



## PROFESSIONAL/CONSULTING SERVICES AGREEMENT

### 1. **PARTIES**

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and EMC Planning Group, Inc (“Contractor”), a corporation \_\_\_\_\_ for the Housing Element Update 2023-2031 \_\_\_\_\_ and is effective on the last date signed below (“Effective Date”).

### 2. **SERVICES**

Contractor agrees to provide the services and perform the tasks (“Services”) set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

### 3. **TIME OF PERFORMANCE**

**3.1** This Agreement begins on the Effective Date and ends on June 30, 2023 (“Contract Time”), unless terminated earlier as provided herein. Contractor’s Services shall begin on effective date and shall be completed by June 30, 2023. The City’s appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

**3.2 Schedule of Performance.** Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here **Exhibit B**.

**3.3 Time is of the essence** for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

### 4. **COMPENSATION**

**4.1 Maximum Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$ 748,040 (“Contract Price”), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

**4.2 Invoices and Payments.** Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within sixty (60) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

## **5. INDEPENDENT CONTRACTOR**

**51 Status.** Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation, or other benefits from the City.

**52 Contractor's Qualifications.** Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

**53 Permits and Licenses.** Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

**54 Subcontractors.** Only Contractor's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

**55 Tools, Materials, and Equipment.** Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

**56 Payment of Benefits and Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

## **6. PROPRIETARY/CONFIDENTIAL INFORMATION**

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

## **7. OWNERSHIP OF MATERIALS**

**7.1 Property Rights.** Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, “Work Product”), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

**7.2 Copyright.** To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered “works for hire” and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City’s written approval.

**7.3 Patents and Licenses.** Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

**7.4 Re-Use of Work Product.** Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

**7.5 Deliverables and Format.** Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

## **8. RECORDS**

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor’s performance, benchmarks and deliverables, which must be available

to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City's final payment.

## **9. ASSIGNMENT**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

## **10. PUBLICITY / SIGNS**

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

## **11. INDEMNIFICATION**

**11.1** To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;
- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

**11.2** Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

**11.3** Contractor's duties under this section are not limited to the Contract Price, workers'

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compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnatee.

**11.4.** Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order, or other transaction.

**11.5.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

**11.6.** This Section 11 shall survive termination of the Agreement.

## **12. INSURANCE**

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. Contractor will provide proof of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage within 14 days of execution of the Agreement. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or immediately terminating the Agreement.

## **13. COMPLIANCE WITH LAWS**

**13.1 General Laws.** Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

**13.2 Labor Laws.** Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

**13.3 Discrimination Laws.** Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

**13.4 Conflicts of Interest.** Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

**13.5 Remedies.** Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

#### **14. PROJECT COORDINATION**

**City Project Manager.** The City assigns Piu Ghosh, Planning Manager as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

**Contractor Project Manager.** Subject to City approval, Contractor assigns Ande Flower, Principal Planner as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

#### **15. ABANDONMENT OF PROJECT**

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

#### **16. TERMINATION**

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

**17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION**

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

**18. ATTORNEY FEES**

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

**19. THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries of this Agreement.

**20. WAIVER**

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

**21. ENTIRE AGREEMENT**

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

**22. INSERTED PROVISIONS**

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

**23. HEADINGS**

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

## **24. SEVERABILITY/PARTIAL INVALIDITY**

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

## **25. SURVIVAL**

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law, and Attorney Fees, shall survive the Agreement and remain in full force and effect.

## **26. NOTICES**

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino	To Contractor: <u>EMC Planning Group Inc</u>
	<u>301 Lighthouse Ave., Suite C</u>
	<u>Monterey, CA 93940</u>
Attention: <u>Piu Ghosh</u>	
Email: <u>piug@cupertino.org</u>	Attention: <u>Ande Flower</u>
	Email: <u>flower@emcplanning.com</u>

## **27. EXECUTION**

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

**CITY OF CUPERTINO**

A Municipal Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACTOR**

By Teri Wissler Adam

Name Teri Wissler Adam

Title Vice President

Date Sep 16, 2021

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CHRISTOPHER D. JENSEN  
Cupertino City Attorney

**ATTEST:**

\_\_\_\_\_  
KIRSTEN SQUARCIA  
City Clerk

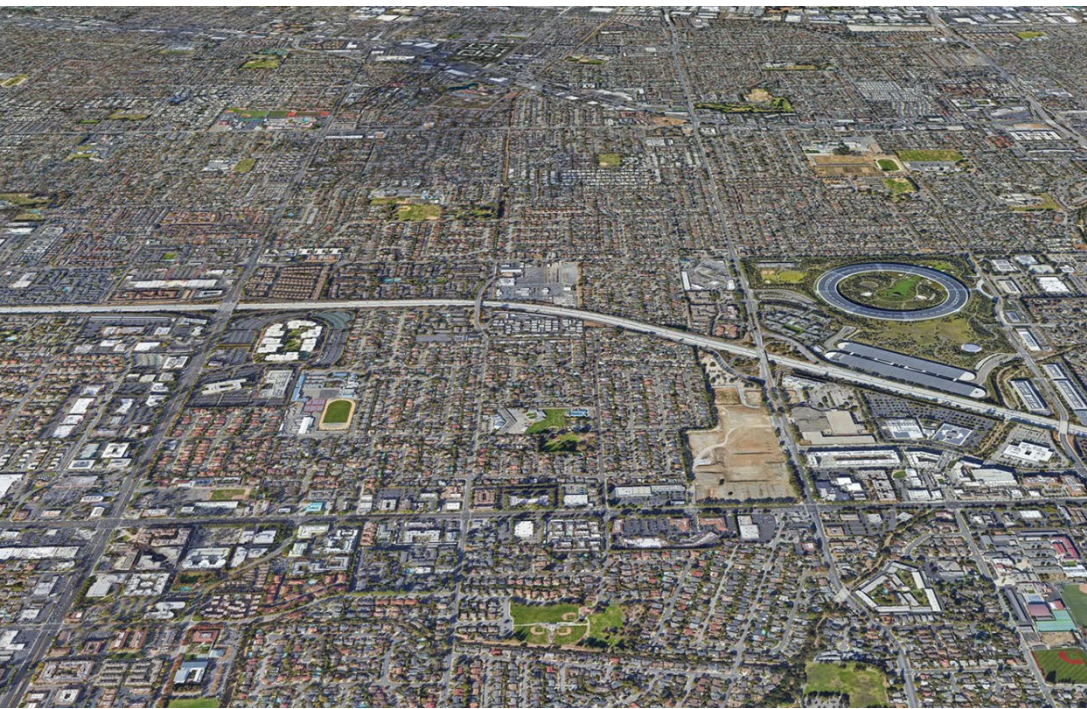
DATE: \_\_\_\_\_

Proposal

# Housing Element Update (2023-2031)

City of Cupertino

Revised September 15, 2021



Prepared by  
**EMC Planning Group**

CITY OF CUPERTINO

## Housing Element Update (2023-2031)

### *Proposal*

**Prepared for**

CITY OF CUPERTINO

GIAN MARTINE, SENIOR PLANNER

10300 TORRE AVE.

CUPERTINO, CA 95014

**Prepared by**

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ANDE FLOWER, AICP, MUP – PRINCIPAL PLANNER

FLOWER@EMCPLANNING.COM

WWW.EMCPLANNING.COM

REVISED SEPTEMBER 15, 2021

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## EXECUTIVE SUMMARY

EMC Planning Group team is pleased to submit this proposal for City of Cupertino (“City”) Housing Element Update (2023-2031). We understand the challenge posed by the draft 6th-cycle regional housing needs allocation (RHNA) equaling approximately 4,588 units for the City of Cupertino. We have tailored a work program and approach that welcomes solution-oriented community involvement through an iterative process to involve decision-makers with each major milestone. We have assembled a team of consultants whose expertise dovetail to provide a full scope of services, including updates to the housing element, the Heart of the City Specific Plan, and full CEQA environmental review responsive to the subsequent project. Our team has demonstrated competence in working successfully with residents and other members of the public in formulating goals and building consensus.

