  
Mountain View Road between Dillon Road and 20th Avenue  
Mountain View Road between 20th Avenue and Varner Road  
Long Canyon Road north of Dillon Road  
Mission Lakes Boulevard between SR-62 and Worsley Road  
Mission Lakes Boulevard between Worsley Road and Karen Road  
Mission Lakes Boulevard between Karen Road and Indian Avenue  
Mission Lakes Boulevard between Indian Avenue and Little Morongo Road  
Mission Lakes Boulevard between Little Morongo Road and Cholla Drive  
Mission Lakes Boulevard between Cholla Drive and Palm Drive  
Pierson Boulevard between SR-62 and Worsley Road  
Pierson Boulevard between Worsley Road and Diablo Road  
Pierson Boulevard between Diablo Road and Karen Avenue  
Pierson Boulevard between Karen Avenue and Indian Avenue  
Pierson Boulevard between Indian Avenue and Little Morongo Road  
Pierson Boulevard between Little Morongo Road and Cholla Drive  
Pierson Boulevard between Cholla Drive and Palm Drive  
Pierson Boulevard east of Palm Drive  
Hacienda Avenue between Diablo Road and Karen Avenue  
Hacienda Avenue between Karen Avenue and Indian Avenue  
Hacienda Avenue between Indian Avenue and Little Morongo Road  
Hacienda Avenue between Little Morongo Road and Cholla Drive  
Hacienda Avenue between Cholla Drive and Palm Drive  
Hacienda Avenue between Palm Drive and Mountain View Road  
Hacienda Avenue east of Mountain View Road  
Two Bunch Palms Trail between SR-62 and Worsley Road  
Two Bunch Palms Trail between Worsley Road and Diablo Road  
Two Bunch Palms Trail between Diablo Road and Karen Avenue  
Two Bunch Palms Trail between Karen Avenue and Indian Avenue  
Two Bunch Palms Trail between Indian Avenue and Little Morongo Road  
Two Bunch Palms Trail between Little Morongo Road and Cholla Drive  
Two Bunch Palms Trail between Cholla Drive and Palm Drive  
Two Bunch Palms Trail east of Palm Drive  
Dillon Road between SR-62 and Worsley Road  
Dillon Road between Worsley Road and Diablo Road  
Dillon Road between Diablo Road and Karen Avenue

Dillon Road between Karen Avenue and Indian Avenue  
 Dillon Road between Indian Avenue and Little Morongo Road  
 Dillon Road between Little Morongo Road and Palm Drive  
 Dillon Road between Palm Drive and Mountain View Road  
 Dillon Avenue between Mountain View Road and Long Canyon Road  
 Dillon Road east of Long Canyon Road  
 20th Avenue between Worsley Road and Diablo Road  
 20th Avenue between Diablo Road and Karen Avenue  
 20th Avenue between Karen Avenue and Indian Avenue  
 20th Avenue between Indian Avenue and Little Morongo Road  
 20th Avenue between Little Morongo Road and Palm Drive  
 20th Avenue between Palm Drive and Mountain View Road  
 Varner Road between Mihaylo Road and Palm Drive  
 Varner Road between Palm Drive and Mountain View Road  
 Varner Road east of Mountain View Road

- Obtain the latest General Plan land use plan data for the current, proposed, and alternative General Plan land use plans.
- Obtain the latest roadway network data from the City of Desert Hot Springs and the RIVTAM model.
- Obtain the latest transportation planning program data from local agencies (i.e. CMP, CVAG, etc.).
- Submit the proposed assumptions and methodology to be used in the traffic analysis to the governmental agency staff for review and concurrence.
- Prepare a proposed scoping agreement/memorandum of understanding for the traffic analysis, including assumptions and methodology, for governmental agency approval.
- Interact with governmental agency staff and finalize traffic analysis scoping agreement/memorandum of understanding as needed and determine long range circulation network needs.

***Inventory Existing Roadway Conditions and Collect Existing Traffic Volume Data***

- Procure historical peak hour intersection turning movement counts at up to twenty-five (25) study area intersections and factor the counts to existing conditions based on the calculated ambient growth rate.
- Procure historical two-way tube counts for up to fifty (50) study area roadway links and factor the counts to existing conditions based on the calculated ambient growth rate.
- Conduct a field inventory of (1) intersection traffic control devices, (2) intersection approach lanes, and (3) roadway link through travel lanes for study area.

