

CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
ECONOMIC & PLANNING SYSTEMS, INC.

This Professional Services Agreement (“Agreement”) is made and effective as of January 1, 2026 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and Economic & Planning Systems, Inc. (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the Services are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Consultant’s Proposal attached hereto as Exhibit A (“Services”), incorporated herein as though set forth in full.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant’s ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$49,665 (not including optional tasks).

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City’s written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant’s Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without

the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, to the extent arising out of negligent acts, errors or omissions in the performance of professional services by Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall

have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and

regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
 Attention: Community Development Department
 5050 Clark Avenue
 Lakewood, California 90712

To Consultant: Economic & Planning Systems, Inc.
 800 Wilshire Boulevard, Suite 410
 Los Angeles, California 90017

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations

set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

23. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

25. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

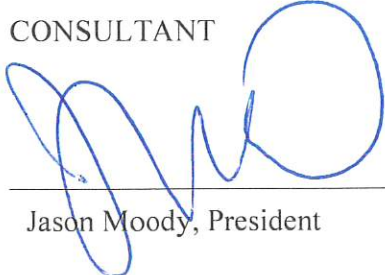
[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD



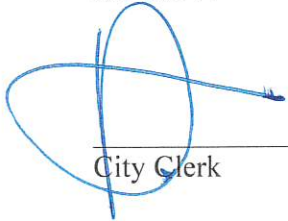
Mayor

CONSULTANT



Jason Moody, President

ATTEST:



City Clerk

CONSULTANT



Darin Smith, Secretary

APPROVED AS TO FORM:

(by) 

City Attorney

Attachments:

- Exhibit A Consultant's Proposal
- Exhibit B Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL



**Economic & Planning
Systems, Inc.**
The Economics of Land Use

City of Lakewood Inclusionary Housing Fee Feasibility Study

PROPOSAL

Prepared for:
City of Lakewood

Prepared by:
Economic & Planning Systems, Inc.

May 22, 2025

EPS #254024

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1. Cover Letter

May 22, 2025

Mr. Paul Kuykendall
Senior Planner
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

**Subject: Proposal to Prepare Inclusionary Housing Fee Feasibility Study; EPS
#254024**

Dear Mr. Kuykendall:

Economic & Planning Systems, Inc. (EPS) is pleased to submit this proposal to prepare an inclusionary housing fee feasibility for the City of Lakewood ("City"). EPS understands that the City is requesting these studies to inform policy actions identified in its Housing Element that can support the development of affordable housing units in the City.

Founded in 1983, EPS is a land use economics consulting firm with a staff of 46 technical professionals across offices in Los Angeles, Oakland, Sacramento, and Denver. EPS's practice is at the forefront of evolving affordable housing policy. We have developed a robust technical and analytical framework for evaluating the demands for affordable housing, and our broader practice in housing and residential real estate development allows us to ensure that inclusionary housing policies are effectively integrated with other financing mechanisms and resources.

EPS also applies a deep understanding of real estate economics and land use planning to ensure housing policies and related regulatory requirements effectively balance the requirement for meeting housing needs with the feasibility of new development. The firm has produced studies and ordinances for inclusionary housing programs in California jurisdictions for more than 30 years, including related recent work for the Gateway Cities Council of Governments, as well as cities of El Segundo, Gardena, and Riverside.

EPS does not have any conflict of interest in carrying out consultant services for the City of Lakewood. The firm does not have any litigation in the past five years.



**Economic & Planning
Systems, Inc.**
The Economics of Land Use

The following proposal contains EPS's proposed work program, schedule, and budget, as well as more information on the firm's experience and staff expertise. We are happy to address any questions you may have and modifications to the scope of work and budget that better suit your needs. You can reach me at dsmith@epsys.com or 510-841-9190. We look forward to hearing from you.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.

A handwritten signature in blue ink that reads 'Darin Smith'. The signature is fluid and cursive, with the first name 'Darin' and last name 'Smith' clearly distinguishable.

Darin Smith
Managing Principal

2. Proposal

Project Understanding and Scope

The following section describes the work program proposed by EPS to support the City in studying the feasibility of an inclusionary housing program and associated fees. Given the iterative nature of this process, and the variety of technical issues that may arise, various elements of this Work Program may need to be updated as the process unfolds.

Task 1: Project Initiation and Project Management

EPS will participate in a project initiation kick-off meeting via videoconference with City staff to discuss the context of the Project and the specific objectives. The primary goal of this meeting is to finalize the scope, including the methodology, deliverables, project schedule, and other project related issues.

