

FORM APPROVED COUNTY COUNSEL
 BY: Y. S. Velez 9/11/09
 MARSHAL L. VICTOR DATE

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
 REDEVELOPMENT AGENCY
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

171



FROM: Redevelopment Agency

SUBMITTAL DATE:
 August 18, 2009

SUBJECT: Revitalization Plan for the North Hemet Sub Area of the Mid County Project Area

RECOMMENDED MOTION: That the Board:

1. Approve in concept the Revitalization Plan for the North Hemet Sub Area of the Mid County Project Area;
2. Approve and authorize the Chairman to execute the attached Professional Services Agreement with the Planning Center; and
3. Authorize the Executive Director to take the necessary steps to implement the Professional Services Agreement, including but not limited to, signing necessary and relevant documents.

BACKGROUND: On 12 December 2006 the Redevelopment Agency (RDA) for the County of Riverside contracted with the Planning Center to coordinate with the City of Hemet and the RDA for production of a concept design, to be known as a "Revitalization Plan," for the North Hemet Sub Area of the Mid County Project Area. (continued)

Robert Field

 Robert Field
 Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 350,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0.00	For Fiscal Year:	2009 / 2010

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Low and Moderate Income Housing Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*

 Jennifer L. Sargent

County Executive Office Signature

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: Item 4.2 (12DEC2006) | **District:** 3 | **Agenda Number:**

4.3

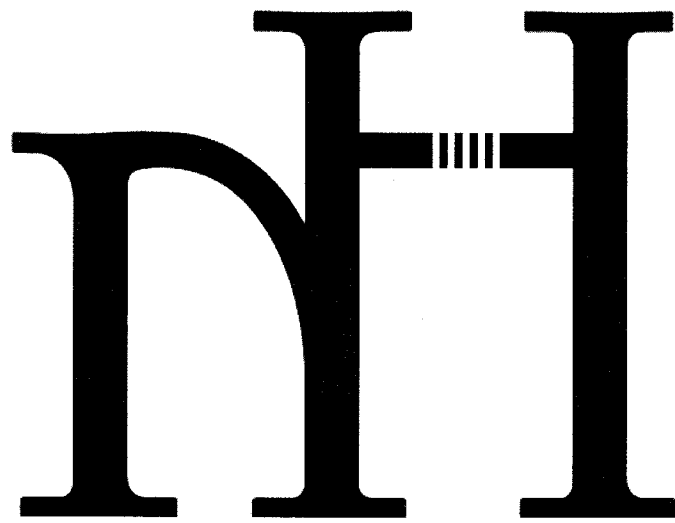
Background Continued:

The Planning Center has completed the Revitalization Plan and presents it to the Board for consideration and receipt and file. The proposed Revitalization Plan has been considered and approved by the City of Hemet. If the Board of Directors assents to the Revitalization Plan as presented, the RDA proposes to contract with the Planning Center to complete a Specific Plan and as well as prepare and process environmental review documents including an EIR, if necessary, on behalf of the RDA for submittal to the City of Hemet.

Counsel has reviewed and approved the proposed agreement. Staff recommends approval.

RF:EM 9554

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NORTH HEMET REVITALIZATION PLAN

FEBRUARY 2009

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NORTH HEMET REVITALIZATION PLAN

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FEBRUARY 2009

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Chapter 1.0

Introduction

1.1 Purpose and Intent

The North Hemet Revitalization Plan is a strategy to eliminate physical and economic blight for the North Hemet Subarea, a 38.3-acre portion of the Riverside County Mid-County Redevelopment Project Area. When fully implemented, the Revitalization Plan will provide:

- A safe, healthy, and aesthetically pleasing living environment;
- Housing for the Hemet community, for a broad range of household incomes, ages, and household sizes;
- Supporting recreational facilities and community services for those households and the surrounding area;
- Supporting neighborhood commercial uses;
- A community that celebrates the historic, rural, small-town heritage of the City of Hemet; and
- A pedestrian-oriented community that is integrated into the fabric of the surrounding neighborhoods.

Attainment of these goals will result in measurable improvement in the economic viability of the community and quality of life for the residents of North Hemet.

The Revitalization Plan provides a conceptual land use plan and implementation tools to achieve these outcomes. A major component in the realization of this Revitalization Plan is the establishment of a partnership, composed of Redevelopment Agency for the County of Riverside and City of Hemet staff (Project Team), with clearly defined levels of commitment of each party. A Memorandum of Understanding (MOU) between the Agency and the City will be developed to delineate the parameters of the collaboration, based on the steps defined in this Revitalization Plan.

This document also serves as the basis for a future Specific Plan, which will be reviewed by the Project Team, and adopted by the Hemet City Council with approval from the Riverside County Board of Supervisors. The Specific Plan, once developed, will provide the necessary zoning and development regulations for the project area. The Project Team is committed to the pursuit of the desired outcomes defined in this Revitalization Plan.

1.2 Riverside County – Redevelopment Plan

The Mid-County Redevelopment Project Area includes several noncontiguous properties. The North Hemet Subarea is the only Riverside County redevelopment site that lies entirely within the City of Hemet (Figure 1.1, *Mid-County Project Area*). The North Hemet Subarea was added to the redevelopment project area in 1987 (Riverside County Ordinance 646). To date, the Redevelopment Agency for the County of Riverside has provided financial assistance for one project within the subarea: the second phase (71 units) of the 143-unit Hemet Vistas affordable apartment project located at the corner of Fruitvale Avenue and State Street.

The current Implementation Plan for the Mid-County Project Area covers fiscal years 2004-2009. The Implementation Plan for this reporting period includes the following actions that are applicable to the North Hemet Subarea:

- Assist in the improvement of public infrastructure;
- Assist in the development of public facilities and utilities;
- Assist in reducing crime through such activities as senior facilities and programs;
- Eliminate nonconforming uses as appropriate and necessary;
- Buffer residential neighborhoods from the intrusion of incompatible land uses;
- Provide incentives for the development of underutilized parcels;
- Remove economic impediments to land assembly and infill development in areas that are not properly subdivided for development or redevelopment;
- Continue to demolish and replace dwelling units on a one-for-one, bedrooms lost, bedrooms replaced basis at a cost affordable to or lower than the existing occupying household; and
- Increase the supply of new rental housing for low and very low-income large family households in the unincorporated county through exploration of new and utilization of existing partnerships with both the nonprofit and private sectors.

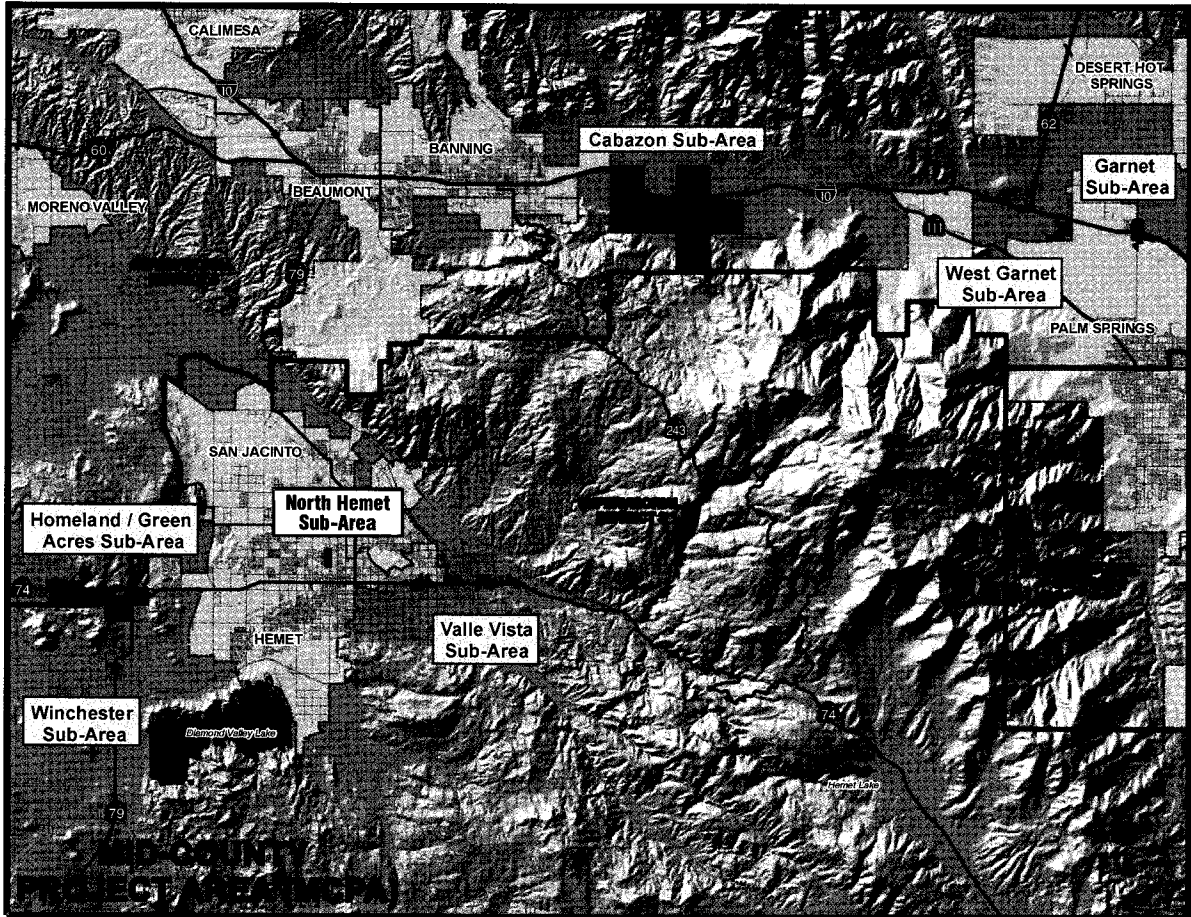


Figure I.1 Mid-County Project Area

1.3 Location and Surrounding Context

The 38.3-acre North Hemet Subarea is located just north of downtown Hemet, near the Hemet-San Jacinto city boundaries (Figure 1.2, *Vicinity Map*). While the project site is part of a County of Riverside redevelopment project area, it is also located wholly within the City of Hemet.

The area around the project site consists primarily of small homes, a mobile home park, neighborhood-serving retail, and vacant land (Figure 1.3, *Surrounding Context*). The project area is bordered on the south by the undeveloped Stock Farm property, which is currently being planned to accommodate approximately 294 homes and some 20,000 square feet of retail. There is an opportunity and desire by the City to ensure that future development in the project area is well connected (either by roadway or trail) to the future Stock Farm project and historic park. The east side of State Street has a number of metal tilt-up warehouse and storage buildings, and Riverside County offices near Fruitvale Avenue. The City is seeking to attract a Metrolink station to this area, and has commissioned a study of potential transit village land uses, as shown in Figure 1.3. This transit study has created an initial land use concept for the “Hemet Transit Village,” which could accommodate 4,000 to 5,000 homes and supporting retail uses. A Riverside Transit Agency (RTA) bus facility is currently being planned in the Hemet Transit Village, directly across from the project site. Future connectivity between the transit uses and the North Hemet Subarea should be a primary design consideration in the final land use/circulation plan. The Searle Sports Park is also located in this area east of State Street, which is within walking distance of the project site. The City of San Jacinto is located approximately three blocks north and three blocks east of the project site. The “Downtown fringe” area, as defined by the City of Hemet’s current General Plan update, abuts the south end of the North Hemet Subarea (Oakland Avenue).

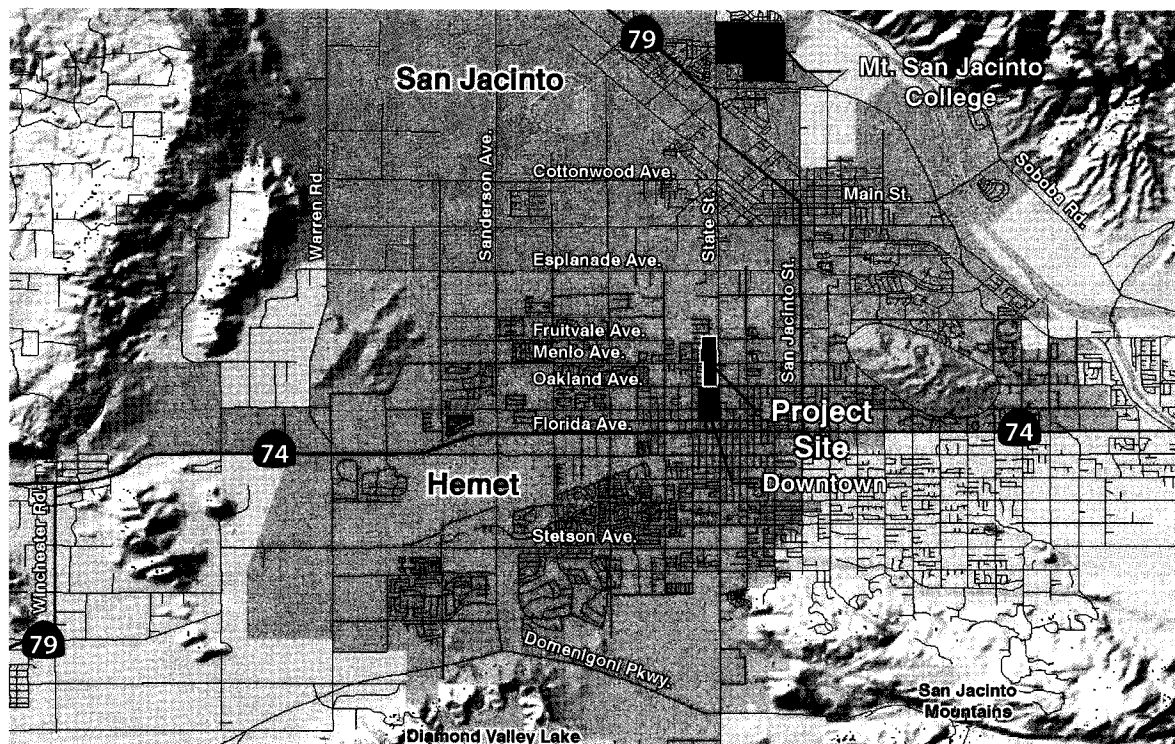


Figure 1.2 Vicinity Map



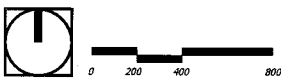


Figure I.3 Surrounding Context

1.4 History of the North Hemet Sub-Area

According to historical aerial photographs and topographic maps, the portion of the site along Oakland Avenue has been developed with single-family residences since at least 1938. The central portion of the site, south of Menlo Avenue, was developed with single-family residences from at least 1938 to about 1996. A rural residential dwelling was located north of Menlo Avenue, west of the projection of Alessandro Street, from at least 1938 to about 1967. Orchards were located on the extreme northwest corner of the site from at least 1938 to 1967, and at the southwest corner of Menlo Avenue and State Street from at least 1938 to 1980. Structures have been located on the northern portion of the site since at least 1953, with additional structures noted in 1967, 1972, 1976, and 1996. The convenience market and café building at the northwest corner of Oakland Avenue and State Street has been in place since at least 1976. The 143-unit Hemet Vistas Apartments project has been in place since 1998. A detailed discussion of the past usage of the site, including historical photographs, can be found in the *Modified Phase I Assessment* (Appendix 3).

Chapter 2.0

Constraints & Opportunities

2.1 **P**urpose and Intent

Environmental conditions, physical deterioration levels, and market issues were studied to establish the constraints and opportunities on which to build the Revitalization Plan. The findings from the analyses helped to define feasible and desirable uses for the project site, from both an environmental and economic perspective.

2.2 Existing Land Use Conditions

The project site is partially developed with a mobile home park, scattered permanent residences, small businesses, an affordable housing complex, and vacant and underutilized parcels (Figure 2.1, *Existing Land Uses*). For planning purposes, the subarea was divided into two portions. The north block is bounded by Menlo Avenue, State Street, and Fruitvale Avenue, and an existing single-family subdivision on the west. The south block is bounded by Alessandro Street, Oakland Avenue, State Street, and Menlo Avenue.

North Block: The Hemet Vistas Apartments, currently the only affordable family housing complex within the City of Hemet, is located adjacent to Fruitvale Avenue. This 143-unit project consists of three- and four-bedroom units, all affordable to very low income households. Other residential uses include 15 single-family homes and one mobile home. All of the units appear to be occupied. Commercial uses on the north block include a 12,000-square-foot vacant store, formerly occupied by Smart & Final, a bakery outlet, four auto-repair-oriented businesses, and a stucco contractor. Businesses fronting on Menlo Avenue share the same lots with residential uses. An Alcoholics Anonymous rehabilitation center (Red Dog Hall) is also located in a former single-family home on the north block. Zoning for this area is R-3, Multiple Family Residential, and C-1, Neighborhood Commercial. The City's current General Plan update is contemplating very high density residential and mixed-use land uses for the north block.

The 2000 Census counted 243 residents and 192 housing units within the Census block that encompasses the north block.¹ Although the Census block encompasses an area larger than the north block, it appears that there are fewer residents and housing units at this time. Average household size was 2.53 and the median age was 25.9. Approximately 44 percent of the units were vacant as of 2000.




South Block: Land uses in the south block consist of a small mobile home park (Town & Country) located at the corner of North State Street and Menlo Avenue. A small convenience store and coffee shop are located at the corner of North State Street and Oakland Avenue; no other businesses are located on the south block. There are seven single-family homes and two trailers within the south block. All units, including trailers, appear to be occupied. Zoning for this area is C-2, General Commercial. The City's current General Plan update is contemplating mixed-use and high density residential uses for the south block.

The 2000 Census counted 78 residents and 41 housing units within the south block.² There appear to be significantly fewer residents and housing units at this time. Average household size was 2.89 and the median age was 31.0. Approximately 34 percent of the units were vacant as of 2000.

1. Block 2015, Block Group 2, Census Tract 435.07 (boundaries are larger than the North Block).

2. Block 1007, Block Group 1, Census Tract 435.07 (boundaries are contiguous with the South Block).

LEGEND

-  Commercial
-  Residential
-  Vacant

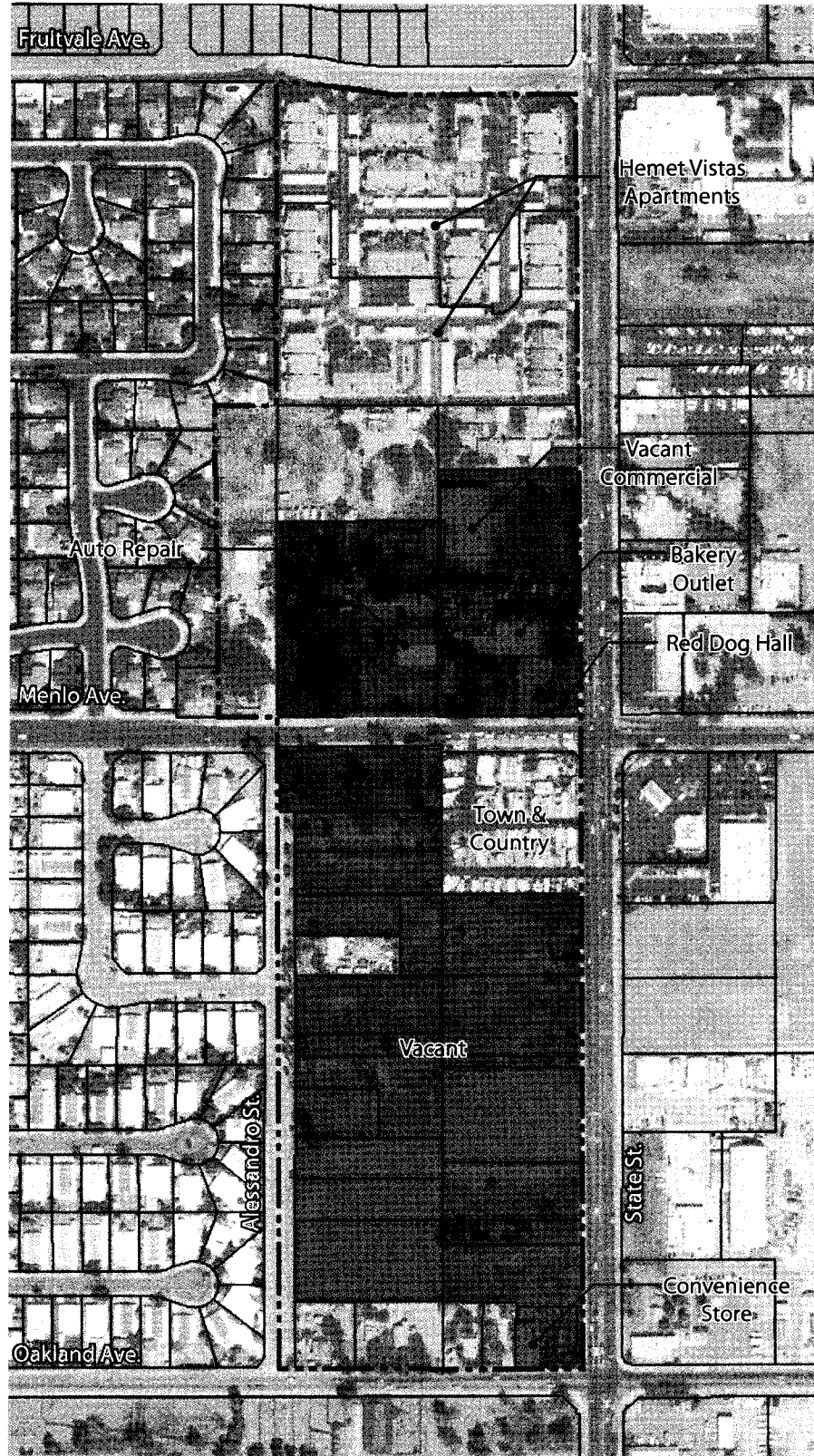


Figure 2.1 Existing Land Uses

2.2.1 Ownership Pattern

There are three major land owners within the project site as of April 2007 (Figure 2.2, *Existing Conditions*). A parcel on State Street is under ownership of the Redevelopment Agency of Riverside County and all other parcels are individually owned private properties.

2.2.2 Physical Conditions of Blight

The project site was determined to be blighted when it was added to the Mid-County Redevelopment Project Area in 1987. An external visual inspection of each on-site structure was conducted on February 1, 2007. Structures on each parcel were evaluated for visible deterioration based on a 1 to 5 scale, with 4 being “deteriorated condition,” and 5 being “vacant.” The inspection was based on the blight criteria contained in California Redevelopment Law (Health and Safety Code, Section 33032). Only 5 of the 36 parcels within the Subarea contained structures that were rated in “good” to “excellent” physical condition (Figure 2.2, *Existing Conditions*). The summary Property Evaluation Report can be found in Appendix I. Site photos for the existing uses are located in Figure 2.3, *Site Photos*.

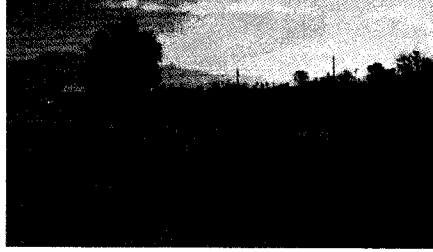
Visible conditions of blight included:

- **Inadequate Public Improvements:** Several segments of the project perimeter streets and cross streets do not have sidewalks, streetlights, or parkway landscaping. Phone and power lines are overhead. No storm drain system serves the site.
- **Unsafe Buildings (CRL Section 33031 [a][1]):** The project site contains numerous residential and commercial buildings that are in need of some degree of maintenance. Some structures, particularly aging mobile homes, may be unsafe or unhealthy to live in. The types of health and safety problems observed on building exteriors include, but are not necessarily limited to, broken and/or boarded up windows, garage conversions and other evidence of illegal occupancy, and deteriorating roofing and exterior materials.
- **Areas of Incompatible Land Uses (CRL Section 33031 [a][3]):** Auto painting, tire service, and repair shops are located adjacent to residential uses on lots abutting the north side of Menlo Avenue. Such land uses are incompatible because of the potential for noise impacts, fumes, use of toxic and/or flammable materials, or other nuisances that have attendant health and safety concerns.
- **Irregular Lots (CRL Section 33031 [a][4]):** Four parcels in the South Block (APN 443-050-030, 443-050-023, 443-050-004, 443-050-007) and one parcel in the North Block (APN 439-060-024) have irregular shapes or sizes that would limit their use for intended residential or commercial purposes.

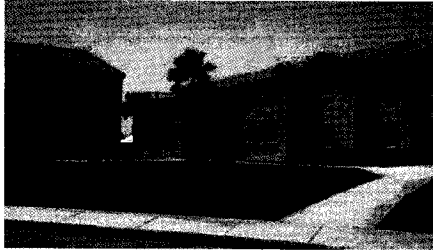
Due to the number of irregular and undersized parcels, the lots listed above should be consolidated with adjacent parcels.

LEGEND

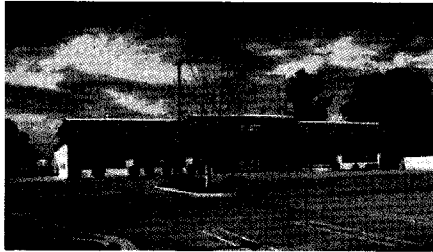
Vacant



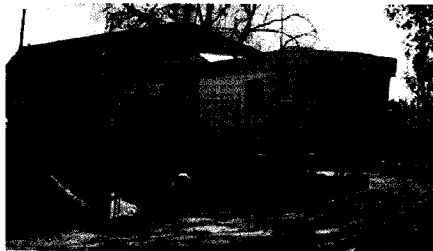
Level 1



Level 2



Level 3



Level 4

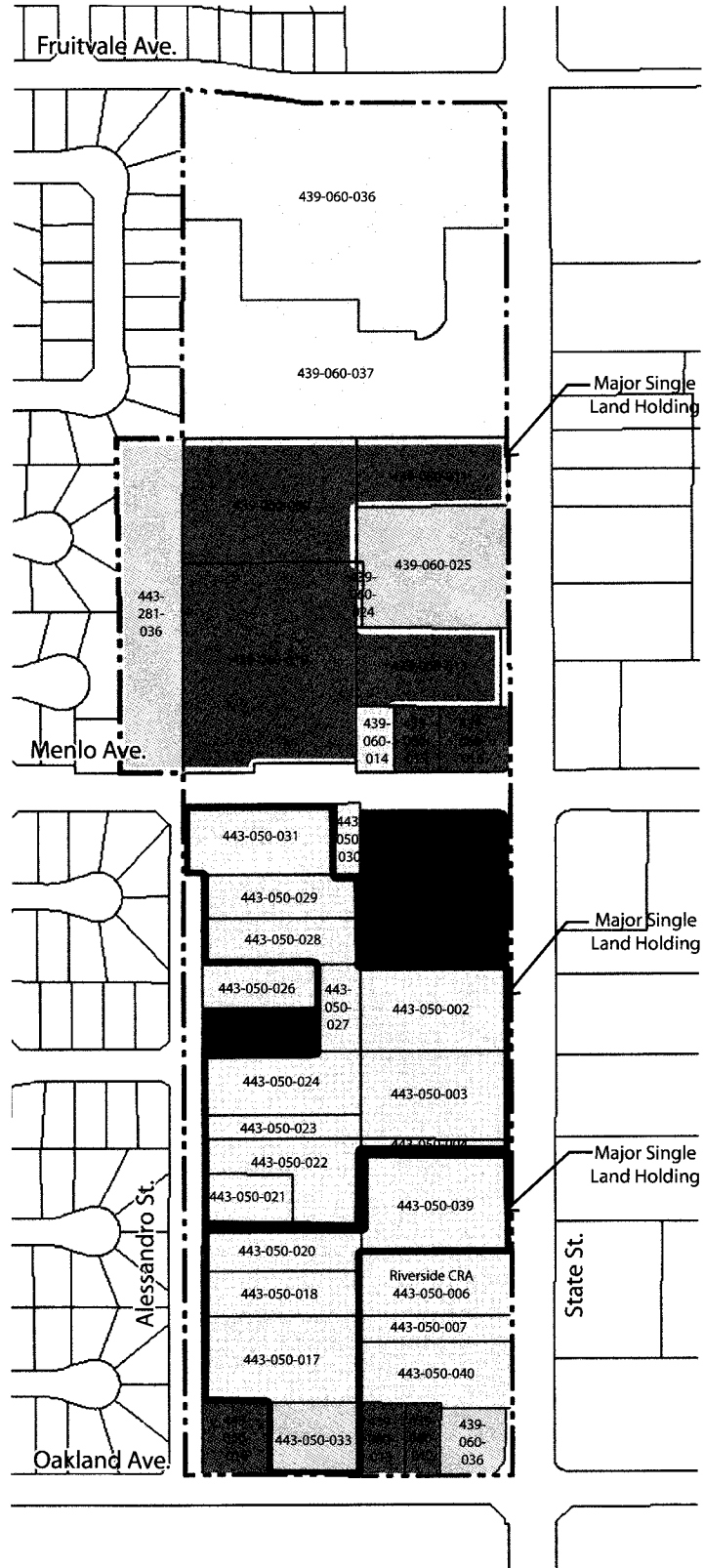
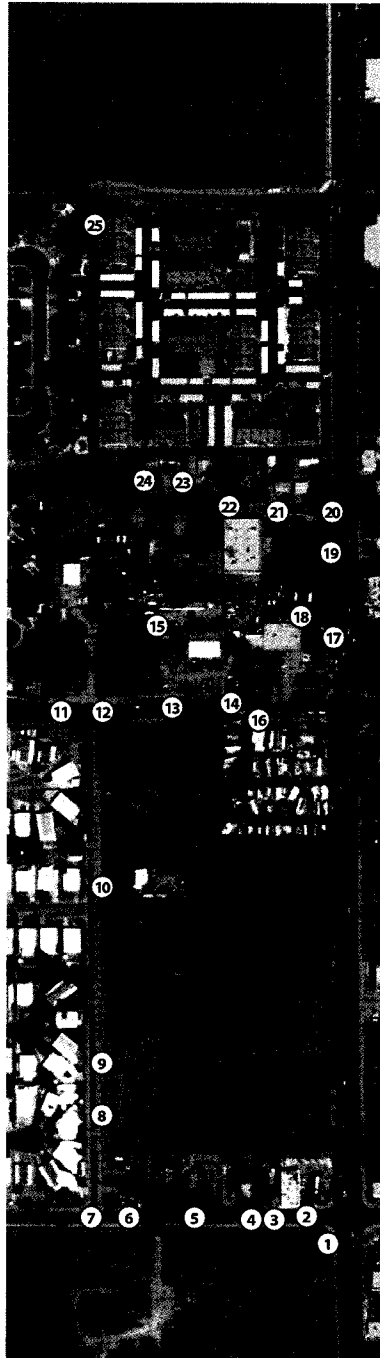


Figure 2.2 Existing Conditions



Key Map

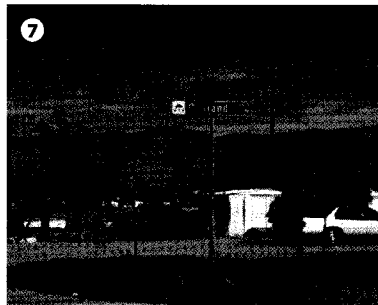
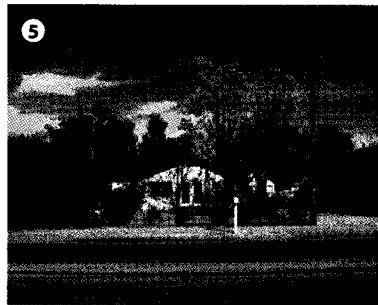
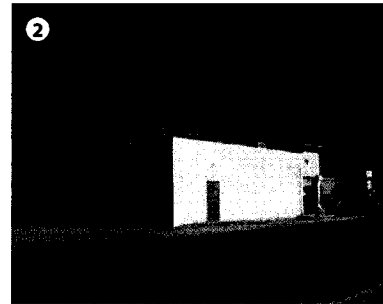


Figure 2.3 Site Photos



Figure 2.3 Site Photos (cont'd)

2.3 Circulation

The existing characteristics of roadways, existing daily traffic volumes on select segments of roadways in the project vicinity, and the levels of service on these roadway segments have been documented by Kimley-Horn & Associates (Appendix 2). Following is a summary of existing roadway characteristics in the study area (Figure 2.6, *Existing Circulation*):

State Street

Classified as a Secondary Highway, State Street provides four travel lanes and a center two-way left-turn lane in the project vicinity. Sidewalks are provided on both sides of the street north of Menlo Avenue, but are intermittent south of Menlo. State Street is served by Riverside Transit Agency (RTA) Route 31 (Figure 2.7, *Existing Public Facilities and Services*). State Street is a designated truck route, and is not on the City of Hemet's Trails System Master Plan for bikeways and recreation trails.