***Document Existing Traffic Conditions***



- Document existing peak hour traffic conditions based on peak hour intersections counts.
- Document existing average daily traffic conditions based on two-way 24 hour tube counts.
- Document existing vehicle miles of travel based on existing average daily traffic volumes.

***Determine Current General Plan Buildout Traffic Conditions***

- Determine current General Plan Buildout peak hour traffic conditions based on existing peak hour traffic volumes, RIVTAM base year average daily traffic volumes, calculate peak hour trip generation from the current General Plan land use plan, and calculated traffic distributions from the RIVTAM model.
- Determine current General Plan Buildout average daily traffic conditions based on existing average daily traffic volumes, RIVTAM base year average daily traffic volumes, calculate daily trip generation from the current General Plan land use plan, and calculated traffic distributions from the RIVTAM model.
- Determine current General Plan Buildout vehicle miles of travel based on the calculated average daily traffic volumes projected using the existing average daily traffic volumes, RIVTAM base year average daily traffic volumes, calculate daily trip generation from the current General Plan land use plan, and calculated traffic distributions from the RIVTAM model.
- Determine the impacts on the roadway network with the current General Plan Buildout land use plan and densities.
- The effects of transit related trips will be calculated based on current transit service in the area. The existing transit service is accounted for in the existing traffic counts.

***Determine Proposed General Plan Buildout Traffic Conditions***

- Determine proposed General Plan Buildout peak hour traffic conditions based on existing peak hour traffic volumes, RIVTAM base year average daily traffic volumes, calculate peak hour trip generation from the proposed General Plan land use plan, and calculated traffic distributions from the RIVTAM model.
- Determine proposed General Plan Buildout average daily traffic conditions based on existing average daily traffic volumes, RIVTAM base year average daily traffic volumes, calculate daily trip generation from the proposed General Plan land use plan, and calculated traffic distributions from the RIVTAM model.
- Determine proposed General Plan Buildout vehicle miles of travel based on the calculated average daily traffic volumes projected using the existing average daily traffic volumes, RIVTAM base year average daily traffic volumes, calculate daily trip generation from the proposed General Plan land use plan, and calculated traffic distributions from the RIVTAM model.

- Determine the impacts on the roadway network with the proposed General Plan

#### ***Determine Alternate Proposed General Plan Buildout Traffic Conditions***

- Determine alternative General Plan Buildout peak hour traffic conditions based on existing peak hour traffic volumes, RIVTAM base year average daily traffic volumes, calculate peak hour trip generation from the alternative General Plan land use plan, and calculated traffic distributions from the RIVTAM model.
- Determine alternative General Plan Buildout average daily traffic conditions based on existing average daily traffic volumes, RIVTAM base year average daily traffic volumes, calculate daily trip generation from the alternative General Plan land use plan, and calculated traffic distributions from the RIVTAM model.
- Determine alternative General Plan Buildout vehicle miles of travel based on the calculated average daily traffic volumes projected using the existing average daily traffic volumes, RIVTAM base year average daily traffic volumes, calculate daily trip generation from the alternative General Plan land use plan, and calculated traffic distributions from the RIVTAM model.
- Determine the impacts on the roadway network with the alternative General Plan Buildout land use plan and densities.
- The effects of transit related trips will be calculated based on alternative transit service in the area. The existing transit service is accounted for in the existing traffic counts

#### ***Prepare Goals, Objectives, and Policies***

- Prepare goals, policies, and programs that form the basis for providing a circulation system that adequately serves the development intensity anticipated in the land use element.

#### ***Mitigation Measures and Prepare Traffic Analysis***

- Mitigate the study area intersection deficiencies.
- Mitigate the study area roadway link deficiencies.
- Analyze existing intersection performance based on the Highway Capacity Manual delay methodologies.
- Analyze existing roadway link performance based on volume to capacity ratios.
- Analyze General Plan Buildout traffic volumes to determine intersection operation performance for the current, proposed, and alternative General Plan land use plans.