Our outreach will be digital-first and immersive with community needs. With a location in the heart of Silicon Valley, our team is prepared to accommodate and encourage a variety of ways for everyone to have their voices heard and incorporated into the process of plan-building for the future of Cupertino. There is room for everyone at the discussion table.

EMC Planning Group has prepared housing elements for jurisdictions in various parts of California, including several recently completed and certified elements, as well as on-going preparation of 6th Cycle element updates with the Towns of Fairfax and Los Gatos and the City of Monte Sereno. Cupertino presents unique challenges and surprising opportunities to meet state requirements for affirmatively furthering fair housing. Through learning from community leaders, our process will encourage a vision for Cupertino’s future that sustains the heart of the community while making room for more people to call Cupertino home.

We look forward to working with the City of Cupertino to achieve HCD certification for the 6th Cycle Housing Element update.

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## QUALIFICATIONS AND EXPERIENCE

### 2.1 General Information

EMC Planning Group is a full-service land use and environmental planning firm located in Monterey. The firm, which is celebrating 43 years of providing land use and environmental planning consulting services to public and private clients throughout California, is a California S-Corporation, a state-certified Small Business Enterprise (#15769), and a locally certified Green Business. EMC Planning Group has provided award-winning deliverables throughout the state. Our years of experience in California contribute to a deep comprehension of development and environmental challenges that affect Santa Clara County and the City of Cupertino.

The quality of EMC Planning Group's deliverables is not solely dependent on the work of its staff. Our staff has created quality relationships with responsible agencies, technical experts, public and private interests. The caliber and defensibility of our documents is often enhanced by our extended team's contribution.

### 2.2 EMC Planning Group Staff

The following staff are expected to work on this project. Full resumes can be found in Attachment A.

#### **Teri Wissler Adam, Vice-President and Senior Principal**

Teri joined the firm in 1991 and has been a principal since 2001. Her area of expertise is in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. Ms. Wissler Adam's workload includes oversight of all CEQA-focused workload for the firm. Teri will provide high-level project oversight and lead on tasks associated with CEQA compliance.

### **Ande Flower, AICP, MUP, Principal Planner, Project Manager**

Mr. Flower will be project manager and primary contact for the City of Cupertino housing element update. He will take the lead on facilitating stakeholder groups and making presentations to the City Council, Planning Commission, and focus groups. Mr. Flower has been working in the planning field since 2005 and has a particular focus on innovative ways to create housing opportunities for all segments of the community. His professional experience includes project management in the municipal and private sectors. Ande is skilled in the analysis of complex development requests, housing ordinance updates, and the delivery of compelling presentations to commissions, city council, agencies, the business community, and residents.

### **Martin Carver, AICP, MRP, Principal**

Martin will be in an advisory role to provide high-level management support for Mr. James and Mr. Flower and assist with the early lead on preparing the housing element document. He has expertise in comprehensive plans, housing elements, land use planning, energy and climate analysis, and zoning regulation. Mr. Carver's resume includes project management for the University of California Santa Cruz (UCSC) Marine Science Campus Coastal Long Land Development Plan, UCSC's Silicon Valley Center Master Plan (NASA Ames/Moffett Field), and UCSC's Science Hill Master Plan. It also includes development of the Gonzales General Plan, General Plan EIR, and Climate Action Plan. Finally, it includes numerous housing elements, CEQA initial studies, and zoning/municipal code revisions. Mr. Carver recently completed work on housing elements for San Juan Bautista, Gustine, and Dos Palos and is preparing zoning code revisions for each of these cities as well. He has also prepared SB 2 applications for the City of Dos Palos and the City of Gustine.

### **Richard K. James, AICP, MUP, Principal**

Richard has been with the firm for 22 years and has significant experience in preparing housing elements. He recently prepared the housing element updates for the cities of Sand City, San Juan Bautista, Greenfield, and Atwater and has prepared several other housing elements in the past. Richard also has experience preparing CEQA review documents, economic planning documents, and in managing complex projects. Richard's workload for the next two years will focus on management of housing element updates throughout California. Mr. James will support Ande Flower with project management and lead Safety Element efforts.

### **Shoshana Wangerin, Associate Planner**

Shoshana will assist with preparation of the zoning updates and any potential associated CEQA documentation. Ms. Wangerin has been with the firm for four years and assisted with the preparation of the housing element update for the City of San Juan Bautista. She assisted with preparation of the Sand City Vibrancy Plan, and also assists the City of Sand City with its annual progress reports as required by the Department of Housing and Community Development

## 2.3 Sub-Consultants

### Hexagon Transportation Consultants, Inc.

Since 1982, Gary Black, AICP, has directed a number of transportation planning, traffic engineering, parking, and transit studies. Mr. Black has prepared traffic studies for new development in most cities within the Bay Area. Gary Black will provide transportation analysis for CEQA review, and evacuation analysis for the Safety Element update.

### Metta Urban Design

Samantha Suter's woman-owned firm specializes in tailored branding, high end graphics, visionary plans, and implementable solutions, with public engagement integrated throughout her work. Samantha's team will make sure that our messaging is tailored to Cupertino's needs.

### ELS Architecture and Urban Design

Throughout its 53-year history, the leaders of ELS Architecture and Urban Design have focused on "putting the pieces together" – designing places and spaces that bring the public and private interests together, and doing so in a way that benefits all stakeholders. Ryan Call and David Masenten will support general site analysis, facilitate public workshops, and provide in-depth site analysis with renderings as an optional task.

### Circle Up, Equity Education

Lea Robinson facilitates coaching, training, and consulting services to further equity understanding, equity approaches, and to check equity assumptions. Circle up strives to cultivate happy, thriving, and stress-free communities by developing a less oppressed and divided world for future generations and to inspire deeper connection and inclusion. Lea will support required equity focus throughout the scope of the project, including public workshop introduction, and analysis of programs.

### Non-violent Communication (NVC)

Kristin Masters is a CNVC Certified Trainer who is committed to creating a world that works for everyone. She has long been a group facilitator and diversity trainer, and loves helping groups find ways of moving more easily toward the goals of the good work they're doing. Public Workshops will begin with Kristin's recognition of ground rules to support civil, meaningful engagement.

### Website Content Management

Rachel Cain will manage, program, and report analytics for the online platform, Engagement HQ (Bang the Table), and Balancing Act (density simulation tool). Rachel will facilitate the iterative community engagement plan via the online tools to encourage participation over time, and create reports that assist decision-makers in comprehending the full volume of voices shared throughout the community.

## Language Connections

Since its inception in 1993, Language Connections (LC) has become a leading provider of language services. Their capabilities include translation, interpreting, desktop publishing in multiple languages. LC is also a recognized, long-time provider of services to various urban planning and housing authorities.

## 2.4 Relevant Experience

EMC Planning Group has prepared housing element updates for numerous jurisdictions in California. EMC Planning Group customized the public outreach and prepared innovative adjustments that reflect community goals for each unique city. For each of these projects, EMC Planning Group staff established and maintained positive working relationships with both the city and Department of Housing and Community Development (HCD) staff to successfully meet each city's needs. Recent examples of our work are summarized below.

### San Juan Bautista Housing Element (2019)

EMC Planning Group completed the City of San Juan Bautista's 5th cycle housing element update. Prior to working with EMC Planning Group, the city had missed the due date for its 5th cycle housing element and was required to prepare four-year elements. With HCD approval, EMC Planning Group developed a schedule to complete the first four-year housing element in the summer of 2019, concurrent with the city's adoption of several critical implementation ordinances. EMC Planning Group then initiated the second four-year housing element, negotiated an expedited review by HCD, and brought the second four-year housing element to City Council for adoption at its December 2019 meeting. The second four-year housing element was certified by HCD in January 2020, and the City of San Juan Bautista is now in compliance. San Juan Bautista's housing element was highlighted in an HCD press release.