EPS will use this opportunity to identify and request existing data, documents, and other pertinent information that City staff can provide. EPS will also review existing housing legislation, relevant sections of the Housing Element, such as Program A-6, and other guidelines before the meeting, to facilitate a discussion with staff about the current context, existing implementation, and the City's goals for affordable housing development. The interaction of a local inclusionary housing program with State law will also be discussed, including the density bonus law and other factors. In addition, EPS will seek any recommendations that the City can provide regarding stakeholders with whom EPS should communicate, such as locally active developers, landowners, advocacy groups, etc.

EPS's approach to client engagement is to maintain open lines of communications. As such, EPS staff will remain in regular communication with City staff and other stakeholders throughout the process by phone, e-mail, and other means to provide progress updates, preliminary findings, and address any questions or concerns that arise. EPS will schedule a recurring bi-weekly check-in meeting with staff on a regular basis to facilitate communication.

Task 2: Inclusionary Housing Fee Feasibility Study

Task 2.1: Comparative Analysis of Inclusionary Policies and In-Lieu Fees

EPS will survey inclusionary programs in up to six (6) cities comparable to Lakewood, with an emphasis on cities within the Gateway Cities Council of Governments subregion and the Southern California Associate of Governments region. The set of comparable cities will be established in consultation with City

staff. The survey will include information on inclusionary requirements and income levels, alternative means of compliance, project size thresholds, and any incentives or exemptions. Additionally, the survey will include information on impact fees collected, how impact fees have been modified, what ordinances have been adopted, what strategies have been adopted to improve development feasibility, and the level of staff administration necessary to implement various strategies. The findings of this survey will be included in the task deliverable described below.

Subtask 2.2: Housing Prototypes and Inclusionary Scenarios

Drawing on feedback provided at the project initiation meeting and preliminary research on local development conditions, EPS will develop a set of up to four (4) ownership and rental housing prototypes for feasibility analysis that will be vetted with City staff. Additionally, EPS will determine (3) inclusionary requirements for testing percent of units and fee modifications based on the comparative analysis of inclusionary policies of cities in the region, with City staff. EPS will also determine the applicability requirements and alternative methods of compliance. EPS will discuss these alternatives with staff and make any desired adjustments before applying them to the housing prototypes.

Task 2.3: Economic Feasibility Methodology and Analysis

EPS will develop a report that summarizes the methodology for modeling potential impacts of an inclusionary requirement and fee on market rate development and the availability of affordable housing. The report will include an overview of the project, the questions EPS will research and explore, and the approach EPS will take to answer the research questions.

Upon approval by the City, EPS will conduct research of the local housing market prices and development costs for both market rate and affordable housing by housing prototype, recent construction and pipeline projects, land pricing, required developer profit, and other trends reflecting housing and real estate inputs. This research will include targeted outreach to local developers and investors identified at the project initiation meeting to vet these inputs.

EPS will assemble a set of “static” pro forma financial models representing the identified housing prototypes, and use these models to assess the development feasibility of these prototypes under the identified inclusionary policy scenarios. The resulting feasibility for each prototype under each inclusionary scenario will be compared to each other as well as to a minimum market feasibility metric established through research and stakeholder input. The models will additionally be constructed to allow for sensitivity analysis for various key inputs. In addition, the model will allow EPS to calculate the associated in-lieu fees for each inclusionary requirement scenario, based on the subsidy that would be required to

support the construction of affordable units if a developer does not provide such units on-site. The model will also allow EPS to evaluate the financial impact of various fee modification strategies.

Deliverables: EPS will produce a Draft Inclusionary Feasibility Report for review and comment by City staff. The Report will include an executive summary containing key findings; description of the technical analysis; recommendations for an inclusionary housing program; summary of research on inclusionary programs and impact fees in comparable jurisdictions; and all associated table sets. EPS will accept one round of comments from City staff, and will incorporate these comments into a Final Inclusionary Housing Report.

Task 3: Public Outreach and Presentations

Task 3.1: Online Information

EPS will work with City staff to create content for a study webpage in order to provide community members with information about the study process. EPS will provide the informational content but expects that City staff will be responsible for creating and hosting the associated webpage.

Task 3.2: Stakeholder Engagement and Public Hearings

During the project kick-off stage, EPS will work with the City to identify the appropriate target groups of stakeholders with whom to engage in order to identify potential issues of concern or priority with regard to inclusionary housing program, as well as to validate various assumptions necessary for the analyses in **Task 2**. Such groups might include members from the local business community, commercial and residential developers that are active in Lakewood, the Chamber of Commerce, housing advocate groups, and members of the general public with an interest in inclusionary housing and/or fee modifications.