- Analyze General Plan Buildout traffic volumes to determine roadway link performance for the current, proposed, and alternative General Plan land use plans.
- Determine traffic improvements needed to serve the projected future traffic for the current, proposed, and alternative General Plan land use plans.
- Prepare a draft traffic analysis report that incorporates findings and all supporting calculations and assumptions.

**Deliverables:**

- Air Quality and Climate Change (PDF copy)
- General Biological Resources (PDF copy)
- Cultural Resources (PDF copy)
- Noise Study (PDF copy)
- Traffic Study (PDF copy)

**Task 5.3: Update Administrative Draft EIR (Two rounds of review)**

A comprehensive Program EIR will be prepared containing all information required by Sections 15124 through 15129 of the CEQA Guidelines. A table of contents is presented below.

- Introduction
- Executive Summary
- Project Description
- Environmental Setting, Impacts, and Mitigation Measures
- Significant Irreversible Environmental Changes
- Growth Inducing Impacts
- Cumulative Impacts
- Alternatives
- Organizations and Persons Consulted
- Appendices

For each of the impact topics, our approach will be to characterize the existing physical conditions and pertinent regulatory framework, then quantify or qualitatively describe the future conditions resulting from implementation of the proposed general plan elements. Impact significance will be assessed with respect to the thresholds defined in Appendix G of the CEQA Guidelines, using methodologies that are appropriate for a long range planning program. Impact significance will be determined after consideration of the beneficial effects of proposed policies that are designed to avoid or reduce environmental impacts.

Programmatic analysis requires a *reasonable* assessment of future, potential changes to the physical environment due to the policies of the General Plan update. The analysis may not be based on build-out of the land use plan if build-out is not anticipated to occur within the planning horizon (20 years). Our analysis will hinge on the fact that the General Plan does not, in itself, result in the growth of population, household, employment, or traffic. Growth occurs from a dynamic system of birth, death, immigration, emigration, and other factors. The analysis will be based on the ability of the update to accommodate anticipated growth

while avoiding impacts to the environment. Our approach will minimize incorporation of mitigation measures by ensuring policies adopted in the update serve as programmatic measures to minimize or eliminate environmental impacts.

To streamline the EIR preparation process and thus reduce costs, this proposal assumes that all background information and mapping compiled for the General Plan is completed when work on the EIR commences. This information is expected to be sufficient to fulfill the contents required for a General Plan element as prescribed in California Government Code Section 65302 et seq., and sufficient to fully characterize the environmental setting for each impact topic, so that an adequate assessment of impacts can be made and there is no difference in baseline conditions assumptions between the element updates and the EIR. We have provided for two rounds of comments from City staff on the Screencheck Draft EIR. The following highlights key components of our approach to the Program EIR. For both rounds of review by City staff, the City will provide one consolidated set of City staff comments to MIG. MIG will discuss and clarify specific comments as needed, and prepare appropriate revisions to address the comments. A Proofcheck EIR (task 6.3) will then be submitted for final review to identify any remaining minor revisions necessary to complete the EIR sufficiently to commence the public review process.

**Aesthetics.** Consistent with CEQA, the EIR will independently evaluate the potential impacts of the General Plan land use and urban design policies on the visual character and image of the City. Beneficial aesthetic effects will be discussed as well. The EIR will then recommend any policy refinements warranted to minimize identified visual impacts, if any.

MIG will model criteria pollutants and greenhouse gas emissions using the California Emissions Estimator Model (CalEEMod) based on the proposed land use plan and the project traffic analysis. We will model emissions from existing developed uses and future potential uses and compare the difference to the thresholds promulgated by SCAQMD. We will discuss construction emissions qualitatively because it is speculative to analyze construction impacts at the program level. We will also discuss carbon monoxide hotspots qualitatively. We will identify any existing toxic air contaminant emitters in and within one-quarter mile of the planning area and discuss land uses that could support future emitters. We will discuss land uses that produce odor impacts and analyze both existing and potential future impacts on the planning area and vicinity. We will also analyze consistency with the Air Quality Management Plan (AQMP). It is likely that significant and unavoidable air quality impacts will occur as a result of emissions of one or more criteria pollutants.