Menlo Avenue

As Menlo Avenue is classified as a Secondary Highway, the City's standard would typically provide 64 feet of pavement width; however, certain segments of the street are much narrower and lack curbs and gutters. Currently, one lane of travel is striped in each direction, although some segments are wide enough for more lanes. The street is undivided, with a double yellow line or single broken yellow line separating directions of travel. Menlo Avenue provides Class III bike lanes, and is a designated truck route between Sanderson Avenue and San Jacinto Street. A portion of Menlo Avenue is served by the RTA Route 33 Ladybug Shuttle.

Oakland Avenue

Classified as a Local Collector, Oakland Avenue generally provides 40 feet of pavement from curb to curb; however, portions of the roadway do not yet have curbs or gutters. Sidewalks are also intermittent. One lane of travel is provided in each direction separated by a double yellow line. Class II bike lanes are striped on Oakland Avenue near the project vicinity. RTA Route 74 travels along Oakland Avenue between Lyon Avenue and San Jacinto Avenue (Figure 2.7, *Existing Public Facilities and Services*).

Alessandro Street

This street is not shown on the City's Circulation Element; it is assumed to be a local street. Currently, Alessandro Street does not have curbs, gutters, or sidewalks on the eastern side of the roadway nearest the project site. The existing pavement is approximately 36 feet wide. No center striping or any other pavement markings currently exist on the street, but it is wide enough for one travel lane in each direction.

All streets serving the project site currently operate at Level of Service A. Therefore, the roadways can accommodate significant additional vehicular traffic.

LEGEND

- Secondary Highway
- Local Collector
- Local Street

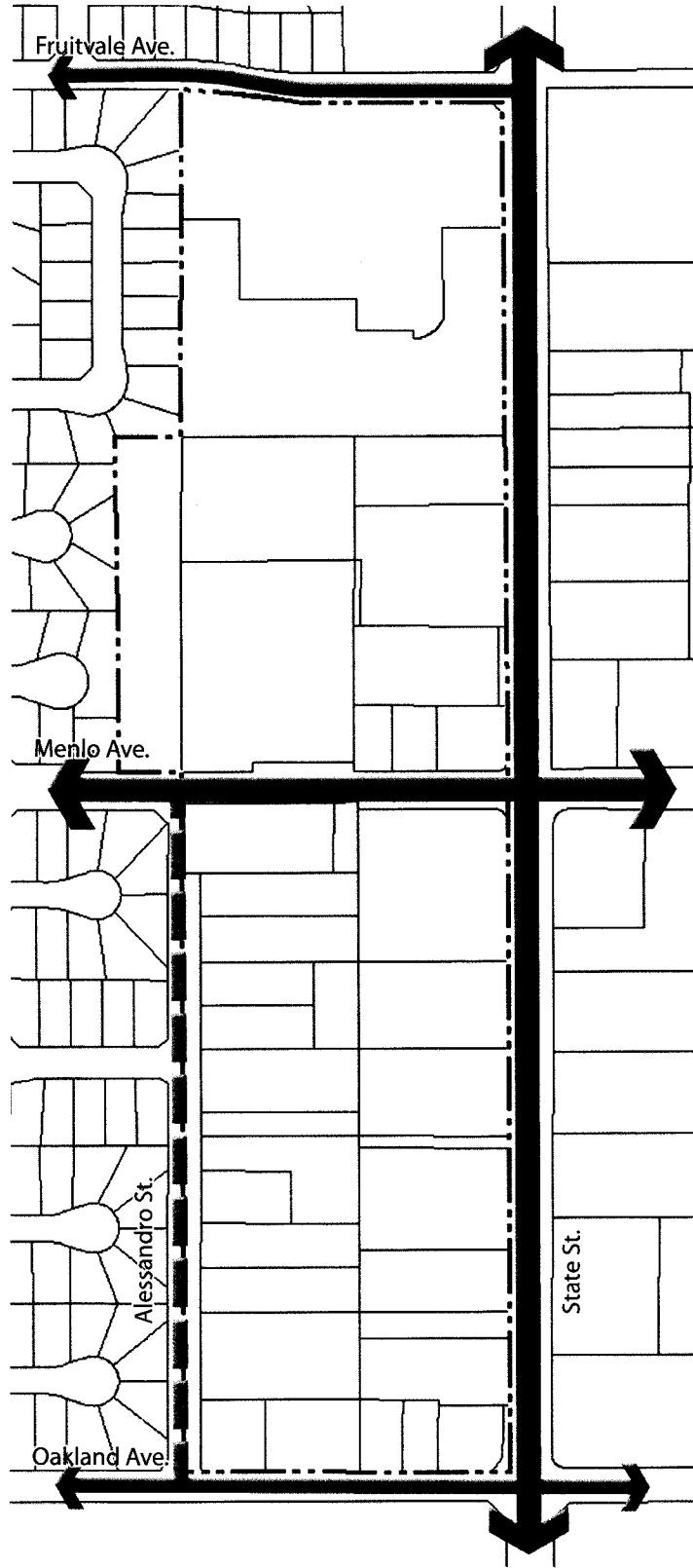


Figure 2.4 Existing Circulation

2.4 Modified Phase I Environmental Site Assessment

This assessment evaluated the site history, existing observable conditions, current site uses, and current and historic uses of surrounding properties to identify the potential presence of recognized environmental conditions (RECs) in connection with the site. RECs are defined as the presence or likely presence of any hazardous substances or petroleum products on the property. This includes hazardous substances or petroleum products under conditions in compliance with laws. The RECs research was not intended to include conditions that do not generally present a material risk of harm to public health or the environment. Based on the assessment, known or suspect environmental conditions that would preclude redevelopment of the site for residential and/or commercial uses were not identified. The full Modified Phase I Assessment can be found in Appendix 3.

2.5 Surface Water and Groundwater

Surface water at the site generally flows to the west and northwest, with ultimate surface flows to the City of Hemet storm drain system. Regional groundwater flow is anticipated to be to the south (EMWD 2006). According to the Federal Emergency Management Agency (FEMA) Issued Flood Map, portions of the site fronting State Street, Menlo Avenue, and Oakland Avenue are located in Flood Zone A, which is a 100-year flood zone (Figure 2.5, *FIRM Flood Map*). The site is located in the Hemet South subbasin of the San Jacinto Valley Groundwater Basin. The depth to groundwater as of 2005 was approximately 265 feet below ground surface (EMWD 2006).

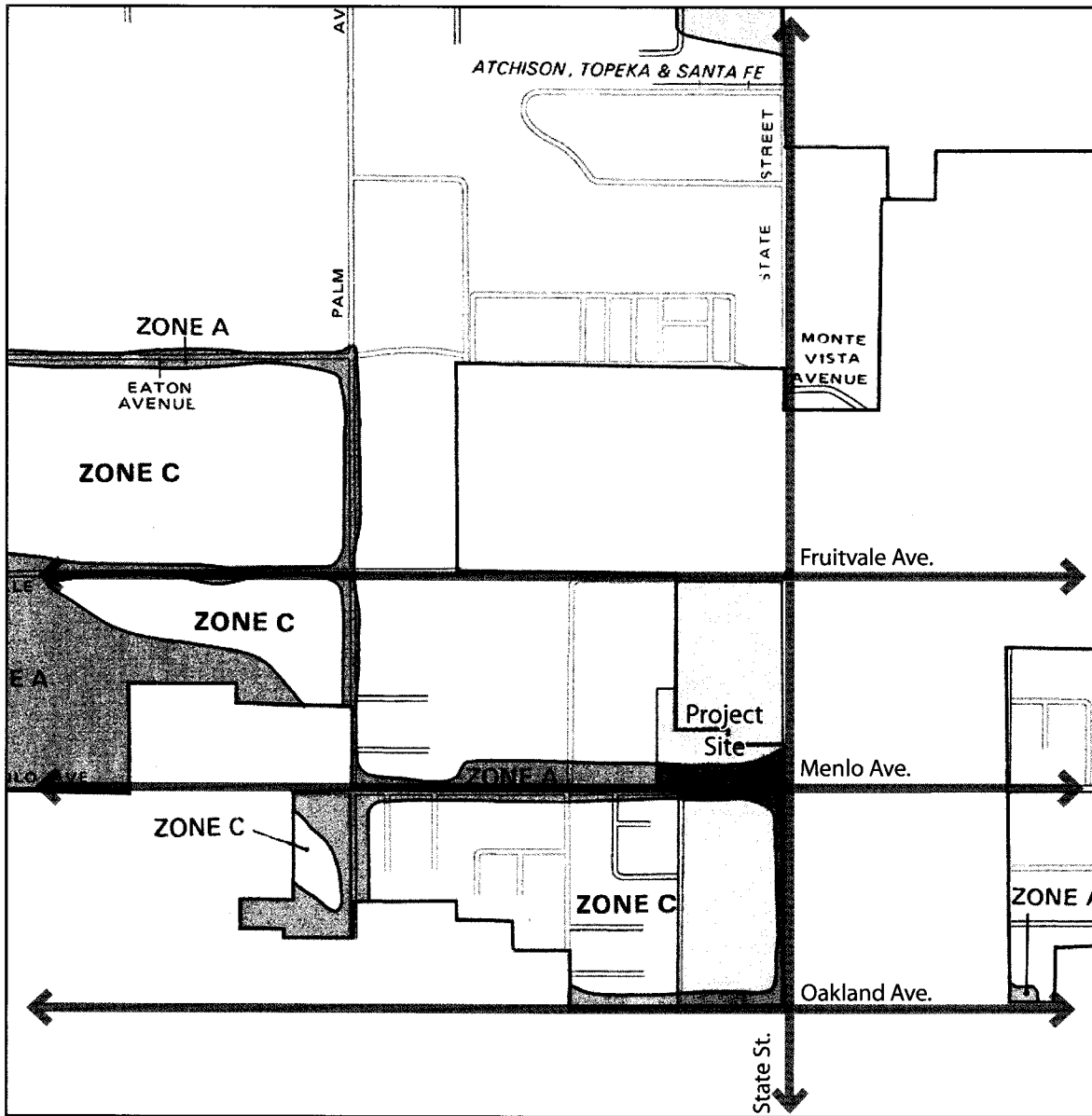


Figure 2.5 FIRM Flood Map

2.6 Utilities

The environmental site assessment process included contacting utility providers regarding the adequacy of utilities to serve the site, including water, wastewater, and natural gas. Information was requested from utility providers on current capacity and long-range plans to increase capacity to accommodate growth. However, utility service issues should be examined in more detail prior to redevelopment activity on-site.

2.6.1 Water and Sewer

The area north of Menlo Avenue is served by the Eastern Municipal Water District (EMWD); the area south of Menlo is served by the Lake Hemet Municipal Water District (LHMWD). As depicted on Figure 2.6, *Existing Utilities*, water and sewer connections can be made to existing lines located within the rights-of-way for Alessandro Street, Oakland Avenue, State Street, and Menlo Avenue. All water for Hemet is supplied by underground wells. EMWD also provides sewage disposal services to the site. Abandoned septic systems are assumed to exist on-site; however, there are no public records on the quantity or locations of septic tanks.





2.6.2 Gas

Services are provided by the Southern California Gas Company. Gas connections can be made to existing lines located within the rights-of-way for Alessandro Street (two-inch), Oakland Avenue (six-inch high pressure), State Street (two-inch), Menlo Avenue (four-inch) and Fruitvale Avenue (two-inch).

2.6.3 Electricity

No Southern California Edison (SCE) transmission lines abut the project site. However, the site is served by SCE distribution lines (under 50 kV).

LEGEND

-  Gas
-  Irrigation
-  Water
-  Sewer

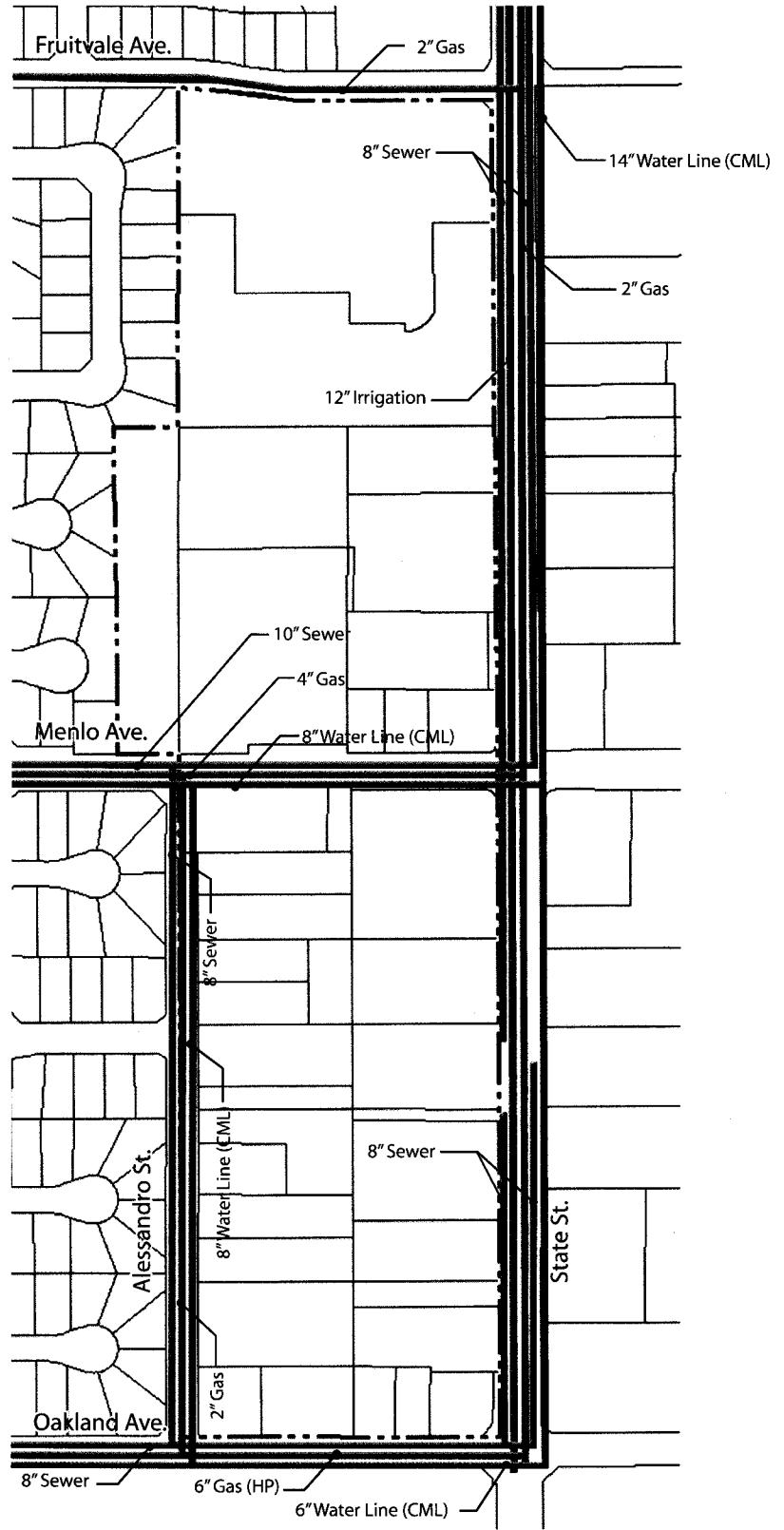


Figure 2.6 Existing Utilities

2.7 Public Facilities and Services

2.7.1 Transit Services

The project site is currently served by two regional RTA bus routes: Route 74 travels Oakland Avenue, serving Mt. San Jacinto College's San Jacinto and Menifee campuses, and Route 31 travels State Street, serving Sun Lakes Village to the northeast and the Hemet Valley Mall on Florida Avenue (Figure 2.7, *Existing Public Facilities and Services*). RTA is planning the construction of a new bus station across from the project site, on the east side of State Street. Given the intent of the Revitalization Plan to increase the amount of affordable housing (including senior housing), there will be a need to work with the transit agency in the future to determine the proper location for bus stops serving the site.

2.7.2 Parks

There are no public parks within the immediate vicinity of the North Hemet subarea. A park oriented toward preserving the City of Hemet's agricultural heritage is proposed within the future Stock Farm development located directly across Oakland Avenue. However, two public parks serve the North Hemet project area. The Jerry Searle Youth Sports Park is located approximately one-half mile from the subarea at 1001 N. Buena Vista. In addition, the 36-acre Valley-Wide Regional Park is located approximately one mile from the subarea, in the City of San Jacinto. Both facilities are administered by the Valley-Wide Recreation and Park District (Figure 2.7, *Existing Public Facilities and Services*).

2.7.3 Schools

The project site is served by two school districts. The area north of Menlo Avenue is served by the San Jacinto Unified School District; the area south of Menlo is served by the Hemet Unified School District, as shown in Figure 2.7. Following is a summary of schools that will serve the future population, their respective distances from the project site, and existing capacity constraints:

Table 2.1 Hemet Unified School District Summary

School	Distance From Site	05-06 Attendance	Current Capacity	Difference
Jacob Wiens Elementary	0.65 miles	733	750	17
Santa Fe Middle	0.75 miles	1,224	1250	-26
West Valley High	3.25 miles	3,003	2450	553

Note: Schools are at capacity with no plans for school expansion. The District is planning on adding the following schools in the area: Tahquitz HS (capacity 2400) at 4425 W Commonwealth opens in August 2007; Rancho Viejo Middle School (capacity 1250) opens in August 2008.

Developers Fees: As of 3/5/2007, school fees are \$4.08 per sq foot. Fees are subject to change.

Table 2.2 San Jacinto Unified School District Summary

School	Distance From Site	Current Attendance	Current Capacity	Difference
Park Hill Elementary	2.0 miles	860	1,000	140
North Mountain Middle	2.5 miles	1,088	1,190	102
San Jacinto High	2.4 miles	2,100	Unknown	Unknown

Note: North Mountain Middle is adding 10 new classrooms within the next six months. San Jacinto High is adding 48 new classrooms by the end of the year.

Developer Fees: Development Construction square foot: \$0.42 per sf; Residential Construction square foot: \$4.92 per sf



Figure 2.7 Existing Public Facilities and Services

2.8 Commercial and Residential Market Study

A commercial and residential market study prepared for the Subarea (see Appendix 4) contained the following findings and conclusions:

- The market area defined by the study contains 30,000 people and 11,000 households, and covers portions of both the cities of Hemet and San Jacinto (20 percent of the combined households in the two cities).
- Population growth rates in the market area are strong (3.7 percent annual growth rate compared to 2.3 percent growth rate in Hemet and San Jacinto).
- Market-area incomes are weak compared to average incomes in Hemet and San Jacinto.
- 42 percent of the market-area residents are Hispanic, compared to 31 percent of Hemet and San Jacinto's residents.

2.8.1 Commercial Findings and Recommendations

The development of new commercial space at the project site will be challenging within the short-term due to a combination of factors:

- There are insufficient housing units surrounding the project site that would support any new commercial space.
- The relatively low incomes among existing residents further reduces demand for new commercial space.
- There is strong competition from nearby commercial centers.
- There are several new commercial centers under construction, including the Wal-Mart Supercenter less than two miles from the project site, which will absorb some or all of the spending leakages in the area.

These short term constraints may be reversed once the North Hemet Revitalization Plan, the Stock Farm project, and transit village area are built out. The new housing being planned for the surrounding area will create demand for more commercial space, but it will take many years for the market area to mature. Based on these considerations, the project site may eventually be able to support 20,000 to 30,000 square feet of commercial space, which could be anchored by a small 10,000 square foot grocery store and include space for a medium-sized restaurant, small shops, personal services, and small eating establishments. This amount of space requires about three acres of land to be reserved. The most promising grocery store anchor should have a product mix that attracts Hispanic consumers, who constitute 40 percent of the market area households.

2.8.2 Housing Findings and Recommendations

The location of the project site, just north of the downtown, across from a future transit village, and adjacent to a new planned residential community, presents a strong opportunity to create a new mixed-use neighborhood with market-rate and affordable units with a variety of housing types, live-work space, and retail. New infill housing and mixed-use development can transform the project site into an attractive neighborhood, serving multiple demographic groups, that will benefit from the nearby civic uses, parks, retail and service stores, and other businesses. The residential market analysis identified the following factors that were the basis for the land use strategy (Chapter 3) of the Revitalization Plan:

- There is strong demand and great need for affordable housing, especially larger family units. Demand could be satisfied by either affordable rental and/or for-sale housing.
- Hemet area demographics characteristics can support the development of affordable and market-rate, age-restricted (senior) housing.
- There is strong demand for market-rate townhomes or condominiums priced between \$150,000 and \$250,000.
- Although live-work space is an untested real estate product in Hemet, the Revitalization Plan should be flexible to adjust to future proposals for live-work space. The potential for live-work space will improve once public transit and neighborhood retail can be established.
- An assisted-living complex could be supported on the project site, which would take advantage of workforce skills and the community's reputation as a senior citizen destination. Assisted living could be viable as either an affordable or market rate complex.
- Additional multifamily units could be developed on the project site without altering the neighborhood character (up to 1,900 multifamily units within the market area).
- Market-rate rental is currently not viable in this housing market because of the imbalance between rents earned and the development costs.

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Chapter 3.0

Strategic Land Use Plan

3.1 Purpose and Intent

The heart of the Revitalization Plan is a Proposed Land Use Plan (Figure 3.1) that provides a conceptual framework in which to implement the project objectives. This plan is guided by design themes, site constraints, holding capacity, market constraints and opportunities, and affordability objectives. The plan provides for a maximum of 261 dwelling units (including assisted-living units), parks, a senior center, and an office/retail village along State Street. The initial planning framework was formed by the existing development to be retained (Vistas Apartments) and perimeter roadways. A proposed internal circulation network was developed to provide strong connectivity between uses on the site and to adjacent neighborhoods, the future transit village, and the downtown. The Proposed Land Use Plan identifies a mix of allowed densities, which are consistent with the City of Hemet General Plan. The land uses, corresponding intensities/densities, and recommended housing types are presented in Table 3-1.

The Proposed Land Use Plan is accompanied by a land use/circulation strategy and design prototypes for residential, commercial, and public uses. It is intended to be a guide for the County and City in the selection of developers, the pursuit of public financing, and other investment decisions. It is also intended to provide the foundation for a future Specific Plan to be adopted by the City of Hemet. The Proposed Land Use Plan is designed to be flexible to adapt to future market conditions, development proposals, and redevelopment funding opportunities. It is important to note that although the North Hemet Subarea is a total of 38.3 acres, it includes the existing Hemet Vistas affordable apartment project. Therefore, this Revitalization Plan is only planning for the redevelopment of the remaining portion of the Subarea, which totals 29.6 acres.

3.2 Land Use Planning Framework

The framework for land uses is established by the external public roadways, proposed internal roadways, and proposed open space/park network. The Revitalization Plan is anticipated to be implemented over several years by more than one developer/builder within the context of this framework. The timing of development, product type and location, and level(s) of affordability for each project will be dependent on:

- Real estate market conditions;
- Finding qualified and interested developers;
- Availability of financial incentives and subsidies necessary to implement the project;
- Negotiation of a disposition and development agreement (DDA) between Riverside County and the developer; and
- Obtaining necessary entitlements from the City of Hemet.

Therefore, the Revitalization Plan should be flexible to respond to these variables. This built-in flexibility will ensure realization of the Revitalization Plan's objectives, as well as be responsive to the many variables faced by Riverside County, the City of Hemet, and individual developers over time.

3.3 Land Use Strategy

The Revitalization Plan has been developed within the context of the surrounding community, including proposed developments on the periphery of the project site, and the City's evolving General Plan update. The Plan will provide guidance for redevelopment of the project site into a community of a maximum of 261 homes with supporting retail, office, and community facilities. A combination of up to five housing types have been identified through this process to accommodate the diversity of household incomes, household sizes, ages, and lifestyles. Additional housing types may be accommodated through the Specific Plan process.

The North Hemet project area will be integrated by green spaces, such as parks and squares, internal pedestrian pathways with linkages to adjacent neighborhoods, and a consistent overall design theme. The design theme addresses historic architectural themes, providing for neighborhood identity and an aesthetically pleasing environment in which to live. It is proposed that senior residents be directly served by an on-site Riverside County Senior Services Center. The location of the senior center is flexible, but it should be easily accessible to any age-restricted units on the site and located in proximity to commercial uses. The 6.78-acre Retail Village identified in Table 3.1 is large enough to accommodate up to 97,300 square feet of commercial and office uses and a 12,000-square-foot senior center. The local-serving commercial uses may include a grocery store, small retail shops, professional offices and services when supported by the market.

The blocks of residential and commercial are defined by an internal road network. It may be desirable to combine some blocks for a larger development, such as an assisted living project, but the overall design intent is to create a smaller fabric and mix of uses, similar to the historic areas of Hemet. Section 3.3.4 describes the Circulation Plan.

The Proposed Land Use Plan also identifies parks with an overlay designation. The intent is to allow flexibility in the final location and configuration of park spaces. However, multiple parks are to be distributed throughout the project site and function as focal areas for the neighborhoods.

Figure 3.2, *Illustrative Site Plan*, presents one alternative configuration for developing the site. Higher-intensity uses are located along State Street and Menlo Avenue. Products are designed to front onto streets and are developed and mixed into smaller groupings. Walls are eliminated or minimized. Internal connectivity between uses and to adjacent neighborhoods is high.

Table 3.1 Land Use Summary

Land Use	Net Acres ¹	Density/ FAR	Max. DU/ Sq.Ft.	Corresponding Prototypes
Medium Density Residential	1.37	10-12 du/ac	17	- Green Court (Single Family Detached) - Assisted Living ²
Med-High Density Residential	9.09	13-20 du/ac	182	- Townhomes - Live-Work ³ - Garden Apartments - Assisted Living ²
High Density Residential	1.71	21-36 du/ac	62	- Family Apartments - Assisted Living ² - Live-Work ³
Retail Village / Community Facilities	7.53	-	109,300 s.f.	- Market/neighborhood retail, office and services - Senior Services Center (12,000 sf) - Live-Work ³
Parks and Open Space	1.91	-	-	- Two parks and usable common open space areas - Additional local park requirements are proposed to be met through in-lieu fees.
TOTAL	21.61	-	261	

1. Net acres excludes proposed internal roads and Hemet Vistas apartments.
 2. Age-restricted housing, ranging from independent living in individual units to fully assisted living.
 3. Live-work units are a subset of Townhomes.

LEGEND

- Medium Density Residential**
 Max. 17 du @ 10~12 du/ac
 - Green Court
 (Single Family Detached)
 - Assisted Living

- Med-High Density Residential**
 Max. 182 du @ 13~20- du/ac
 - Townhomes
 - Live-Work
 - Garden Apartments
 - Assisted Living

- High Density Residential**
 Max. 62 du @ 21~36 du/ac
 - Family Apartments
 - Assisted Living
 - Live-Work

- Commercial/Community Facility**
 Max. 109,300 sf

- Park**

Note: Final size, location and program of parks to be determined through project processing.

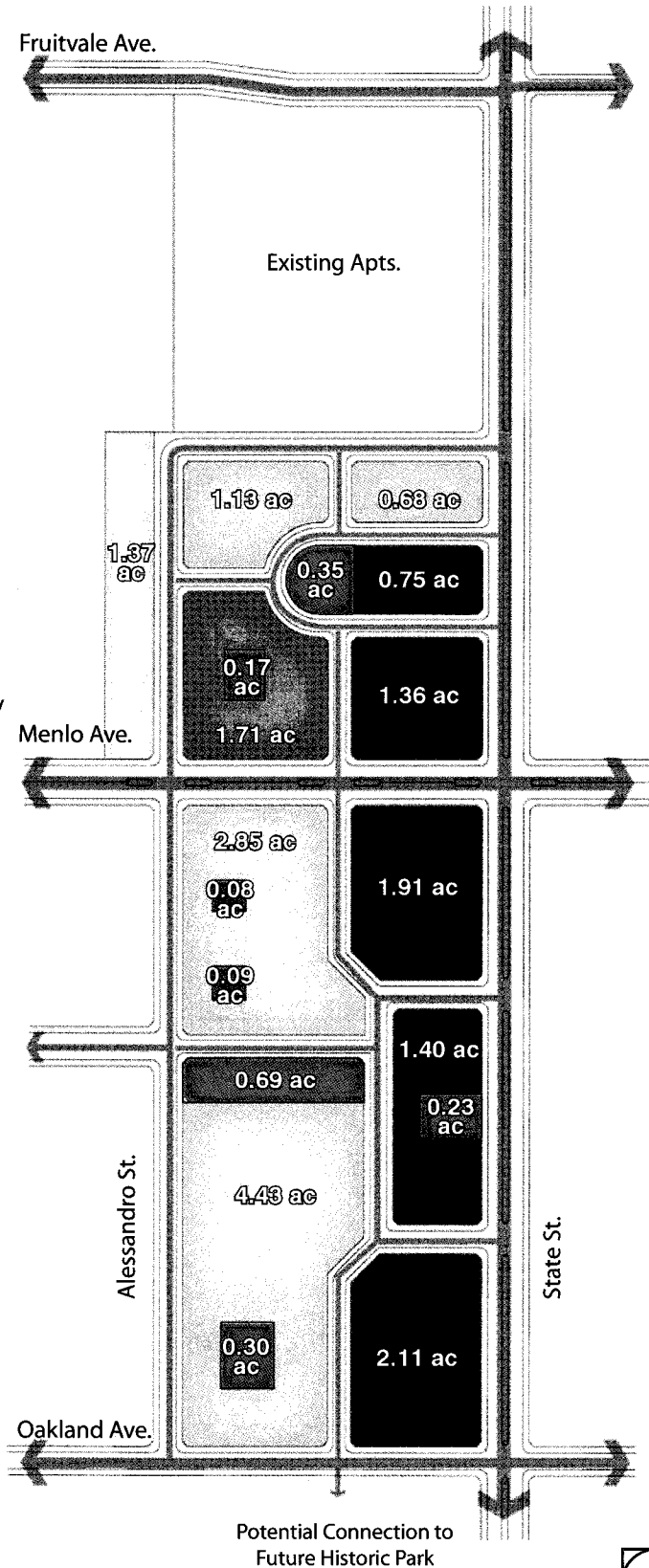
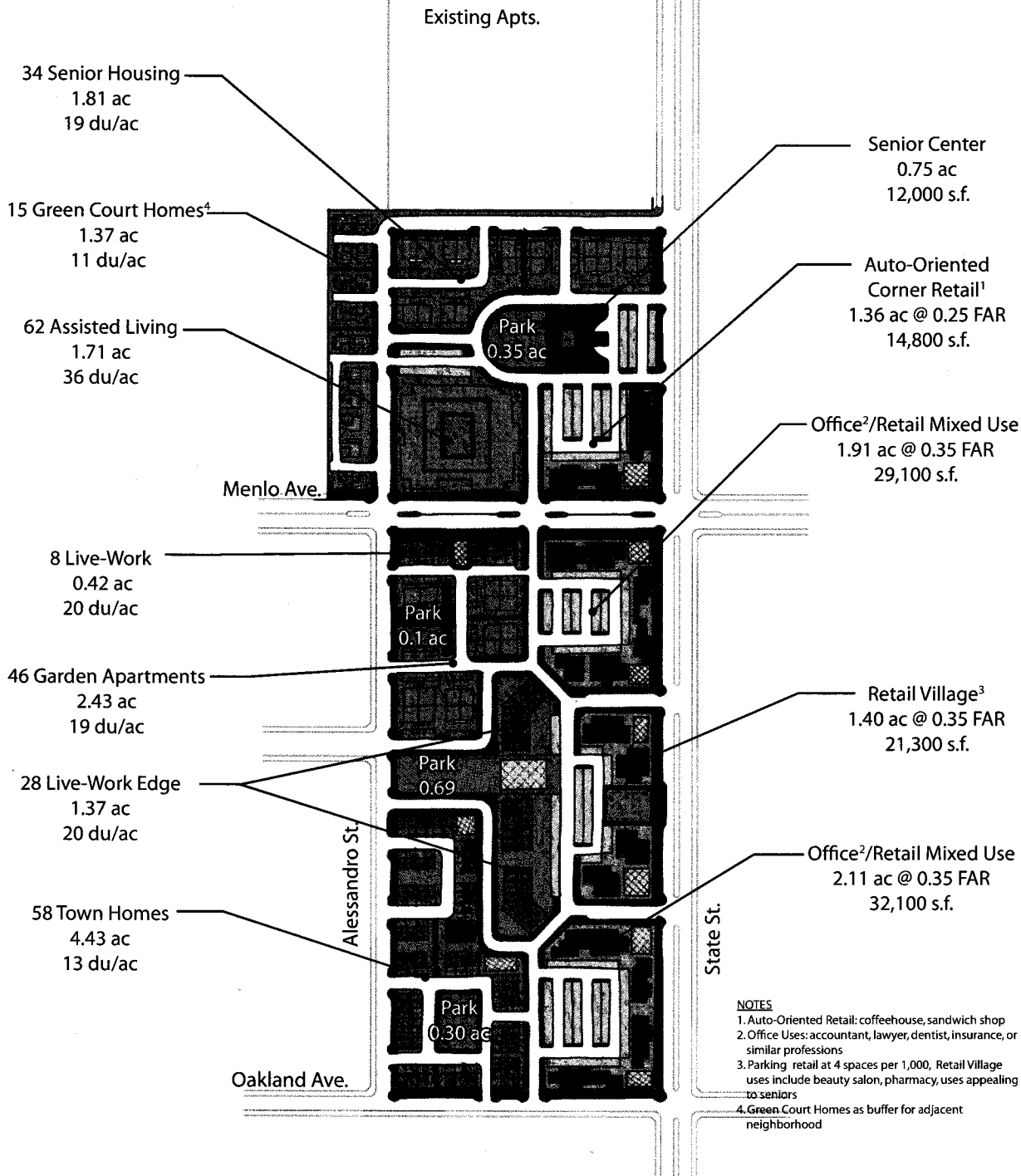


Figure 3.1 Proposed Land Use Plan



Total Dwelling Units: 223 du
Retail: Approx. 97,300 s.f.