Link to Element:

[http://www.emcplanning.com/projects/pdf/San\\_Juan\\_Bautista\\_HE.pdf](http://www.emcplanning.com/projects/pdf/San_Juan_Bautista_HE.pdf)

Reference: Don Reynolds, City of San Juan Bautista City Manager

(831) 623-4661 [citymanager@san-juan-bautista.ca.us](mailto:citymanager@san-juan-bautista.ca.us)

Work performed: January 22, 2019 – March 12, 2020

### City of Atwater Housing Element Updates (2017)

EMC Planning Group prepared 2007-2014 and 2015-2023 updates to the Atwater Housing Element to bring the element into compliance with state requirements. EMC Planning Group worked with HCD and the City to review 5th cycle regional housing needs allocation (RHNA) numbers for Merced County and the unaccommodated share of fourth cycle RHNA numbers, and determined to bypass the fourth cycle housing element and prepare the fifth cycle element. EMC Planning Group worked with the Housing and Community Development Department to achieve state certification of the Housing Element.

Link to Element:

<https://www.atwater.org/docs/2014-2023%205th%20Cycle%20Housing%20Element.pdf>

Reference: Scott McBride, City of Merced Director of Development Services (formerly with Atwater)  
(209) 388-7000 [McBrideS@Cityofmerced.org](mailto:McBrideS@Cityofmerced.org)

## **City of Sand City Housing Element (2016)**

EMC Planning Group prepared the 5th cycle housing element for Sand City. The city has only 300 residents, but needed to provide room for about 45 additional housing units during the planning period. EMC Planning Group also prepared a CEQA negative declaration for the project. The housing element was approved by the City Council and certified by HCD within the state deadline. EMC Planning Group has assisted with zoning changes to implement housing element policy, and assists the City with its annual progress reports as required by the Department of Housing and Community Development.

Link to Element:

[http://www.emcplanning.com/projects/pdf/Sand\\_City\\_Housing\\_Element\\_FINAL\\_Adoption\\_2016.pdf](http://www.emcplanning.com/projects/pdf/Sand_City_Housing_Element_FINAL_Adoption_2016.pdf)

Reference: Charles Pooler, City of Sand City Planner  
(831) 394-3054 [Chuck@SandCityCA.org](mailto:Chuck@SandCityCA.org)

## **City of Greenfield Housing Element (2012 and 2016 Update)**

In 2016, EMC Planning Group prepared the 5th cycle and completed the City of Greenfield 4th cycle housing element update for the City of Greenfield. The focus of the 5th Cycle included creation of a balanced housing vision for the city and a categorized and prioritized implementation program. EMC Planning Group also prepared an initial study for updated housing element. The housing element was approved by the City Council and certified by the Department of Housing and Community Development in full compliance with state housing law within the state deadline.

Link to Element:

<https://ci.greenfield.ca.us/DocumentCenter/View/161/06-Housing-Element-2014-2023---General-Plan--PDF>

Reference: Brent Slama, City of Soledad Community Development Director (formerly with Greenfield)  
(831) 674-559 [bslama@Cityofsoledad.com](mailto:bslama@Cityofsoledad.com)

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### 3.1 Project Management

Ande Flower will manage the project with an incredible team of advisors, support staff, and exceptional sub-consultants. EMC Planning Group recognizes that the most significant work effort for Cupertino's Housing Element Update (2023-2031) will be preparing a site inventory that accommodates Cupertino's regional housing needs allocation (RHNA), through a robust community engagement process.

EMC Planning Group's culture and management style are founded on teamwork and collaboration. The firm believes that teamwork is vital to achieving the goals of our clients. Within the firm, we support each other and test ideas in a continual effort to ensure that the quality of our work remains ahead of the curve – technically, legally, and functionally. Our teams meet regularly to facilitate the flow of information, articulate and share ideas on issues, brainstorm approaches and solutions to analysis, and ensure process efficiency. We work together to deliver services and products that represent the best of the firm's collective experience and skills.

A housing element update can be a very challenging process for local jurisdictions, and with the 331% increase in RHNA numbers for the 6th Cycle, we expect it to generate a lot of public interest. EMC Planning Group understands that the success of this effort hinges on an effective public participation program that includes active engagement with Cupertino residents, stakeholders, elected and appointed officials, and HCD. The flowchart shown with Figure 1 illustrates our comprehension of the importance of community engagement, guidance from HCD, Council, and Commissions, with the ultimate goal of certification.

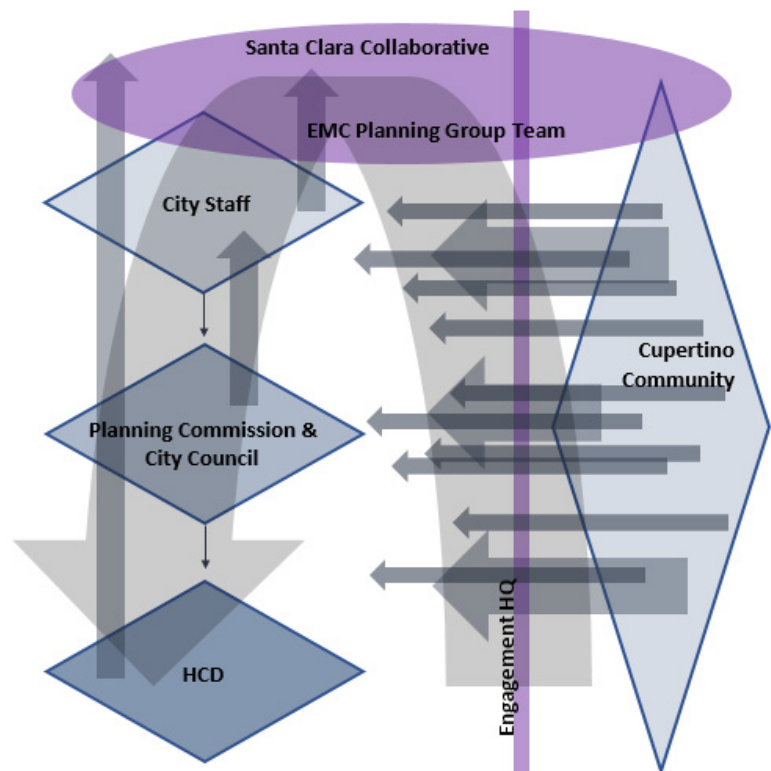


Figure 1: Decision-making flow chart

We note that Cupertino is included with a countywide collaborative led by the ABAG/MTC Regional Housing Technical Assistance Program. Our work program and budget have been trimmed in anticipation of reduced costs for certain data collection tasks, including support from a half-time technical assistant provided by the countywide collaborative.

EMC Planning Group's Ande Flower has been actively involved the ABAG/MTC process and has working knowledge of housing element site selection (HESS) tool.. His effort will also provide invaluable feedback to ABAG/MTC as it works to improve the nascent tool. We are confident that with the EMC Planning Group team, City staff, and regional collaborators working together, Cupertino can be assured of a successful update process that garners wide community support and timely certification of its updated housing element.

## 3.2 Schedule

EMC Planning Group anticipates an approximately 16-month effort to draft, adopt, and obtain HCD certification of Cupertino's Housing Element Update (2023-2031). The final scope of work will be subject to refinement and mutual agreement following the project's launch and further discussion. This schedule assumes the use of an initial study/mitigated negative declaration for CEQA review.

Tasks	Time Frame
Task A – Project Management & Coordination	Ongoing through completion of project
Task B – Community Education and Engagement	Fall 2021 thru Winter 2022
Task C – Housing and Special Housing Needs	Fall 2021 thru Fall 2022
Task D – Housing Constraints	Fall and Winter 2021
Task E – Existing Housing Element	Fall 2021 through Spring 2022
Task F – Sites Inventory	Fall 2021 thru Spring 2022
Task G – Goals, Policies, Programs and Quantified Objectives	Fall 2021 thru Spring 2022
Task H – Rezoning [Optional Task at City's discretion]	Fall 2021 thru Spring 2022
Task I – Draft Housing Element and Public Hearings	Summer 2022 thru December 31, 2022
Task J – Final Draft Hearings, Final Adoption and Certification	Fall 2021 thru December 31, 2022
Task K – CEQA Documentation	Fall 2021 thru December 31, 2022
<b>Total</b>	<b>Approximately 16 months</b>

## 3.3 Scope of Services

EMC Planning Group will undertake the following work program to deliver a certified housing element, an updated safety element, and appropriate environmental review for the City of Cupertino.