The EIR will analysis will be designed pursuant to Section 15183.5 (Tiering and Streamlining the Analysis of Greenhouse Gas Emissions) of the CEQA Guidelines. In essence, a climate action plan will be developed within the EIR to eliminate the need for future GHG emissions analysis in compliant projects. The threshold for determining greenhouse gas emissions impacts will be coordinated with SCAQMD and will likely require that emissions from the planning area be reduced by approximately 30 percent. We will also analyze consistency with the state Scoping Plan and the 2012 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS).

**Geology and Soils.** Earthquakes can cause strong ground shaking, liquefaction, differential settlement, and lateral spreading. The EIR will identify potential geotechnical impacts associated with development within the

planning area based on published sources (primarily California Geological Survey). The EIR will describe mitigation protocols, including Building Department requirements, to reduce the impacts to less-than-significant levels.

**Hazards and Hazardous Materials.** MIG will consult published data to identify any known contaminated sites and similar hazardous conditions within the planning area. The presence of other hazardous conditions associated with planned industrial uses will be described as well. We anticipate that the existing regulatory environment and goals and policies in the General Plan will sufficiently address mitigation of any identified human-caused hazards.

**Hydrology and Water Quality.** Based on the existing conditions analysis and planning studies, the EIR will assess drainage, flooding, and water quality issues.

**Land Use and Planning.** The EIR will evaluate the land use implications, both beneficial and adverse, of the General Plan, and will identify any significant impacts under CEQA (e.g., "division of an established neighborhood"). The EIR will then identify associated mitigation, including recommended General Plan refinements. In addition, the consistency of the General Plan's proposed policies with relevant regional planning policies (e.g., SCAG and SCAQMD) will be evaluated.

**Mineral Resources.** We will consult with California Geological Survey resources to identify any known mineral resource areas within the planning area. This will parallel information required to be contained in the General Plan.

**Population and Housing.** The EIR will describe the potential effects on housing and population in order to provide the statistical basis for related quantitative environmental impact evaluations (e.g., public services and utilities). The analysis will also address any displacement of people or housing units associated with long-term General Plan implementation.

**Public Services/Recreation.** The EIR will evaluate the effects of General Plan implementation on the following public services: fire protection, law enforcement, schools, and parks/recreation. Appropriate service providers will be identified in coordination with City staff, and will be contacted to help determine potential impacts and formulate mitigation consistent with General Plan policy.

**Utilities and Service Systems.** Based on the existing conditions analysis and planning studies prepared for the General Plan, we will evaluate the proposed land use changes and quantify the potential increase in energy, water, and sewer demands based on commonly accepted generation demands to determine if the existing infrastructure has the capacity to accommodate the long term land use projections and increased demands. We will identify regional improvements necessary to accommodate the proposed land use plan. For drainage assessment, we will identify if the proposed land uses will increase or decrease impervious surface areas. We will identify appropriate water quality measures and standards, green infrastructure techniques, and water conservation features for incorporation into the sustainability component of the General Plan and EIR.

**Cumulative Impacts.** This issue will generally be examined in terms of how the updated elements are consistent with or may conflict with applicable regional growth management plans and policies adopted by

the Southern California Association of Governments (SCAG). The EIR will be designed to account for planning area wide impacts for project-level cumulative impact tiering.

**Alternatives.** In summary narrative and matrix format, alternatives will be described and impacts of each will be compared to those of the proposed General Plan. These will include a “No-Project” Alternative. Alternatives will be identified in collaboration with the City and the viability of each will be screened to identify: 1) if the alternative meets most or all of the objectives of the project and (2) if it could avoid any significant impacts of the project. Alternatives not meeting both of these criteria will be excluded from analysis pursuant to CEQA.

***Deliverables:***

- Administrative Draft EIR #1 (Word file for staff track-changes)
- Administrative Draft EIR #2 (Word file for staff track-changes)

**Task 5.4: Draft EIR**

MIG will produce and circulate the Draft EIR for the mandatory 45-day public review period

- Draft EIR (up to 15 printed copies and 50 CDs, plus PDF)

***Deliverables:***

- Draft EIR (up to 15 printed copies and 50 CDs, plus PDF)

**Task 5.5: Notice of Availability**

MIG will prepare the Notice of Availability (NOA). The NOA will identify the project and explain the public review process. Particularly, the NOA will identify what types of comments are helpful and require responses pursuant to CEQA and the appropriate format. City staff will be responsible for publication in the local newspaper. MIG will produce, mail, and track all notices. We will provide public agencies with a notice and an electronic copy of the DEIR. Other parties will receive a notice and a link to downloadable version of the DEIR. We will send 15 executive summaries and electronic copies of the DEIR to the State Clearinghouse, including the mandatory Notice of Completion (NOC).