NOTES
 1. Auto-Oriented Retail: coffeehouse, sandwich shop
 2. Office Uses: accountant, lawyer, dentist, insurance, or similar professions
 3. Parking retail at 4 spaces per 1,000, Retail Village uses include beauty salon, pharmacy, uses appealing to seniors
 4. Green Court Homes as buffer for adjacent neighborhood

Figure 3.2 Illustrative Site Plan



3.3.1 Residential

The land use plan identifies five residential product types, accommodating a range of household incomes, family sizes, and age demographics. The mix of residential prototypes was guided by the Revitalization Plan objectives, the market study recommendations, and the project site's physical constraints and opportunities. Additional product types may be established through the Specific Plan process. The following residential prototypes are recommended to meet the housing needs of the Hemet/San Jacinto market area:

- **Green Court Homes:** Detached single-family, one- and two-story green court homes (Figure 3.3, *Green Court Homes*). Units are proposed to be two and three bedrooms, and range in size from 1,200 to 1,800 square feet.
- **Townhomes:** Two-story townhomes, including live-work units (Figures 3.4, *Town Homes* and Figure 3.5, *Live-Work Town Homes*). Units are proposed to be two and three bedrooms, and range in size from 1,000 to 2,000 square feet. Live-work units are an untested real estate product in Hemet. Therefore, this Plan recommends that the units be flexibly designed to adjust to market conditions and specific developer proposals.
- **Garden Apartments:** Senior condominiums in a two- or three-story stacked flat prototype. (Figure 3.6, *Garden Apartments*) Units are proposed to be one and two bedrooms, and range in size from 550 to 850 square feet. Units are recommended to be simple floor plans in 4-plex or 8-plex interior corridor buildings with carport parking. First-floor flats allow for construction of fully accessible units.
- **Family Apartments:** Affordable, three-story multifamily apartments (Figure 3.7, *Family Apartments*). Proposed units range from two to four bedrooms and range in size from 800 to 1,800 square feet. The multifamily apartments are intended to be 100 percent affordable, but dispersed throughout the project area. Based on the area demographics and demand, larger family units are recommended to the extent feasible.
- **Assisted Living:** These units should be affordable to the extent feasible. The market study has determined that an assisted living complex could be supported at the project site, which would take advantage of workforce skills and enhance the community's attraction as a senior citizen residential destination. It is anticipated that the assisted living units will range from individual independent living units to fully assisted living units.

DESCRIPTION

- Single-Family Detached (1,200-1,800 sf)
- 1-2 stories
- 10-12 du/ac

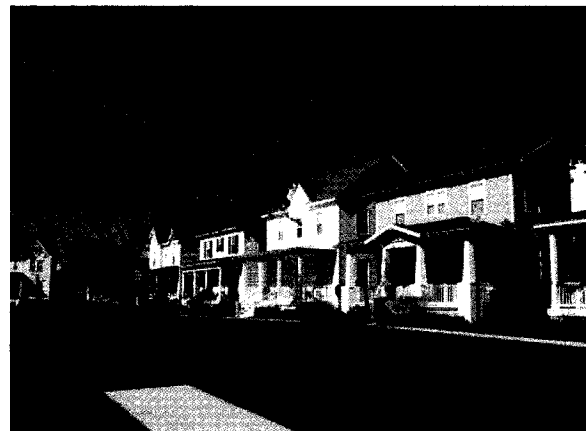
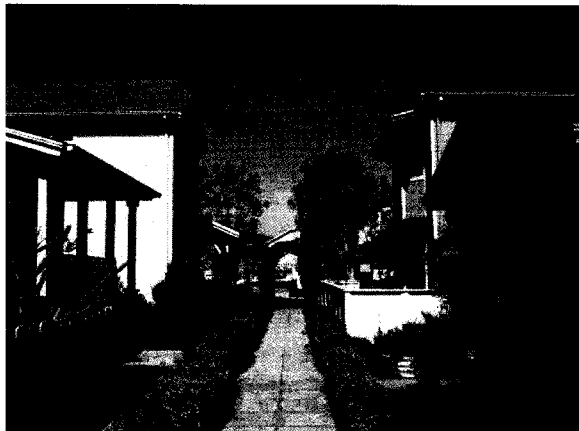
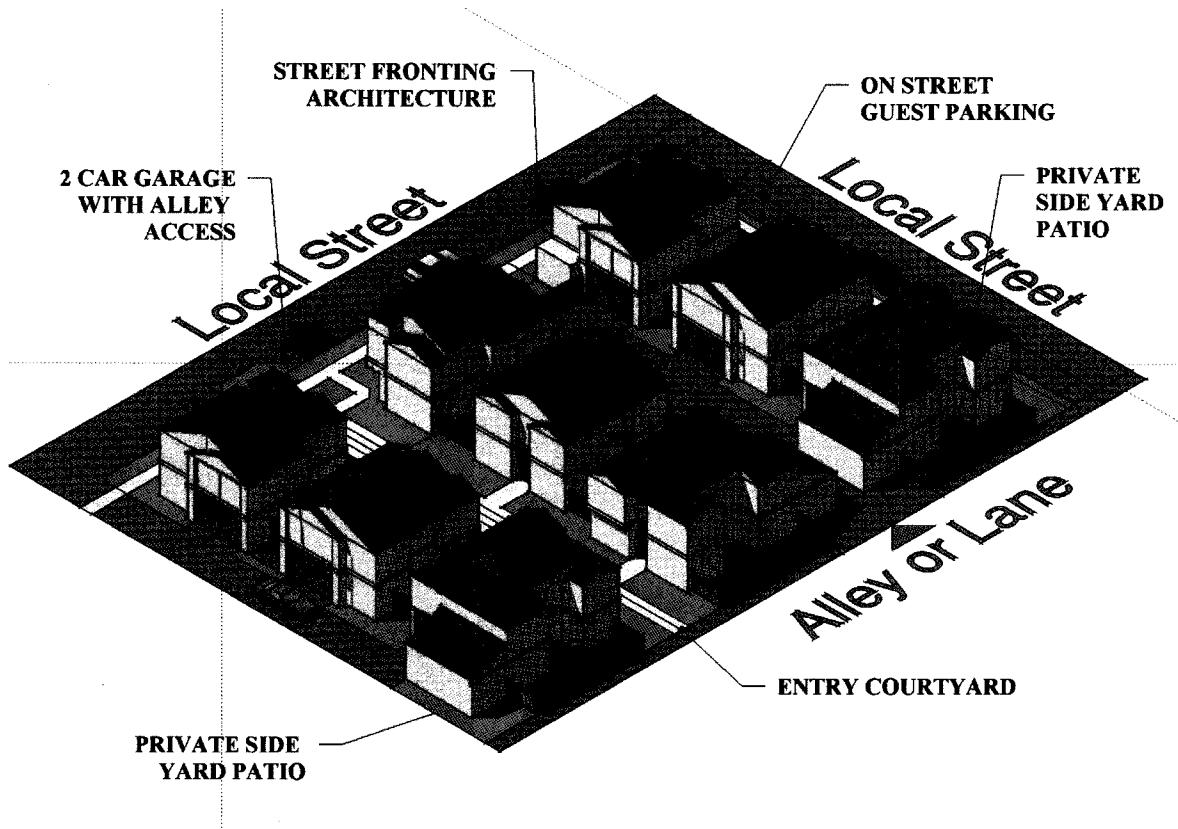


Figure 3.3 Green Court Homes

DESCRIPTION

- 2-3 bedroom units (1,000 - 2,000 sf)
- 2-3 stories
- 13-20 du/ac

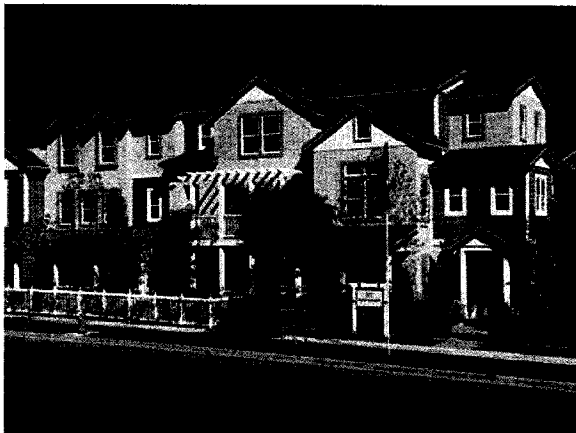
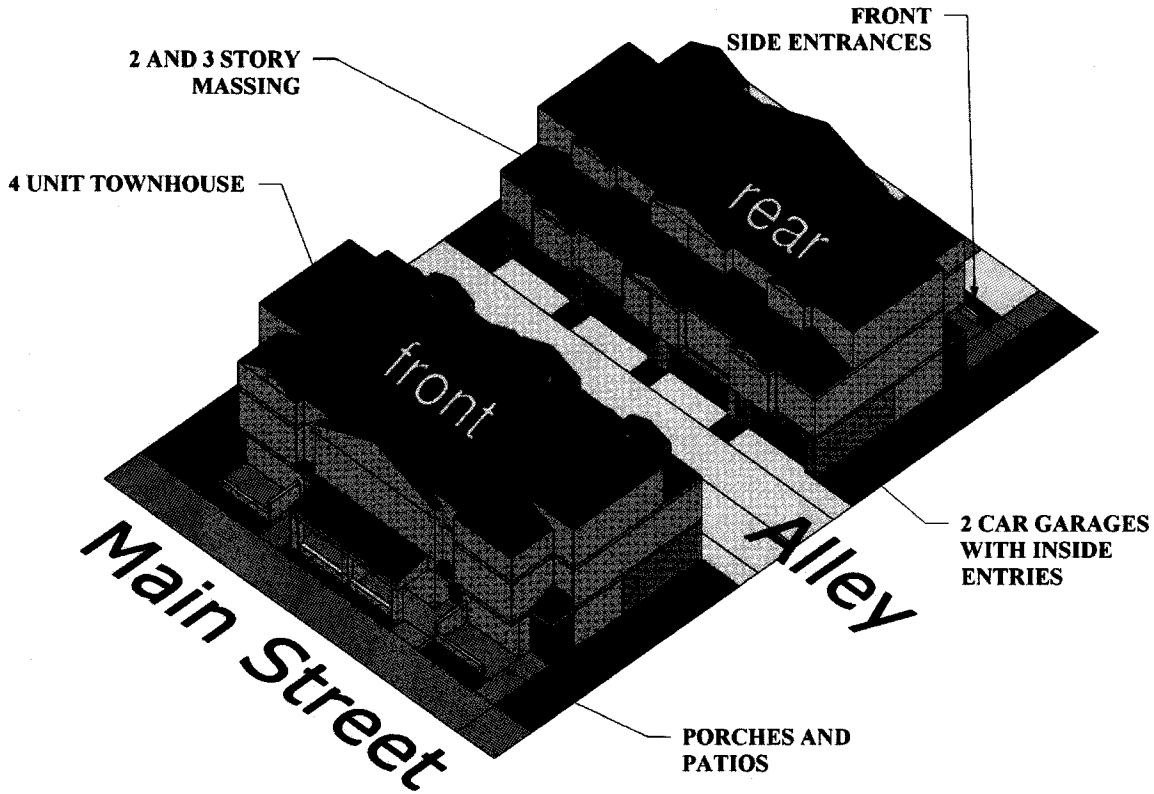


Figure 3.4 Town Homes

DESCRIPTION

- Subset of Town Homes with ground-floor service or retail
- 2-3 stories
- 13-20 du/ac

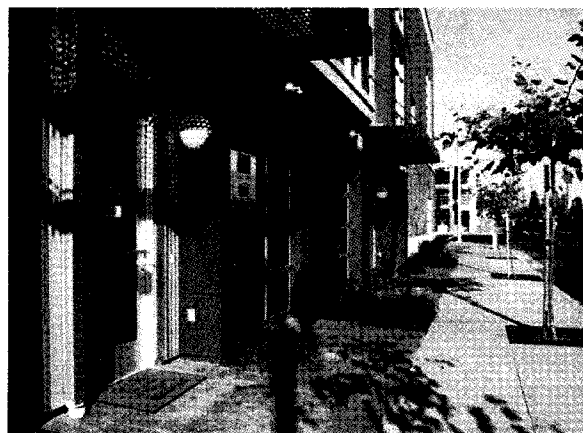
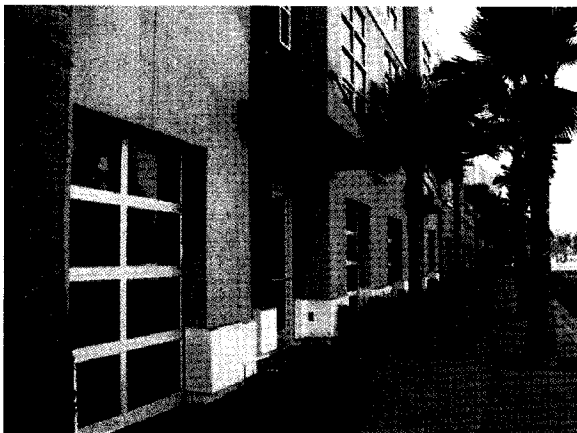
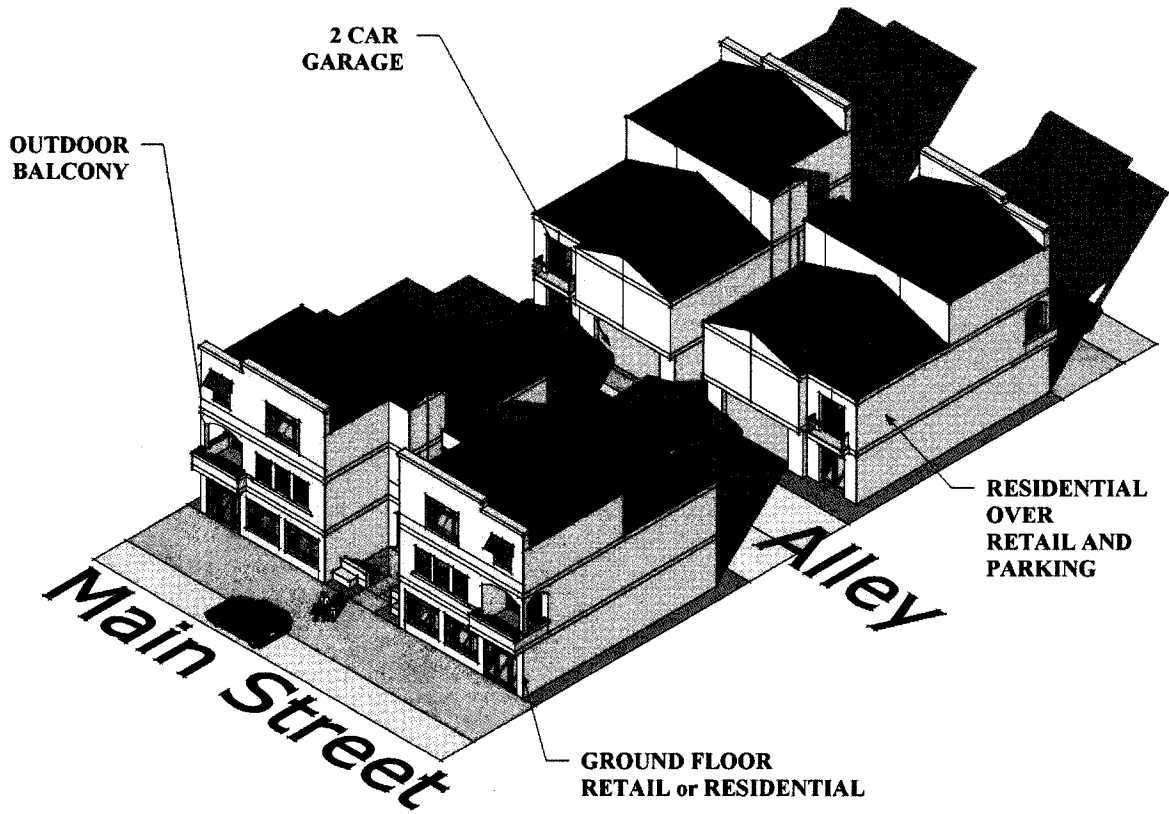


Figure 3.5 Live-Work Town Homes

DESCRIPTION

- 1-2 bedroom Senior Flats (550 - 850 sf)
- 1-2 stories
- 13-20 du/ac

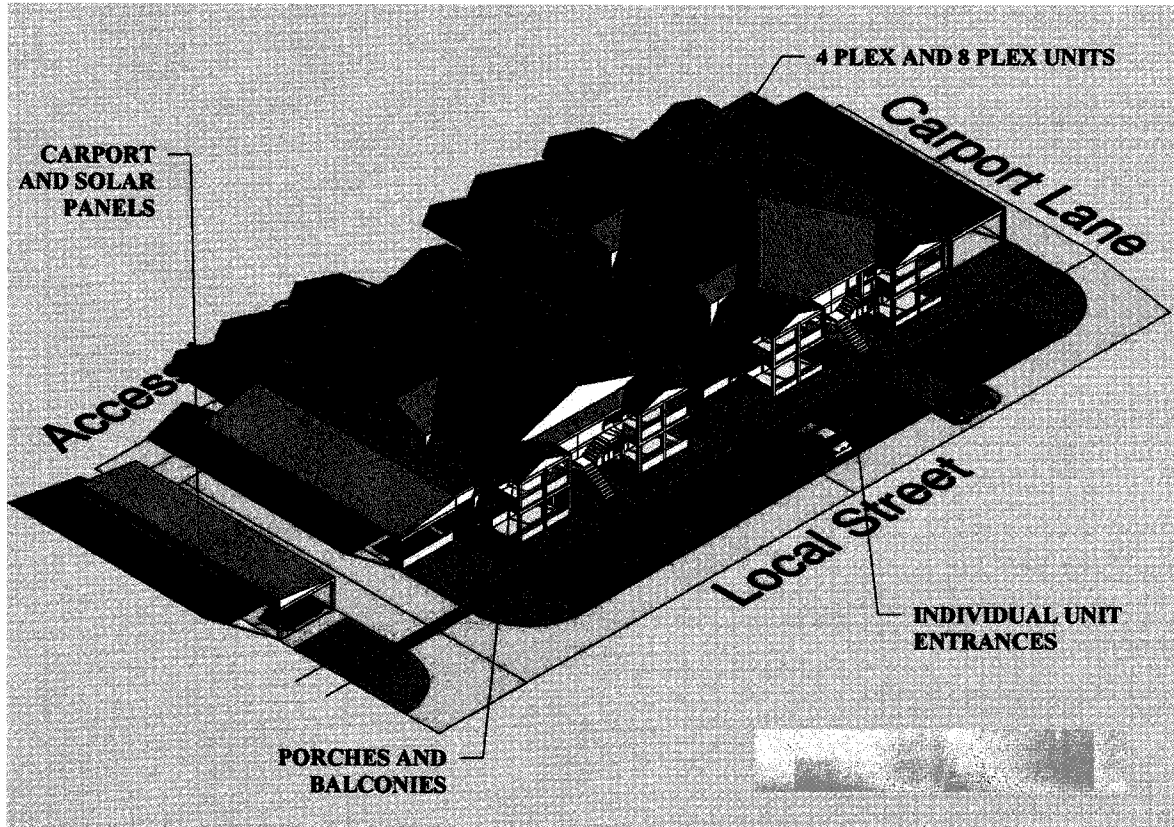


Figure 3.6 Garden Apartments

DESCRIPTION

- 2-4 bedroom units (800-1,800 sf)
- 3 stories
- 21-36 du/ac

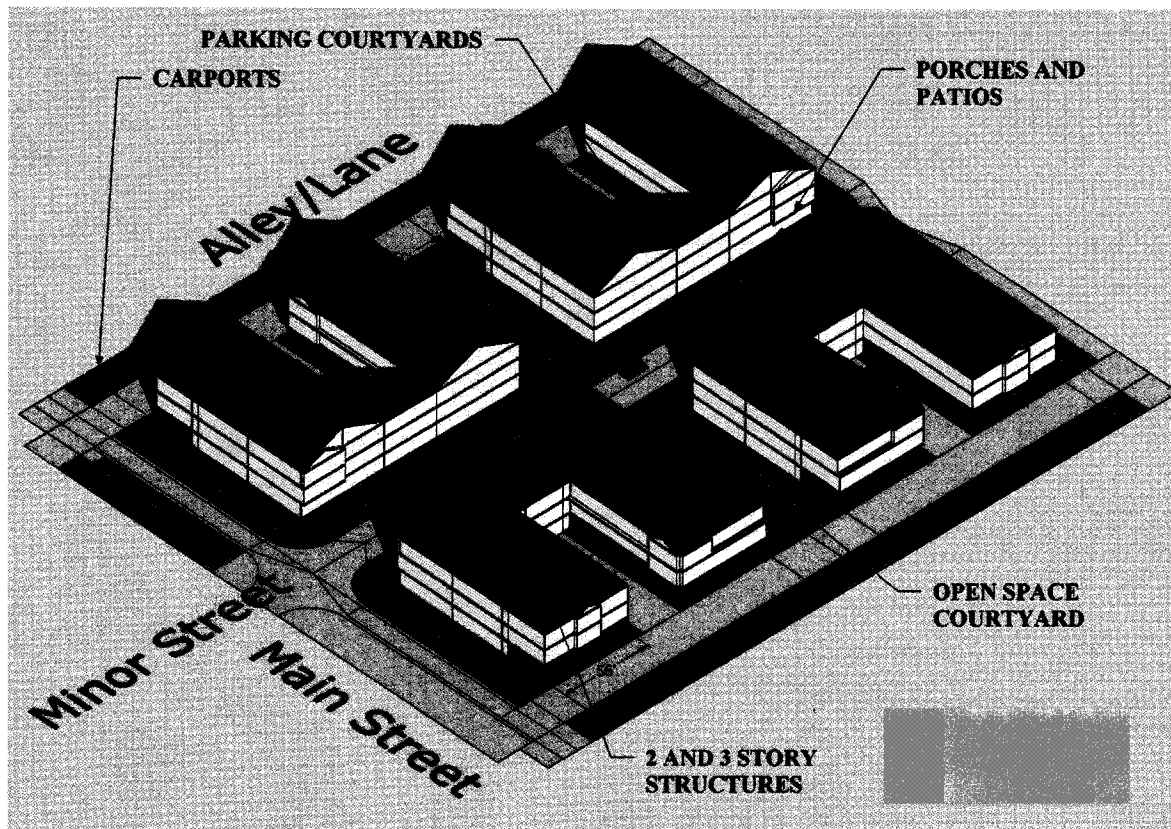


Figure 3.7 Family Apartments

3.3.2 Affordability Objectives

The affordability objectives for the North Hemet Revitalization Plan represent a new approach to building communities in the City of Hemet. Rather than relying solely on stand-alone 100 percent affordable projects, this Plan encourages the integration of affordable units with market-rate units and, therefore, into the fabric of the community.

The residential product types identified in this plan are well-suited to this approach. Affordable units could be distributed within the Green Court Homes, Town Homes, and Garden Apartments. The exterior of the affordable units would be identical to market rate units (either for-sale or rental units). The interior could be modified in terms of size and finishes to reduce costs. In addition, the maximum feasible number of affordable rental units should be provided within an assisted living or senior complex. The percentage and level of affordability within each of these products will depend on several factors, including the level and eligibility for subsidies, the depth of available resources for the subsidies, finding a developer with expertise in working on a mixed income development, and providing for the long-term administration of a resale program.

The market study identified a strong demand for affordable housing within the Hemet/San Jacinto region. There is also strong demand for market rate townhomes or condominiums priced between \$150,000 and \$250,000, which offer a home ownership opportunity for buyers who cannot afford single-family homes. This price range is consistent with the current market prices for condominiums in 2006. In addition, there is strong demand for affordable rental housing, particularly for larger family units.

The current average household earning \$39,800 annually can afford a monthly house/condominium payment/rent of no more than \$1,000 per month (assuming 30 percent of a household's monthly income for housing costs). However, there are very few housing units available for rent in Hemet for less than \$1,000 per month. In addition, more than 1,000 Hemet and San Jacinto households are waiting for subsidized Section 8 housing. Therefore, the market study recommends that the Revitalization Plan provide for as many affordable housing units as the community is willing and capable of accepting (both for-sale and rental units).

Due to the lower per-unit construction costs for the multifamily apartments, 100 percent of the Family Apartments are recommended to be rented as affordable units. The apartments should provide for a range of family sizes. Senior units will be particularly suited to the project site once transit and neighborhood retail are available.

3.3.3 Commercial and Community Facility

The Revitalization Plan provides for approximately 76,000 square feet of neighborhood commercial and office uses, including a neighborhood market of up to 10,000 square feet. Commercial uses are projected to become viable following buildout of the project area, and completion of initial phases of the Hemet Transit Village. Parking is calculated at a 4:1 ratio to account for internal trip capture and availability of future transit services.

A 12,000-square-foot senior services center will be provided within the Revitalization Plan to directly serve the senior residents of the community. The facility is proposed to be a relocated Riverside County facility, currently located within the vicinity of the project site. The future location of the senior center is a vacated, former Smart and Final store at the northern end of the project area.

3.3.4 Recreation and Open Space

The North Hemet Subarea is approximately one mile from a regional park and one-half mile from a sports park. Due to the close proximity to these active recreation facilities and the size of the project area (38.3 acres), small, dispersed passive-use parks and open space areas are recommended. These parks can either be internally focused and incorporated within the design of individual housing projects, or located at key common locations within the overall Subarea. The Specific Plan process will allow for further refinement of the park requirements, in coordination with the City of Hemet. Figure 3.8, Conceptual Open Space Framework, identifies an initial location of parks and open spaces.

Due to the lack of regional storm drains to serve the project site, development is expected to provide for on-site flood retention. Natural drainage system techniques are recommended that will allow much of the community's stormwater to soak into the ground rather than be piped off-site or retained in large, unsightly detention ponds. These drainage techniques are expected to reduce construction costs and result in a lighter imprint on the environment. Construction cost savings are due to the need for fewer pipes and less paving and massive excavation. The Specific Plan will include a storm drainage plan that will define the techniques to implemented.








Techniques that should be considered during the site Specific Plan process should include:

- Rain gardens: small, slightly depressed areas that can soak up stormwater. These gardens should be located in strategic areas within each neighborhood. Rain gardens can be landscaped with turf or shrubbery and function as aesthetically pleasing landscape amenities. The rain gardens can be supplemented by French drains, which percolate into the soil in which they are buried.
- Permeable pavement: surface alleys with crushed stone or porous pavement rather than solid asphalt or concrete.
- Other light-imprint drainage tools that should be considered are grass filter strips, bottomless planter boxes designed to capture runoff from buildings, and native plant perennial landscapes.

Successful implementation of light-imprint drainage techniques will depend on soil type. The absorption capacity of heavy clay soils will need to be improved through amendments, such as sand or rock.