## Task A – Project Management & Coordination

This task also includes project management and covers communication and coordination between the EMC Planning Group team, City staff, regional collaborators, and HCD. It includes meetings, phone conferences, email exchanges, and other communications. The EMC Planning Group team will attend one (1) kickoff meeting with staff to discuss project goals, issues, availability of reference materials, work product expectations, communications protocols, public outreach program, and site inventory. The team will also meet with staff weekly, and on days that coincide with community outreach and engagement. Finally, this task includes consultation with HCD, which is typically handled with regular phone calls to HCD staff. City staff is expected to be available for meetings with the EMC Planning Group team, to take regular coordination phone calls, and to provide City documents as needed.

Coordination will be initiated detailed, and maintained through development of a timeline/schedule, with milestones, that will lead to HCD certification of the housing element by December 31, 2022. This work will include scheduling for:

- Kickoff meeting with staff to refine the scope of services;
- Identification of major milestones, meetings, and work products;
- Development of strategies to meet the City’s RHNA 6 and the housing element update;
- Response to HCD review comments and City staff review times; and
- Delivery of a draft and final draft housing element, including any subsequent updates to other general plan elements as required by State law.
- Project coordination through certification and finalization of all associated project materials.

### *Deliverables:*

- Weekly Meetings with City Staff
- Workplan/ Schedule

## Task B – Community Education and Engagement

This task involves measures that EMC Planning Group will take to engage the Cupertino community in the housing element update process. The 6th cycle regional housing needs allocation (RHNA) numbers are a sea change for all California communities, and the success of the update process hinges in part on a community outreach and engagement program that is robust, inclusive, and meaningful. COVID-19 has complicated community outreach efforts, but the pandemic has also catalyzed the development of new digital tools that have brought interactive engagement to a new level. One such tool is an all-in-one digital community engagement platform tool called Engagement HQ, or Bang the Table. Additional strategies will evolve specific to the needs of Cupertino, to ensure broad inclusion, particularly of

hard-to-reach groups and special needs populations, with special attention given to communicating information so it is accessible and easy to understand. The Community Engagement Plan will identify translation needs and highlight potential translation services and/or protocols to utilize throughout the housing element update process.

AB 686 law obligates Housing Element updates to incorporate an affirmatively further fair housing (AFFH) approach. With this law, steps must be taken to proactively address segregation in programs and activities related to housing and community development. The regulation mandates that local governments identify meaningful goals to address the location-specific impacts of systemic issues such as residential segregation, housing cost burden, and unequal educational or employment opportunities to the extent these issues create and/or perpetuate discrimination against protected groups.

AB 686 analysis will be incorporated with community education and engagement, with source a portion of material supplied by ABAG on a Countywide basis. Messaging, outreach, contextual awareness, and analysis of proposed meaningful actions are examples of work efforts intended to evolve throughout the process of this update to meet state standards for affirmatively further fair housing.

EMC Planning Group is partnering with Metta Urban Design and Rachel Cain as a cornerstone of its community outreach and engagement program. Using Engagement HQ, the EMC Team will work with City staff to design an interactive engagement plan that allows community members to engage on their own time. Community workshops can span days and include customizable discussion forums, and through the digital platform, discussions can be made available in multiple languages and moderated to weed out any personal attacks, profanity, or off-topic comments. This platform will serve as the internet portal for information regarding the housing element update, key documents, and interactive activities to solicit input at various stages of the process. Engagement on important topics such as policy ideas, site options, the draft Housing Element and environmental reviews will be continuous throughout the process of developing the Housing Element update project.

The following are a sample of the tools available through the *Engagement HQ* platform:

- **Forums.** A safe and interactive space for Cupertino community-members to discuss and debate pertinent issues. The site is moderated to assure safety.
- **Ideas.** These “virtual post-it notes” are a way for Cupertino community-members to share what inspires them. EMC Planning Group staff can then assist in creating virtual stakeholder groups to help the community “grow” their ideas.
- **Places.** Gather feedback and photos directly on a map with a simple “pin” drop.
- **Stories.** Help your community better understand, empathize, and relate to others and to all that contributes to contemplating additional housing in the community.
- **Guestbook.** Simple, streamlined, and moderated space for Cupertino community-members to upload comments.

- **Q&A.** Receive questions in a managed space that accommodates messages through the iterative brainstorming process.
- **Polls.** Ask a single question and get immediate insight with this quick and targeted tool.
- **Surveys.** Encourage Cupertino community-members to voice their opinions in a convenient way that can also help us understand what areas of city need more encouragement to participate. Aggregate data can help the city understand generally who is participating with the outreach tools.

EMC Planning Group's community engagement program will include the following key meetings/consultations:

- Branding & Participation Incentives
- Stakeholder Meetings
- Community Workshops
- Online Focus Groups
- Digital Communication. EMC Planning Group will develop an online engagement platform with content that includes information about the Housing Element/Housing needs, rezoning, environmental review (CEQA), tools and widgets to invite engagement, and an interactive scenario mapping exercise.
- Enhanced and incentivized participation. Web-based tools such as Balancing Act for alternatives mapping, Konveio for interactive document commentary, printing of branded materials, and Giftly local business certificates for raffle and photo contest prizes are included with public engagement expenses. These activities and subscriptions are reflected in the proposed budget.

Meetings:

- Initial Study Session – The project will include one initial joint Planning Commission and City Council Study Session.
- Housing Commission, Planning Commission, and City Council Study Sessions. Housing Commission, Planning Commission and City Council study sessions (two (2) meeting each for a total of six (6) public meetings prior to adoption hearings;
- Stakeholder focus group meeting. Up to three (3) stakeholder focus group meetings. Stakeholder outreach is anticipated to include developers and property owners, citizen groups, block group leaders, and Chamber of Commerce. EMC Planning Group is expected to provide facilitation services, background material, graphics, and presentations. City staff support is assumed for selection of stakeholder group.
- Community Meetings/Workshops. Up to two (2) facilitated community meetings/workshops. Each meeting is anticipated to have an educational element to provide background regarding the housing element update and be organized in a manner that allows for feedback and engagement of break-out groups. EMC Planning Group team to provide facilitation services, background material, graphics, and presentations.

- ABAG/REAP supported Housing Technical Assistance Program and County Collaborative. EMC Planning Group team will coordinate with City staff to make outreach materials available to the public. It is anticipated that the Collaborative will provide a City-specific newsletter and general housing element documents.
- Up to four (4) public hearings (two (2) Planning Commission and two (2) City Council);
- Tribal consultation in compliance with SB 18, including preparing all notices and mailings.
- Optional meetings in addition to the 15 total public meetings listed above are available according to the cost listed with the proposed budget.

As part of this effort, EMC Planning Group will work with City staff to develop a list of organizations that will be contacted to participate in the update process. City staff will be responsible for identifying and/or confirming focus group members and providing EMC Planning Group with appropriate contact information.

### ***Deliverables:***

- Website launch & maintenance
- Announcements for workshops & public hearings
- Draft Community Engagement Plan (Microsoft Word)
- Final Community Engagement Plan ( InDesign and PDF)

## **Task C – Housing and Special Housing Needs**

This task involves quantifying Cupertino’s existing and projected housing needs for all income levels based on the City’s share of the regional housing needs allocation in accordance with Section 65584 of the Government Code.

It is assumed that ABAG’s Regional Housing Technical Assistance Program will provide jurisdiction-specific tables, charts, and a text summary for all required data, including population, demographic, housing, market conditions, and regional comparisons. ABAG/REAP funded County Collaboratives will also provide county-level narratives, which expand on key themes. Data received from ABAG Technical Assistance Program has been created via algorithms. While most of the data is correct and correlates within data sets, there may be some unintentional misstatements. EMC Planning Group will cross-check obvious anomalies in the data, work with staff to verify any questionable assertions, and will pursue verifiable facts when data is crucial to analysis. EMC Planning Group will tailor the data narrative to the City’s specific circumstances, at their discretion and guidance.