***Deliverables:***

- Notice of Availability (up to 65 printed copies, plus PDF)
- Notice of Completion (up to 65 printed copies, plus PDF)

**Task 5.6: Final EIR**

***Response to Comments***

Following the end of the 45-day public review and comment period on the Draft EIR, we will prepare written responses to all written comments submitted to the City concerning the adequacy of the information and analysis presented in the Draft EIR. All correspondence will be included, and all comments that are specific to the adequacy of the EIR will be highlighted and numbered to correspond to the appropriate response to each comment, for each author. If a substantial number of comments express the same concern(s), we will prepare master responses to that (those) comment(s), to be repeated in the response to all persons/agencies that had that same comment. Comments that do not require responses will be identified and a summary from the

CEQA Guidelines explaining why no response is provided will be included. We have budgeted approximately 80 hours of primary analyst services to address responses to comments. MIG will respond to one round of City staff consolidated comments on the draft document.

***Statement of Facts and Findings***

To expedite the final phase of the project approval process, MIG will prepare Findings required under Section 15091 and, if necessary, a Statement of Overriding Considerations (SOC) pursuant to Section 15093 of the State CEQA Guidelines. The draft Findings and SOC will be submitted for one round of review by City staff, and the City Attorney and MIG will make one set of revisions to each. We assume minor revisions to the project and/or mitigation measures will occur and that the Facts and Findings will need to be revised.

***Final EIR***

Minor revisions may be made to EIR text and exhibits, if warranted, to correct errors and/or provide clarifications or additional information. Minor changes would not include any significant new information such as the identification of an additional significant impact or a new mitigation measure that requires a substantial alteration to the proposed project. These minor revisions will be presented in an Errata section to be incorporated into the Final EIR. Responses to comments will also be included in the Final EIR. Hard copies of the Final EIR for decision making bodies will be limited to the DEIR (Volume I) and the FEIR; appendices will be included as an electronic copy unless specifically requested. File copies will include hard copies of all EIR sections.

MIG will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with Section 21081.6 of CEQA. This can be provided as a stand-alone document, to attach to findings and resolutions, or can be incorporated into the Final EIR, as the City prefers. The MMRP will list all measures included in the Final EIR to avoid, reduce or compensate for the potentially significant impacts of the project, note the timing for implementation of each measure and identify the entities responsible for ensuring that the mitigation measures are properly implemented at the right time, and verified as completed as intended. MIG will respond to one round of comments by the City on the Final EIR.

***Deliverable:***

- Response to Comments (electronic, Word and PDF)
- Statement Facts and Findings (electronic, Word and PDF)
- Screencheck Final EIR for City staff (electronic, Word and PDF)
- Final EIR for Hearings (15 printed copies, PDF)
- Final EIR post-hearings (electronic, Word and PDF)

**Task 5.6: EIR Project Management and Coordination with Staff**

See Task 7.1.

**TASK 6: GENERAL PLAN HEARINGS AND ADOPTION**

**Task 6.1: Public Hearings**

MIG will attend two Planning Commission hearings to present, discuss, and receive input/direction on the Draft General Plan and Final EIR. These hearings will provide an opportunity for the Planning Commission to formally receive public comments on the draft documents. The conclusion of these hearings will be a formal recommendation on the project to the City Council. City staff will be responsible for preparing the formal staff reports for these hearings.

Following Planning Commission action, we will work with City staff to summarize the Commission's proposed revisions to the General Plan for inclusion in the staff report to the City Council.

MIG will also attend two City Council hearings to present, discuss and receive input/direction on the General Plan and Final EIR. The hearings will provide an opportunity for the City Council to review Planning Commission recommendations and receive any additional public comments. The conclusion will be the City Council's formal adoption of the updated General Plan and certification of the EIR.

City staff will be responsible for preparing the formal staff reports for all hearings.