LEGEND

-  Park
-  Median (Retention)
-  Landscape Edge
-  Pedestrian Path
-  Internal Paseo
-  Potential Connections
-  Potential Bus Stops

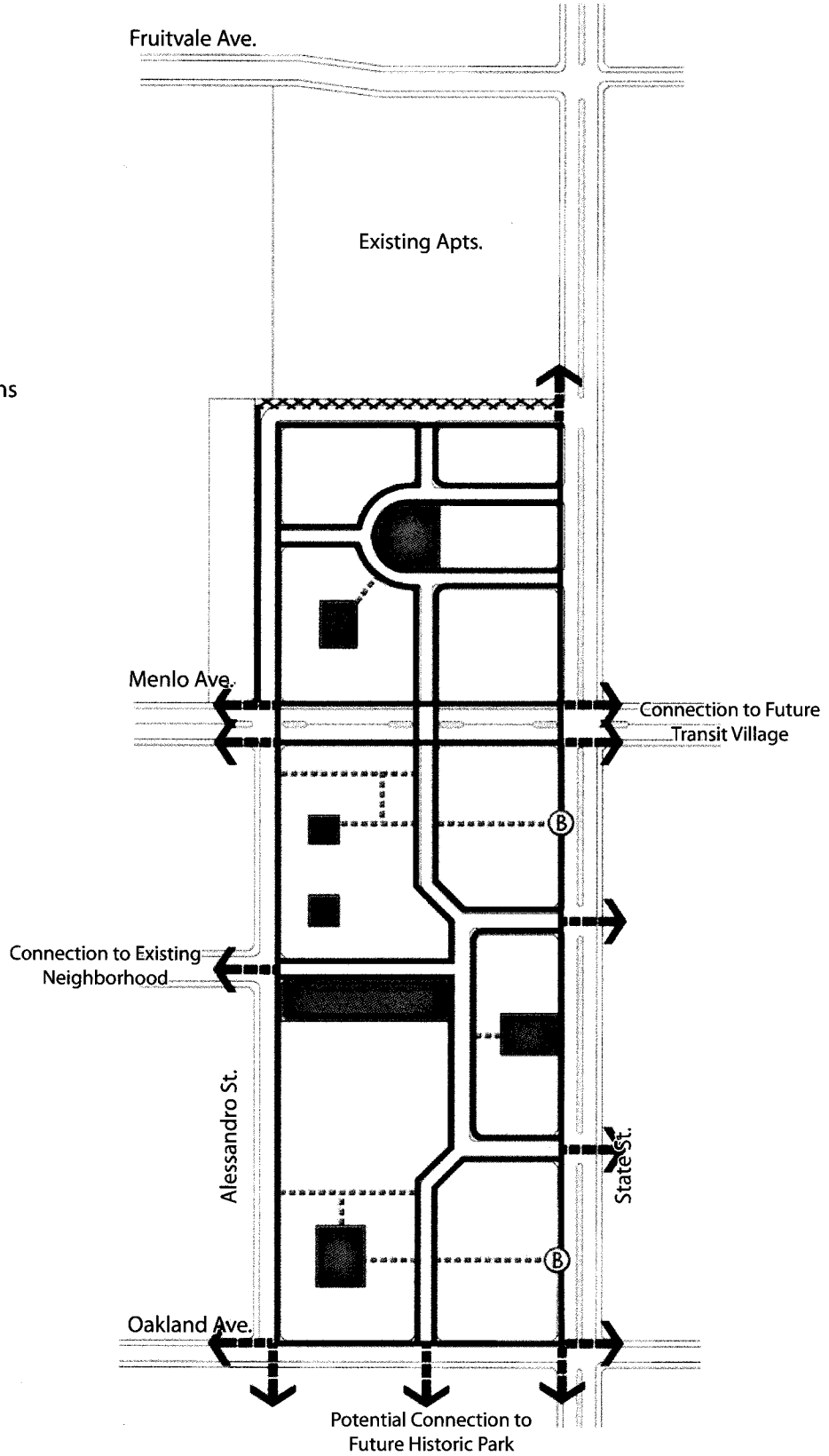


Figure 3.8 Conceptual Open Space Framework









3.3.5 Circulation

The circulation plan for the North Hemet Subarea (Figure 3.9, *Conceptual Street Framework*) recognizes the existing public roadways, but recommends landscape and hardscape improvements within and adjacent to these rights-of-way, along the project interface (Figures 3.10 to 3.14). Public roadway classifications, existing improvements, and levels of service are discussed in Chapter 2. Recommended improvements include landscape parkways with sidewalks separated from traffic lanes. In addition, traffic-calming treatments, including on-street parking, bulb-outs, and intermediate medians, are recommended for the segment of Menlo Avenue that crosses the site. The purpose is to calm traffic, not reduce capacity. Uses along Menlo should be oriented toward the street, which provides an opportunity for future live-work townhomes or nonresidential uses to utilize the on-street parking. The use of any traffic-calming measures will be analyzed in detailed through the Specific Plan process.

Proposed internal roadways that define the land use plan framework for North Hemet are depicted on Figure 3.9, *Conceptual Street Framework*. These roadways are proposed to be built as local streets, with enhanced parkways (Figure 3.13, *Typical Local Street Conceptual Cross-Section D-D'*). Access roads internal to each prototype area will be built as drive aisles of variable widths, depending on the need for parking. Precise dimensions for these roadways will be defined during the site planning process.

The following cross-sections identify both the typical street standards for the City of Hemet and the recommended design of the right-of-way. These recommendations will be evaluated through the Specific Plan process and final street-sections will be adopted by the City of Hemet.

- LEGEND**
-  Modified Secondary Highway (State Street)
 -  Modified Secondary Highway (Menlo Avenue)
 -  Local Collector
 -  Local Street
 -  Conceptual Internal Access Road
 -  Potential Bus Stop

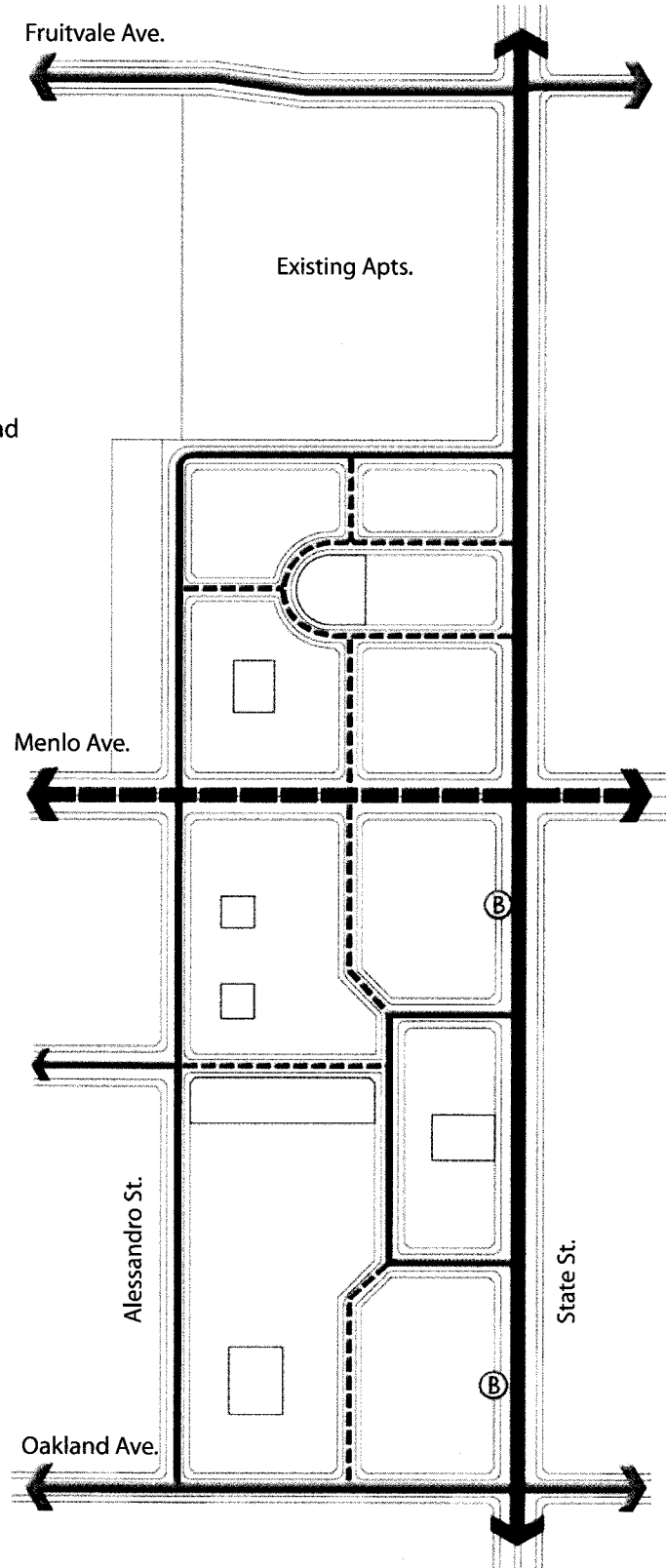


Figure 3.9 Conceptual Street Framework



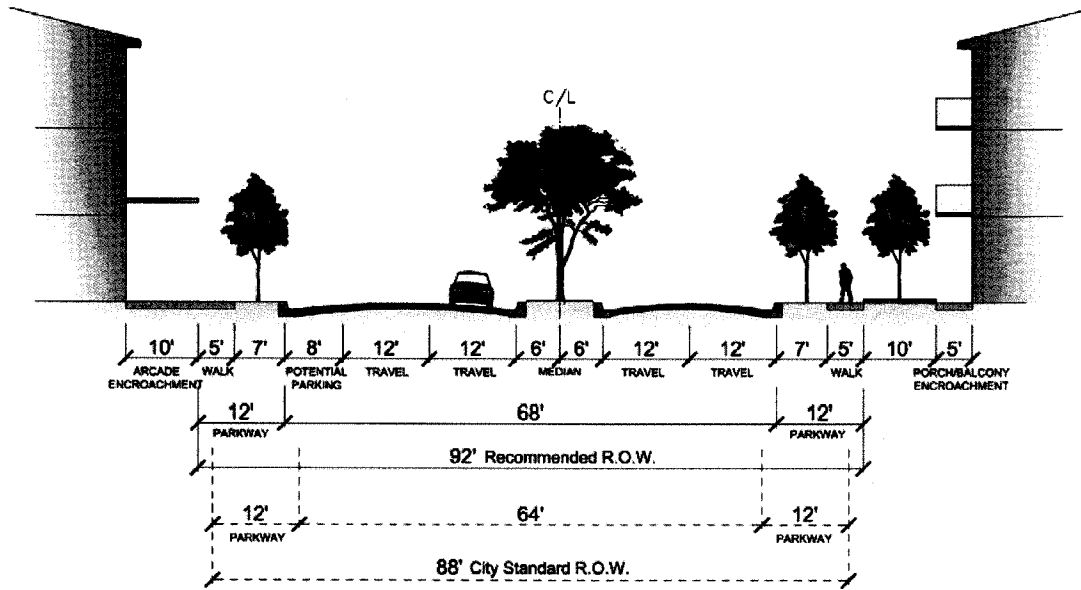


Figure 3.10 Modified Secondary Highway Conceptual Cross-Section A-A' (State St. Segment)

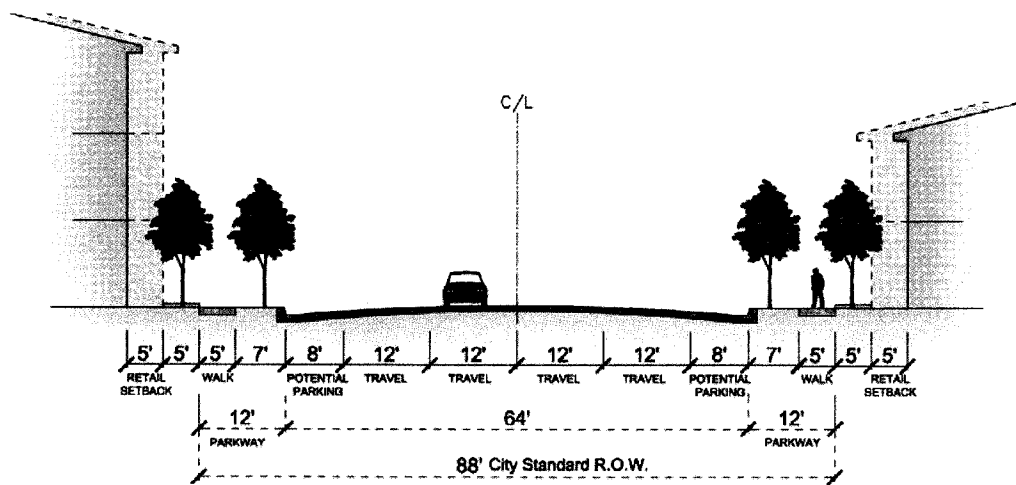


Figure 3.11 Modified Secondary Highway Conceptual Cross-Section B-B' (Menlo Ave.)

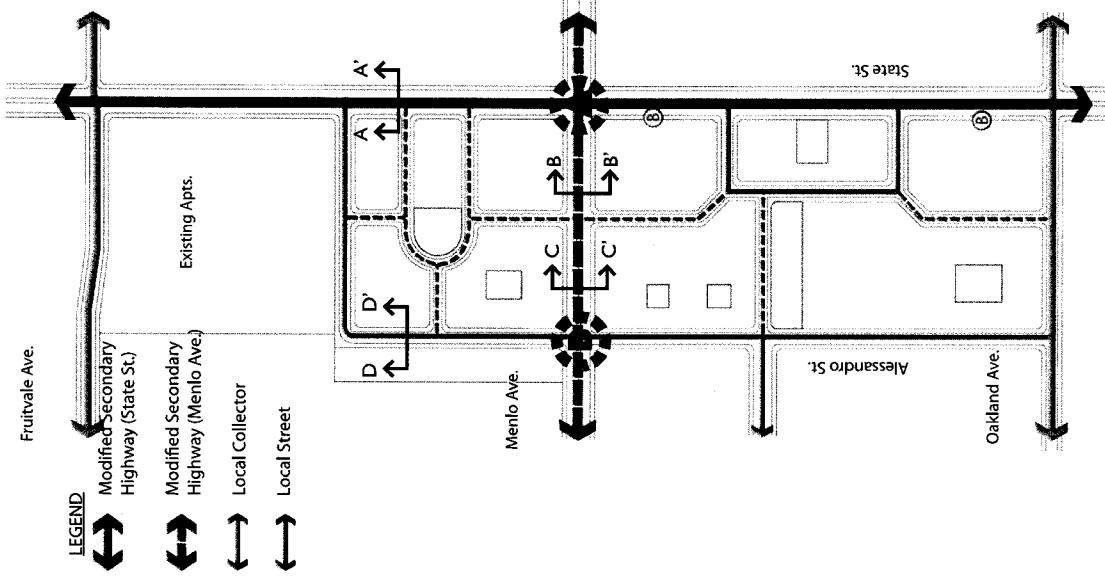
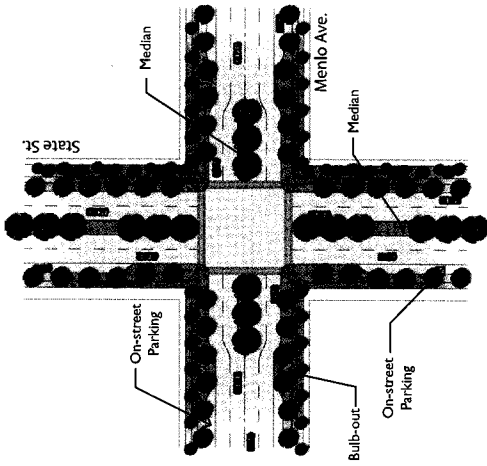
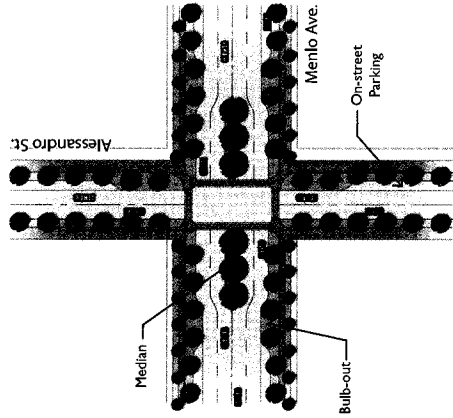


Figure 3.14 Intersection Plan Views and Key Map



Intersection Plan View A



Intersection Plan View B

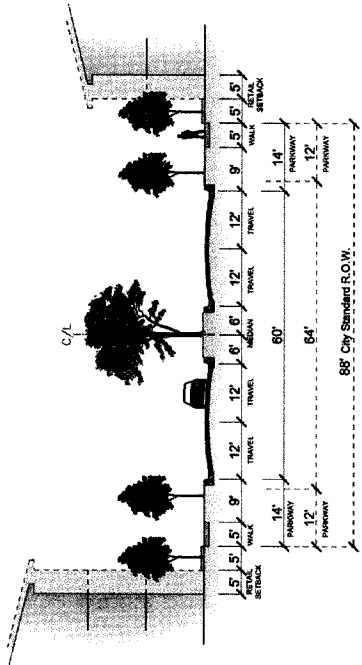


Figure 3.12 Modified Secondary Highway Conceptual Cross-Section C-C' (Menlo Ave. with Traffic Calming)

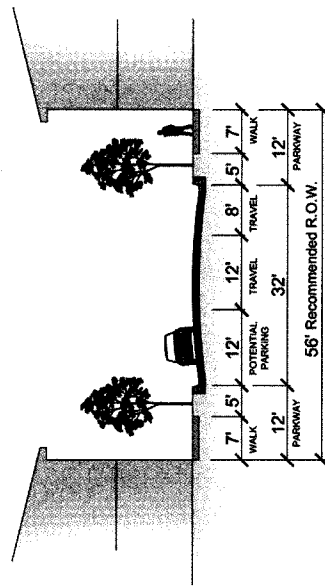


Figure 3.13 Typical Local Street Conceptual Cross-Section D-D'



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Chapter 4.0

Design Guidelines

4.1 Purpose and Intent

These Design Guidelines are intended to create an attractive and cohesive community identity by guiding the physical design of the North Hemet Revitalization Plan area. The guidelines below address design at the community and neighborhood levels (landscape and site design), and at the building level (architectural design). Architecture and amenities should be designed with timeless elements that will be appreciated as much as in the future as when built. While promoting quality design, these Design Guidelines provide necessary flexibility to encourage creativity on the part of property owners, designers, and developers.

4.2 Community Landscape Design Guidelines

The guidelines in this section apply to the entire project area of the North Hemet Revitalization Plan and provide design guidance relating to general landscaping, parks and open space, streetscapes, walls and fences, signage, and lighting. While these elements, in combination, contribute to the image and identity of the North Hemet Revitalization plan, they should also be environmentally conscious for the long-term sustainability of the project area and ultimately the City.

4.2.1 General Landscape Guidelines

- Landscape concept plans should include a plant palette containing drought-tolerant and native plants, including highlights of ornamentals for accents and identification of key areas. The use of exotic plant materials should be avoided.
- The use of landscaped medians at neighborhood entries is encouraged. As practical, utilize medians and parkways for water treatment and to reduce runoff.
- Groups of accent trees should be used at neighborhood focal points to provide a distinctive contrast.
- Where possible, landscaping, as opposed to walls, should be used to buffer adjacent land uses that are different in scale, use, or design.
- Tree coverage should be increased, with an emphasis on large canopy trees to provide shade in a hot climate.
- Trees should be placed strategically in developed areas to reduce the energy demand of adjacent buildings and the amount of heat absorbed by paved areas.
- Large groupings of plant materials are encouraged to create a logical sense of order and continuity throughout the community. Hydrozoning, the grouping of plants with similar water requirements, should be applied where possible.
- The use of large turf areas should be minimized in landscaping by incorporating water-conserving native groundcovers or perennial grasses, shrubs, and trees.
- Water conservation measures should be incorporated into all irrigation systems. The use of reclaimed water, grey water, and/or collected rainwater for landscape irrigation is encouraged.
- Tree plantings, landscaped edges, berms, or low fencing should be used to buffer parking areas from the street and adjoining uses and reduce the visual impact of parked cars.
- Landscaping on the perimeter and within parking lots should provide shade and visual accents.

4.2.2 Parks and Open Space

- The creation of pocket parks and pedestrian trails and paths within neighborhoods is encouraged.
- Recreation and open space areas should be designed to accommodate the needs of different ages and abilities.
- Informal groupings of canopy trees should be used to provide shade and create visual interest.
- Ample outdoor furniture, compatible with the surrounding architectural styles, materials, and colors, should be provided.
- A combination of hard and soft paving may be used depending upon the function of the recreational amenity.
- Active areas may utilize turf, grasses, and ornamental plantings. Passive areas should primarily be composed of nonirrigated or drought-tolerant species.
- Pedestrian and bicycle access within the site should be considered. This access should include well-defined and convenient pedestrian walkways between buildings, from buildings to parking lots, and especially between the commercial and residential uses.



4.2.3 Streetscape

- Streetscape elements, such as landscaping, lighting, street furniture, and signage, should be consistent to create an attractive and cohesive community image and complement the surrounding architectural styles.
- Attractively landscaped medians should be provided along major roadways to reduce vehicular speed, create a pedestrian-friendly environment, and create a distinctive community identity. Median plantings should reflect the use of the roadway of which they are a part.
- Parkway landscaping should be utilized to minimize the visual impacts of on-street parking and provide a buffer for the pedestrian.
- Traffic-calming measures, such as bulb-outs and roundabouts, may be used in and adjacent to residential areas to reduce the speed of traffic and create a more pedestrian-friendly environment. If used, they should be placed in areas of high pedestrian movement to slow traffic and improve pedestrian safety and comfort.
- Special patterned paving should be provided at major intersections and pedestrian crossings within the Revitalization Plan area, such as the intersection of State Street and Menlo Avenue.
- Street trees will be planted according to the standards contained in the North Hemet Municipal Code. Species not found on the City list for approved street tree species may be included in parkways and/or medians subject to the approval of the Department of Public Works. Trees within private medians and parkways will be maintained by the Master Home Owners Association.



4.2.4 Walls and Fences

- Solid walls and fences should not dominate the street scene. They should only be used when landscaping is insufficient and/or impractical for noise attenuation, privacy, and shielding of incompatible adjacent uses.
- Wall faces that are visible to the public should be constructed of durable attractive materials that complement the adjacent architecture. When solid walls are necessary, split-face block, stone, or materials with similar visual qualities should be used. Likewise, view fences should incorporate visually attractive materials such as tubular steel, wrought iron, and stone (or faux stone) in areas where they are highly visible. Chain-link fences are not permitted.
- Walls and/or wall surfaces not visible to the public do not need the same high level of design detail. Pilasters should be incorporated into wall design, especially at entries and important community intersections.



- View fences and/or decorative walls should be placed where land uses are adjacent to open space areas, such as parks and paths. They allow for safety and privacy while preserving views and creating a more visually appealing neighborhood.
- Trees, vines, and landscaping should be used to soften the visual appearance of walls and fences as well as deter graffiti. Intermittent undulation of walls is encouraged as it will help to create a varied street scene.
- Walls should provide convenient pedestrian gates to ensure ease of pedestrian circulation.



4.2.5 Signage

- Project signage should have a consistent design theme and color palette throughout the development to achieve a coordinated sense of identity.
- Signs should be compatible with the building and site design in terms of scale, color, material, style, and placement. The exposed backs and sides of signs shall be architecturally treated to blend with the exterior character of the buildings and site.
- Signage should be visually interesting and informative. Cluttered designs and excess advertising should be avoided.
- Canned signs are discouraged. Illuminated channel letters should be used instead.
- Signs should be backlit or downlit to prevent glare and spillover onto adjacent properties.
- All signs shall be maintained in good repair.
- Signs shall comply with Section 90-1241 to 1286 of the Hemet Zoning Ordinance.



4.2.6 Lighting

- Lighting fixtures should be compatible with the architectural styles of surrounding buildings and yet consistent throughout the community.
- Attractive and consistent lighting elements should be provided along roadways within the neighborhood. The height, brightness, and spacing of the lighting elements should be appropriate to the scale and speed of the roadway.
- Pedestrian-scale lighting should be provided in areas with nighttime use, such as paths and walkways. The type, style, and intensity of pedestrian lighting should reflect the use and character of the area.
- To preserve views of the night sky, lighting elements should minimize glare, spillover, and light pollution. Direct outdoor lighting downward.
- Provide low-contrast lighting and use low-voltage fixtures and energy-efficient bulbs, such as compact fluorescent (CFL) and light emitting diode (LED) bulbs, when feasible.
- Lighting standards should be consistent with City safety and illumination requirements.



4.3 Site Design Guidelines

The purpose of site design guidelines is to address the general provisions of site development, as site design controls the proper placement of buildings and roads that service and access the various uses within the community. General site design guidelines are provided to establish consistency and continuity throughout the entire North Hemet Revitalization Plan area. Distinguishing guidelines are provided in greater detail for the different areas of residential, live-work, and retail commercial.

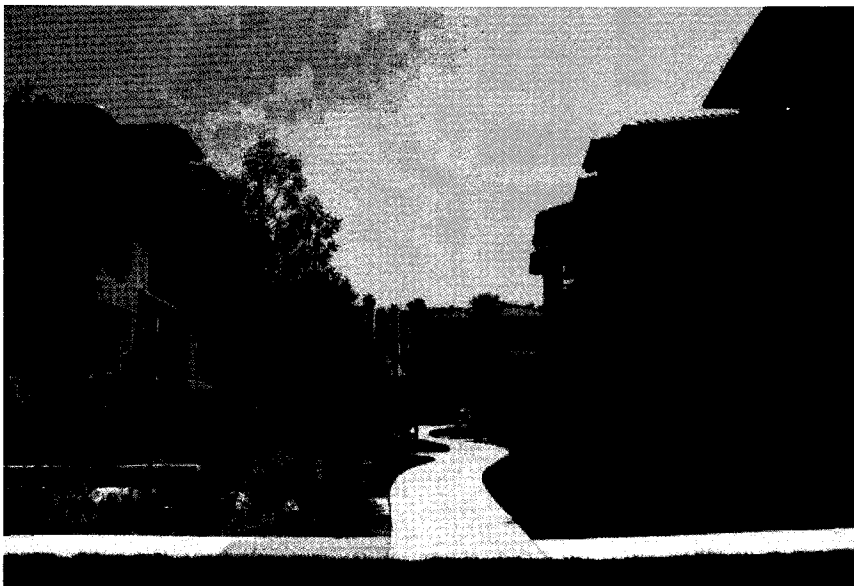
Residential design guidelines are intended to provide direction for the development of attractive, functional, and safe residential neighborhoods within the North Hemet Revitalization Plan area. Adherence to these guidelines is intended to create affordable, high-quality neighborhoods conveying a special sense of place that will distinguish North Hemet as a desirable place to live. These guidelines also apply to any residential-only development projects sited within the Live-Work land use designation.

Live-work units within the North Hemet Revitalization Plan area will primarily consist of flexible-space floor plans, with home office space on the ground floor and residential private living space behind or above. These residential units combine potential semipublic space with private living space, and therefore, require focused design guidance to achieve the kind of living environment envisioned for live-work.

Guidelines for the commercial area are intended to guide site development and design to create attractive public areas and provide efficient, convenient, and safe access for vehicular and pedestrian traffic. Adherence to these guidelines is intended to create a special sense of place that will ensure lasting quality in North Hemet.

4.3.1 General Site Design Guidelines

- Neighborhoods should be designed to be walkable, with highly visible and well-lit connections to adjacent commercial, residential, and open space areas.
- Vehicular access to each site should be designed to ensure minimum conflict between pedestrians, automobiles, and service vehicles. Sight lines, pedestrian walkways, and lighting are factors to consider in final site designs.
- Buildings should be located and oriented to positively define edges at streets, roads, and parks and create a clear sense of enclosure. Structures should be designed to relate to each other and the surrounding area.
- The placement and design of structures should facilitate and encourage pedestrian activity and convey a physical and visual link to the adjacent residential developments, streets, and sidewalks.
- When possible, adjacent buildings should be designed with shared open spaces, plazas, and courtyards that can serve as outdoor eating and gathering places.
- In particular, the Senior Center should be strategically located within the North Hemet Revitalization Plan area for convenient pedestrian access from adjacent residential and commercial uses, as well as access to transit services.
- Parking should be dispersed into multiple smaller lots as opposed to one large lot, where feasible, and screened with berms and landscaping.
- Storage, loading areas, and service entrances should be located to the rear of the structure and oriented away from noise-sensitive uses. Landscaping, berms, and walls should be used to buffer adjacent uses from these areas.
- On-street parking should be provided where possible. On-street parking tends to slow traffic and serves as a barrier between vehicular traffic and pedestrians, creating a safer pedestrian environment.



4.3.2 Residential Site Design Guidelines

- Landscaped parkways, consistently spaced canopy street trees, continuous sidewalks, and pedestrian-scale streetlights should be incorporated in all residential neighborhoods.
- Neighborhood entries should be located at points with convenient accessibility and clearly defined with distinctive architectural elements.
- Buildings should be oriented and clustered in such a way as to provide courtyards and usable open space areas.
- Alley-loaded products help to create a pedestrian-friendly streetscape and are encouraged. Alleys should be landscaped to improve their aesthetic quality.



4.3.3 Live-Work Site Design Guidelines

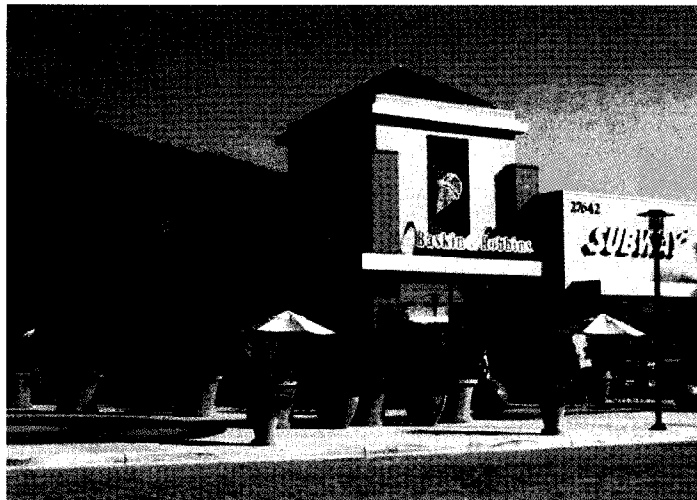
- Live-work should provide accessible ground-floor work spaces that comply with applicable accessibility standards.
- Ground-floor home office uses should be physically separated from residential uses within the live-work unit while maintaining a cohesive building façade.
- Residential areas should be oriented away from potentially noisy or incompatible adjacent uses.



- Residential areas should be placed and oriented to ensure reasonable levels of privacy.
- The main entrance to the ground floor space should be directly accessible from the street. The residential dwelling unit should be accessible by a separate entrance.
- Residential parking areas should be located as close as possible to residential uses.
- Parking lot designs are encouraged to maximize shared parking potential of uses on-site and accommodate efficient vehicular movement throughout the specific plan area.
- Parking lots should not dominate the street scene but should be tucked behind buildings, where possible.

4.3.4 Retail Commercial Site Design Guidelines

- The neighborhood commercial center should be oriented to create a vibrant and comfortable pedestrian environment with attractive public amenities such as walkways, plazas, and shaded sitting areas.
- Public plazas shall be located near major building entrances, access points, or areas of high pedestrian traffic, to ensure their use and highest functionality. They should be either contiguous or connected via landscaped pedestrian walkways.
- Entryways should be treated with special design features, such as special paving, graphic signage, specialty lighting, ornamental trees, or flowering plants that are consistent with the community theme.
- Storage, loading areas, and service entrances should be designed so service vehicles have clear and convenient access and do not block adjacent vehicular or pedestrian circulation or vehicular parking.



4.4 **A**rchitectural Design Guidelines

These architectural guidelines apply to all projects within the North Hemet Revitalization Plan area and are intended to ensure architectural quality and attention to detail. The North Hemet Revitalization Plan presents a selection of compatible architectural styles that convey the historical character of the City of Hemet while also allowing for variety and individuality. These styles include Traditional Farmhouse, English Tudor/Victorian, and California Craftsman Bungalow styles.

Architectural styles and detailing are extremely important to the identity and appeal of residential neighborhoods and individual homes. With residential densities ranging from moderate to high densities, careful attention should be given to maintaining a comfortable neighborhood scale, unified streetscape elements, and functional private and public space. There should be no visually discernable difference between affordable and market-rate residential units.

Architectural interest should be provided in live-work and commercial retail uses through varied rooflines, architectural detailing, accent lighting, and massing. Consistency should be maintained through commonalities of architectural style, color, landscaping, signage, and lighting. The senior center should utilize specialized design features consistent with the design theme of the North Hemet Revitalization Plan to create a focal point within the project area, yet maintain compatibility with the adjacent commercial use.

4.4.1 Architectural Style

The architectural styles recommended for the North Hemet Revitalization Plan are:

- *Traditional Farmhouse*
- *English Tudor/Victorian*
- *California Craftsman Bungalow*

Each architectural style is represented on the following pages (Figures 4.1 through 4.3) in the form of a summary description of its main components. These summaries will be used by the City of Hemet's Planning Department to determine if the submitted architecture plans substantially conform to the architecture styles identified in this document. Proposed architectural plans are not required to contain all the elements identified for each particular style. Rather, the matrix is intended to set forth a description of style elements and features generally associated with the architectural style.

Commercial retail buildings should incorporate elements of the recommended architectural styles to ensure consistency and continuity throughout the North Hemet Revitalization area. However, they are not restricted to these styles, as commercial retail uses typically have different architectural features and requirements.

- Architectural styles should be accurate and appropriate for the building typology.
- The massing, character, and detailing of the architectural styles should be as authentic to the selected styles as possible. However, contemporary adaptation of traditional vernaculars is acceptable.
- Although historical architectural vernacular is encouraged, direct replication or mimicry is discouraged.
- The choice of architectural expression should be derived, primarily, from the respective building typology.
- Within the same architectural style, variation in floor plans, unit types, roof form, colors, and materials should be used to differentiate adjacent units and add character and visual interest to a neighborhood.