Once EPS and the City staff have identified target stakeholders, EPS will work with City staff to schedule up to two (2) virtual workshops on the study process with these target groups. The appropriate timing of the meetings will be discussed during the project initiation phase.

Following City staff's approval of the DRAFT analyses and report of the inclusionary housing and fee modification studies in **Task 2**, EPS will present findings and recommendations of both studies to City Council. Following the Council's feedback, the final drafts may be adjusted if necessary. EPS will participate in up to two (2) meetings with the Planning and Environment Commission, and up to two (2) City Council Meeting to present the findings of the Inclusionary Housing Fee Feasibility Study and answer any questions from City officials.

The EPS budget assumes that all presentations and calls will take place virtually, except for one (1) Planning and Environment Commission meeting and one (1) City Council meeting, both of which EPS will attend in-person.

Deliverables: Stakeholder Interviews, Planning and Environment Commission Meetings, City Council Presentations, and Revised Final Draft (as needed)

Task 4: Ad Hoc Research and Analysis (Optional)

Through many related projects, EPS has found that some jurisdictions' leadership and stakeholders have questions and concerns about inclusionary ordinances, often focused on the impact of such policies on housing production and affordability. At times, EPS is asked to provide a summary of academic literature to respond to such questions, in addition to our own economic and feasibility analysis as described in **Task 2** above.

Often, our clients are also interested in understanding other ways to generate affordable housing units or funding through local endeavors, such as linkage fees on employment-generating development, use of general tax increment such as through an Enhanced Infrastructure Financing District (EIFD), passage of local or regional tax measures, etc.

EPS recommends that the City allocate a portion of this project's funding to an "ad hoc research and analysis" task, which will allow EPS to respond to these and other types of issues that are not included in the basic scope of services but may emerge in the course of this study. This budget would serve as a reserve that City staff can authorize on an as-needed basis.

Task 5: Assistance with Drafting the Inclusionary Ordinance (Optional)

Should the City elect to proceed with creating an inclusionary housing ordinance based on the findings of the feasibility analysis, EPS will develop recommendations for inclusionary housing requirements for the City to adopt, as well as recommended implementation measures for an inclusionary housing program, such as best practices for annual monitoring of the program and for making adjustments to the fee level to respond to differences between predicted and actual fee collection and housing production in any given year. Examples of program considerations include the following, without limitation:

- Percentage of units and income levels required for different types of projects
- Characteristics of affordable units relative to market-rate units
- Potential distinctions between rental and for-sale requirements, and/or between product types

- Potential exemptions for certain project types or sizes
- Guidelines for alternative means of compliance such as in-lieu fees, off-site development, land dedication, preservation of existing units, etc.
- The phasing in of the program, such as whether projects submitted to the City by a certain date will be exempt
- The periodic updating of the fees based on market indicators or inflation metrics

EPS can assist in preparing the ordinance language. The Ordinance language will be informed by similar ordinances adopted in other jurisdictions where EPS has worked, as well as in the City's neighboring jurisdictions, if relevant. EPS can assist with the drafting of this material, as well as its presentation to community stakeholders and leaders.

Proposed Schedule

EPS is available to begin work on this study immediately upon authorization to proceed and is prepared to complete the scoped work described in **Task 1** and **Task 2** within **120 days** of engagement. This schedule assumes that the required input and data from City staff is provided in a timely manner. In addition, the exact timing of the public hearings will be dependent on City meeting schedules and agendas. EPS anticipates finalizing a detailed project schedule upon project initiation.

Proposed Budget

EPS estimates that the basic proposed Scope of Work (**Tasks 1-3**) can be completed for a not-to-exceed budget of **\$49,665**. EPS is also suggesting that the City consider establishing a budget for optional **Tasks 4** and **5**, to be available and used only upon authorization of City staff should issues emerge beyond the basic scope. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, the City will be billed only for the scoped work completed up to the authorized budget amount. Additional tasks or meetings requested by the client will be billed on a time-and-materials basis at our standard hourly rates and pursuant to a budget amendment agreed to in advance of work, as necessary. Invoices are submitted monthly and are payable upon receipt.

A detailed budget by task is shown in **Table 1** below. The budget allocation by task may be revised based on specific research and analytical requirements that will become more apparent as the project unfolds.