EMC Planning Group will also analyze special housing needs based on data from Census 2020 and interviews with social service agencies in the area. Special housing needs will be evaluated for the disabled, elderly, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter.

### ***Deliverables:***

- Draft Housing and Special Housing Needs Analysis (Microsoft Word)
- Final Housing and Special Housing Needs Analysis (InDesign and PDF)

## **Task D – Housing Constraints**

This task includes identification of potential and actual governmental and nongovernmental constraints to the preservation, protection, and production of housing across income levels within the city. This task assumes that ABAG's Regional Housing Technical Assistance Program will provide cross-jurisdictional comparisons necessary for this task, including the comparison of development and permitting fees and processing times. It will also provide write ups of typical countywide non-governmental constraints, including community opposition to housing, cost of construction, limited availability of land and other topics. As is the case with the assessment of housing needs described above, EMC Planning Group anticipates some limited amount of time to tailor the work provided by regional collaborators.

### ***Deliverables:***

- Draft Assessment of Constraints (Microsoft Word)
- Final Assessment of Constraints (InDesign and PDF)

## **Task E – Existing Housing Element**

This task involves the review of Cupertino's current housing element to identify the City's success in accomplishing/implementing housing goals, policies and programs. This review includes explanations and updates for goals, policies, or programs that are in progress, that have been abandoned, or that have proven ineffective. EMC Planning Group will make use of materials provided in the City's annual progress report to HCD.

### ***Deliverables:***

- Document Research
- Draft Review of Existing Housing Element (Microsoft Word)
- Final Review of Existing Housing Element (InDesign and PDF)

## Task F – Housing Sites Inventory

This task involves the preparation of an inventory of vacant and underutilized sites that demonstrates Cupertino's capacity to accommodate its RHNA. This includes identifying safe assumptions, evaluating sites, and analyzing potential policy strategies to increase site capacity, demonstrating development viability and inputting the information into HCD's electronic form for submittal (via ABAG's site selection tool: HESS) with the updated element. As discussed in the Approach and Methodology section above, EMC Planning Group anticipates that this will be the most significant area of work for the update process, and EMC's Ande Flower will use his familiarity with the HESS tool to its best advantage. With each iteration of the tool, opportunities emerge for education and analysis for using the maps and exported data files from the HESS tool. Evolution of the tool will expand options for tool communication effectiveness over time.

In consultation with staff and elected and appointed officials, EMC Planning Group will prepare the sites inventory section of the Housing Element, demonstrating how Cupertino will satisfy its RHNA in each income category, complying with AFFH rules. This includes identifying safe assumptions, evaluating sites, analyzing potential policy strategies, and proposing context-based updates to development standards to increase site capacity and demonstrate development viability (per State law).

### *Deliverables:*

- Incorporation of potential sites into the Balancing Act for public input for strategy prioritization
- Presence at up to 6 public hearings (Housing Commission, Planning Commission, City Council)
- Preparation of Sites Inventory
- Electronic submittal to HCD

## Task G – Goals, Policies, Programs and Quantified Objectives

This task involves the review of Cupertino's current housing element to identify the City's success in accomplishing/implementing housing goals, policies and programs. This review includes explanations and updates for goals, policies, or programs that are in progress, that have been abandoned, or that have proven ineffective. EMC Planning Group will make use of materials provided in the City's annual progress report to HCD.

This task involves preparation of the housing element document, which includes collating materials developed in the previous tasks, plus:

- Updating housing, population, demographic, and employment data to coincide with recent ABAG growth projections and Census data;
- Undertaking an analysis that affirmatively furthers fair housing, in compliance with Assembly Bill 686 (Affirmatively Furthering Fair Housing);

- Updating housing goals and policies to address compliance with State law and effectively responds to the housing needs, constraints, and key priorities identified through data gathering and analysis and the public participation process; and
- Preparing an implementation program, including quantified objectives, to address housing needs for all income levels, seniors, veterans, populations with disabilities, or special needs, and those experiencing homelessness.

EMC Planning Group will prepare and submit an administrative draft housing element for City staff review. City Staff will provide a comprehensive set of recommended changes. Once edits are complete, the team will then prepare a public review draft housing element that is made available to the public and presented to Housing Commission, Planning Commission, and City Council. EMC Planning Group will prepare PowerPoint presentations and attend meetings/hearings. Based on Housing Commission, Planning Commission, and City Council input, the team will then prepare a HCD review draft and submit it to HCD for the mandated review.

This task involves working closely with HCD and City Staff to respond to comments and produce a final draft housing element for final adoption. EMC Planning Group will prepare PowerPoint presentations and present the final draft document at public hearings before the Planning Commission and before the City Council (three (3) hearings total). The team will then prepare the final adopted housing element, including any changes from the public hearings, and submit it to HCD for final certification. It will also distribute the document to the applicable water/sewer district and the California Office of Planning and Research.

### ***Deliverables:***

- Draft Policy & Program Recommendations (Microsoft Word)
- Final Policy & Program Recommendations (InDesign and PDF)

## **Task H – Rezoning [Optional Task at City’s discretion]**

This task Based on the sites analysis, the consultant will work with City staff to identify potential areas for rezoning, if necessary. This must include consideration of the State requirement for maintaining an adequate housing sites inventory throughout the eight-year planning period. Zoning updates associated with the Heart of the City Specific Plan may be necessary for the City’s primary commercial corridor to ensure that all sites that are identified as Priority Housing Sites are appropriately situated for housing development projects. The extent of rezoning is unclear at this point, but it is anticipated that rezoning will be necessary to maintain a sites inventory throughout the eight-year planning period.

### ***Deliverables:***

- Community Outreach including Public Workshops
- Elected & Appointed Official Engagement

- Assessment of the Heart of the City planning area
- Draft Update to Zoning and Heart of the City Specific Plan (Word)
- Final Update to Zoning and Heart of the City Specific Plan (InDesign and PDF)

## **Task I – Draft Housing Element and Public Hearings**

This task involves preparation of the housing element document, which includes collating materials developed in the previous tasks, plus:

- Updating housing, population, demographic, and employment data to coincide with recent ABAG growth projections and Census data;
- Undertaking an analysis that affirmatively furthers fair housing, in compliance with Assembly Bill 686;
- Updating housing goals and policies to address compliance with State law and effectively responds to the housing needs, constraints, and key priorities identified through data gathering and analysis and the public participation process;
- Notifying the State Clearinghouse; and
- Preparing an implementation program, including quantified objectives, to address housing needs for all income levels, seniors, veterans, populations with disabilities, or special needs, and those experiencing homelessness.

EMC Planning Group will prepare and submit an administrative draft housing element for City staff review. At City Staff's request, the draft Housing Element may be submitted to the City in different sections to accommodate the City's schedule. City Staff will provide a single comprehensive set of recommended changes. Once edits are complete, the team will then prepare a public review draft housing element that is made available to the public and presented to Housing Commission, Planning Commission, and City Council. EMC Planning Group will prepare PowerPoint presentations and attend meetings/hearings. Based on Planning Commission, and City Council input, the team will then prepare a HCD review draft and submit it to HCD for the mandated review. The Planning Department staff and/or City Attorney shall review all material prior to distribution and provide direction on local practice & City process.

This task involves working closely with HCD and City Staff to respond to comments and produce a final draft housing element for final adoption. EMC Planning Group will prepare PowerPoint presentations and present the final draft document at public hearings before the Planning Commission and before the City Council (two (2) hearings total). Optional additional meetings of each of these types are included with the budget proposal.

EMC Planning Group will then prepare the final adopted housing element, including any changes from the public hearings, and submit it to HCD for final certification. EMC Planning Group will also distribute the document to the applicable water/sewer district and the California Office of Planning and Research.