Style Elements	Recommended
Form & Massing	<ul style="list-style-type: none"> • One-and-one-half to two-and-one-half stories • Simple building massing
Entry	<ul style="list-style-type: none"> • Front porch
Roof	<ul style="list-style-type: none"> • Simple ridged roofs with no dormers • Gambrel roof
Details	<ul style="list-style-type: none"> • Simple wood columns • Centrally located chimney • Double-hung windows
Materials & Colors	<ul style="list-style-type: none"> • Horizontal sheathing • Wood shingles and/or clapboards

Typical Photo

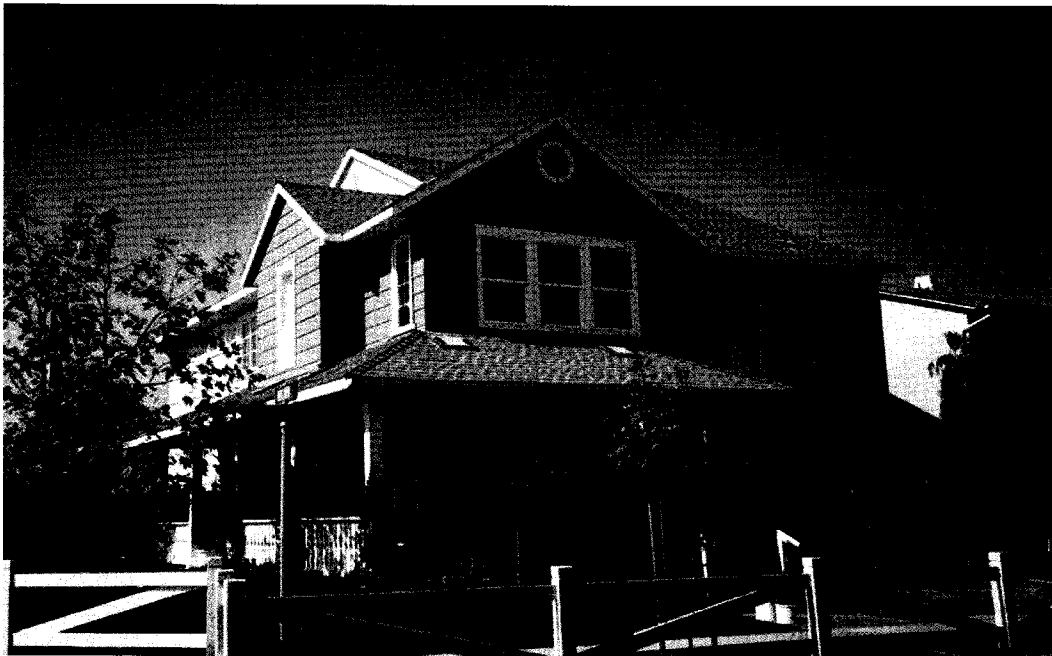


Figure 4.1 Traditional Farmhouse

Style Elements	Recommended
Form & Massing	<ul style="list-style-type: none"> • Asymmetrical building massing • Recessed 2nd or 3rd floor
Entry	<ul style="list-style-type: none"> • Articulated door surround or covered porch
Roof	<ul style="list-style-type: none"> • Gable roof • Hipped roof • 0"-12" overhangs
Details	<ul style="list-style-type: none"> • Large prominent chimneys • Half-timbering • Small leaded casement windows
Materials & Colors	<ul style="list-style-type: none"> • Concrete flat tile or asphalt shingles • Light sand finish stucco

Typical Photo



Figure 4.2 English Tudor/Victorian

Style Elements	Recommended
Form & Massing	<ul style="list-style-type: none"> • Rectangular plan • One to one-and-one-half stories • Simple building massing on raised foundation
Entry	<ul style="list-style-type: none"> • Front porch with stoop
Roof	<ul style="list-style-type: none"> • Low-pitched gable roof • Wide, unenclosed eave overhang
Details	<ul style="list-style-type: none"> • Full-width porch with tapered columns • Exposed roof rafters and ridge beams
Materials & Colors	<ul style="list-style-type: none"> • Stone, brick, concrete, and/or stucco with natural finish

Typical Photo

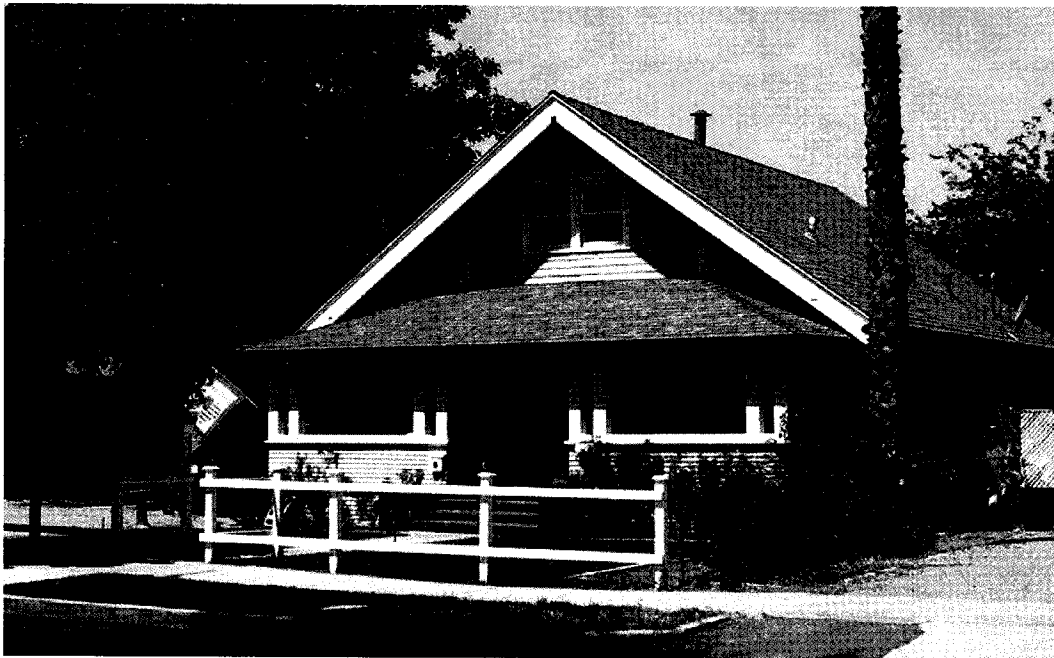


Figure 4.3 California Craftsman Bungalow

4.4.2 Building Mass and Roofs

- Appropriate and adequate variation in setbacks, frontal planes, massing, and building footprints should be used to minimize bulk and create variety with rhythm and order.
- Massing breaks such as entry courts and stepped-back corners are encouraged to promote visibility and allow block transparency.
- Buildings over two stories should provide an intermittent recession of the vertical wall face to provide visual relief and maintain pedestrian-scale ambience along the street. This also allows for solar access, opens views, and creates opportunities for upper-level patios and decks.
- Variations in roof type, style, and height should be used to provide visual interest and to reduce the overall mass of the building. Overly complex and distracting roofs are not encouraged.
- Parapet walls and roof systems should be designed to conceal all roof-mounted equipment from adjacent properties and public rights-of-way. Flat roofs should be disguised through the use of parapet walls.
- Taller building elements, such as towers, should be reserved for areas of visual focus such as corners or central areas.
- Roof forms of residential buildings should have variations in plane accomplished by use of dormers, gables, hipped roofs, and variations in pitch appropriate to the chosen architectural style.
- A reasonable amount of usable private space, such as porches, balconies, patios, and terraces should be provided for each residential use.



4.4.3 Building Articulation

- All dimensions of the building should contain architectural details that convey the quality and attention to detail of the project (360-degree architecture). Those buildings that are prominently visible from the public view shall receive special design attention to assure that architectural forms are consistently detailed on all sides.
- Architectural elements should form an integral part of the building. Use of ornamentation and features that appear to be attached or of poor quality is discouraged.
- Establish a clear pattern and provide appropriate articulation of windows, doors, and balcony openings, utilizing a variety of architectural detailing and projections to accentuate specific features and ensure a visually pleasing and varied experience.
- The use of architectural accents appropriate for each of the design styles such as porches, stoops, and timber beams is encouraged.
- The façade detailing of multistory live-work buildings should visually differentiate ground-floor uses from upper-story residential uses.
- Building interaction with the street level is important to a well-defined street scene. Porches, detailed entries, stoops, arcades, colonnades, and retail storefronts will provide a strong transition from the street to each building.
- Building entries should be prominent and visible to create a sense of transition between the public and semiprivate area. Residential entries should be subtle through the use of recessed entries and the incorporation of entries into the architectural design of the building façade.
- Residential designs with the garage as a dominant feature along the street are strongly discouraged. The placement, orientation, size, and design of the garage should be varied and include a mixture of front, side, rear, and alley-loaded garages, as feasible.

4.4.4 Materials and Colors

- Quality materials with appropriate use of colors, textures, and details should be used to enrich building character and emphasize human scale.
- Color schemes should be appropriate to the architectural style and used to add variety and richness to the architecture.
- Adjacent buildings should have a variety of color, material palettes, and architectural detailing to provide a distinct identity for each building.
- Façades should utilize low-reflecting, subtle, neutral, or earthy colors, with more vibrant colors used for trim, accents, and signage. The use of high-intensity colors, metallic, black, and reflecting surfaces is discouraged. Applied paint over brick and stone is strongly discouraged.



- Special paving should be incorporated into parking lot design, driveway entries, pedestrian walkways, crosswalks, and plazas, where feasible.
- Materials and construction details that do not require repeated or expensive maintenance should be used.
- Use of materials with high levels of recycled content is encouraged, where possible.



4.4.5 Sustainable Architecture

- Whenever possible, building articulation and form should be expressive of and driven by environmental and site conditions such as solar orientation, views, noise, prevailing winds, and local climate. Plan forms that employ features such as courtyards, plazas, and patios are encouraged.
- Builders are encouraged to incorporate sustainable design features, such as solar panels, light shelves, eyebrows and overhangs, reflective rooftop materials, and use of the water district's reclaimed water system.
- Energy efficiency, achieved through building design or orientation, materials, window overhangs, arcades or loggia, solar hot water heating, proper placement of shade trees, advanced heating and cooling systems, or other conservation measures is encouraged.



Chapter 5.0

Implementation

5.1 **P**urpose and Intent

The Riverside County Economic Development Agency and the City of Hemet have coordinated in a joint effort to create the North Hemet Revitalization Plan. The Implementation Strategy contains the next steps to be undertaken by these jurisdictions to further define the plan and other components to set the stage for future development. In addition to the items described in this chapter, a Memorandum of Understanding between and County and City concerning the redevelopment of the North Hemet Sub-Area is also being prepared.

5.2 Development Phasing Plan

A specific schedule is not yet established for implementation phasing - factors such as market forces, review and approval timeframes, and coordination of City and County departments will affect implementation timelines. The intent of this Development Phasing Plan is to plan for the number of units to be added to the area according to a logical and organized schedule. The following is a brief overview of the potential phasing of the development process.

It is recommended that this Revitalization Plan document be adopted by the Riverside County Board of Supervisors and the Hemet City Council by resolution as a policy intended to implement the recommendations of the Plan. In addition, the County and the City will authorize the development of a Specific Plan (and concurrent General Plan Amendment) that represents a critical step toward implementing the Revitalization Plan and developing a cohesive community that complements existing uses and future plans. The Specific Plan will benefit from and be founded on this Revitalization Plan, and will describe and develop the mechanisms to achieve the concepts discussed in the Revitalization Plan. The Specific Plan will address the following key issues in detail:

- Providing a structure for the integration of market rate and affordable housing, while ensuring successful on-site management and a safe environment;
- Creating a land use plan that permits flexibility in housing products and siting also without compromising security and property management;
- Balancing connectivity and traffic-calming measures with efficient traffic flows along major transportation links;
- Designing a system of open spaces that serves and connects the community and maximizes on-site retention of hydraulic flows;
- Incorporating green development strategies and development standards to facilitate the long-term sustainability of the project and community; and,
- Defining the appropriate program or systems for long-term property maintenance.

During the Specific Plan adoption process, the County and City will coordinate on property acquisition activities and relocation procedures. It is recommended that housing development occur from north to south. Currently there are more amenities on the northern boundary of the site; therefore it would be advantageous to develop the medium-high density residential townhomes or senior-flat garden apartments adjacent to the existing apartments. On the southern end of the site, the relationship between the site and the Hemet Stock Farm Specific Plan should be taken into account. In addition, the market study indicates that, in the current configuration, there is not much of a market for commercial activity. Therefore, it is recommended that the community facilities on the site be developed concurrently with some of the multifamily housing, and that, as the population in the area increases, the opportunities for commercial development be explored.

5.3 Financing and Funding

The North Hemet Revitalization Plan provides an opportunity for the City of Hemet and the Agency to cooperatively provide high quality affordable and market rate housing on an infill site near downtown Hemet. As described in the plan, the development desired combines a mix of product types and affordability levels that cannot be financially achieved through involvement of the private sector alone. To finance the implementation of this innovative plan, the Agency and the City will combine local, state, and potentially federal funding sources.

The Revitalization Plan area has several assets that will facilitate the use of competitive nonlocal public funds for affordable rental housing, including:

- Proximity to downtown Hemet and its associated services and amenities;
- New parks and a relocated senior services center within the plan area; and
- Official status as a Qualified Census Tract and an active Redevelopment Project Area.

Obstacles to financing the project include:

- Limited services and amenities within one-half mile of the northern portion of the site; and
- Commercial development reserved for the end of the planning period due to limited existing market demand.

Based on the site's assets and liabilities, and other affordability considerations, the strategies that the Agency and the City will pursue to effectively finance housing development include:

- Ensure that parks developed through the Revitalization Plan have public access, even if they are privately maintained;
- Designate specific sites for multifamily housing in order to leverage public funds;
- Begin affordable multifamily housing development on the corner of Oakland Avenue and State Street (southeast corner), in order to take advantage of existing site amenities;
- Consider affordable senior apartments for the northern portion of the site, and develop this area in a later project phase to capitalize on improved neighborhood amenities and enhance financing possibilities;
- Pursue state funds such as tax-exempt bond proceeds and other California housing initiatives to finance multifamily apartments on sites that are less competitive for federal 9 percent tax credits;
- Provide small, efficiently designed two- and three-bedroom ownership units to allow for lower prices than the typical Hemet new home;
- Encourage low income homeownership through a combination of mortgage assistance programs and potentially income-restricted Below Market Rate (BMR) units;
- Consider working with a developer experienced in quality factory-built homes in order to lower costs for the single-family portion of the development;

- Require the formation of a homeowners' association for all ownership developments on the site; and,
- Consider the formation or extension of a Landscape and Lighting Maintenance District to finance the maintenance of public areas.

Table 1 of Appendix 5 Financing and Funding Memo summarizes the major state and federal funding sources available to finance affordable housing of the type and scale proposed in the North Hemet Revitalization Plan. The table includes a description of each program, the typical funding schedule, target incomes, and a summary of the evaluation criteria that relate to the project site. As shown in the table, the programs available for affordable ownership housing include CalHome Grants, CalHome Loans, BEGIN, and the Infill Incentive Grant Program.

Based on the current site conditions such as transit availability, adjacent parks, proximity of public library and public schools, and other local amenities, the North Hemet Revitalization Plan area appears to be moderately competitive for state and federal affordable housing funding programs. The majority of the relevant amenities are located south of the project site, in or around downtown Hemet, making properties in the southern portion of the site significantly more competitive in this category.

In addition to grant programs, the feasibility of other funding mechanisms - such as federal Low-Income Housing Tax Credit (LIHTC) program, tax-exempt bonds/4 percent tax credits, the Multifamily Housing program (MHP), HUD Section 202, and the Affordable Housing Program (AHP) will be explored during the development phase.

A primary component of any financing and funding plan includes an ownership affordability analysis. The North Hemet Revitalization Plan seeks to distribute affordable units throughout the project site and particularly throughout the for-sale units. In terms of ownership units, smaller units are more affordable, and therefore, smaller units interspersed with larger units both within and between the product types will allow for a range of affordability levels in the area. Smaller units can be offered at market rates to target the unmet demand for moderately priced units in Hemet. If the Agency chooses to negotiate with a developer to provide BMR units, it can require these units to be distributed throughout the project, as well as to be of a comparable size and quality to market rate units in the project.

Due to constraints imposed by public funding sources, the North Hemet Revitalization Plan will distribute affordable multifamily rental units project by project rather than unit by unit. Tax credits and other sources award funds based on the percentage of units in a development that are affordable, and affordability levels must be set at the time of application for funding. Therefore, effective leveraging of these funds requires designated sites for affordable rental housing, rather than scattered restricted rental units within an otherwise market rate development.

5.4 Relocation Plan

To accomplish the revitalization of the North Hemet area, the Agency will remove the Town and Country Mobile Home Park, currently located on the northwest corner of State Street and Menlo Avenue. This park consists of approximately 36 households and 70 residents.

Under state and federal law, the Agency must relocate the households that reside at Town and Country prior to undertaking any redevelopment activity at the property.

In addition, within four years of demolition the Agency must replace the removed units with new low income units. Key relocation and replacement housing requirements include:

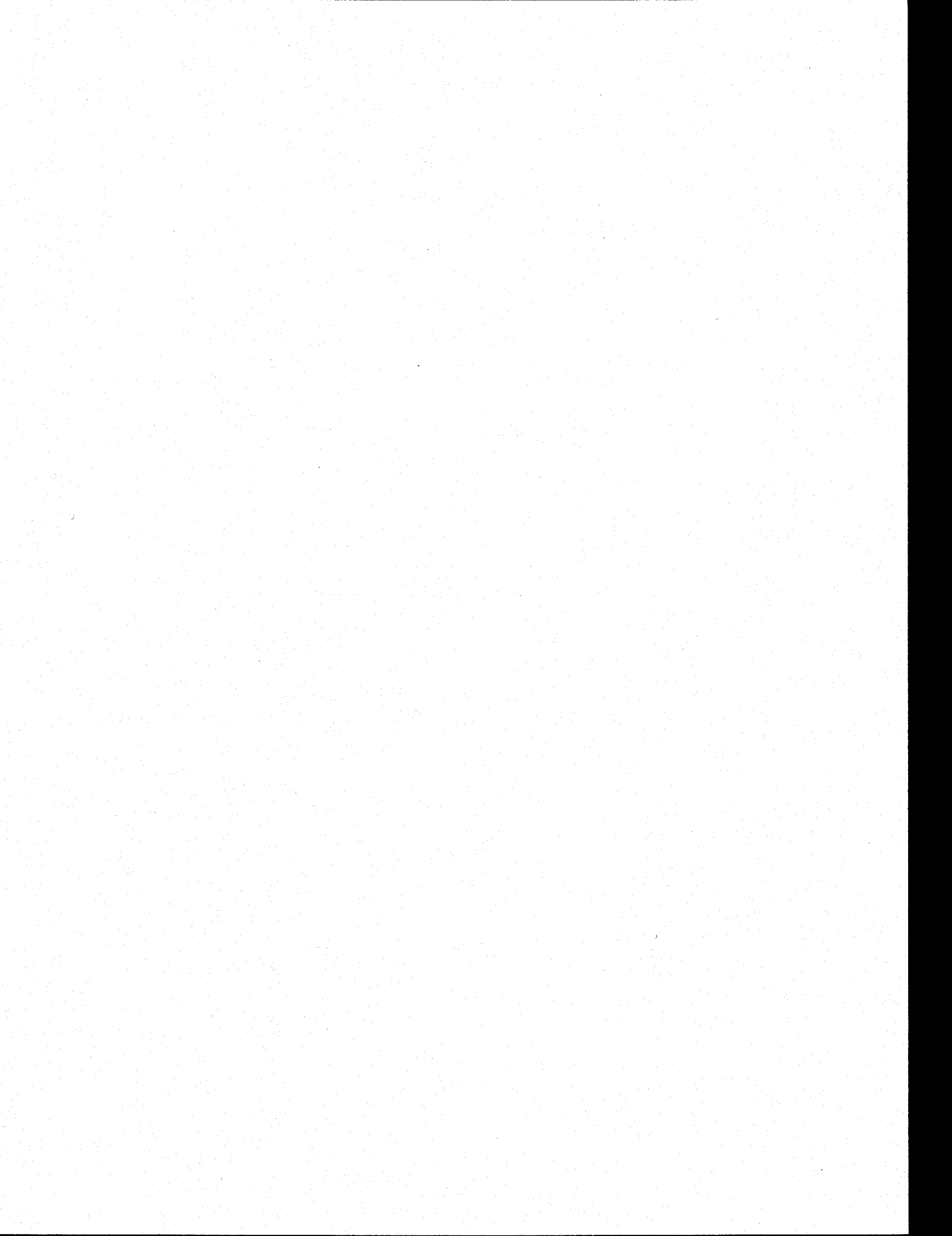
- A detailed relocation plan that specifies how the Agency will accommodate existing residents. This plan will be based on current and specific information on residents' needs and the available housing resources. The Hemet City Council must approve the plan.
- Relocation units must be decent, safe, and sanitary as well as comparable to residents' existing housing in size, quality, and affordability. If strictly comparable units are not available in the current market, the Agency must relocate residents to larger or better quality units according to market standards.
- The Agency must ensure that the relocation housing unit is affordable for 42 months after relocation.
- Relocated households are also entitled to moving assistance and general advisory assistance.
- The Agency must also prepare a replacement housing plan that indicates the general location of replacement housing, methods of financing, and a timetable for meeting its obligation within four years.

The ultimate cost of relocation is very sensitive to housing market conditions and household characteristics at the time of relocation. Based on currently available information, the total cost of relocation for the Town and Country Mobile Home Park will likely range from \$1.1 to \$3.5 million. This cost assumes that all households will qualify for "last resort housing", and thus no maximum payments per household apply.

The Agency will attempt to fulfill the replacement housing obligation through the affordable apartments envisioned as an option within the North Hemet Revitalization Plan. The development of the product types can be phased so that Town and Country residents can relocate to the new, rent-restricted units if they so choose. Following this strategy can potentially reduce total relocation costs and expand relocation options for current residents.

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PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2009, by and between The Planning Center (herein referred to as "CONSULTANT"), and the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "AGENCY").

WHEREAS, Health and Safety Code Section 33000 authorizes the AGENCY to contract for special services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. CONSULTANT: The reference to CONSULTANT in this Agreement is defined to include The Planning Center and any sub-consultants that The Planning Center contracts with in the performance of services required by this Agreement.
2. DESCRIPTION OF SERVICES: CONSULTANT shall provide services in the general nature of Conceptual Architecture and Planning Services as outlined and specified in Exhibit A, consisting of fourteen (14) pages, attached hereto and by this reference incorporated herein.
 - 2.1. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately perform services. Consultant shall perform the services and duties in

conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

3. PERIOD OF PERFORMANCE: The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through 31 December 2012, unless terminated as specified in Paragraph 6. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

4. COMPENSATION: The AGENCY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit B attached hereto. The total amount of compensation paid to the CONSULTANT under this Agreement shall not exceed the sum of **\$350,000.00** unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.

4.1. Said compensation shall be paid in accordance with an invoice submitted to AGENCY by CONSULTANT within thirty (30) days from the last day of each calendar month, and AGENCY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

5. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the AGENCY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under

CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers compensation insurance.

6. INDEMNIFICATION

6.1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnities") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extents caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement.

6.2. As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnities.

6.3. With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have to right to adjust, settle, or compromise any such action or claim without the prior consent of AGENCY; provided, however, that any such

adjustment, settlement or compromise in no manner whatsoever limit or circumscribes CONSULTANT indemnification to Indemnities as set forth herein.

6.4. CONSULTANT obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnities the appropriate form of dismissal relieving Indemnities from any liability for the action or claim involved

6.5. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to the fullest extent allowed by law.

7. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

7.1. Workers' Compensation: If Contractor has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the AGENCY; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

7.2. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name the

AGENCY, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, elected officials, employees, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

7.3. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY, the County of Riverside, its Agencies, Districts, Special Districts, and Departments their respective directors, officers, Board of Supervisors, Board of Directors, elected officials, employees, agents, or representatives as Additional Insureds.

7.4. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail

Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

7.5. General Insurance Provisions - All lines:

7.5.1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

7.5.2. The CONSULTANT's insurance carrier(s) must declare its self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the AGENCY, at the election of the County's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the AGENCY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

7.5.3. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY with 1) a properly executed original Certificate(s) of Insurance and

certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***CONSULTANT shall not commence operations until the AGENCY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

7.5.4. It is understood and agreed by the parties hereto and the CONSULTANT's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the AGENCY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

7.5.5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

7.5.6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.

8. TERMINATION: AGENCY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for AGENCY's convenience or because of CONSULTANT's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the schedule of services described in Exhibit A to this Agreement.

8.1. Discontinuance of Services. Upon receipt of written Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2. Effect of Termination For Convenience. If the termination is to be for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for

services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services. CONSULTANT shall provide documentation deemed adequate by AGENCY's representative to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3. Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the AGENCY. In such case, the AGENCY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the AGENCY for any reasonable additional costs incurred by the AGENCY to revise work for which the AGENCY has compensated CONSULTANT under this Agreement, but which the AGENCY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Following discontinuance of services, the AGENCY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AGENCY's representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this

Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the AGENCY in determining whether to enter into future agreements with CONSULTANT.

8.4. Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

8.5. Completion of Services. In order to control the risks inherent in CONSULTANT's professional undertaking pursuant to this Agreement, CONSULTANT's services are intended to be performed fully and solely by or through CONSULTANT. Unless this Agreement is terminated for CONSULTANT's material breach, if AGENCY prevents or frustrates CONSULTANT's full performance of the services or without CONSULTANT's express consent causes or allows modifications to or deviations from the requirements or recommendations of CONSULTANT's instruments of service or the use of unfinalized instruments of service, then AGENCY shall release and indemnify CONSULTANT and its affiliated entities and individuals to the fullest extent allowed by law from and concerning any and all claims, costs, losses and/or liability concerning or related to the uncompleted services or the use of modified, deviated from or unfinalized instruments of service.

9. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

10. ADMINISTRATION: The Executive Director (or designee) shall administer this Agreement on behalf of AGENCY.
11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of AGENCY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of AGENCY will be deemed void and of no force or effect.
12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
13. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
14. ELIGIBILITY: Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services(s) will be performed by properly trained and licensed staff.

16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to AGENCY.
17. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this Agreement shall be the property of the AGENCY. The AGENCY reserves the right to authorize others to use or reproduce such materials; provided, however, if AGENCY uses such materials in connection with another project in which the CONSULTANT is not involved, AGENCY agrees to indemnify, defend and hold CONSULTANT harmless to the fullest extent allowed by law from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by CONSULTANT even in situations of active or passive negligence in such materials arising from or related to such other project. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Executive Director or an authorized designee.
18. PROFESSIONAL ACCREDITATION: CONSULTANT shall be credited, where appropriate, in any Project brochure, advertising and other promotional material. Further, CONSULTANT shall be entitled to receive appropriate awards for the Project, and shall have the right to include representations of the Project design, including photographs, in its promotional materials.
19. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be

brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

20. WAIVER: Any waiver by AGENCY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the AGENCY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping AGENCY from enforcement hereof.
21. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
22. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
23. SURVIVABILITY OF TERMS: Provisions of this Agreement that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Agreement.
24. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

AGENCY

Emilio Ramirez
1325 Spruce Street, Suite 400
Riverside, CA 92507
FAX: 951.955.3422

CONSULTANT

Karen Gulley
1580 Metro Drive
Costa Mesa, CA 92626
FAX:

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

Redevelopment Agency for the County of
Riverside

The Planning Center

Chairman of the Board

By:
Title:

Date

Date

Approved as to Form

Marsha L. Victor 9-1-09

Agency Counsel

Marsha L. Victor

EXHIBIT A
SCOPE OF WORK

The Redevelopment Agency for the County of Riverside contracts the Planning Center to design, create, present and obtain approval of a Specific Plan document for the North Hemet Redevelopment Sub Project Area.

TASK 1 SPECIFIC PLAN

Task 1.1 Kick-off/Coordination Meetings

Including a kick-off meeting, we anticipate the need for up to 15 meetings to report progress, sustain discussion, make next-step recommendations, and meet with the Redevelopment Agency for the County of Riverside (Agency) and City representatives on the project. Additionally, this project involves coordination, review, and approval by both Agency and City staff, creating the need for additional time and coordination meetings to ensure consensus between jurisdictions.

This task assumes the attendance of various team members, depending on the purpose of the meeting. Some of these meetings may take place via conference call and use The Planning Center's Go To Meeting web conferencing software. This software allows our clients and team members to remotely view our computer screen via the internet.

The kick-off meeting should include all members of the consultant team and client and should review the project roles and responsibilities, overall goals, and development opportunities and constraints. In consideration of the recent efforts undertaken as part of the North Hemet Revitalization Plan, we expect the kick-off meeting to also function as a strategy discussion on important design and implementation issues.

Task 1.2 Due Diligence

While much of the baseline analysis and discussion has already occurred through the North Hemet Revitalization Plan, The Planning Center will need to collect additional documents and materials and review baseline data relevant to water, sewer, storm drainage, dry utilities, and capital improvement plans to formulate the project context, goals, opportunities, and constraints. The most current copies of the City Zoning Code and General Plan are also needed to ensure consistency.

Once all of the necessary baseline data have been collected and analyzed, The Planning Center will prepare graphics and text that address the existing physical and regulatory conditions of the site and surrounding conditions.

Task 1.3 Land Use Plan Refinements

The specific plan will take its lead from the North Hemet Revitalization Plan to be adopted by the Agency Board of Directors and Hemet City Council. The Planning Center will work with the Agency and City of Hemet to briefly reexamine the draft land use plan prepared as part of the Revitalization Plan to ensure that it addresses the short- and long-term project goals and allows future development to respond to evolving economic and environmental factors. Of particular concern is the need to permit flexibility in housing products and citing while ensuring successful

on-site management and a safe environment. Other issues include the project's connection and interaction with adjacent projects (e.g., Stock farm, the transit center, and downtown), as well as site planning opportunities related to sustainability.

The preferred land use concept will be presented throughout the developer and stakeholder outreach process and will include development zones, permitted uses within each zone, density and intensity standards, external circulation access points and internal circulation patterns, a colored land use diagram, and a statistical summary. This preferred land use plan will be submitted to the Agency and City for two rounds of review before the plan is accepted as the project description for the environmental documentation.

Research indicates that green development techniques are significantly more cost effective if incorporated early—in the conceptual phases of development instead of the construction phases. Accordingly, the ability to incorporate feasible and effective green development techniques will be addressed early in the development of the land use concepts. The Planning Center team will coordinate to generate a specific plan that meets the key objectives while minimizing and mitigating all possible environmental impacts.

The Planning Center will present the Specific Plan to the City of Hemet and obtain their approval.

Task 1.4 Developer and Stakeholder Outreach

The Planning Center team will organize and lead a one- to two-day charrette or a set of meetings with Agency and City staff to review and refine the draft land use plan created through the North Hemet Revitalization Plan. We will work with Agency and City staff to invite the appropriate representatives from affordable housing developers and service providers, market rate developers with experience in integrating affordable housing, and other key stakeholders. The meeting(s) will also focus on the inclusion of nonresidential uses, such as neighborhood-serving commercial, to create a complete community. The attendees will be able to review the draft land use plan, express their preferences on land uses and strategies, and ask questions about the project and specific plan process.

We anticipate that the first part of the charrette or meetings will allow for the Agency, City, and The Planning Center team to introduce the project, present background information, identify the overall goals, and explain the draft land use plan. After the introduction, we will work with the attendees to explore a variety of issues related to the development and management of the project. Issues will include, but are not limited to, on-site management, preferred uses, pedestrian and auto circulation, connectivity, and security.

Alternatively, if preferred by the Agency and City, The Planning Center can conduct one-on-one interviews with selected stakeholders and interested parties. This proposal assumes that the interviews would take place over two days and involve follow-up communication with the interviewed parties.