***Deliverables:***

- Two Planning Commission Hearings
- Two City Council Hearings
- PowerPoint Presentation for the Hearings

**Task 6.2: Final General Plan**

MIG will prepare a final General Plan based on direction from the City Council during adoption hearings. We have provided an allowance for this task in the budget since the extent of changes cannot be anticipated at this time. Following Plan adoption, MIG will submit all project files to the City, including all GIS shapefiles developed during the process.

***Deliverables:***

- Final General Plan (PDF and Word Files)
- Return documentation provided by City
- GIS and other data files

**TASK 7: GENERAL PLAN PROJECT MANAGEMENT AND COORDINATION WITH STAFF**

**Task 7.1: Project Coordination and Meetings**

MIG will manage the overall project to keep it on schedule and budget. MIG Principal Laura Stetson will serve as Principal-in-Charge. Ms. Stetson will work closely with Project Manager Jose M. Rodriguez, who will provide day-to-day project management of the entire program. Chris Brown will serve as Project Manager for the EIR and the technical studies. MIG will meet with City staff as needed throughout the project to discuss document progress, confirm upcoming milestones, and review materials for workshops and deliverables. Mr. Rodriguez will have a bi-weekly phone call with the City's project manager to review pressing weekly priorities and issues. This task also covers day-to-day project management tasks, including invoice review and preparation and contract administration.



***Deliverables:***

- Biweekly Project Management Calls
- As-needed phone and email communication and in-person staff meetings
- Monthly invoices, budget and progress reports (PDF)

**Task 7.2: SB 18 and AB 52 Consultation Assistance**

The General Plan Update will require formal government-to-government consultation between the City of Desert Hot Springs and Native American Heritage Commission-listed tribes pursuant to Senate Bill 18 (SB 18) and the more recent Assembly Bill 52 (AB 52), which requires consultation for CEQA purposes. MIG will provide the City with a draft letter to be transmitted to NAHC. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the City. In addition, the NAHC will provide a list of SB 18-specific Native American contacts for the City that they believe should be contacted for additional information. MIG will provide the City a letter template and detailed instructions to ensure the City complies with SB 18. No telephone calls or meetings with Native Americans are included in this proposal, as State law directs that the City take the lead in this regard. Should the City desire that MIG provide additional Native American coordination, we can perform this work as additional services.

***Deliverable:***

- Letter template and instructions for SB 18 and AB-52 Consultation (Word)

# Desert Hot Springs General Plan Update and EIR Schedule

June 2017

General Plan Update Tasks		Costs
1.1	Kick-Off Meeting/Initial Coordination/Scope Refinement	\$3,500
1.2	Review of Existing Documentation	\$2,500
2.0	<i>Update General Plan</i>	
2.1	<i>Address New State Laws</i>	\$12,000
2.2	<i>Incorporate Complete Streets Policies/Discussion/Maps</i>	\$10,000
2.3	<i>Update Economic Development Element</i>	\$6,000
2.4	<i>Add Arts District Overlay</i>	\$4,000
2.5	<i>Land Use Map Adjustments/Revised Build Out Table</i>	\$10,000
2.6	<i>Text Clean Up/Minor Formatting Adjustments</i>	\$6,000
3.0	Update Housing Element	\$37,000
4.1	Prepare Admin Draft General Plan	\$8,000
4.2	Prepare Public Review Draft General Plan	\$4,000
4.3	Public Workshop (Reveal Public Review General Plan)	\$7,500
5.0	See EIR Tasks Below	
6.1	Attend Public Hearings (2 PC Meetings and 2 CC Meetings)	\$5,000
6.2	Prepare Final General Plan	\$6,000
7.1	General Plan Project Management and Coordination with City Staff	\$7,000
7.2	AB Consultation and Documentation with State Agencies	\$2,000
	Direct Costs (travel, printing)	\$3,000
	General Plan Update Contingency	\$10,000
	General Plan Update Total with Contingency	\$143,500