***Deliverables:***

- Administrative Draft (Microsoft Word)
- Draft Housing Element (InDesign and PDF)
- PowerPoint Presentations
- Public Hearings (2 Housing Commission, 2 Planning Commission)
- Submittal to HCD
- Finalization of Documentation

**Task J – Final Draft Hearings, Final Adoption and Certification**

This task involves working closely with HCD and City Staff to respond to comments and produce a final draft housing element for final adoption. EMC Planning Group will prepare PowerPoint presentations and present the final draft document at public hearings before the Planning Commission and before the City Council (two (2) hearings total). The team will then prepare the final adopted housing element, including any changes from the public hearings, and submit it to HCD for final certification. It will also distribute the document to the applicable water/sewer district and the California Office of Planning and Research.

***Deliverables:***

- Draft Final Housing Element (Microsoft Word)
- Final Housing Element for publication (InDesign and PDF)
- PowerPoint Presentations
- 2 City Council Public Hearings
- Submittal of Housing Element to HCD and required agencies
- Submittal of electronic sites inventory to HCD

## Task K – CEQA Documentation

This task involves the preparation, posting, and filing all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a Mitigated Negative Declaration (or other CEQA determinations as applicable), response to comments, mitigation measures, mitigation monitoring program, and notice of completion to be filed with Governor’s Office of Planning and Research and the Santa Clara County Clerk. In addition, the Consultant or Consultant Team will be responsible for preparing all notices and mailings for AB 52 (Tribal Consultation in CEQA process). This proposal assumes that CEQA review will be limited to the preparation of an initial study/mitigated negative declaration, with an optional contingency budget to cover costs for a full Environmental Impact Report.

### *Deliverables:*

- Technical reports required for CEQA analysis
- Draft CEQA documentation (Microsoft Word)
- Final CEQA documentation (InDesign and PDF)

### Work Products

The following are deliverable details that EMC Planning Group is committed to providing through the course of its work program.

1. Workplan/ Schedule – The EMC Planning Group team will develop a schedule with goals and timeframes, to be updated quarterly.
2. Public Outreach & Education – The EMC Planning Group team will work with staff to develop a public engagement plan that includes project roles, outreach activities, target audiences, and schedule. EMC Planning Group will produce a draft and final public engagement plan in word. Particular emphasis will be given to support participation of residents & others who do not typically attend public meetings and become involved in City issues.
3. Meeting Facilitation– The EMC Planning Group team will work with staff to identify the appropriate number of meetings with City staff, educational workshops with community groups, and Planning Commission & City Council workshops & public hearings.
4. Preparation of any background technical reports. The EMC Planning Group team will identify whether technical background reports will be prepared in-house or by subcontractors. The majority of technical reports required for CEQA analysis will be prepared in-house, with the exception of transportation analysis, which will be provided by subconsultant Hexagon Transportation Inc.
5. Preparation of Announcements – The EMC Planning Group team will prepare announcements for workshops & public hearings. City staff will be responsible for preparing official notices, drafting staff reports for hearings, resolutions & ordinances. The Planning Department staff and/or City Attorney shall review all administrative draft documents prior to distribution & provide direction on local practice & City process.
6. Environmental Review – Completion of all CEQA analysis will be provided by The EMC Planning Group team, including the discussion of all issue areas, evaluation of environmental impacts, identification of potential mitigation measures, analysis of appropriate project alternatives, statement of facts & findings, and Statement of Overriding Considerations, if required.

7. Draft Housing Element – The EMC Planning Group team will work with City staff, the City Council and the Planning Commission in drafting the update to the Housing Element. Clear concise graphics, charts, and maps are necessary to communicate the policy concepts to the Community. The EMC Planning Group team will develop a program to encourage public review of draft Housing Element & Environmental/CEQA analysis.
8. Adoption of Housing Element – The EMC Planning Group team will present the Housing Element Update to the Planning Commission at up to two (2) public hearings. Additional hearings may be provided according to the optional task listed with the proposed budget. The consultant shall present the Final Draft of the Housing Element Update for up to two (2) presentations to the Council, having incorporated the public comments received with a single comprehensive set of recommended changes provided by City Staff following the Planning Commission hearings. City Council presentations beyond two (2) will be provided according to the optional task listed with the proposed budget.
9. Preparation of the Final Housing Element – The EMC Planning Group team will make all necessary revisions to the Housing Element Update document as guided with a single comprehensive set of recommended changes provided by City Staff.
10. Format of the Final Housing Element – The EMC Planning Group team will prepare a final, camera-ready copy of the Housing Element text, a copy of the same on a disk in a Word version format. Final Plan text, maps, and illustrations shall be submitted in an electronic format (Adobe pdf).

### 5.1 Budget Narrative

The EMC Planning Group budget includes estimated hours and not-to-exceed fees related to each task listed, and software mentioned in Section 3.3 for EMC Planning Group staff and sub-consultants. EMC Planning Group invoices according to time and materials. The full support role that ABAG and the Santa Clara Collaborative may serve to enable cost savings remains unknown at the drafting of this proposal. Future cost-savings to be realized from regional support mentioned above will be carried over and credited to the City of Cupertino.

### 5.2 Optional Services

EMC Planning Group Team offers the following optional services that may be instrumental in successfully achieving consensus, and/or certification through this planning process to update the housing element.

#### Task L – CEQA Environmental Impact Report (EIR)

This task would only be recommended in the event that a full Environmental Impact Report will be necessary for zoning and/or General Plan updates. A scope for preparation of the EIR is available upon request. This fee proposal includes a not-to-exceed dollar amount for EIR completion.

#### Task M – Rezoning

This task would only be recommended in the event that programs for the Housing Element update include necessary updates to the General Plan Land Use Element, a specific plan such as the Heart of the City Specific Plan, and/or zoning code.

#### Task N – In-depth Site Analysis

This task is recommended for visualizing sites with alternative development approaches to make informed decisions rooted in an understanding of feasibility and character. The fee amount relates to each unique site.

## **Task O – Additional Community Workshop Meetings**

Meetings in addition to the Community Workshop meetings listed within Section 3.3 for any timeline for the project may be requested at City Staff's discretion.

## **Task P – Additional Stakeholder, Commission, or Council Meetings**

Meetings in addition to the Stakeholder, Housing Commission, Planning Commission, or City Council meetings listed within Section 3.3 for any timeline for the project may be requested at City Staff's discretion.

## **5.3 Conflict of Interest Disclaimer**

EMC Planning Group has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under an Agreement resulting from this proposal.