Table 1. Proposed Budget by Task and Staff

Tasks	Economic & Planning Systems Staff		Hours by Task	Direct Expenses*	Budget by Task
	Smith <i>Principal-in-Charge</i>	Damle <i>Analyst</i>			
<i>2025 Billing Rates</i>	\$345	\$250			
Task 1 - Project Initiation and Project Management	5	12	17	\$0	\$4,725
Task 2 - Inclusionary Housing Fee Feasibility Study	30	50	80	\$250	\$23,100
Task 3 - Public Outreach and Presentations [1]	32	40	72	\$800	\$21,840
Task 4 - Ad Hoc Research Analysis (Optional)	24	48	72	\$0	\$20,280
Task 5 - Assistance with Drafting Ordinance (Optional)	58	78	136	\$500	\$40,010
ESTIMATED TOTAL PROJECT HOURS	149	228	377	\$1,550	
ESTIMATED PROJECT BUDGET (WITHOUT OPTIONAL TASKS)					\$49,665
ESTIMATED PROJECT BUDGET (WITH OPTIONAL TASKS)					\$109,955
*includes travel expenses and data acquisition costs					

[1] Includes two (2) virtual workshops with stakeholders, one (1) virtual meeting with the Planning and Environment Commission, one (1) virtual City Council meeting, and in-person participation in one (1) Planning and Environment Commission and one (1) City Council meeting.

3. Qualifications

About EPS

Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization.

EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services. The firm's areas of expertise are as follows:

- Real Estate Economics
- Public Finance
- Land Use and Transportation
- Economic Development and Revitalization
- Fiscal and Economic Impact Analysis
- Housing Policy
- Public-Private Partnership (P3)
- Parks and Open Space Economics

Since 1983 EPS has provided consulting services to hundreds of public- and private-sector clients in California and throughout the United States. EPS is located in Los Angeles, Oakland, and Sacramento, California, and Denver, Colorado. EPS clients include cities, counties, special districts, education and other non-profit institutions, multi-jurisdictional authorities, property owners, developers, financial institutions, and land use attorneys.

The professional staff of 56 includes specialists in public finance, real estate development, land use and transportation planning, government organization, and computer applications. The firm excels in preparing concise analyses that disclose risks and impacts, support decision making, and provide solutions to real estate development and land use-related problems.

EPS Housing Policy Services

EPS recognizes the importance of a balanced and healthy housing sector to sustaining the vitality of a local economy. As an integral part of its practice, EPS provides a range of services related to housing development and policy. The following briefly describes EPS's primary services in this area:

- **Inclusionary Housing and Jobs/Housing Linkage Ordinances and Fees—** Mixed-income, or inclusionary, housing ordinances have become a common tool for ensuring a diverse housing supply within a given community. EPS works with jurisdictions to develop and retool their programs to meet changing markets and performs the calculations and analysis to establish fees in lieu of building homes on site. In addition, EPS develops fee programs to support affordable housing by assessing the impact of new, nonresidential construction on the existing housing supply of low-cost housing. Finally, EPS has conducted numerous studies to establish the “nexus” between the construction of new market-rate housing and growth in demand for affordable housing.
- **Affordable Housing Development Plans and Negotiations—**EPS works for public- and private-sector clients on plans and negotiations to design and implement affordable housing programs that meet community goals for housing and income diversity, while also maintaining appropriate financial returns for developers. Solutions encompass inclusionary housing, set-aside parcels and developments, ground leases and land trusts, equity participation programs, homebuyer assistance programs, tax increment financing and other public subsidies.
- **Housing Market and Needs Assessments—**EPS works for public- and private-sector clients to assess the strengths of housing markets and prepare broad-based assessments that address the full spectrum of housing needs, including market rate, affordable, seniors, students, and other targeted groups. Our work involves detailed analysis of market supply (based on competition, land availability, financing, etc.) and demand (based on demographic trends, income, preferences, etc.) to provide findings and recommendations for successful project orientation, realistic absorption, and effective policy (e.g., zoning, incentives, affordability). EPS conducts such analyses for individual near-term projects, as well as longer-term master plans and policy documents.
- **Financial Feasibility Studies—**EPS conducts pro forma-based financial analyses of residential projects, including both market-rate and mixed-income developments. These analyses are used to evaluate the financial viability of new construction, as well as the financial implications of various public policies designed support housing for targeted groups and locations (inclusionary housing, homebuyer assistance programs, zoning and design regulations, etc.).