General Plan EIR Tasks		Costs
5.1	Project Description, Initial Study, and Notice of Preparation	\$6,000
5.2	<i>Technical Reports and Memorandum</i>	
5.2.1	<i>Air Quality and Climate Change</i>	\$6,000
5.2.2	<i>General Biological Resources</i>	\$11,000
5.2.3	<i>Cultural Resources</i>	\$8,500
5.2.4	<i>Noise Study</i>	\$10,000
5.2.5	<i>Traffic Study (Subconsultant)</i>	
	<i>RIVTAM Model (\$34,000)</i>	
	<i>Traffic Data Collection (\$11,500)</i>	
	<i>Analysis of General Plan Buildout (\$32,980)</i>	
	<i>Total</i>	\$78,500
5.3	Update Administrative Draft EIR	\$18,000
5.4	Prepare Draft EIR	\$3,000
5.5	Notice of Availability	\$2,500
5.6	Final EIR	\$12,000
5.7	EIR Project Management and Coordination with City Staff	\$13,000
	Direct Costs (travel, printing, subconsultant admin. fee)	\$8,000
	EIR Total	\$176,500
	Grand Total	\$320,000

# Desert Hot Springs General Plan Update and EIR Schedule

		2017				2018									
		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>Phase 1: Project Kick-Off and Existing Conditions Analysis</b>															
1.1	Kick-Off Meeting/Initial Coordination/Scope Refinement	■													
1.2	Review of Existing Documentation (Interviews)														
<b>Phase 2: Update General Plan</b>															
2.1	Address New State Laws														
2.2	Incorporate Complete Streets Policies/Discussion/Maps														
2.3	Update Economic Development Element														
2.4	Add Arts District Overlay														
2.5	Land Use Map Adjustment/Revise Build Out Table														
2.6	Text Clean Up/Minor Formatting Adjustments														
<b>Phase 3: Housing Element</b>															
3.1	Update Housing Element														
<b>Phase 4: Public Review General Plan</b>															
4.1	Prepare Admin Draft General Plan														
4.2	Prepare Public Review Draft General Plan														
4.3	Public Workshop (Reveal General Plan)														
<b>Phase 5: General Plan EIR - CEQA Documentation</b>															
5.1	Initiation and Program Review	■													
5.2	Project Description														
5.3	Technical Reports and Memorandum														
5.4	Update Administrative Draft EIR														
5.5	Prepare Draft EIR														
5.6	Notice of Availability														
5.7	Final EIR														
<b>Phase 6: Public Hearings, Adoption, and Final General Plan</b>															
6.1	Attend Public Hearings (2 PC Meetings and 2 CC Meetings)														
6.2	Final General Plan														
<b>Phase 7: Project Management</b>															
7.1	General Plan Coordination and Project Management														
7.2	AB Consultation and State Documentation														

# MIG AGREEMENT AND PROPOSAL

Adobe Sign Document History

10/19/2017

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
CITY OF DEER BEACH  
AND  
MIG, INC.**

The Professional Services Agreement ("Agreement") is made and entered into by the City of Deer Beach, Florida ("City") and MIG, Inc. ("MIG") on the 18th day of October, 2017. The Agreement is intended to be a binding contract and shall be governed by the laws of the State of Florida. The Agreement is intended to be a binding contract and shall be governed by the laws of the State of Florida.

**RECITALS**

WHEREAS the City desires to enter into a contract with MIG for the purpose of providing professional services to the City; and

WHEREAS MIG represents that it is fully qualified to perform such services to the City in accordance with the terms and conditions of the Agreement and

NOW THEREFORE, in consideration of the covenants, conditions and promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

**SECTION 1. SERVICES**











The City has authorized MIG to provide the services described in the Agreement to the City, on the terms and conditions set forth herein.

**SECTION 2. SCOPE OF SERVICES**

Consistent with services to be provided to the City, MIG shall provide the services described in the Agreement to the City, on the terms and conditions set forth herein.

Created:	10/18/2017
By:	CD Admin (cdadmin@cityofdhs.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOcNRD52ETp1z2ISdRuDGRok_rm87CAHv

## "MIG AGREEMENT AND PROPOSAL" History

-  Document created by CD Admin (cdadmin@cityofdhs.org)  
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✔ Signed document emailed to Jennifer Mizrahi (jenniferm@qalawyers.com), CD Admin (cdadmin@cityofdhs.org), C L Maynard (cmaynard@cityofdhs.org), and Jerryl Soriano (jsoriano@cityofdhs.org)

10/19/2017 - 11:44:55 AM PDT