Task 1.5 Project Description

To meet the timeframe for the environmental process, the objective of Task 1.5 is to first revise and complete those portions of the Specific Plan that will need to be analyzed as the project description in the MND or EIR. In addition to the land use plan prepared in Task 1.3, Task 1.5 includes preparation of specific policies and development standards related to:

- Building heights and massing
- Parking
- Interface between commercial and residential areas
- Signage
- Artificial light
- Internal road network
- Pedestrian and bicycle coordination
- Landscaping

Task 1.6 Specific Plan

Using the existing information from the North Hemet Revitalization Plan and associated studies, The Planning Center will create a user-friendly Specific Plan document for use by City staff, stakeholders, and the general public. Understanding that the project site will likely be developed by several property owners and developers, this document will contain graphics, diagrams, tables, and text that effectively convey the information necessary to sustainably implement the project's vision and achieve the project's objectives over multiple phases of development.

The current Revitalization Plan contains some of the elements required by state law, but will need to include information on topics such as permitted land uses, development standards, administration, phasing, and infrastructure plans. The Planning Center will prepare the Specific Plan in accordance with state law and the City's outline of required specific plan elements.

The Planning Center will prepare a Screencheck Draft, Hearing Draft, and Final Specific Plan. Review of the draft documents by appropriate Agency and City departments is expected following submittal of the specific plan to the City. To maximize the efficient use of time and budget, the City should coordinate its departmental feedback and each create a consolidated, edited version for The Planning Center's use that resolves conflicts or discrepancies between various departments. The Planning Center will coordinate with the Agency and City project managers to resolve any inconsistencies between Agency and City comments.

A total of 15 hard copies of the Screencheck Draft Specific Plan, 30 hard copies of the Hearing Draft Specific Plan, and 15 hard copies of the Final Specific Plan will be provided. These copies will be in color and either comb-bound or distributed in binders. The Planning Center will also provide electronic copies of each version, suitable for reprint and electronic distribution.

Task 1.7 Joint Study Session and Public Hearings

We anticipate that participation in one study session, one Planning Commission hearing, and one City Council hearing will be required. The Planning Center will attend and prepare a PowerPoint presentation for use at each hearing. The joint study session is anticipated to take place during the public review period of the Draft MND to present the Draft Specific Plan to the City Planning Commission, City Council, and Agency staff. The goal of the study session is to report on the evolution of the North Hemet Revitalization Plan into the North Hemet Specific Plan and

obtain insight into concerns prior to the public hearings, increasing the chances of a smooth and straightforward adoption process.

This scope and budget assume that City staff will be responsible for preparing staff reports for public hearings. Up to 15 color copies of the presentation materials will be made available at each public meeting (total of 45 copies). Up to 35 additional copies (in black and white) may be provided at each public meeting (total of 105).

Task 1.8 Project Management – Specific Plan

This task involves overall project management provided by The Planning Center. This task is necessary to provide the day-to-day management and administration of the project and to oversee coordination with the Client and other team members. This scope and budget assume a timeframe of approximately 12 months. If the schedule extends beyond this time, a budget augmentation may be required. Typically, project management expenses amount to approximately 10 percent of the labor budget.

TASK 2 ENVIRONMENTAL ANALYSES

The following scope of work has been supplemented to include optional preparation and processing of an EIR instead of an MND. An updated schedule and cost estimate is also provided for this option in the following sections.

A project level analysis would be prepared for the North Hemet Specific Plan. The project site is an approximate 29-acre site located within the City of Hemet, bound by Oakland Avenue to the South, the Hemet Vista Apartments to the north, State Street to the east, and residences and Alessandro Street to the west. The proposed project was previously the focus of the North Hemet Revitalization Plan. The project site is currently occupied by existing residential, commercial, and retail uses. The project involves a Specific Plan for the purposes of redevelopment of the existing site for affordable housing, senior housing (assisted living and senior units), a senior services center, neighborhood retail, and associated park space. A City of Hemet General Plan Amendment and Zone Change would be required to accommodate proposed land use designations of Medium Density Residential, Medium High Density Residential, High Density Residential, Community Facilities, and Neighborhood Commercial.

The technical analysis approach for processing the project would be the same for an MND or EIR. The following tasks therefore, describe the technical analyses that would be conducted by both The Planning Center and proposed subconsultants, followed by the optional tasks as required for an MND and EIR.

TECHNICAL ANALYSES AND STUDIES

Technical Approach by The Planning Center

Although each of the CEQA topical areas will be addressed in the MND or EIR, it is anticipated that special focus will need to be given to Air Quality, Cultural Resources, Hydrology and Water Quality, Noise, Population and Housing, and Transportation and Traffic because of the unique land use/environmental constraints within the area.

The following describes our approach to focused technical analyses that would support the environmental documentation:

- **Air Quality/Climate Change:** The short-term and long-term air quality impacts generated by the proposed project relative to the thresholds adopted by the South Coast Air Quality Management District (SCAQMD) will be evaluated. Operational impacts are largely determined by project-related trip generation, as quantified in the project's traffic study. It is assumed that the net increase in project-related emissions would not exceed the SCAQMD thresholds based on the buildout estimates of the North Hemet Revitalization Plan. Construction impacts will be forecast based on the anticipated project phasing. Because of the site's proximity to sensitive receptors, dispersion modeling will need to be conducted for construction air pollutant emissions in accordance with the SCAQMD methodology. The supporting modeling and information will be provided in the appendices to the environmental document.

The previously proposed Scope of Work has been updated to include additional modeling necessary to address global climate change impacts. The air quality analysis will include regulatory history of GHG emission regulations in California and a discussion of global climate change impacts with respect to the effects of greenhouse gas (GHG) emissions. Project-related carbon dioxide (CO₂) emissions, the primary GHG, will be quantified using the URBEMIS2007 computer model for project-related mobile and stationary sources. However, the URBEMIS2007 computer model does not quantify emissions from energy use, because electricity is produced off-site. Consequently, the air quality analysis will also quantify GHG emissions from energy use at project buildout based on an estimate of energy demand and water use using GHG emission rates available from the US Department of Energy. Mitigation measures that reduce project-related GHG emissions will be identified, as necessary.

- **Cultural Resources:** Many of the existing residences were constructed prior to 1962. San Buenaventura Research Associates will prepare an assessment of on-site historical resources. It is assumed that no more than 29 structures located on-site will be to be evaluated. A literature study will be prepared to determine the presence of historical resources within the project site. The historical resources report will be included as a technical appendix to the environmental document.

- **Hydrology/Water Quality:** Potential drainage impacts associated with the proposed project will be evaluated, including increased rates of surface water runoff, changes to existing drainage patterns, and the ability of proposed and existing drainage facilities to adequately drain the project. JLC Engineering and Consulting will prepare a preliminary off-site and on-site analysis to address hydrology and hydraulic conditions and a preliminary Water Quality Management Plan (WQMP) that details best management practices (BMPs) that can be incorporated into the drainage concept to reduce water quality impacts. The hydrology study and preliminary WQMP will be included as a technical appendix to the environmental document.

- **Noise:** Potential short-term and long-term changes to existing noise levels within the project area that would be associated with implementation of the proposed project will be

evaluated. Because of the proximity of the surrounding residences to the project site, mitigation measures will be provided to reduce project-related construction noise impacts associated with the project. Additionally, the noise analysis will determine the compatibility of the proposed project with the City's General Plan and Municipal Code. The supporting modeling and information will be provided in the appendices to the environmental document.

- **Population/Housing:** Potential impacts associated with displacement and relocation of existing residences and businesses will be evaluated. This analysis will be based in part on the *Relocation of Existing Residents in the North Hemet Revitalization Area* study prepared by Seifel Consulting in August 2007. Mitigation measures will be proposed to minimize impacts to population and housing.
- **Traffic/Access:** As detailed below under Technical Studies, Urban Crossroads will prepare the traffic analysis to support the MND or EIR. The traffic analysis will evaluate opening year and buildout conditions. The results and recommendations of this report will be incorporated into the environmental document and the complete study will be included as a technical appendix.

Technical Studies to Be Prepared by Subconsultants

The following describes the scopes of work for subconsultant support for the environmental documentation:

- **GeoTek** will perform a preliminary geotechnical evaluation of the project site. Based on a preliminary review of the site, the site is underlain by older alluvial materials and no Earthquake Fault Zone (Alquist-Priolo) or State of California Hazard Zones (for earthquake-induced liquefaction or landslide) are on-site. However, the project site is approximately a half mile from an active fault. GeoTek will perform six to seven exploratory borings and associated laboratory tests, the results of which will be included in the preliminary geotechnical report for the project. It is assumed that the County of Riverside will coordinate with the existing land owners to gain permission on-site for the associated soil boring necessary for the preliminary geotechnical analysis.
- **San Buenaventura Research Associates** will prepare a historic architecture evaluation report to determine the potential for the proposed project to impact historic architectural resources. Potential resources may include the buildings, any associated landscapes, or structures that are more than 45 years old. It is assumed that no more than 29 structures will be identified that meet this criterion. It is assumed that the County of Riverside will coordinate to gain permission to photograph and evaluate structures, if potential historical structures are determined to be on-site.
- **Urban Crossroads** will provide a traffic impact analysis for the proposed project, based on the most current site plan. In addition, because the Specific Plan anticipates incorporation of traffic calming features to reduce traffic impacts in the project area, Urban Crossroads will participate in the charrette for the project (see Task 1.4). The Traffic Analysis will evaluate project impacts to a maximum of 17 intersections and assess cumulative impacts from a maximum of 20 cumulative projects within the study area, which will be refined through coordination with the City of Hemet.

- **JLC Engineering & Consulting** will prepare the hydrologic and hydraulic analysis for the project, including preparation of up to two drainage concepts. The analysis will include identify existing storm drain improvement plans, hydrology studies, and master plans adjacent to the project site, including the North Hemet and West Hemet Master Drainage Plan. In addition, JLC Engineering and Consulting will perform a preliminary off-site and on-site hydrology analysis. The conceptual drainage plans will be designed to resolve the drainage issues related to conveying the off-site and on-site runoff that is tributary to the project site. The study will identify drainage solution using channels, subsurface storm drain systems, and detention basins. In addition, JLC will prepare a preliminary WQMP that details BMPs that can be incorporated into the drainage concept to reduce water quality impacts.

MITIGATED NEGATIVE DECLARATION – SCOPE OF WORK

As noted previously, the scope of work to prepare and process an MND has not changed since our original proposal dated November 5, 2007.

Task 2.1 Initial Study/MND

Based on The Planning Center's current understanding of proposed project and potential environmental impacts associated with the project, it is anticipated that environmental impacts can be mitigated to a less-than-significant level. The recommended approach for this project, therefore, is preparation of an Initial Study that will support the adoption of a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA). If, during preparation of the Initial Study, it is determined that there are impacts that cannot feasibly be mitigated to less than significant, an Environmental Impact Report (EIR), as detailed below, would be required. The Planning Center will make this determination at the earliest possible time during our analysis.

The Planning Center will prepare an Initial Study to address each of the environmental topics included in the CEQA Guidelines. Pursuant to the CEQA Guidelines, Appendix G checklist, each of the following issues will be addressed in the Initial Study.

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic

- Utilities and Service Systems

The site is currently developed with residential units (single-family residential and a mobile home park) and retail/commercial land uses. There are no known biological resources on-site. Our in-house biologist will conduct a reconnaissance site visit to confirm that there are no significant resources that could be impacted. If potentially significant habitat or wildlife is discovered during the reconnaissance, subsequent surveys may be required. If required, The Planning Center would request a contract amendment to conduct subsequent surveys and/or additional biological resources analysis.

Since this project would require a General Plan Amendment, it will also require Native American consultation pursuant to Senate Bill 18 (SB 18). Such consultation is not part of the CEQA process and is not included in our scope of work. The Planning Center; however, will provide guidance with this process if requested.

Our proposal includes coordination with the City of Hemet and the Agency to achieve the final environmental clearance (adoption of an MND) for the project. The Planning Center will edit the Initial Study upon receipt of comments from both the City of Hemet and the Agency. Our scope of work assumes one iteration of revisions to respond to review comments. If additional review/revision iterations are required, or if there are project description changes during preparation of the Initial Study that warrant revision or additional quantitative modeling or technical analysis, an adjustment to our cost estimate and or schedule may be required.

Upon approval, we will prepare the Notice of Intent (NOI) and distribute copies of the Initial Study for a 30-day public review period to relevant state agencies and recipients identified on a mailing list provided by the City. Upon receipt of public and/or agency comments, we will coordinate with the City and provide responses, as requested, to enable staff to adequately address any issues for decision makers. Minimal comments are anticipated on the proposed MND. Our cost estimate assumes up to eight hours for preparation of responses to public and/or agency comments on the MND. If additional effort is required, an amendment to the contract to cover these costs will be requested. A Mitigation Monitoring Program for staff review and approval will also be prepared. The Planning Center will be responsible for the distribution of the Initial Study/MND by certified mail.

Products:

(Note: Since submitting our previous proposal, most jurisdictions are increasingly using electronic media to meet CEQA public review requirements. We have revised the following product list to rely more on electronic media and to reduce reproduction costs.)

- Screencheck Initial Study/MND (3 review copies plus 1 digital copy to the County; 3 review copies plus 1 digital copy to the City)
- Final Initial Study/MND (up to 15 copies, 1 reproducible copy, and digital copy suitable for posting to the County of Riverside's website)
- Certified mailing of up to 15 hardcopies and 50 CD copies of the Initial Study/MND
- Mitigation Monitoring Program/Response to Comments (up to 15 copies)

- Notice of Determination plus California Department of Fish and Game Filing Fee

Task 2.2 Meetings/Public Hearings

Our scope of work includes participation at the following estimated meetings and public hearings:

- Two coordination meetings with the Agency and/or City
- Up to three public hearings (any combination of Planning Commission and City Council hearings)

We will attend additional meetings and/or hearings upon request. Such meetings/hearings would be invoiced on a time-and-materials basis.

Task 2.3 Project Management – Environmental

This task involves project management related to the environmental documentation provided by The Planning Center. This task is necessary to provide the day-to-day management and administration of the project and to oversee coordination with the Client and other team members. This scope and budget assume a timeframe of approximately four to six months, based on a maximum of four hours per month of Project Management for the entire duration associated with the environmental documentation and review and oversight by both the City of Hemet and the Agency. If the schedule extends beyond this time period, a budget augmentation may be required.

OPTIONAL SCOPE: ENVIRONMENTAL IMPACT REPORT

Task 2.1 Initial Study/Notice of Preparation

The Initial Study will be prepared to address all CEQA Guidelines Appendix G checklist questions as described under Task 2.1 for the MND. It is anticipated that several environmental topics will be closed-out in the Initial Study, and therefore, not be required to be addressed in the EIR. Based on our current knowledge of the project site and anticipated Specific Plan land uses, we would expect to complete the analysis for the following topics in the Initial Study: Biological Resources, Hazards and Hazardous Materials, Agricultural Resources, and Recreation. The remaining topics would be carried through to be analyzed in more detail in the EIR.

Upon submittal, our scope of work assumes one iteration of review/revisions of the Initial Study by the Agency and City of Hemet. Upon approval of the Initial Study, we will prepare the Notice of Preparation for the EIR. The NOP and Initial Study will be publicly noticed and distributed for a public review period of 30 days.

Products:

- Screencheck Initial Study and NOP (3 review copies plus 1 digital copy to the County; 3 review copies plus 1 digital copy to the City)
- Final Initial Study and NOP (up to 15 copies, 1 reproducible copy, and digital copy suitable for posting to the County of Riverside's website)

- Certified mailing of up to 15 hardcopies of the NOP w/Initial Study (for agencies) and up to 50 copies of the NOP only (referencing Agency website for Initial Study availability)
- Draft Newspaper Notice (NOP) (cost estimate assumes that Agency would place the notification)

Task 2.2 Screencheck EIR Preparation

The Planning Center will prepare a Screencheck EIR to include the following sections in accordance with the CEQA Guidelines:

- Introduction
- Summary
- Project Description
- Environmental Setting
- Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
- Alternatives to the Proposed Project
- CEQA-mandated sections (including Effects Found Not to Be Significant, Significant Irreversible Changes, Growth-Inducing Impacts, etc.)

The approach for technical analyses will be as described above under *Technical Analyses and Studies*.

In comparison to an MND, an EIR requires the additional sections listed above, cumulative analysis of each environmental topic, and evaluation of project alternatives. In accordance with CEQA, the EIR will define and analyze a “reasonable range” of project alternatives selected on the basis of their ability to (1) avoid or reduce one or more of the project’s significant impacts; and (2) feasibly attain most of the basic objectives of the project. The rationale for selecting each alternative will be explained, along with the principal features and environmental effects of each one. If any alternatives were considered during the project scoping process but rejected, reasons for rejecting those alternatives will be provided.

Analyses of up to three alternatives, including the “No Project” alternative, will be conducted. The consideration of alternatives is likely to include alternative land use plans that may evolve during the preparation of the Specific Plan. The environmentally superior alternative will be identified; if it is the No Project/No Development alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Products:

- Screencheck Draft EIR (5 review copies, 1 digital copy)

Task 2.3 Draft EIR

Our scope of work includes up to two iterations of review/revisions of the Screencheck EIR to prepare the document as a Draft EIR ready for public review. We assume that Screencheck review comments will be consolidated by the Agency and provided at one time to The Planning Center. It is also assumed that comments will not require new additional technical analysis or

modeling, which, if requested, may require a modification to the scope of work and cost estimate. Upon acceptance of the document as a Draft EIR, The Planning Center will reproduce and distribute the Draft EIR to the State Clearinghouse, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the Agency.

The Planning Center will prepare the Notice of Completion (NOC) for City of Hemet approval and signature and transmit the NOC with copies of the Draft EIR.

The Planning Center will be responsible for the distribution and noticing of the Draft EIR, including the preparation of the Notice of Availability and the certified mailing of the Draft EIR. This scope assumes that the City will place the newspaper publication of the Notice of Availability.

Products:

- Draft EIR
 - 15 hardcopies of the Draft EIR, including technical appendices volume(s), 1 reproducible original, and 1 digital copy)
 - 15 copies of the Executive summary and digital copies to the State Clearinghouse
- Certified mailing of up to 50 copies of the Draft EIR Summary (hard copy) and digital copies (CDs) of the Draft EIR and appendices.
- Notice of Availability

Task 2.4 Final EIR and Related Documents

Final EIR

A Final EIR will be prepared in accordance with CEQA and will contain a Response to Comments section and any necessary revisions to the Draft EIR in response to issues raised in comments to the Draft EIR. The Response to Comments will contain copies of all comment letters received and minutes from public meetings where oral comments were taken, plus written response to written comments. An estimated 50 hours of professional time has been included in our budget for response to comment preparation. If an unexpectedly large volume of comments is received, or if certain comments result in the need for new research or analysis, the initial budget may not be sufficient. Should this situation become apparent, we will discuss this concern with the Agency before the budget is consumed and determine an appropriate course of action. As required by CEQA, response to agency comments will be provided to those agencies a minimum of 10 days prior to consideration of the Final EIR by Agency decision makers.

Mitigation Monitoring Program

A Mitigation Monitoring Program (MMP) will be prepared pursuant to Section 21081.6 of the Public Resource Code.

Statement of Findings/Overriding Considerations

Section 15091 of the CEQA Guidelines requires that no public agency approve or carry out a project for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. If required, The Planning

Center will prepare draft findings and facts in support of findings describing each of the significant impacts identified by the EIR and the determination as to whether those impacts would be reduced to below a level of significance by proposed mitigation measures. The Planning Center will prepare a Statement of Overriding Considerations for any unavoidable significant impacts that may be identified in the EIR.

Notice of Determination

Within 5 days of EIR certification, The Planning Center will file an NOD with the State Clearinghouse and County Clerk.

Products:

- Final EIR (15 hard copies, 1 original, and 1 digital copy)
- Mitigation Monitoring Program (5 copies and 1 digital copy)
- Findings and Fact/Statement of Overriding Considerations (12 copies, 1 original, and 1 digital copy)
- Notice of Determination and Department of Fish and Game filing fee

Task 2.5 Meetings/Public Hearings

Our scope of work includes participation at the following estimated meetings and public hearings:

- Three coordination meetings with the Agency and/or City
- Up to three public hearings (any combination of Planning Commission and City Council hearings)

We will attend additional meetings and/or hearings upon request. Such meetings/hearings would be invoiced on a time-and-materials basis.

Task 2.6 Project Management – Environmental

This task involves project management related to the environmental documentation provided by The Planning Center. This task is necessary to provide the day-to-day management and administration of the project and to oversee coordination with the Client and other team members. The budget for this task assumes project management over the estimated 14 month duration for the environmental process and is based on an estimated four hours per month of Project Management. If the schedule extends beyond this time period, a budget augmentation may be required.

EXHIBIT B

COST ESTIMATE

Tables 1 and 2 provide estimated costs for preparation of the Specific Plan and CEQA compliance with an MND and an EIR, respectively. Reimbursable expenses include the costs for printing, photography, copies, blueprinting, travel, and deliveries. The number of report copies assumed for these estimates is detailed within the scope of work. These expenses will be billed at cost plus 12.5 percent.

<i>Table 1</i>	
COST ESTIMATE SPECIFIC PLAN AND MITIGATED NEGATIVE DECLARATION	
Task	Cost
Task 1 Specific Plan	
Task 1.1 Kick-off/Coordination Meetings	\$15,000
Task 1.2 Due Diligence	\$7,000
Task 1.3 Land Use Plan Refinement	\$12,000
Task 1.4 Developer and Stakeholder Outreach	\$10,000
Task 1.5 Project Description	\$11,000
Task 1.6 Specific Plan	\$20,000
Task 1.7 Joint Study Session/Public Hearings	\$8,000
Task 1.8 Project Management – Specific Plan	\$8,000
Total Specific Plan	\$91,000
Task 2 Environmental Analysis	
Task 2.1 Initial Study/Mitigated Negative Declaration	\$40,585
Task 2.2 Meetings/Public Hearings	\$3,900
Task 2.3 Project Management – Environmental	\$5,960
Total Environmental Analysis	\$50,445
Subconsultants¹	
San Buenaventura Research Associates	\$7,875
Urban Crossroads	\$35,663
J.L.C. Engineering & Consulting	\$38,363
GeoTek	\$10,035
Total Subconsultants	\$91,936
Reimbursables	
Specific Plan document reproduction	\$10,500
Environmental document reproduction	\$3,730
Postage/Photos/Mileage	\$2,043
City Filing Fees/CDFG Fee/Newspaper Ad	\$2,298
Total Reimbursable with 12.5% Markup	\$20,892

Total	\$254,273
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Table 2
**COST ESTIMATE
SPECIFIC PLAN AND ENVIRONMENTAL IMPACT
REPORT**

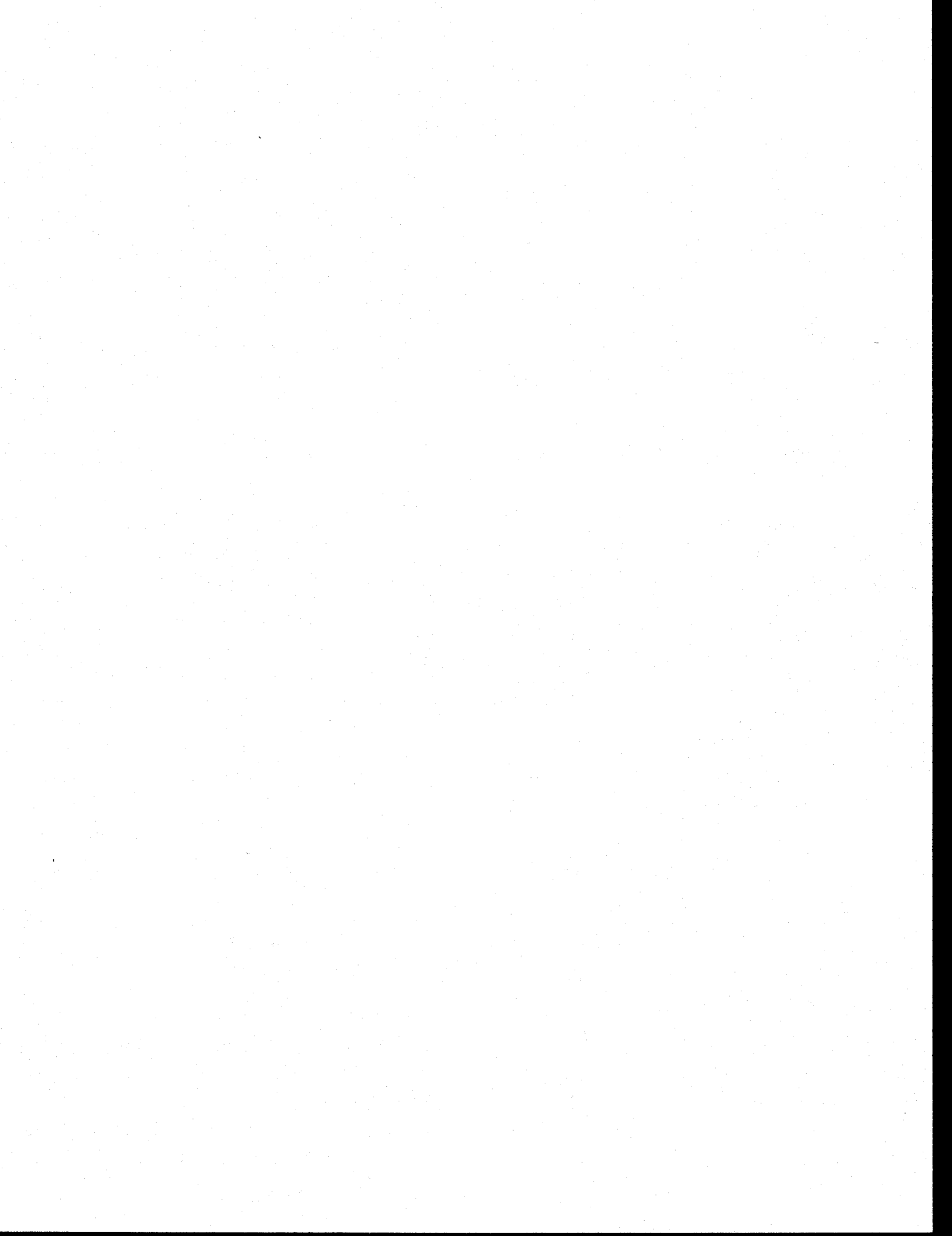
Task	Cost
Task 1 Specific Plan	
Task 1.1 Kick-off/Coordination Meetings	\$15,000
Task 1.2 Due Diligence	\$7,000
Task 1.3 Land Use Plan Refinement	\$12,000
Task 1.4 Developer and Stakeholder Outreach	\$10,000
Task 1.5 Project Description	\$11,000
Task 1.6 Specific Plan	\$20,000
Task 1.7 Joint Study Session/Public Hearings	\$8,000
Task 1.8 Project Management – Specific Plan	\$8,000
Total Specific Plan	\$91,000
Task 2 Environmental Analysis - EIR	
Task 2.1 Initial Study/NOP	\$13,650
Task 2.2 Screencheck EIR	59,740
Task 2.3 Draft EIR	14,610
Task 2.4 Final EIR/Findings/MMP/NOD	12,440
Task 2.5 Meetings/Public Hearings	\$6,300
Task 2.6 Project Management – Environmental	\$11,160
Total Environmental	\$117,900
Subconsultants¹	
San Buenaventura Research Associates	\$7,875
Urban Crossroads	\$35,663
J.L.C. Engineering & Consulting	\$38,363
GeoTek	\$10,035
Total Subconsultants	\$91,936
Reimbursables	
Specific Plan document reproduction	\$10,500
Environmental document reproduction	\$9,045
Postage/Photos/Mileage	\$2,668
County Filing Fees/CDFG Fee	\$2,818
Total Reimbursable with 12.5% Markup	\$25,031
Contingency	\$24,133
Total	\$350,000

**The Planning Center
2007 Standard Fee Schedule**

Staff Level	Hourly Rate
Principal	\$165 - \$250
Director/Team Leader	\$150 - \$200
Sr. Planner/Scientist/Designer II	\$125 - \$200
Sr. Planner/Scientist/Designer I	\$100 - \$50
Associate Planner/Scientist/Designer II	\$85 - \$115
Associate Planner/Scientist/Designer I	\$80 - \$85
Assistant Planner/Scientist/Designer II	\$70 - \$85
Assistant Planner/Scientist/Designer I	\$60 - \$70
GIS/CAD Operator II	\$80 - \$110
GIS/CAD Operator I	\$65 - \$80
Graphic Artist II	\$75 - \$125
Graphic Artist I	\$55 - \$75
Planning Technician/Intern	\$50 - \$60
Technical Editor	\$75 - \$80
Word Processing	\$65
Clerical	\$55 - \$65
3 rd Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 12.5%.

Mileage reimbursement rate is the standard IRS-approved rate of \$0.485 per mile.



PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2009, by and between The Planning Center (herein referred to as "CONSULTANT"), and the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "AGENCY").

WHEREAS, Health and Safety Code Section 33000 authorizes the AGENCY to contract for special services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. CONSULTANT: The reference to CONSULTANT in this Agreement is defined to include The Planning Center and any sub-consultants that The Planning Center contracts with in the performance of services required by this Agreement.
2. DESCRIPTION OF SERVICES: CONSULTANT shall provide services in the general nature of Conceptual Architecture and Planning Services as outlined and specified in Exhibit A, consisting of fourteen (14) pages, attached hereto and by this reference incorporated herein.
 - 2.1. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately perform services. Consultant shall perform the services and duties in

conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

3. PERIOD OF PERFORMANCE: The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through 31 December 2012, unless terminated as specified in Paragraph 6. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

4. COMPENSATION: The AGENCY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit B attached hereto. The total amount of compensation paid to the CONSULTANT under this Agreement shall not exceed the sum of \$350,000.00 unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.

4.1. Said compensation shall be paid in accordance with an invoice submitted to AGENCY by CONSULTANT within thirty (30) days from the last day of each calendar month, and AGENCY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

5. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the AGENCY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under

CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers compensation insurance.

6. INDEMNIFICATION

6.1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnities") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extents caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement.

6.2. As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnities.

6.3. With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have to right to adjust, settle, or compromise any such action or claim without the prior consent of AGENCY; provided, however, that any such

adjustment, settlement or compromise in no manner whatsoever limit or circumscribes CONSULTANT indemnification to Indemnities as set forth herein.

6.4. CONSULTANT obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnities the appropriate form of dismissal relieving Indemnities from any liability for the action or claim involved

6.5. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to the fullest extent allowed by law.

7. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

7.1. Workers' Compensation: If Contractor has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the AGENCY; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

7.2. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name the

AGENCY, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, elected officials, employees, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

7.3. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY, the County of Riverside, its Agencies, Districts, Special Districts, and Departments their respective directors, officers, Board of Supervisors, Board of Directors, elected officials, employees, agents, or representatives as Additional Insureds.

7.4. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail

Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

7.5. General Insurance Provisions - All lines:

7.5.1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

7.5.2. The CONSULTANT's insurance carrier(s) must declare its self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the AGENCY, at the election of the County's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the AGENCY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

7.5.3. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY with 1) a properly executed original Certificate(s) of Insurance and

certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***CONSULTANT shall not commence operations until the AGENCY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

7.5.4. It is understood and agreed by the parties hereto and the CONSULTANT's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the AGENCY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

7.5.5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

7.5.6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.

8. TERMINATION: AGENCY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for AGENCY's convenience or because of CONSULTANT's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the schedule of services described in Exhibit A to this Agreement.