Relevant Project Experience

San Clemente Inclusionary Housing Ordinance Update and Fee Study

San Clemente, CA

The City of San Clemente had several different affordable housing policies that are inconsistent with one another. For example, the General Plan indicated that the City should have a 15 percent inclusionary requirement, while the zoning ordinance required 4 percent inclusionary units. In addition, the City had adopted an in-lieu fee that calculates a developer’s obligation in one way, but in practice the City has allowed developers to pay fees calculated differently. In 2019, EPS was selected to assist the City to reconcile these differences and adopt a unified approach to inclusionary requirements. EPS worked with City staff to review the inclusionary programs of area jurisdictions, and to explore the feasibility implications of different inclusionary requirements and in-lieu fee methodologies. EPS’s calculations involved different affordability requirements as they might be applied to different types of housing developments (e.g., product types, densities, and tenures). As part of this work, EPS conducted individual and group discussions with housing developers and other industry representatives to ensure that the City’s objectives were understood, and the underlying cost and revenue assumptions were properly vetted. EPS’s work included multiple study session presentations and formal hearings to the Planning Commission and City Council, resulting in Council action to update the program in 2021.

Contact:

Jennifer Savage
 (formerly Assistant to the City Manager at City of San Clemente)
 City of Laguna Beach, Senior Management Analyst
 505 Forest Avenue, Laguna Beach, CA 92651
 (949) 715-1141; savage@lagunabeachcity.net

Culver City Affordable Housing Commercial Linkage Fee Study

Culver City, CA

The City of Culver City engaged EPS to study the adoption of a commercial linkage fee on new nonresidential development. A commercial linkage fee, also known as a jobs-housing linkage fee, is a type of impact fee charged to developers of new nonresidential properties to help support affordable housing for new workers. The conceptual underpinning of the fee is that new nonresidential development creates new jobs, and some of these jobs will pay wages below what is required for a worker to afford a market-rate housing unit in the city. In addition to performing the linkage fee nexus study, EPS put together a set of responses to frequently asked questions for the City to post on its website. EPS also held a virtual town hall to explain the process of calculating the fee to stakeholders and members of the general public and conducted a series of

workshops with Council subcommittees. EPS then assisted the City in drafting the linkage fee ordinance and setting the initial fee amounts. The City Council approved the nexus study and adopted the ordinance and related fees in 2021.

Contact:

Todd Tipton
City of Culver City, Economic Development Director
9770 Culver Boulevard, Culver City, CA 90232
(310) 253-5783; todd.tipton@culvercity.org

Foster City Affordable Housing Fees

Foster City, CA

Foster City engaged EPS to update its existing Commercial Linkage fee and create a new affordable housing in-lieu fee, as a part of a greater effort to prepare a comprehensive Development Impact Fee Program for the City. EPS worked closely with City staff to establish “development prototypes” to assess the feasibility of appropriate developments. Through affordability gap analysis, EPS estimated the subsidy needed to produce housing that is affordable to households at specified income levels in the event that developers do not build the units themselves. The conceptual underpinning of the linkage fee is that new nonresidential development creates new jobs, and some of these jobs will pay wages below what is required for a worker to afford a market-rate housing unit in the city. The required nexus study to establish the fee level included identifying the income levels of these new workers and the proportion that would require affordable housing, and conducting pro forma analysis of building affordable residential units in the City to identify the subsidy needed to support development of those units. As part of these studies, EPS reviewed policies and best practices in nearby jurisdictions. The City Council approved the adopted the inclusionary housing ordinance and commercial linkage fees in 2022.

Contact:

Marlene Subhashini
City of Foster City, Assistant City Manager
610 Foster City Boulevard, Foster City, CA 94404
(650) 286-3239; msubhashini@fostercity.org

Riverside Inclusionary Housing Program

Riverside, CA

EPS was engaged by the City of Riverside to study the feasibility of an inclusionary housing requirement for new residential projects in the City. EPS’s tasks for the study included developing market-rate housing prototypes indicative of housing likely to be built in the City, identifying a range of potential inclusionary requirements, and testing the feasibility impacts of these requirements on new market-rate development. EPS additionally completed a

nexus analysis to document the relationship between housing production and affordable housing demand. Following extensive public and stakeholder outreach, including a virtual Town Hall community meeting and several meetings with the City Council’s Housing and Homelessness Committee, the City identified a preferred set of inclusionary requirements.

Contact:

Michelle Davis
City of Riverside, Housing and Human Services Director
3900 Main Street, 5th Floor, Riverside, CA 92522
(951) 826-5743; MDavis@riversideca.gov

Mountain View BMR Housing Program Services

Mountain View, CA

EPS has provided numerous services related to the City of Mountain View’s BMR program for many years. In 2019, EPS assisted with updating the existing inclusionary housing ordinance to better reflect contemporary development economics as well as evolving policy considerations, including encouraging a diversity of housing pricing within their inclusionary units. EPS worked with City staff to understand the economic conditions they hoped to address with the updated policy and calculated a variety of ways to amend the policy accordingly. The calculations involved different affordability requirements as they might be applied to different types of housing developments (product types, densities, and tenures) to understand the feasibility implications of the variations. EPS also conducted individual and group discussions with housing developers and other industry representatives to ensure that the City’s objectives were understood, the underlying cost and revenue assumptions were properly vetted, and staff’s recommendations were previewed before going to Council. Mountain View adopted the inclusionary ordinance update and related in-lieu fees in 2019.