Cupertino Housing Element Budget

	LABOR (HOURS)																	EXPENSES		BUDGET						
	EMC Planning Group						ELS			Circle Up	Metta	NV-Communication		Rachel	Translation	Gela	Hexagon									
	Senior Principal	Principal	Principal Planner	Associate Planner	CEQA Staff	Production	Principal in Charge	Principal	Associate	Equity Educator	Graphic Design/ Branding	Communication Specialist	Communication Support	Digital Content & Communications Management	Language Connections	Video Production	Transportation Analyst President									
	\$250	\$225	\$200	\$150	\$155	\$115	\$185	\$185	\$155	\$200	\$120	\$250	\$115	\$145	\$80	\$150	\$290	Expense	Cost	Labor (\$)	Expenses (\$)	Subtotal (\$)	10% Markup*	20% Contingency	Subtotal (\$)	
Task A – Project Management & Coordination																										
Subtotal Task 1 (Hours)		6	120	50		12	5	5		10	50	10	8	50	4	5	2									
Subtotal Task 1 (Cost)		\$1,350	\$24,000	\$7,500		\$1,380	\$925	\$925		\$2,000	\$6,000	\$2,500	\$920	\$7,250	\$320	\$750	\$580			\$56,400	\$0	\$56,400	\$2,355	\$11,280	\$70,035	
Task B – Community Education and Engagement																										
Subtotal Task 2 (Hours)		27	112	85		25	20	26	18	60	80	18	8	390	100	85		Tech, certificates,								
Subtotal Task 2 (Cost)		\$6,075	\$22,400	\$12,750		\$2,875	\$3,700	\$4,810	\$2,790	\$12,000	\$9,600	\$4,500	\$920	\$56,550	\$8,000	\$12,750			\$21,000	\$159,720	\$21,000	\$180,720	\$13,950	\$36,144	\$230,814	
Task C – Housing and Special Housing Needs																										
Subtotal Task 3 (Hours)		11	64	59			8			12																
Subtotal Task 3 (Cost)		\$2,475	\$12,800	\$8,850			\$1,480			\$2,400										\$28,005	\$0	\$28,005	\$388	\$5,601	\$33,994	
Task D – Housing Constraints																										
Subtotal Task 4 (Hours)		6	35							15		15	5	8												
Subtotal Task 4 (Cost)		\$1,350	\$7,000							\$3,000		\$3,750	\$575	\$1,160						\$16,835	\$0	\$16,835	\$849	\$3,367	\$21,051	
Task E – Existing Housing Element																										
Subtotal Task 5 (Hours)		5	36	28						9																
Subtotal Task 5 (Cost)		\$1,125	\$7,200	\$4,200						\$1,800										\$14,325	\$0	\$14,325	\$180	\$2,865	\$17,370	
Task F –Sites Inventory																										
Subtotal Task 6 (Hours)		20	140	65										36												
Subtotal Task 6 (Cost)		\$4,500	\$28,000	\$9,750										\$5,220						\$47,470	\$0	\$47,470	\$522	\$9,494	\$57,486	
Task G – Goals, Policies, Programs and Quantified Objectives																										
Subtotal Task 7 (Hours)	1	20	60	40		12																				
Subtotal Task 7 (Cost)	\$250	\$4,500	\$12,000	\$6,000		\$1,380														\$24,130	\$0	\$24,130	\$138	\$4,826	\$29,094	
Task H – Rezoning [Optional Task at City's discretion-see Tasks O & P for budget]																										
Subtotal Task 8 (Hours)	[Optional Task at City's discretion-see Tasks O & P for budget]																									
Subtotal Task 8 (Cost)	[Optional Task at City's discretion-see Tasks O & P for budget]																									
Task I – Draft Housing Element and Public Hearings																										
Subtotal Task 9 (Hours)	2	12	90	50		30					20															
Subtotal Task 9 (Cost)	\$500	\$2,700	\$18,000	\$7,500		\$3,450					\$2,400								Travel & stay	\$5,000	\$34,550	\$5,000	\$39,550	\$1,085	\$7,910	\$48,545
Task K – CEQA Documentation																										
Subtotal Task 10 (Hours)	6	5	4	9	290	15								12			40									
Subtotal Task 10 (Cost)	\$1,500	\$1,125	\$800	\$1,350	\$44,950	\$1,725								\$1,740			\$11,600			\$64,790	\$0	\$64,790	\$1,507	\$12,958	\$79,255	
TOTAL ESTIMATED HOURS	#REF!	112	661	386	290	94	33	31	18	106	150	43	21	496	104	90	42								\$0	
TOTAL ESTIMATED LABOR BUDGET	\$2,250	\$25,200	\$132,200	\$57,900	\$44,950	\$10,810	\$6,105	\$5,735	\$2,790	\$21,200	\$18,000	\$10,750	\$2,415	\$71,920	\$8,320	\$13,500	\$12,180			\$446,225	\$26,000	\$472,225	\$20,973	\$47,223	\$587,643	
TOTAL LABOR BUDGET PER FIRM					\$273,310				\$14,630	\$21,200	\$18,000	\$10,750	\$13,165	\$71,920	\$8,320	\$13,500	\$12,180									

OPTIONAL TASKS																											
Task L - CEQA Environmental Impact Report																											
Provide complete analysis for EIR																											
Subtotal Task 11 (Hours)	1	3	40	20	450												7										
Subtotal Task 11 (Cost)	\$250	\$675	\$8,000	\$3,000	\$69,750												\$2,030		\$0	\$83,705	\$0	\$83,705	\$203	\$8,371	\$92,279		
TOTAL OPTIONAL TASK U PER FIRM	\$81,675																										
Task M - Rezoning <i>Heart of the City</i> Specific Plan																											
\$0																											
Provide updates to zoning and Land Use Element consistent with Housing Element update (cost assumes project in tandem with Housing Element update).																											
Subtotal Task 12 (Hours)	1	75	95	100	60					25																	
Subtotal Task 12 (Cost)	\$250	\$16,875	\$19,000	\$15,000	\$6,900					\$3,000								\$0	\$61,025	\$0	\$61,025	\$990	\$6,103	\$68,118			
TOTAL OPTIONAL TASK W PER FIRM	\$58,025										\$9,900																
Task N - In-depth site analysis																											
\$0																											
Provide yield redevelopment analysis for commercial sites (cost per site).																											
Subtotal Task 13 (Hours)							17	30	9																		
Subtotal Task 13 (Cost)							\$3,145	\$5,550	\$1,395									Printing	\$250	\$10,090	\$250	\$10,340	\$1,034	\$1,034	\$12,408		
TOTAL OPTIONAL TASK W PER FIRM							\$10,090																				
Task O - Additional Community Workshop meetings (cost per meeting)																											
Provide additional meetings (cost per meeting).																											
Subtotal Task 13 (Hours)	1	10	20	15		10	12	20	9	8	12	10	4	6	10												
Subtotal Task 13 (Cost)	\$250	\$2,250	\$4,000	\$2,250		\$1,150	\$2,220	\$3,700	\$1,395	\$1,600	\$1,440	\$2,500	\$460	\$870	\$800			Printing	\$250	\$24,885	\$250	\$25,135	\$1,639	\$2,514	\$29,287		
TOTAL OPTIONAL TASK W PER FIRM	\$9,900						\$7,315			\$1,600	\$1,440	\$2,960		\$870	\$800												
Task P - Additional Stakeholder, Commission, or Council meetings (cost per meeting)																											
Provide additional meetings (cost per meeting).																											
Subtotal Task 13 (Hours)	1	8	12	12		3																					
Subtotal Task 13 (Cost)	\$250	\$1,800	\$2,400	\$1,800		\$345												Printing	\$250	\$6,595	\$250	\$6,845	\$60	\$685	\$7,589		
TOTAL OPTIONAL TASK X PER FIRM	\$6,595																										

NOTES:  
a. 10% Markup does not include EMC Planning Group labor.  
b. This proposal is valid for 90 days

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## EMC Planning Group Resumes

A

APPENDIX



## Teri Wissler Adam

VICE PRESIDENT/SENIOR PRINCIPAL

### PROFESSIONAL EXPERIENCE

Ms. Wissler Adam joined the firm in 1991 and has been a principal since 2001. Her area of expertise is in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

Ms. Wissler Adam directs the CEQA and NEPA compliance projects for the firm. She has been responsible for a large variety of private projects, including residential, commercial, industrial, mixed-use, and large specific plan and general plan projects. She has also managed several projects for public facilities, such as recycled water projects, roadway projects, bikeway projects, bridge projects, elementary schools, high schools, and college campuses, and other public facilities, such as health clinics, landfills, child development centers, and federal research facilities. She has represented public clients throughout Monterey County, San Benito County, Santa Clara County, Merced County, San Luis Obispo County, San Mateo County, Santa Cruz County, and as far south as Los Angeles County.

### EDUCATION

B.S. California Polytechnic State University  
at San Luis Obispo, Business  
Administration, Concentration in  
Environmental Management, 1991

### PROFESSIONAL ACHIEVEMENTS

- Presenter, CEQA Seminar, Lorman Education Services
- Presenter, CEQA Workshop, Association of Environmental Professionals
- Member, Association of Environmental Professionals
- Contributor, *Environmental Mitigation Handbook*, California's Coalition for Adequate School Housing, February 2009
- Past Director/President/Newsletter Editor, Monterey Bay Area Chapter, Association of Environmental Professionals

### PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals



## Ande Flower, AICP, MUP

### PRINCIPAL PLANNER

#### PROFESSIONAL EXPERIENCE

Mr. Flower joined EMC Planning Group in 2021, and has been working in the planning field since 2005. His professional experience includes project management in the municipal and private sectors. Ande is skilled in the analysis of complex development requests, ordinance updates, and the delivery of compelling presentations to Commissions, City Council, agencies, the business community, and residents.