8.1. Discontinuance of Services. Upon receipt of written Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2. Effect of Termination For Convenience. If the termination is to be for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for

services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services. CONSULTANT shall provide documentation deemed adequate by AGENCY's representative to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3. Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the AGENCY. In such case, the AGENCY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the AGENCY for any reasonable additional costs incurred by the AGENCY to revise work for which the AGENCY has compensated CONSULTANT under this Agreement, but which the AGENCY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Following discontinuance of services, the AGENCY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AGENCY's representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this

Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the AGENCY in determining whether to enter into future agreements with CONSULTANT.

8.4. Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

8.5. Completion of Services. In order to control the risks inherent in CONSULTANT's professional undertaking pursuant to this Agreement, CONSULTANT's services are intended to be performed fully and solely by or through CONSULTANT. Unless this Agreement is terminated for CONSULTANT's material breach, if AGENCY prevents or frustrates CONSULTANT's full performance of the services or without CONSULTANT's express consent causes or allows modifications to or deviations from the requirements or recommendations of CONSULTANT's instruments of service or the use of unfinalized instruments of service, then AGENCY shall release and indemnify CONSULTANT and its affiliated entities and individuals to the fullest extent allowed by law from and concerning any and all claims, costs, losses and/or liability concerning or related to the uncompleted services or the use of modified, deviated from or unfinalized instruments of service.

9. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

10. ADMINISTRATION: The Executive Director (or designee) shall administer this Agreement on behalf of AGENCY.
11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of AGENCY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of AGENCY will be deemed void and of no force or effect.
12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
13. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
14. ELIGIBILITY: Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services(s) will be performed by properly trained and licensed staff.

16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to AGENCY.
17. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this Agreement shall be the property of the AGENCY. The AGENCY reserves the right to authorize others to use or reproduce such materials; provided, however, if AGENCY uses such materials in connection with another project in which the CONSULTANT is not involved, AGENCY agrees to indemnify, defend and hold CONSULTANT harmless to the fullest extent allowed by law from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by CONSULTANT even in situations of active or passive negligence in such materials arising from or related to such other project. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Executive Director or an authorized designee.
18. PROFESSIONAL ACCREDITATION: CONSULTANT shall be credited, where appropriate, in any Project brochure, advertising and other promotional material. Further, CONSULTANT shall be entitled to receive appropriate awards for the Project, and shall have the right to include representations of the Project design, including photographs, in its promotional materials.
19. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be

brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

20. WAIVER: Any waiver by AGENCY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the AGENCY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping AGENCY from enforcement hereof.
21. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
22. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
23. SURVIVABILITY OF TERMS: Provisions of this Agreement that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Agreement.
24. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

AGENCY

Emilio Ramirez
1325 Spruce Street, Suite 400
Riverside, CA 92507
FAX: 951.955.3422

CONSULTANT

Karen Gulley
1580 Metro Drive
Costa Mesa, CA 92626
FAX:

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

Redevelopment Agency for the County of
Riverside

The Planning Center

Chairman of the Board

By:
Title:

Date

Date

Approved as to Form

ML Victor 9-1-09

Agency Counsel
Marsha L. Victor

EXHIBIT A
SCOPE OF WORK

The Redevelopment Agency for the County of Riverside contracts the Planning Center to design, create, present and obtain approval of a Specific Plan document for the North Hemet Redevelopment Sub Project Area.

TASK 1 SPECIFIC PLAN

Task 1.1 Kick-off/Coordination Meetings

Including a kick-off meeting, we anticipate the need for up to 15 meetings to report progress, sustain discussion, make next-step recommendations, and meet with the Redevelopment Agency for the County of Riverside (Agency) and City representatives on the project. Additionally, this project involves coordination, review, and approval by both Agency and City staff, creating the need for additional time and coordination meetings to ensure consensus between jurisdictions.

This task assumes the attendance of various team members, depending on the purpose of the meeting. Some of these meetings may take place via conference call and use The Planning Center's Go To Meeting web conferencing software. This software allows our clients and team members to remotely view our computer screen via the internet.

The kick-off meeting should include all members of the consultant team and client and should review the project roles and responsibilities, overall goals, and development opportunities and constraints. In consideration of the recent efforts undertaken as part of the North Hemet Revitalization Plan, we expect the kick-off meeting to also function as a strategy discussion on important design and implementation issues.

Task 1.2 Due Diligence

While much of the baseline analysis and discussion has already occurred through the North Hemet Revitalization Plan, The Planning Center will need to collect additional documents and materials and review baseline data relevant to water, sewer, storm drainage, dry utilities, and capital improvement plans to formulate the project context, goals, opportunities, and constraints. The most current copies of the City Zoning Code and General Plan are also needed to ensure consistency.

Once all of the necessary baseline data have been collected and analyzed, The Planning Center will prepare graphics and text that address the existing physical and regulatory conditions of the site and surrounding conditions.

Task 1.3 Land Use Plan Refinements

The specific plan will take its lead from the North Hemet Revitalization Plan to be adopted by the Agency Board of Directors and Hemet City Council. The Planning Center will work with the Agency and City of Hemet to briefly reexamine the draft land use plan prepared as part of the Revitalization Plan to ensure that it addresses the short- and long-term project goals and allows future development to respond to evolving economic and environmental factors. Of particular concern is the need to permit flexibility in housing products and citing while ensuring successful

on-site management and a safe environment. Other issues include the project's connection and interaction with adjacent projects (e.g., Stock farm, the transit center, and downtown), as well as site planning opportunities related to sustainability.

The preferred land use concept will be presented throughout the developer and stakeholder outreach process and will include development zones, permitted uses within each zone, density and intensity standards, external circulation access points and internal circulation patterns, a colored land use diagram, and a statistical summary. This preferred land use plan will be submitted to the Agency and City for two rounds of review before the plan is accepted as the project description for the environmental documentation.

Research indicates that green development techniques are significantly more cost effective if incorporated early—in the conceptual phases of development instead of the construction phases. Accordingly, the ability to incorporate feasible and effective green development techniques will be addressed early in the development of the land use concepts. The Planning Center team will coordinate to generate a specific plan that meets the key objectives while minimizing and mitigating all possible environmental impacts.

The Planning Center will present the Specific Plan to the City of Hemet and obtain their approval.

Task 1.4 Developer and Stakeholder Outreach

The Planning Center team will organize and lead a one- to two-day charrette or a set of meetings with Agency and City staff to review and refine the draft land use plan created through the North Hemet Revitalization Plan. We will work with Agency and City staff to invite the appropriate representatives from affordable housing developers and service providers, market rate developers with experience in integrating affordable housing, and other key stakeholders. The meeting(s) will also focus on the inclusion of nonresidential uses, such as neighborhood-serving commercial, to create a complete community. The attendees will be able to review the draft land use plan, express their preferences on land uses and strategies, and ask questions about the project and specific plan process.

We anticipate that the first part of the charrette or meetings will allow for the Agency, City, and The Planning Center team to introduce the project, present background information, identify the overall goals, and explain the draft land use plan. After the introduction, we will work with the attendees to explore a variety of issues related to the development and management of the project. Issues will include, but are not limited to, on-site management, preferred uses, pedestrian and auto circulation, connectivity, and security.

Alternatively, if preferred by the Agency and City, The Planning Center can conduct one-on-one interviews with selected stakeholders and interested parties. This proposal assumes that the interviews would take place over two days and involve follow-up communication with the interviewed parties.

Task 1.5 Project Description

To meet the timeframe for the environmental process, the objective of Task 1.5 is to first revise and complete those portions of the Specific Plan that will need to be analyzed as the project description in the MND or EIR. In addition to the land use plan prepared in Task 1.3, Task 1.5 includes preparation of specific policies and development standards related to:

- Building heights and massing
- Parking
- Interface between commercial and residential areas
- Signage
- Artificial light
- Internal road network
- Pedestrian and bicycle coordination
- Landscaping

Task 1.6 Specific Plan

Using the existing information from the North Hemet Revitalization Plan and associated studies, The Planning Center will create a user-friendly Specific Plan document for use by City staff, stakeholders, and the general public. Understanding that the project site will likely be developed by several property owners and developers, this document will contain graphics, diagrams, tables, and text that effectively convey the information necessary to sustainably implement the project's vision and achieve the project's objectives over multiple phases of development.

The current Revitalization Plan contains some of the elements required by state law, but will need to include information on topics such as permitted land uses, development standards, administration, phasing, and infrastructure plans. The Planning Center will prepare the Specific Plan in accordance with state law and the City's outline of required specific plan elements.

The Planning Center will prepare a Screencheck Draft, Hearing Draft, and Final Specific Plan. Review of the draft documents by appropriate Agency and City departments is expected following submittal of the specific plan to the City. To maximize the efficient use of time and budget, the City should coordinate its departmental feedback and each create a consolidated, edited version for The Planning Center's use that resolves conflicts or discrepancies between various departments. The Planning Center will coordinate with the Agency and City project managers to resolve any inconsistencies between Agency and City comments.

A total of 15 hard copies of the Screencheck Draft Specific Plan, 30 hard copies of the Hearing Draft Specific Plan, and 15 hard copies of the Final Specific Plan will be provided. These copies will be in color and either comb-bound or distributed in binders. The Planning Center will also provide electronic copies of each version, suitable for reprint and electronic distribution.

Task 1.7 Joint Study Session and Public Hearings

We anticipate that participation in one study session, one Planning Commission hearing, and one City Council hearing will be required. The Planning Center will attend and prepare a PowerPoint presentation for use at each hearing. The joint study session is anticipated to take place during the public review period of the Draft MND to present the Draft Specific Plan to the City Planning Commission, City Council, and Agency staff. The goal of the study session is to report on the evolution of the North Hemet Revitalization Plan into the North Hemet Specific Plan and

obtain insight into concerns prior to the public hearings, increasing the chances of a smooth and straightforward adoption process.

This scope and budget assume that City staff will be responsible for preparing staff reports for public hearings. Up to 15 color copies of the presentation materials will be made available at each public meeting (total of 45 copies). Up to 35 additional copies (in black and white) may be provided at each public meeting (total of 105).

Task 1.8 Project Management – Specific Plan

This task involves overall project management provided by The Planning Center. This task is necessary to provide the day-to-day management and administration of the project and to oversee coordination with the Client and other team members. This scope and budget assume a timeframe of approximately 12 months. If the schedule extends beyond this time, a budget augmentation may be required. Typically, project management expenses amount to approximately 10 percent of the labor budget.

TASK 2 ENVIRONMENTAL ANALYSES

The following scope of work has been supplemented to include optional preparation and processing of an EIR instead of an MND. An updated schedule and cost estimate is also provided for this option in the following sections.

A project level analysis would be prepared for the North Hemet Specific Plan. The project site is an approximate 29-acre site located within the City of Hemet, bound by Oakland Avenue to the South, the Hemet Vista Apartments to the north, State Street to the east, and residences and Alessandro Street to the west. The proposed project was previously the focus of the North Hemet Revitalization Plan. The project site is currently occupied by existing residential, commercial, and retail uses. The project involves a Specific Plan for the purposes of redevelopment of the existing site for affordable housing, senior housing (assisted living and senior units), a senior services center, neighborhood retail, and associated park space. A City of Hemet General Plan Amendment and Zone Change would be required to accommodate proposed land use designations of Medium Density Residential, Medium High Density Residential, High Density Residential, Community Facilities, and Neighborhood Commercial.

The technical analysis approach for processing the project would be the same for an MND or EIR. The following tasks therefore, describe the technical analyses that would be conducted by both The Planning Center and proposed subconsultants, followed by the optional tasks as required for an MND and EIR.

TECHNICAL ANALYSES AND STUDIES

Technical Approach by The Planning Center

Although each of the CEQA topical areas will be addressed in the MND or EIR, it is anticipated that special focus will need to be given to Air Quality, Cultural Resources, Hydrology and Water Quality, Noise, Population and Housing, and Transportation and Traffic because of the unique land use/environmental constraints within the area.

The following describes our approach to focused technical analyses that would support the environmental documentation:

- **Air Quality/Climate Change:** The short-term and long-term air quality impacts generated by the proposed project relative to the thresholds adopted by the South Coast Air Quality Management District (SCAQMD) will be evaluated. Operational impacts are largely determined by project-related trip generation, as quantified in the project's traffic study. It is assumed that the net increase in project-related emissions would not exceed the SCAQMD thresholds based on the buildout estimates of the North Hemet Revitalization Plan. Construction impacts will be forecast based on the anticipated project phasing. Because of the site's proximity to sensitive receptors, dispersion modeling will need to be conducted for construction air pollutant emissions in accordance with the SCAQMD methodology. The supporting modeling and information will be provided in the appendices to the environmental document.

The previously proposed Scope of Work has been updated to include additional modeling necessary to address global climate change impacts. The air quality analysis will include regulatory history of GHG emission regulations in California and a discussion of global climate change impacts with respect to the effects of greenhouse gas (GHG) emissions. Project-related carbon dioxide (CO₂) emissions, the primary GHG, will be quantified using the URBEMIS2007 computer model for project-related mobile and stationary sources. However, the URBEMIS2007 computer model does not quantify emissions from energy use, because electricity is produced off-site. Consequently, the air quality analysis will also quantify GHG emissions from energy use at project buildout based on an estimate of energy demand and water use using GHG emission rates available from the US Department of Energy. Mitigation measures that reduce project-related GHG emissions will be identified, as necessary.

- **Cultural Resources:** Many of the existing residences were constructed prior to 1962. San Buenaventura Research Associates will prepare an assessment of on-site historical resources. It is assumed that no more than 29 structures located on-site will be to be evaluated. A literature study will be prepared to determine the presence of historical resources within the project site. The historical resources report will be included as a technical appendix to the environmental document.

- **Hydrology/Water Quality:** Potential drainage impacts associated with the proposed project will be evaluated, including increased rates of surface water runoff, changes to existing drainage patterns, and the ability of proposed and existing drainage facilities to adequately drain the project. JLC Engineering and Consulting will prepare a preliminary off-site and on-site analysis to address hydrology and hydraulic conditions and a preliminary Water Quality Management Plan (WQMP) that details best management practices (BMPs) that can be incorporated into the drainage concept to reduce water quality impacts. The hydrology study and preliminary WQMP will be included as a technical appendix to the environmental document.

- **Noise:** Potential short-term and long-term changes to existing noise levels within the project area that would be associated with implementation of the proposed project will be

evaluated. Because of the proximity of the surrounding residences to the project site, mitigation measures will be provided to reduce project-related construction noise impacts associated with the project. Additionally, the noise analysis will determine the compatibility of the proposed project with the City's General Plan and Municipal Code. The supporting modeling and information will be provided in the appendices to the environmental document.

- **Population/Housing:** Potential impacts associated with displacement and relocation of existing residences and businesses will be evaluated. This analysis will be based in part on the *Relocation of Existing Residents in the North Hemet Revitalization Area* study prepared by Seifel Consulting in August 2007. Mitigation measures will be proposed to minimize impacts to population and housing.

- **Traffic/Access:** As detailed below under Technical Studies, Urban Crossroads will prepare the traffic analysis to support the MND or EIR. The traffic analysis will evaluate opening year and buildout conditions. The results and recommendations of this report will be incorporated into the environmental document and the complete study will be included as a technical appendix.

Technical Studies to Be Prepared by Subconsultants

The following describes the scopes of work for subconsultant support for the environmental documentation:

- **GeoTek** will perform a preliminary geotechnical evaluation of the project site. Based on a preliminary review of the site, the site is underlain by older alluvial materials and no Earthquake Fault Zone (Alquist-Priolo) or State of California Hazard Zones (for earthquake-induced liquefaction or landslide) are on-site. However, the project site is approximately a half mile from an active fault. GeoTek will perform six to seven exploratory borings and associated laboratory tests, the results of which will be included in the preliminary geotechnical report for the project. It is assumed that the County of Riverside will coordinate with the existing land owners to gain permission on-site for the associated soil boring necessary for the preliminary geotechnical analysis.

- **San Buenaventura Research Associates** will prepare a historic architecture evaluation report to determine the potential for the proposed project to impact historic architectural resources. Potential resources may include the buildings, any associated landscapes, or structures that are more than 45 years old. It is assumed that no more than 29 structures will be identified that meet this criterion. It is assumed that the County of Riverside will coordinate to gain permission to photograph and evaluate structures, if potential historical structures are determined to be on-site.

- **Urban Crossroads** will provide a traffic impact analysis for the proposed project, based on the most current site plan. In addition, because the Specific Plan anticipates incorporation of traffic calming features to reduce traffic impacts in the project area, Urban Crossroads will participate in the charrette for the project (see Task 1.4). The Traffic Analysis will evaluate project impacts to a maximum of 17 intersections and assess cumulative impacts from a maximum of 20 cumulative projects within the study area, which will be refined through coordination with the City of Hemet.

- **JLC Engineering & Consulting** will prepare the hydrologic and hydraulic analysis for the project, including preparation of up to two drainage concepts. The analysis will include identify existing storm drain improvement plans, hydrology studies, and master plans adjacent to the project site, including the North Hemet and West Hemet Master Drainage Plan. In addition, JLC Engineering and Consulting will perform a preliminary off-site and on-site hydrology analysis. The conceptual drainage plans will be designed to resolve the drainage issues related to conveying the off-site and on-site runoff that is tributary to the project site. The study will identify drainage solution using channels, subsurface storm drain systems, and detention basins. In addition, JLC will prepare a preliminary WQMP that details BMPs that can be incorporated into the drainage concept to reduce water quality impacts.

MITIGATED NEGATIVE DECLARATION – SCOPE OF WORK

As noted previously, the scope of work to prepare and process an MND has not changed since our original proposal dated November 5, 2007.

Task 2.1 Initial Study/MND

Based on The Planning Center’s current understanding of proposed project and potential environmental impacts associated with the project, it is anticipated that environmental impacts can be mitigated to a less-than-significant level. The recommended approach for this project, therefore, is preparation of an Initial Study that will support the adoption of a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA). If, during preparation of the Initial Study, it is determined that there are impacts that cannot feasibly be mitigated to less than significant, an Environmental Impact Report (EIR), as detailed below, would be required. The Planning Center will make this determination at the earliest possible time during our analysis.

The Planning Center will prepare an Initial Study to address each of the environmental topics included in the CEQA Guidelines. Pursuant to the CEQA Guidelines, Appendix G checklist, each of the following issues will be addressed in the Initial Study.

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic

- Utilities and Service Systems

The site is currently developed with residential units (single-family residential and a mobile home park) and retail/commercial land uses. There are no known biological resources on-site. Our in-house biologist will conduct a reconnaissance site visit to confirm that there are no significant resources that could be impacted. If potentially significant habitat or wildlife is discovered during the reconnaissance, subsequent surveys may be required. If required, The Planning Center would request a contract amendment to conduct subsequent surveys and/or additional biological resources analysis.

Since this project would require a General Plan Amendment, it will also require Native American consultation pursuant to Senate Bill 18 (SB 18). Such consultation is not part of the CEQA process and is not included in our scope of work. The Planning Center; however, will provide guidance with this process if requested.

Our proposal includes coordination with the City of Hemet and the Agency to achieve the final environmental clearance (adoption of an MND) for the project. The Planning Center will edit the Initial Study upon receipt of comments from both the City of Hemet and the Agency. Our scope of work assumes one iteration of revisions to respond to review comments. If additional review/revision iterations are required, or if there are project description changes during preparation of the Initial Study that warrant revision or additional quantitative modeling or technical analysis, an adjustment to our cost estimate and or schedule may be required.

Upon approval, we will prepare the Notice of Intent (NOI) and distribute copies of the Initial Study for a 30-day public review period to relevant state agencies and recipients identified on a mailing list provided by the City. Upon receipt of public and/or agency comments, we will coordinate with the City and provide responses, as requested, to enable staff to adequately address any issues for decision makers. Minimal comments are anticipated on the proposed MND. Our cost estimate assumes up to eight hours for preparation of responses to public and/or agency comments on the MND. If additional effort is required, an amendment to the contract to cover these costs will be requested. A Mitigation Monitoring Program for staff review and approval will also be prepared. The Planning Center will be responsible for the distribution of the Initial Study/MND by certified mail.

Products:

(Note: Since submitting our previous proposal, most jurisdictions are increasingly using electronic media to meet CEQA public review requirements. We have revised the following product list to rely more on electronic media and to reduce reproduction costs.)

- Screencheck Initial Study/MND (3 review copies plus 1 digital copy to the County; 3 review copies plus 1 digital copy to the City)
- Final Initial Study/MND (up to 15 copies, 1 reproducible copy, and digital copy suitable for posting to the County of Riverside's website)
- Certified mailing of up to 15 hardcopies and 50 CD copies of the Initial Study/MND
- Mitigation Monitoring Program/Response to Comments (up to 15 copies)

- Notice of Determination plus California Department of Fish and Game Filing Fee

Task 2.2 Meetings/Public Hearings

Our scope of work includes participation at the following estimated meetings and public hearings:

- Two coordination meetings with the Agency and/or City
- Up to three public hearings (any combination of Planning Commission and City Council hearings)

We will attend additional meetings and/or hearings upon request. Such meetings/hearings would be invoiced on a time-and-materials basis.

Task 2.3 Project Management – Environmental

This task involves project management related to the environmental documentation provided by The Planning Center. This task is necessary to provide the day-to-day management and administration of the project and to oversee coordination with the Client and other team members. This scope and budget assume a timeframe of approximately four to six months, based on a maximum of four hours per month of Project Management for the entire duration associated with the environmental documentation and review and oversight by both the City of Hemet and the Agency. If the schedule extends beyond this time period, a budget augmentation may be required.

OPTIONAL SCOPE: ENVIRONMENTAL IMPACT REPORT

Task 2.1 Initial Study/Notice of Preparation

The Initial Study will be prepared to address all CEQA Guidelines Appendix G checklist questions as described under Task 2.1 for the MND. It is anticipated that several environmental topics will be closed-out in the Initial Study, and therefore, not be required to be addressed in the EIR. Based on our current knowledge of the project site and anticipated Specific Plan land uses, we would expect to complete the analysis for the following topics in the Initial Study: Biological Resources, Hazards and Hazardous Materials, Agricultural Resources, and Recreation. The remaining topics would be carried through to be analyzed in more detail in the EIR.

Upon submittal, our scope of work assumes one iteration of review/revisions of the Initial Study by the Agency and City of Hemet. Upon approval of the Initial Study, we will prepare the Notice of Preparation for the EIR. The NOP and Initial Study will be publicly noticed and distributed for a public review period of 30 days.

Products:

- Screencheck Initial Study and NOP (3 review copies plus 1 digital copy to the County; 3 review copies plus 1 digital copy to the City)
- Final Initial Study and NOP (up to 15 copies, 1 reproducible copy, and digital copy suitable for posting to the County of Riverside's website)

- Certified mailing of up to 15 hardcopies of the NOP w/Initial Study (for agencies) and up to 50 copies of the NOP only (referencing Agency website for Initial Study availability)
- Draft Newspaper Notice (NOP) (cost estimate assumes that Agency would place the notification)

Task 2.2 Screencheck EIR Preparation

The Planning Center will prepare a Screencheck EIR to include the following sections in accordance with the CEQA Guidelines:

- Introduction
- Summary
- Project Description
- Environmental Setting
- Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
- Alternatives to the Proposed Project
- CEQA-mandated sections (including Effects Found Not to Be Significant, Significant Irreversible Changes, Growth-Inducing Impacts, etc.)

The approach for technical analyses will be as described above under *Technical Analyses and Studies*.

In comparison to an MND, an EIR requires the additional sections listed above, cumulative analysis of each environmental topic, and evaluation of project alternatives. In accordance with CEQA, the EIR will define and analyze a “reasonable range” of project alternatives selected on the basis of their ability to (1) avoid or reduce one or more of the project’s significant impacts; and (2) feasibly attain most of the basic objectives of the project. The rationale for selecting each alternative will be explained, along with the principal features and environmental effects of each one. If any alternatives were considered during the project scoping process but rejected, reasons for rejecting those alternatives will be provided.

Analyses of up to three alternatives, including the “No Project” alternative, will be conducted. The consideration of alternatives is likely to include alternative land use plans that may evolve during the preparation of the Specific Plan. The environmentally superior alternative will be identified; if it is the No Project/No Development alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Products:

- Screencheck Draft EIR (5 review copies, 1 digital copy)

Task 2.3 Draft EIR

Our scope of work includes up to two iterations of review/revisions of the Screencheck EIR to prepare the document as a Draft EIR ready for public review. We assume that Screencheck review comments will be consolidated by the Agency and provided at one time to The Planning Center. It is also assumed that comments will not require new additional technical analysis or

modeling, which, if requested, may require a modification to the scope of work and cost estimate. Upon acceptance of the document as a Draft EIR, The Planning Center will reproduce and distribute the Draft EIR to the State Clearinghouse, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the Agency.

The Planning Center will prepare the Notice of Completion (NOC) for City of Hemet approval and signature and transmit the NOC with copies of the Draft EIR.

The Planning Center will be responsible for the distribution and noticing of the Draft EIR, including the preparation of the Notice of Availability and the certified mailing of the Draft EIR. This scope assumes that the City will place the newspaper publication of the Notice of Availability.

Products:

- Draft EIR
 - 15 hardcopies of the Draft EIR, including technical appendices volume(s), 1 reproducible original, and 1 digital copy)
 - 15 copies of the Executive summary and digital copies to the State Clearinghouse
- Certified mailing of up to 50 copies of the Draft EIR Summary (hard copy) and digital copies (CDs) of the Draft EIR and appendices.
- Notice of Availability

Task 2.4 Final EIR and Related Documents

Final EIR

A Final EIR will be prepared in accordance with CEQA and will contain a Response to Comments section and any necessary revisions to the Draft EIR in response to issues raised in comments to the Draft EIR. The Response to Comments will contain copies of all comment letters received and minutes from public meetings where oral comments were taken, plus written response to written comments. An estimated 50 hours of professional time has been included in our budget for response to comment preparation. If an unexpectedly large volume of comments is received, or if certain comments result in the need for new research or analysis, the initial budget may not be sufficient. Should this situation become apparent, we will discuss this concern with the Agency before the budget is consumed and determine an appropriate course of action. As required by CEQA, response to agency comments will be provided to those agencies a minimum of 10 days prior to consideration of the Final EIR by Agency decision makers.

Mitigation Monitoring Program

A Mitigation Monitoring Program (MMP) will be prepared pursuant to Section 21081.6 of the Public Resource Code.

Statement of Findings/Overriding Considerations

Section 15091 of the CEQA Guidelines requires that no public agency approve or carry out a project for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. If required, The Planning

Center will prepare draft findings and facts in support of findings describing each of the significant impacts identified by the EIR and the determination as to whether those impacts would be reduced to below a level of significance by proposed mitigation measures. The Planning Center will prepare a Statement of Overriding Considerations for any unavoidable significant impacts that may be identified in the EIR.

Notice of Determination

Within 5 days of EIR certification, The Planning Center will file an NOD with the State Clearinghouse and County Clerk.

Products:

- Final EIR (15 hard copies, 1 original, and 1 digital copy)
- Mitigation Monitoring Program (5 copies and 1 digital copy)
- Findings and Fact/Statement of Overriding Considerations (12 copies, 1 original, and 1 digital copy)
- Notice of Determination and Department of Fish and Game filing fee

Task 2.5 Meetings/Public Hearings

Our scope of work includes participation at the following estimated meetings and public hearings:

- Three coordination meetings with the Agency and/or City
- Up to three public hearings (any combination of Planning Commission and City Council hearings)

We will attend additional meetings and/or hearings upon request. Such meetings/hearings would be invoiced on a time-and-materials basis.

Task 2.6 Project Management – Environmental

This task involves project management related to the environmental documentation provided by The Planning Center. This task is necessary to provide the day-to-day management and administration of the project and to oversee coordination with the Client and other team members. The budget for this task assumes project management over the estimated 14 month duration for the environmental process and is based on an estimated four hours per month of Project Management. If the schedule extends beyond this time period, a budget augmentation may be required.

EXHIBIT B

COST ESTIMATE

Tables 1 and 2 provide estimated costs for preparation of the Specific Plan and CEQA compliance with an MND and an EIR, respectively. Reimbursable expenses include the costs for printing, photography, copies, blueprinting, travel, and deliveries. The number of report copies assumed for these estimates is detailed within the scope of work. These expenses will be billed at cost plus 12.5 percent.

<i>Table 1</i> COST ESTIMATE SPECIFIC PLAN AND MITIGATED NEGATIVE DECLARATION	
Task	Cost
Task 1 Specific Plan	
Task 1.1 Kick-off/Coordination Meetings	\$15,000
Task 1.2 Due Diligence	\$7,000
Task 1.3 Land Use Plan Refinement	\$12,000
Task 1.4 Developer and Stakeholder Outreach	\$10,000
Task 1.5 Project Description	\$11,000
Task 1.6 Specific Plan	\$20,000
Task 1.7 Joint Study Session/Public Hearings	\$8,000
Task 1.8 Project Management – Specific Plan	\$8,000
Total Specific Plan	\$91,000
Task 2 Environmental Analysis	
Task 2.1 Initial Study/Mitigated Negative Declaration	\$40,585
Task 2.2 Meetings/Public Hearings	\$3,900
Task 2.3 Project Management – Environmental	\$5,960
Total Environmental Analysis	\$50,445
Subconsultants¹	
San Buenaventura Research Associates	\$7,875
Urban Crossroads	\$35,663
J.L.C. Engineering & Consulting	\$38,363
GeoTek	\$10,035
Total Subconsultants	\$91,936
Reimbursables	
Specific Plan document reproduction	\$10,500
Environmental document reproduction	\$3,730
Postage/Photos/Mileage	\$2,043
City Filing Fees/CDFG Fee/Newspaper Ad	\$2,298
Total Reimbursable with 12.5% Markup	\$20,892

Total	\$254,273
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<i>Table 2</i> COST ESTIMATE SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT	
Task	Cost
Task 1 Specific Plan	
Task 1.1 Kick-off/Coordination Meetings	\$15,000
Task 1.2 Due Diligence	\$7,000
Task 1.3 Land Use Plan Refinement	\$12,000
Task 1.4 Developer and Stakeholder Outreach	\$10,000
Task 1.5 Project Description	\$11,000
Task 1.6 Specific Plan	\$20,000
Task 1.7 Joint Study Session/Public Hearings	\$8,000
Task 1.8 Project Management – Specific Plan	\$8,000
Total Specific Plan	\$91,000
Task 2 Environmental Analysis - EIR	
Task 2.1 Initial Study/NOP	\$13,650
Task 2.2 Screencheck EIR	59,740
Task 2.3 Draft EIR	14,610
Task 2.4 Final EIR/Findings/MMP/NOD	12,440
Task 2.5 Meetings/Public Hearings	\$6,300
Task 2.6 Project Management – Environmental	\$11,160
Total Environmental	\$117,900
Subconsultants¹	
San Buenaventura Research Associates	\$7,875
Urban Crossroads	\$35,663
J.L.C. Engineering & Consulting	\$38,363
GeoTek	\$10,035
Total Subconsultants	\$91,936
Reimbursables	
Specific Plan document reproduction	\$10,500
Environmental document reproduction	\$9,045
Postage/Photos/Mileage	\$2,668
County Filing Fees/CDFG Fee	\$2,818
Total Reimbursable with 12.5% Markup	\$25,031
Contingency	\$24,133
Total	\$350,000

**The Planning Center
2007 Standard Fee Schedule**

Staff Level	Hourly Rate
Principal	\$165 - \$250
Director/Team Leader	\$150 - \$200
Sr. Planner/Scientist/Designer II	\$125 - \$200
Sr. Planner/Scientist/Designer I	\$100 - \$50
Associate Planner/Scientist/Designer II	\$85 - \$115
Associate Planner/Scientist/Designer I	\$80 - \$85
Assistant Planner/Scientist/Designer II	\$70 - \$85
Assistant Planner/Scientist/Designer I	\$60 - \$70
GIS/CAD Operator II	\$80 - \$110
GIS/CAD Operator I	\$65 - \$80
Graphic Artist II	\$75 - \$125
Graphic Artist I	\$55 - \$75
Planning Technician/Intern	\$50 - \$60
Technical Editor	\$75 - \$80
Word Processing	\$65
Clerical	\$55 - \$65
3 rd Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 12.5%.