The City’s updated 2023-2031 Housing Element identified some additional or evolving priorities for the City Council as well as state legislation, and EPS been engaged to conduct substantial best practices research and economic analysis regarding alternative means of compliance and other implementation considerations. EPS has also updated the in-lieu fee calculations to reflect evolving development economics. The recommended program changes will be discussed with City Council later in 2025.

Contact:

Wayne Chen
City of Mountain View, Housing Director
500 Castro Street, Mountain View, CA 94041
(650) 903-6462; Wayne.Chen@mountainview.gov

Gateway Cities Council of Governments Inclusionary Housing Strategy Los Angeles County, CA

The Gateway Cities Council of Governments (GCCOG) recognized that increasing access to affordable and supportive housing is a common element in achieving quality of life, economic development, and equity objectives, and as such has undertaken several initiatives to help its member cities to effectively promote the development of these needed housing units. One of these initiatives was a Subregional Inclusionary Housing Policy Strategy, for which GCCOG engaged EPS. This study provided COG member cities with the foundational data and tools needed to efficiently develop robust and productive local inclusionary policies that fit their needs and preferences. Study tasks included a review of the housing market and need in the subregion; a subregional residential nexus study to help identify the amount of affordable housing that is needed to mitigate the impacts of new, market-rate residential development; an analysis of the subsidy needed to develop affordable housing units in the subregion; and preparation of an inclusionary requirements model and associated in-lieu fee calculations that are reflective of the subregional housing market conditions. The market review included identifying the range of rents and sales prices represented in the subregional housing, and the inclusionary requirements that are feasible at different price points along this range. This analysis allowed member cities to locate themselves along this spectrum and understand the appropriate inclusionary requirement that fits with their market conditions.

As part of the study process, EPS engaged with member cities to provide education on inclusionary housing programs, reported on the results of the analysis, and guided interested cities in next steps for adopting inclusionary housing programs. This guidance included the development of an inclusionary requirement calculator that will help cities refine the assumptions and inclusionary levels in order to evaluate tradeoffs of alternative inclusionary requirements and/or in-lieu fees; as well as a model inclusionary housing ordinance including policy and implementation options that cities can adapt for their specific needs and preferences.

Contact:

Melani Smith

Gateway Cities Council of Governments, Director of Regional Development
16401 Paramount Blvd., Paramount, CA 90723
(213) 479-0719; msmith@gatewaycog.org

Laguna Woods Inclusionary Housing Study

Laguna Woods, CA

The City of Laguna Woods adopted an inclusionary housing policy in 2009 with a goal of expanding affordable housing options in the City. As part of recent Housing Element implementation efforts, the City engaged EPS to evaluate the feasibility impacts of the existing policy. EPS conducted a pro forma feasibility review of various housing prototypes under the City's most recent zoning changes. To augment the analysis, EPS interviewed local advocates to understand relevant policy aims such as desired levels of affordability, and EPS also interviewed local developers to vet cost and revenue assumptions.

Based on EPS findings and the lack of affordable housing units created under the program thus far, the City Council unanimously voted to update the inclusionary housing policy in September 2024 to be less restrictive for new construction while still requiring that some housing be reserved for lower income households. After the overall policy update, EPS also assisted the City in setting an in-lieu fee option, which was adopted in May 2025. EPS is continuing to support the City in evaluating the potential of adopting a commercial linkage fee to provide additional funding for affordable housing.

Contact:

Chris Macon

City of Laguna Woods, City Manager

24264 El Toro Road, Laguna Woods, CA 92637

(949) 639-0525; cmacon@cityoflagunawoods.org

4. Key Personnel

EPS will bring a team of highly qualified and experienced individuals to successfully complete this study in concert with the ongoing efforts of the City and other stakeholders. A brief description of the role and background of the key EPS staff assigned to this effort is provided below. A detailed resume for each staff person below is provided in **Appendix A**.