Prior to joining the company, Ande was principal planner for the cities of Monterey, CA and Lake Forest Park, WA where he gained extensive hands-on experience in processing review for mixed-use housing developments. In each City, reviews resulted in well-regarded design with evolved community support.

While working with the City of Monterey, he created opportunities for affordable housing in Monterey with new Overlay districts, access to water through advocacy, and relationship-building with developers and community leaders. During his tenure at City of Lake Forest Park, he managed both long range and current planning activities to effectively encourage infill development proposals while respecting ecological habitat. In the private sector of Seattle (MAKERS), Ande spearheaded creation of objective design standards for Vancouver, WA.

#### EDUCATION

- M.U.P. University of Washington at Seattle, WA, Urban Planning, 2006
- B.A. University of Washington at Tacoma, WA (Graduated Magna Cum Laude), Urban Studies, 2004
- University of Florida at Gainesville, FL, Architecture Coursework, 1989 - 1993

#### PROFESSIONAL ACHIEVEMENTS

- HUD-sponsored Design-Build for Yakama Nation, led by architect Michael Pyatok

#### CERTIFICATES AND TRAINING

- Urban Design Certificate, University of Washington – Seattle
- Historic Preservation Certificate, University of Washington – Seattle
- GIS Certificate, University of Washington – Tacoma
- AICP - American Institute of Certified Planners, Professional Certification, since 2015



## Martin Carver, MRP, AICP

PRINCIPAL

### PROFESSIONAL EXPERIENCE

Mr. Carver joined EMC Planning Group in 2019 on a part-time basis, after years of providing services to EMC Planning Group on an ad hoc basis. Mr. Carver is a certified planning professional with over 35 years of professional planning and project management experience. His experience has focused on the preparation of comprehensive plans, housing elements, land use planning, energy and climate analysis, and zoning regulation. It also includes development of the Gonzales General Plan, General Plan EIR, and Climate Action Plan, as well as housing elements, CEQA initial studies, and zoning/municipal code revisions. Finally, Mr. Carver has years of CEQA and NEPA experience and has prepared a full range of environmental documentation for local jurisdictions.

Mr. Carver is currently working on the San Juan Bautista Housing Element Update, San Juan Bautista zoning code revisions, a supplemental EIR for King City's Downtown Addition Specific Plan, SB 2 applications for Sand City and the City of Gustine, and various smaller projects. His project responsibilities include project management, municipal code revisions, and public participation.

### EDUCATION

M.R.P. Cornell University, Ithaca, New York,  
Regional Planning

B.A. University of California, Santa Cruz,  
Environmental Studies

B.A. University of California, Santa Cruz,  
Politics

### PROFESSIONAL CERTIFICATION

AICP - American Institute of Certified Planners,  
Professional Certification

### PROFESSIONAL ASSOCIATIONS

- Member, American Institute of Certified Planners
- Member, American Planning Association



**Richard K. James, AICP, MUP**  
PRINCIPAL

## PROFESSIONAL EXPERIENCE

Mr. James has been with the firm since 1998 and has been a principal since 2016. He manages planning, design, and environmental projects. His experience includes preparation of zoning and coastal implementation codes, housing elements, environmental documents in compliance with the California Environmental Quality Act (CEQA), policy documents, fee and economic development studies, and community design standards, as well as municipal project management. Mr. James manages project budgets, work flow, schedules, and sub-consultants. He provides ongoing client and stakeholder contact as project manager, conducts research, writes and edits documents, and presents project reports at public hearings.

Mr. James's specific expertise includes air quality, housing, landscaping, alternative transportation, land use, water supply, and water quality. His environmental documents have analyzed a wide variety of projects and issues, including residential, commercial, and mixed use developments; annexations and area plans; golf courses; park and school facilities; and public works improvements, among others. Mr. James has represented private development projects and overseen the municipal end of processing land development projects.

## EDUCATION

M.U.P. San Jose State University,  
Urban Planning, 1997

B.S. California Polytechnic State University at  
San Luis Obispo, Ornamental  
Horticulture, 1980

## PROFESSIONAL CERTIFICATION

AICP - American Institute of Certified Planners,  
Professional Certification, 2002-Present

## PROFESSIONAL ACHIEVEMENT AND AWARD

- Award, *Sand City Vibrancy Plan*, 2020
  - Economic and Planning Development Award of Merit-American Planning Association, California Chapter, Northern Section, 2020
- Award, *Fort Ord Reuse Plan Reassessment*, 2012
  - Best Practices Award of Merit-American Planning Association, California Chapter, Northern Section, 2013

## PROFESSIONAL ASSOCIATIONS

- Member, American Institute of Certified Planners
- Member, American Planning Association
- Member, Association of Pedestrian and Bicycle Professionals



## Shoshana Wangerin

ASSOCIATE PLANNER

### PROFESSIONAL EXPERIENCE

Ms. Wangerin joined the firm in 2017. Her responsibilities include writing initial studies and environmental impact reports in compliance with the California Environmental Quality Act (CEQA), providing contract staff support to governmental agencies, assisting with public outreach programs, and providing private clients with permit processing and entitlement assistance, constraints analysis, land use assessments, and feasibility analyses.

Prior to joining EMC Planning Group, Ms. Wangerin worked for the City of Carmel-by-the-Sea in the Community Planning and Building Department. Her responsibilities included assisting with preliminary plan check review for building and planning applications, conducting preliminary site assessments on residential properties, and conducting preliminary design reviews in residential and commercial areas. Ms. Wangerin's experience also includes completing an internship with BuildingWise, LLC, a private consulting firm that assists organizations with commercial structures' LEED certification.

### EDUCATION

B.S. California State University Monterey Bay, Environmental Science Technology and Policy, Emphasis in Ecology and Natural Resources, 2014

### TRAINING

- ESRI ArcGIS Map Making and Spatial Analysis Course

### PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals

**EXHIBIT D**  
***Insurance Requirements***  
***Design Professionals & Consultants Contracts***

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

**INSURANCE POLICIES AND MINIMUMS REQUIRED**

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
  - a It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
  - b Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
  - c The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.  
/ *Not required. Consultant has provided written verification of no employees.*
4. ***Professional Liability*** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or **\$2,000,000** aggregate. If written on a claims made form:
  - a The Retroactive Date must be shown and must be before the Effective Date of the Contract.
  - b Insurance must be maintained for at least five (5) years after completion of the Services.
  - c If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

## **OTHER INSURANCE PROVISIONS**

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

### ***Additional Insured Status***

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers (“Additional Insureds”) are to be covered as additional insureds on Consultant’s CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant’s insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

### ***Primary Coverage***

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant’s insurance and shall not contribute to it.

### ***Notice of Cancellation***

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

### ***Waiver of Subrogation***

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

### ***Deductibles and Self-Insured Retentions***

Any deductible or self-insured retention must be declared to and approved by the City. At City’s option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

### ***Acceptability of Insurers***

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

### ***Verification of Coverage***

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

### ***Subconsultants***

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant’s insurance policies.

### ***Higher Insurance Limits***

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

### ***Adequacy of Coverage***

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	CONTACT NAME: Monique Thanos, CIC PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL ADDRESS: moniquet@carmelinsurance.com
INSURED EMC Planning Group, Inc. 301 Lighthouse Avenue Suite C Monterey CA 93940	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Nationwide Mutual INSURER C: Republic Indemnity INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: GL, Auto, WC, Excess

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Deductible/Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			FEIECC2432503	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3098546333	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			FEIEXS2432603	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			18205511	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Retroactive Date 8/22/02			FEIECC2432503	12/01/2020	12/01/2021	Each Wrongful Act/Claim \$2,000,000 General Aggregate Limit \$2,000,000 Deductible/Wrongful Act \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

EMC Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey CA 93940	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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