Darin Smith, Managing Principal

Role: Principal-In-Charge and Project Manager

Darin Smith, Managing Principal, will serve as Principal-in-Charge for this work in Lakewood. Over the last 25 years, Darin has worked on affordable housing programs and related fees for jurisdictions throughout California, including the cities of Laguna Woods, Riverside, Culver City, San Clemente, Laguna Beach, Newport Beach, Burbank, Sunnyvale, Mountain View, Pleasanton, San Mateo, Santa Rosa, Walnut Creek, Palm Desert, Watsonville, San Bruno, Santa Clara, San Carlos, Gilroy, Larkspur, Rohnert Park, Petaluma, South Pasadena, El Segundo, Riverside, and Gardena, and Los Angeles, Sonoma, Mono Counties, as well as in Austin, Texas. Through these and other projects, Darin has extensive experience communicating the complex economic realities and financial feasibility challenges of affordable housing development with stakeholder groups and to elected bodies. Darin is located in EPS's Oakland office. He holds a Master of City Planning from the University of Pennsylvania and joined EPS in 2000.

Chinmay Damle, Senior Associate

Role: Project Analyst

Chinmay is a Senior Associate in EPS's Los Angeles office with six years of experience in the planning field, including three at EPS. At EPS Chinmay provides research, analytical, and documentation necessary to complete study assignments. Chinmay has worked with municipalities throughout California, analyzing local demographic, socioeconomic, and real estate market trends; providing pro forma modeling to evaluate development economics; and providing guidance on housing policy. Chinmay has worked on an array inclusionary housing studies, including projects for the City of Monterey Park, the City of Gardena, and the Gateway Cities Council of Governments. Additionally, he also has experience with affordable housing commercial linkage fee studies for the cities of Palm Spring and Paramount. He holds a Master of Urban Planning from USC and has been with EPS since 2021.

5. Exceptions

EPS would like to request the addition of the following words in Section 9 of the Agreement provided in the RFP, so that it reads:

A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the negligent acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

Appendix A: Resumes



Darin Smith

— Managing Principal —

Darin Smith is a real estate economist with broad experience providing strategic advice to public and private clients on the economic and financial dimensions of land use and real estate development. Darin has helped numerous jurisdictions create strategies to promote development of affordable housing, including inclusionary policies, in-lieu fees, jobs/housing linkage fees, and developer exactions. He also has particular expertise in urban redevelopment projects large and small, negotiating public/private development and financing agreements, evaluating opportunities for transit-oriented development, and creating downtown revitalization strategies and policies.

Education

Master of City Planning, University of Pennsylvania

Bachelor of Arts in Psychology, University of Pennsylvania

Previous Employment

Real Estate/Urban Planning Consultant, ZHA, Inc., Annapolis, MD, 1997–2000

Retail Site Selection Consultant, Pep Boys, Inc., Philadelphia, PA, 1996–1997

Honors + Awards

Congress for the New Urbanism "Award of Excellence" 2001—Robert Mueller Municipal Airport Reuse Plan, Austin, TX

FTA/FHWA/APA "Transportation Planning Excellence Award" 2004—Valley Metro Rail Station Development Opportunities and Strategies, Phoenix, AZ

California APA "Award of Merit for Planning Implementation" 2002—Sonoma County Housing Element, Sonoma County, CA

California AIA and APA "Ahwahnee Award of Honor" 2002—Hayward Cannery Area Design Plan

Speaker—Best Practices in Transit-Oriented Development, Rail-Volution National Conference, 2007, 2008, 2010, 2012, 2016, 2017

Panelist—Urban Land Institute "Transit-Oriented Development Marketplace," 2007, 2008 and 2009

Panelist—California APA Conference "Local Solutions for Affordable Housing," 2015

Lecturer—Bay Area Housing Dynamics, Leadership San Francisco, Class of 2007, 2008, and 2009



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The Economics of Land Use

www.epsys.com

SELECTED PROJECT EXPERIENCE

- **INCLUSIONARY HOUSING PROGRAMS AND IN-LIEU FEES**
For the Cities of Pleasanton, Dublin, Mountain View, Foster City, San Carlos, San Mateo, Santa Clara, South Pasadena, Riverside, San Clemente, Laguna Beach, Larkspur, San Bruno, Goleta, Sonoma County, and others, EPS has prepared ordinances requiring developers to provide affordable units within their market-rate developments or, under certain circumstances, to pay fees in-lieu of providing affordable units.
- **NON-RESIDENTIAL LINKAGE FEE STUDIES**
For Sunnyvale, Foster City, Culver City, Walnut Creek, Roseville, Petaluma, Rohnert Park, Sonoma County, Windsor, Goleta, Alameda, and others, EPS has determined the housing needs created by new retail, office, and industrial development, recommended fee programs to mitigate those impacts, and in some cases drafted linkage fee ordinances that have been adopted.
- **DENSITY BONUS AND DEVELOPMENT INCENTIVE STUDIES**
For San Mateo, San Carlos, South San Francisco, Austin TX, and numerous private developers, EPS has prepared economic studies of the financial tradeoffs of allowing greater density, height, and/or other design and use entitlements in exchange for affordable housing and other community benefits.
- **AFFORDABLE HOUSING SOLICITATION AND NEGOTIATION**
For San Mateo, BART, VTA, the City of Austin TX, Travis County TX, and other public landowners, EPS has assisted in soliciting, selecting, and negotiating business terms with developers of affordable housing resulting in the delivery of numerous projects and thousands of affordable units leveraging various public financing programs.
- **AFFORDABLE HOUSING POLICY REVIEWS**
For the Cities of San Mateo and Santa Rosa, EPS has worked with for-profit and nonprofit housing developers to evaluate and recommend policy options that can enhance the production of affordable housing while minimizing adverse affects on the production of market-rate housing.
- **DISPLACEMENT MITIGATION STUDIES**
For the Cities of Austin TX and Mountain View and the County of Los Angeles, EPS has provided analysis of demographic and economic shifts indicating gentrification and displacement, and provided case study research, programmatic strategies, and analysis to support fees, replacement requirements, zoning recommendations, tax policies, and similar mechanisms to mitigate the impacts of displacement of lower-income households.



1330 Broadway, Suite 450, Oakland, CA 94612



510 841 9190



dsmith@epsys.com



Chinmay Damle

Senior Associate

Education

Bachelor of Sciences in Earth System Sciences, UC Irvine, 2016

Master of Urban Planning, USC, 2021

Previous Employment

Course Assistant, University of Southern California

Environmental Analyst, FirstCarbon Solutions

Energy and Environmental Associate, West Valley-Mission Community College District

Affiliations

American Planning Association

Chinmay Damle joined EPS as an Associate in 2021, bringing academic and professional experience in land use, economic development, real estate economics, and California environmental review. His portfolio at EPS includes affordable housing, development feasibility and policy analysis, and socioeconomic data analytics. Before joining EPS, Chinmay was an Analyst at FirstCarbon Solutions, responsible for developing environmental documents and analyzing potential impacts, as required by the California Environmental Quality Act (CEQA).

SELECTED PROJECT EXPERIENCE

- SUBREGIONAL INCLUSIONARY HOUSING STUDIES**
 EPS was engaged by the Gateway Cities Council of Governments (GCCOG) and the San Gabriel Valley Council of Governments (SGVCOG), under the State's REAP 1.0 program, to conduct subregional inclusionary housing studies that would provide COG member cities with the foundational data and tools needed to develop local inclusionary policies. Study tasks included a review of the housing market; a residential nexus study; analysis of the subsidy needed to develop affordable housing units; preparation of an inclusionary requirement and in-lieu fee model that reflects housing market conditions; and development of a template inclusionary housing ordinance. For SGVCOG, EPS also completed city-specific studies for five COG members. As technical analyst, Chinmay was responsible for conducting research, creating models, and drafting deliverables.
- GARDENA INCLUSIONARY HOUSING PROGRAM**
 EPS was engaged by the City of Gardena to study the feasibility of adopting an inclusionary housing requirement for new residential development in the City. EPS's tasks for the study included developing market-rate housing prototypes indicative of housing likely to be built in the City and identifying a range of potentially feasible inclusionary requirements. Chinmay was responsible for conducting research and technical analysis, and participating in stakeholder outreach efforts.
- EL SEGUNDO INCLUSIONARY HOUSING PROGRAM**
 EPS was engaged by the City of El Segundo to study an inclusionary housing requirement for new residential development in the City. EPS's tasks for the study included developing market-rate housing prototypes indicative of housing likely to be built in the City, identifying a range of potential inclusionary requirements, and testing the economic impacts of these requirements on new market-rate development. Chinmay provided technical support through market research and analysis.
- PALM SPRINGS INCLUSIONARY HOUSING AND COMMERCIAL LINKAGE FEE NEXUS STUDY**
 On behalf of the City of Palm Springs, EPS analyzed the possibility of developing a local inclusionary housing ordinance and a commercial linkage fee. EPS tasks included conducting an economic feasibility study to understand the impacts of an inclusionary policy on new development and to calculate allowable linkage



Economic & Planning Systems, Inc.

The Economics of Land Use

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EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept

on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.