Mileage reimbursement rate is the standard IRS-approved rate of \$0.485 per mile.



PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2009, by and between The Planning Center (herein referred to as "CONSULTANT"), and the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "AGENCY").

WHEREAS, Health and Safety Code Section 33000 authorizes the AGENCY to contract for special services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. CONSULTANT: The reference to CONSULTANT in this Agreement is defined to include The Planning Center and any sub-consultants that The Planning Center contracts with in the performance of services required by this Agreement.
2. DESCRIPTION OF SERVICES: CONSULTANT shall provide services in the general nature of Conceptual Architecture and Planning Services as outlined and specified in Exhibit A, consisting of fourteen (14) pages, attached hereto and by this reference incorporated herein.
 - 2.1. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately perform services. Consultant shall perform the services and duties in

conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

3. PERIOD OF PERFORMANCE: The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through 31 December 2012, unless terminated as specified in Paragraph 6. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

4. COMPENSATION: The AGENCY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit B attached hereto. The total amount of compensation paid to the CONSULTANT under this Agreement shall not exceed the sum of \$350,000.00 unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.

4.1. Said compensation shall be paid in accordance with an invoice submitted to AGENCY by CONSULTANT within thirty (30) days from the last day of each calendar month, and AGENCY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

5. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the AGENCY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under

CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers compensation insurance.

6. INDEMNIFICATION

- 6.1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnities") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extents caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement.
- 6.2. As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnities.
- 6.3. With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have to right to adjust, settle, or compromise any such action or claim without the prior consent of AGENCY; provided, however, that any such

adjustment, settlement or compromise in no manner whatsoever limit or circumscribes CONSULTANT indemnification to Indemnities as set forth herein.

6.4. CONSULTANT obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnities the appropriate form of dismissal relieving Indemnities from any liability for the action or claim involved

6.5. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to the fullest extent allowed by law.

7. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

7.1. Workers' Compensation: If Contractor has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the AGENCY; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

7.2. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name the

AGENCY, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, elected officials, employees, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

7.3. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY, the County of Riverside, its Agencies, Districts, Special Districts, and Departments their respective directors, officers, Board of Supervisors, Board of Directors, elected officials, employees, agents, or representatives as Additional Insureds.

7.4. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail

Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

7.5. General Insurance Provisions - All lines:

7.5.1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

7.5.2. The CONSULTANT's insurance carrier(s) must declare its self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the AGENCY, at the election of the County's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the AGENCY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

7.5.3. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY with 1) a properly executed original Certificate(s) of Insurance and

certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***CONSULTANT shall not commence operations until the AGENCY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

7.5.4. It is understood and agreed by the parties hereto and the CONSULTANT's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the AGENCY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

7.5.5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

7.5.6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.

8. TERMINATION: AGENCY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for AGENCY's convenience or because of CONSULTANT's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the schedule of services described in Exhibit A to this Agreement.

8.1. Discontinuance of Services. Upon receipt of written Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2. Effect of Termination For Convenience. If the termination is to be for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for

services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services. CONSULTANT shall provide documentation deemed adequate by AGENCY's representative to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3. Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the AGENCY. In such case, the AGENCY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the AGENCY for any reasonable additional costs incurred by the AGENCY to revise work for which the AGENCY has compensated CONSULTANT under this Agreement, but which the AGENCY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Following discontinuance of services, the AGENCY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AGENCY's representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this

Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the AGENCY in determining whether to enter into future agreements with CONSULTANT.

8.4. Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

8.5. Completion of Services. In order to control the risks inherent in CONSULTANT's professional undertaking pursuant to this Agreement, CONSULTANT's services are intended to be performed fully and solely by or through CONSULTANT. Unless this Agreement is terminated for CONSULTANT's material breach, if AGENCY prevents or frustrates CONSULTANT's full performance of the services or without CONSULTANT's express consent causes or allows modifications to or deviations from the requirements or recommendations of CONSULTANT's instruments of service or the use of unfinalized instruments of service, then AGENCY shall release and indemnify CONSULTANT and its affiliated entities and individuals to the fullest extent allowed by law from and concerning any and all claims, costs, losses and/or liability concerning or related to the uncompleted services or the use of modified, deviated from or unfinalized instruments of service.

9. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

10. ADMINISTRATION: The Executive Director (or designee) shall administer this Agreement on behalf of AGENCY.
11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of AGENCY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of AGENCY will be deemed void and of no force or effect.
12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
13. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
14. ELIGIBILITY: Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services(s) will be performed by properly trained and licensed staff.

16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to AGENCY.

17. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this Agreement shall be the property of the AGENCY. The AGENCY reserves the right to authorize others to use or reproduce such materials; provided, however, if AGENCY uses such materials in connection with another project in which the CONSULTANT is not involved, AGENCY agrees to indemnify, defend and hold CONSULTANT harmless to the fullest extent allowed by law from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by CONSULTANT even in situations of active or passive negligence in such materials arising from or related to such other project. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Executive Director or an authorized designee.

18. PROFESSIONAL ACCREDITATION: CONSULTANT shall be credited, where appropriate, in any Project brochure, advertising and other promotional material. Further, CONSULTANT shall be entitled to receive appropriate awards for the Project, and shall have the right to include representations of the Project design, including photographs, in its promotional materials.

19. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be

brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

20. WAIVER: Any waiver by AGENCY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the AGENCY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping AGENCY from enforcement hereof.
21. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
22. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
23. SURVIVABILITY OF TERMS: Provisions of this Agreement that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Agreement.
24. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

AGENCY

Emilio Ramirez
1325 Spruce Street, Suite 400
Riverside, CA 92507
FAX: 951.955.3422

CONSULTANT

Karen Gulley
1580 Metro Drive
Costa Mesa, CA 92626
FAX:

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

Redevelopment Agency for the County of
Riverside

The Planning Center

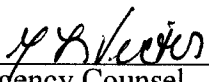
Chairman of the Board

By:
Title:

Date

Date

Approved as to Form

 9-1-09

Agency Counsel
Marsha L. Victor

EXHIBIT A
SCOPE OF WORK

The Redevelopment Agency for the County of Riverside contracts the Planning Center to design, create, present and obtain approval of a Specific Plan document for the North Hemet Redevelopment Sub Project Area.

TASK 1 SPECIFIC PLAN

Task 1.1 Kick-off/Coordination Meetings

Including a kick-off meeting, we anticipate the need for up to 15 meetings to report progress, sustain discussion, make next-step recommendations, and meet with the Redevelopment Agency for the County of Riverside (Agency) and City representatives on the project. Additionally, this project involves coordination, review, and approval by both Agency and City staff, creating the need for additional time and coordination meetings to ensure consensus between jurisdictions.

This task assumes the attendance of various team members, depending on the purpose of the meeting. Some of these meetings may take place via conference call and use The Planning Center's Go To Meeting web conferencing software. This software allows our clients and team members to remotely view our computer screen via the internet.

The kick-off meeting should include all members of the consultant team and client and should review the project roles and responsibilities, overall goals, and development opportunities and constraints. In consideration of the recent efforts undertaken as part of the North Hemet Revitalization Plan, we expect the kick-off meeting to also function as a strategy discussion on important design and implementation issues.

Task 1.2 Due Diligence

While much of the baseline analysis and discussion has already occurred through the North Hemet Revitalization Plan, The Planning Center will need to collect additional documents and materials and review baseline data relevant to water, sewer, storm drainage, dry utilities, and capital improvement plans to formulate the project context, goals, opportunities, and constraints. The most current copies of the City Zoning Code and General Plan are also needed to ensure consistency.

Once all of the necessary baseline data have been collected and analyzed, The Planning Center will prepare graphics and text that address the existing physical and regulatory conditions of the site and surrounding conditions.

Task 1.3 Land Use Plan Refinements

The specific plan will take its lead from the North Hemet Revitalization Plan to be adopted by the Agency Board of Directors and Hemet City Council. The Planning Center will work with the Agency and City of Hemet to briefly reexamine the draft land use plan prepared as part of the Revitalization Plan to ensure that it addresses the short- and long-term project goals and allows future development to respond to evolving economic and environmental factors. Of particular concern is the need to permit flexibility in housing products and citing while ensuring successful

on-site management and a safe environment. Other issues include the project's connection and interaction with adjacent projects (e.g., Stock farm, the transit center, and downtown), as well as site planning opportunities related to sustainability.

The preferred land use concept will be presented throughout the developer and stakeholder outreach process and will include development zones, permitted uses within each zone, density and intensity standards, external circulation access points and internal circulation patterns, a colored land use diagram, and a statistical summary. This preferred land use plan will be submitted to the Agency and City for two rounds of review before the plan is accepted as the project description for the environmental documentation.

Research indicates that green development techniques are significantly more cost effective if incorporated early—in the conceptual phases of development instead of the construction phases. Accordingly, the ability to incorporate feasible and effective green development techniques will be addressed early in the development of the land use concepts. The Planning Center team will coordinate to generate a specific plan that meets the key objectives while minimizing and mitigating all possible environmental impacts.

The Planning Center will present the Specific Plan to the City of Hemet and obtain their approval.

Task 1.4 Developer and Stakeholder Outreach

The Planning Center team will organize and lead a one- to two-day charrette or a set of meetings with Agency and City staff to review and refine the draft land use plan created through the North Hemet Revitalization Plan. We will work with Agency and City staff to invite the appropriate representatives from affordable housing developers and service providers, market rate developers with experience in integrating affordable housing, and other key stakeholders. The meeting(s) will also focus on the inclusion of nonresidential uses, such as neighborhood-serving commercial, to create a complete community. The attendees will be able to review the draft land use plan, express their preferences on land uses and strategies, and ask questions about the project and specific plan process.

We anticipate that the first part of the charrette or meetings will allow for the Agency, City, and The Planning Center team to introduce the project, present background information, identify the overall goals, and explain the draft land use plan. After the introduction, we will work with the attendees to explore a variety of issues related to the development and management of the project. Issues will include, but are not limited to, on-site management, preferred uses, pedestrian and auto circulation, connectivity, and security.

Alternatively, if preferred by the Agency and City, The Planning Center can conduct one-on-one interviews with selected stakeholders and interested parties. This proposal assumes that the interviews would take place over two days and involve follow-up communication with the interviewed parties.

Task 1.5 Project Description

To meet the timeframe for the environmental process, the objective of Task 1.5 is to first revise and complete those portions of the Specific Plan that will need to be analyzed as the project description in the MND or EIR. In addition to the land use plan prepared in Task 1.3, Task 1.5 includes preparation of specific policies and development standards related to:

- Building heights and massing
- Parking
- Interface between commercial and residential areas
- Signage
- Artificial light
- Internal road network
- Pedestrian and bicycle coordination
- Landscaping

Task 1.6 Specific Plan

Using the existing information from the North Hemet Revitalization Plan and associated studies, The Planning Center will create a user-friendly Specific Plan document for use by City staff, stakeholders, and the general public. Understanding that the project site will likely be developed by several property owners and developers, this document will contain graphics, diagrams, tables, and text that effectively convey the information necessary to sustainably implement the project's vision and achieve the project's objectives over multiple phases of development.

The current Revitalization Plan contains some of the elements required by state law, but will need to include information on topics such as permitted land uses, development standards, administration, phasing, and infrastructure plans. The Planning Center will prepare the Specific Plan in accordance with state law and the City's outline of required specific plan elements.

The Planning Center will prepare a Screencheck Draft, Hearing Draft, and Final Specific Plan. Review of the draft documents by appropriate Agency and City departments is expected following submittal of the specific plan to the City. To maximize the efficient use of time and budget, the City should coordinate its departmental feedback and each create a consolidated, edited version for The Planning Center's use that resolves conflicts or discrepancies between various departments. The Planning Center will coordinate with the Agency and City project managers to resolve any inconsistencies between Agency and City comments.

A total of 15 hard copies of the Screencheck Draft Specific Plan, 30 hard copies of the Hearing Draft Specific Plan, and 15 hard copies of the Final Specific Plan will be provided. These copies will be in color and either comb-bound or distributed in binders. The Planning Center will also provide electronic copies of each version, suitable for reprint and electronic distribution.

Task 1.7 Joint Study Session and Public Hearings

We anticipate that participation in one study session, one Planning Commission hearing, and one City Council hearing will be required. The Planning Center will attend and prepare a PowerPoint presentation for use at each hearing. The joint study session is anticipated to take place during the public review period of the Draft MND to present the Draft Specific Plan to the City Planning Commission, City Council, and Agency staff. The goal of the study session is to report on the evolution of the North Hemet Revitalization Plan into the North Hemet Specific Plan and

obtain insight into concerns prior to the public hearings, increasing the chances of a smooth and straightforward adoption process.

This scope and budget assume that City staff will be responsible for preparing staff reports for public hearings. Up to 15 color copies of the presentation materials will be made available at each public meeting (total of 45 copies). Up to 35 additional copies (in black and white) may be provided at each public meeting (total of 105).

Task 1.8 Project Management – Specific Plan

This task involves overall project management provided by The Planning Center. This task is necessary to provide the day-to-day management and administration of the project and to oversee coordination with the Client and other team members. This scope and budget assume a timeframe of approximately 12 months. If the schedule extends beyond this time, a budget augmentation may be required. Typically, project management expenses amount to approximately 10 percent of the labor budget.

TASK 2 ENVIRONMENTAL ANALYSES

The following scope of work has been supplemented to include optional preparation and processing of an EIR instead of an MND. An updated schedule and cost estimate is also provided for this option in the following sections.

A project level analysis would be prepared for the North Hemet Specific Plan. The project site is an approximate 29-acre site located within the City of Hemet, bound by Oakland Avenue to the South, the Hemet Vista Apartments to the north, State Street to the east, and residences and Alessandro Street to the west. The proposed project was previously the focus of the North Hemet Revitalization Plan. The project site is currently occupied by existing residential, commercial, and retail uses. The project involves a Specific Plan for the purposes of redevelopment of the existing site for affordable housing, senior housing (assisted living and senior units), a senior services center, neighborhood retail, and associated park space. A City of Hemet General Plan Amendment and Zone Change would be required to accommodate proposed land use designations of Medium Density Residential, Medium High Density Residential, High Density Residential, Community Facilities, and Neighborhood Commercial.

The technical analysis approach for processing the project would be the same for an MND or EIR. The following tasks therefore, describe the technical analyses that would be conducted by both The Planning Center and proposed subconsultants, followed by the optional tasks as required for an MND and EIR.

TECHNICAL ANALYSES AND STUDIES

Technical Approach by The Planning Center

Although each of the CEQA topical areas will be addressed in the MND or EIR, it is anticipated that special focus will need to be given to Air Quality, Cultural Resources, Hydrology and Water Quality, Noise, Population and Housing, and Transportation and Traffic because of the unique land use/environmental constraints within the area.

The following describes our approach to focused technical analyses that would support the environmental documentation:

- **Air Quality/Climate Change:** The short-term and long-term air quality impacts generated by the proposed project relative to the thresholds adopted by the South Coast Air Quality Management District (SCAQMD) will be evaluated. Operational impacts are largely determined by project-related trip generation, as quantified in the project's traffic study. It is assumed that the net increase in project-related emissions would not exceed the SCAQMD thresholds based on the buildout estimates of the North Hemet Revitalization Plan. Construction impacts will be forecast based on the anticipated project phasing. Because of the site's proximity to sensitive receptors, dispersion modeling will need to be conducted for construction air pollutant emissions in accordance with the SCAQMD methodology. The supporting modeling and information will be provided in the appendices to the environmental document.

The previously proposed Scope of Work has been updated to include additional modeling necessary to address global climate change impacts. The air quality analysis will include regulatory history of GHG emission regulations in California and a discussion of global climate change impacts with respect to the effects of greenhouse gas (GHG) emissions. Project-related carbon dioxide (CO₂) emissions, the primary GHG, will be quantified using the URBEMIS2007 computer model for project-related mobile and stationary sources. However, the URBEMIS2007 computer model does not quantify emissions from energy use, because electricity is produced off-site. Consequently, the air quality analysis will also quantify GHG emissions from energy use at project buildout based on an estimate of energy demand and water use using GHG emission rates available from the US Department of Energy. Mitigation measures that reduce project-related GHG emissions will be identified, as necessary.

- **Cultural Resources:** Many of the existing residences were constructed prior to 1962. San Buenaventura Research Associates will prepare an assessment of on-site historical resources. It is assumed that no more than 29 structures located on-site will be to be evaluated. A literature study will be prepared to determine the presence of historical resources within the project site. The historical resources report will be included as a technical appendix to the environmental document.

- **Hydrology/Water Quality:** Potential drainage impacts associated with the proposed project will be evaluated, including increased rates of surface water runoff, changes to existing drainage patterns, and the ability of proposed and existing drainage facilities to adequately drain the project. JLC Engineering and Consulting will prepare a preliminary off-site and on-site analysis to address hydrology and hydraulic conditions and a preliminary Water Quality Management Plan (WQMP) that details best management practices (BMPs) that can be incorporated into the drainage concept to reduce water quality impacts. The hydrology study and preliminary WQMP will be included as a technical appendix to the environmental document.

- **Noise:** Potential short-term and long-term changes to existing noise levels within the project area that would be associated with implementation of the proposed project will be

evaluated. Because of the proximity of the surrounding residences to the project site, mitigation measures will be provided to reduce project-related construction noise impacts associated with the project. Additionally, the noise analysis will determine the compatibility of the proposed project with the City's General Plan and Municipal Code. The supporting modeling and information will be provided in the appendices to the environmental document.

- **Population/Housing:** Potential impacts associated with displacement and relocation of existing residences and businesses will be evaluated. This analysis will be based in part on the *Relocation of Existing Residents in the North Hemet Revitalization Area* study prepared by Seifel Consulting in August 2007. Mitigation measures will be proposed to minimize impacts to population and housing.
- **Traffic/Access:** As detailed below under Technical Studies, Urban Crossroads will prepare the traffic analysis to support the MND or EIR. The traffic analysis will evaluate opening year and buildout conditions. The results and recommendations of this report will be incorporated into the environmental document and the complete study will be included as a technical appendix.

Technical Studies to Be Prepared by Subconsultants

The following describes the scopes of work for subconsultant support for the environmental documentation:

- **GeoTek** will perform a preliminary geotechnical evaluation of the project site. Based on a preliminary review of the site, the site is underlain by older alluvial materials and no Earthquake Fault Zone (Alquist-Priolo) or State of California Hazard Zones (for earthquake-induced liquefaction or landslide) are on-site. However, the project site is approximately a half mile from an active fault. GeoTek will perform six to seven exploratory borings and associated laboratory tests, the results of which will be included in the preliminary geotechnical report for the project. It is assumed that the County of Riverside will coordinate with the existing land owners to gain permission on-site for the associated soil boring necessary for the preliminary geotechnical analysis.
- **San Buenaventura Research Associates** will prepare a historic architecture evaluation report to determine the potential for the proposed project to impact historic architectural resources. Potential resources may include the buildings, any associated landscapes, or structures that are more than 45 years old. It is assumed that no more than 29 structures will be identified that meet this criterion. It is assumed that the County of Riverside will coordinate to gain permission to photograph and evaluate structures, if potential historical structures are determined to be on-site.
- **Urban Crossroads** will provide a traffic impact analysis for the proposed project, based on the most current site plan. In addition, because the Specific Plan anticipates incorporation of traffic calming features to reduce traffic impacts in the project area, Urban Crossroads will participate in the charrette for the project (see Task 1.4). The Traffic Analysis will evaluate project impacts to a maximum of 17 intersections and assess cumulative impacts from a maximum of 20 cumulative projects within the study area, which will be refined through coordination with the City of Hemet.

- **JLC Engineering & Consulting** will prepare the hydrologic and hydraulic analysis for the project, including preparation of up to two drainage concepts. The analysis will include identify existing storm drain improvement plans, hydrology studies, and master plans adjacent to the project site, including the North Hemet and West Hemet Master Drainage Plan. In addition, JLC Engineering and Consulting will perform a preliminary off-site and on-site hydrology analysis. The conceptual drainage plans will be designed to resolve the drainage issues related to conveying the off-site and on-site runoff that is tributary to the project site. The study will identify drainage solution using channels, subsurface storm drain systems, and detention basins. In addition, JLC will prepare a preliminary WQMP that details BMPs that can be incorporated into the drainage concept to reduce water quality impacts.

MITIGATED NEGATIVE DECLARATION – SCOPE OF WORK

As noted previously, the scope of work to prepare and process an MND has not changed since our original proposal dated November 5, 2007.

Task 2.1 Initial Study/MND

Based on The Planning Center's current understanding of proposed project and potential environmental impacts associated with the project, it is anticipated that environmental impacts can be mitigated to a less-than-significant level. The recommended approach for this project, therefore, is preparation of an Initial Study that will support the adoption of a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA). If, during preparation of the Initial Study, it is determined that there are impacts that cannot feasibly be mitigated to less than significant, an Environmental Impact Report (EIR), as detailed below, would be required. The Planning Center will make this determination at the earliest possible time during our analysis.

The Planning Center will prepare an Initial Study to address each of the environmental topics included in the CEQA Guidelines. Pursuant to the CEQA Guidelines, Appendix G checklist, each of the following issues will be addressed in the Initial Study.

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic

- Utilities and Service Systems

The site is currently developed with residential units (single-family residential and a mobile home park) and retail/commercial land uses. There are no known biological resources on-site. Our in-house biologist will conduct a reconnaissance site visit to confirm that there are no significant resources that could be impacted. If potentially significant habitat or wildlife is discovered during the reconnaissance, subsequent surveys may be required. If required, The Planning Center would request a contract amendment to conduct subsequent surveys and/or additional biological resources analysis.

Since this project would require a General Plan Amendment, it will also require Native American consultation pursuant to Senate Bill 18 (SB 18). Such consultation is not part of the CEQA process and is not included in our scope of work. The Planning Center; however, will provide guidance with this process if requested.

Our proposal includes coordination with the City of Hemet and the Agency to achieve the final environmental clearance (adoption of an MND) for the project. The Planning Center will edit the Initial Study upon receipt of comments from both the City of Hemet and the Agency. Our scope of work assumes one iteration of revisions to respond to review comments. If additional review/revision iterations are required, or if there are project description changes during preparation of the Initial Study that warrant revision or additional quantitative modeling or technical analysis, an adjustment to our cost estimate and or schedule may be required.

Upon approval, we will prepare the Notice of Intent (NOI) and distribute copies of the Initial Study for a 30-day public review period to relevant state agencies and recipients identified on a mailing list provided by the City. Upon receipt of public and/or agency comments, we will coordinate with the City and provide responses, as requested, to enable staff to adequately address any issues for decision makers. Minimal comments are anticipated on the proposed MND. Our cost estimate assumes up to eight hours for preparation of responses to public and/or agency comments on the MND. If additional effort is required, an amendment to the contract to cover these costs will be requested. A Mitigation Monitoring Program for staff review and approval will also be prepared. The Planning Center will be responsible for the distribution of the Initial Study/MND by certified mail.

Products:

(Note: Since submitting our previous proposal, most jurisdictions are increasingly using electronic media to meet CEQA public review requirements. We have revised the following product list to rely more on electronic media and to reduce reproduction costs.)

- Screencheck Initial Study/MND (3 review copies plus 1 digital copy to the County; 3 review copies plus 1 digital copy to the City)
- Final Initial Study/MND (up to 15 copies, 1 reproducible copy, and digital copy suitable for posting to the County of Riverside's website)
- Certified mailing of up to 15 hardcopies and 50 CD copies of the Initial Study/MND
- Mitigation Monitoring Program/Response to Comments (up to 15 copies)

- Notice of Determination plus California Department of Fish and Game Filing Fee

Task 2.2 Meetings/Public Hearings

Our scope of work includes participation at the following estimated meetings and public hearings:

- Two coordination meetings with the Agency and/or City
- Up to three public hearings (any combination of Planning Commission and City Council hearings)

We will attend additional meetings and/or hearings upon request. Such meetings/hearings would be invoiced on a time-and-materials basis.

Task 2.3 Project Management – Environmental

This task involves project management related to the environmental documentation provided by The Planning Center. This task is necessary to provide the day-to-day management and administration of the project and to oversee coordination with the Client and other team members. This scope and budget assume a timeframe of approximately four to six months, based on a maximum of four hours per month of Project Management for the entire duration associated with the environmental documentation and review and oversight by both the City of Hemet and the Agency. If the schedule extends beyond this time period, a budget augmentation may be required.

OPTIONAL SCOPE: ENVIRONMENTAL IMPACT REPORT

Task 2.1 Initial Study/Notice of Preparation

The Initial Study will be prepared to address all CEQA Guidelines Appendix G checklist questions as described under Task 2.1 for the MND. It is anticipated that several environmental topics will be closed-out in the Initial Study, and therefore, not be required to be addressed in the EIR. Based on our current knowledge of the project site and anticipated Specific Plan land uses, we would expect to complete the analysis for the following topics in the Initial Study: Biological Resources, Hazards and Hazardous Materials, Agricultural Resources, and Recreation. The remaining topics would be carried through to be analyzed in more detail in the EIR.

Upon submittal, our scope of work assumes one iteration of review/revisions of the Initial Study by the Agency and City of Hemet. Upon approval of the Initial Study, we will prepare the Notice of Preparation for the EIR. The NOP and Initial Study will be publicly noticed and distributed for a public review period of 30 days.

Products:

- Screencheck Initial Study and NOP (3 review copies plus 1 digital copy to the County; 3 review copies plus 1 digital copy to the City)
- Final Initial Study and NOP (up to 15 copies, 1 reproducible copy, and digital copy suitable for posting to the County of Riverside's website)

- Certified mailing of up to 15 hardcopies of the NOP w/Initial Study (for agencies) and up to 50 copies of the NOP only (referencing Agency website for Initial Study availability)
- Draft Newspaper Notice (NOP) (cost estimate assumes that Agency would place the notification)

Task 2.2 Screencheck EIR Preparation

The Planning Center will prepare a Screencheck EIR to include the following sections in accordance with the CEQA Guidelines:

- Introduction
- Summary
- Project Description
- Environmental Setting
- Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
- Alternatives to the Proposed Project
- CEQA-mandated sections (including Effects Found Not to Be Significant, Significant Irreversible Changes, Growth-Inducing Impacts, etc.)

The approach for technical analyses will be as described above under *Technical Analyses and Studies*.

In comparison to an MND, an EIR requires the additional sections listed above, cumulative analysis of each environmental topic, and evaluation of project alternatives. In accordance with CEQA, the EIR will define and analyze a “reasonable range” of project alternatives selected on the basis of their ability to (1) avoid or reduce one or more of the project’s significant impacts; and (2) feasibly attain most of the basic objectives of the project. The rationale for selecting each alternative will be explained, along with the principal features and environmental effects of each one. If any alternatives were considered during the project scoping process but rejected, reasons for rejecting those alternatives will be provided.

Analyses of up to three alternatives, including the “No Project” alternative, will be conducted. The consideration of alternatives is likely to include alternative land use plans that may evolve during the preparation of the Specific Plan. The environmentally superior alternative will be identified; if it is the No Project/No Development alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Products:

- Screencheck Draft EIR (5 review copies, 1 digital copy)

Task 2.3 Draft EIR

Our scope of work includes up to two iterations of review/revisions of the Screencheck EIR to prepare the document as a Draft EIR ready for public review. We assume that Screencheck review comments will be consolidated by the Agency and provided at one time to The Planning Center. It is also assumed that comments will not require new additional technical analysis or

modeling, which, if requested, may require a modification to the scope of work and cost estimate. Upon acceptance of the document as a Draft EIR, The Planning Center will reproduce and distribute the Draft EIR to the State Clearinghouse, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the Agency.

The Planning Center will prepare the Notice of Completion (NOC) for City of Hemet approval and signature and transmit the NOC with copies of the Draft EIR.

The Planning Center will be responsible for the distribution and noticing of the Draft EIR, including the preparation of the Notice of Availability and the certified mailing of the Draft EIR. This scope assumes that the City will place the newspaper publication of the Notice of Availability.

Products:

- Draft EIR
 - 15 hardcopies of the Draft EIR, including technical appendices volume(s), 1 reproducible original, and 1 digital copy)
 - 15 copies of the Executive summary and digital copies to the State Clearinghouse
- Certified mailing of up to 50 copies of the Draft EIR Summary (hard copy) and digital copies (CDs) of the Draft EIR and appendices.
- Notice of Availability

Task 2.4 Final EIR and Related Documents

Final EIR

A Final EIR will be prepared in accordance with CEQA and will contain a Response to Comments section and any necessary revisions to the Draft EIR in response to issues raised in comments to the Draft EIR. The Response to Comments will contain copies of all comment letters received and minutes from public meetings where oral comments were taken, plus written response to written comments. An estimated 50 hours of professional time has been included in our budget for response to comment preparation. If an unexpectedly large volume of comments is received, or if certain comments result in the need for new research or analysis, the initial budget may not be sufficient. Should this situation become apparent, we will discuss this concern with the Agency before the budget is consumed and determine an appropriate course of action. As required by CEQA, response to agency comments will be provided to those agencies a minimum of 10 days prior to consideration of the Final EIR by Agency decision makers.

Mitigation Monitoring Program

A Mitigation Monitoring Program (MMP) will be prepared pursuant to Section 21081.6 of the Public Resource Code.

Statement of Findings/Overriding Considerations

Section 15091 of the CEQA Guidelines requires that no public agency approve or carry out a project for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. If required, The Planning

Center will prepare draft findings and facts in support of findings describing each of the significant impacts identified by the EIR and the determination as to whether those impacts would be reduced to below a level of significance by proposed mitigation measures. The Planning Center will prepare a Statement of Overriding Considerations for any unavoidable significant impacts that may be identified in the EIR.

Notice of Determination

Within 5 days of EIR certification, The Planning Center will file an NOD with the State Clearinghouse and County Clerk.

Products:

- Final EIR (15 hard copies, 1 original, and 1 digital copy)
- Mitigation Monitoring Program (5 copies and 1 digital copy)
- Findings and Fact/Statement of Overriding Considerations (12 copies, 1 original, and 1 digital copy)
- Notice of Determination and Department of Fish and Game filing fee

Task 2.5 Meetings/Public Hearings

Our scope of work includes participation at the following estimated meetings and public hearings:

- Three coordination meetings with the Agency and/or City
- Up to three public hearings (any combination of Planning Commission and City Council hearings)

We will attend additional meetings and/or hearings upon request. Such meetings/hearings would be invoiced on a time-and-materials basis.

Task 2.6 Project Management – Environmental

This task involves project management related to the environmental documentation provided by The Planning Center. This task is necessary to provide the day-to-day management and administration of the project and to oversee coordination with the Client and other team members. The budget for this task assumes project management over the estimated 14 month duration for the environmental process and is based on an estimated four hours per month of Project Management. If the schedule extends beyond this time period, a budget augmentation may be required.

EXHIBIT B

COST ESTIMATE

Tables 1 and 2 provide estimated costs for preparation of the Specific Plan and CEQA compliance with an MND and an EIR, respectively. Reimbursable expenses include the costs for printing, photography, copies, blueprinting, travel, and deliveries. The number of report copies assumed for these estimates is detailed within the scope of work. These expenses will be billed at cost plus 12.5 percent.

<i>Table 1</i> COST ESTIMATE SPECIFIC PLAN AND MITIGATED NEGATIVE DECLARATION	
Task	Cost
Task 1 Specific Plan	
Task 1.1 Kick-off/Coordination Meetings	\$15,000
Task 1.2 Due Diligence	\$7,000
Task 1.3 Land Use Plan Refinement	\$12,000
Task 1.4 Developer and Stakeholder Outreach	\$10,000
Task 1.5 Project Description	\$11,000
Task 1.6 Specific Plan	\$20,000
Task 1.7 Joint Study Session/Public Hearings	\$8,000
Task 1.8 Project Management – Specific Plan	\$8,000
Total Specific Plan	\$91,000
Task 2 Environmental Analysis	
Task 2.1 Initial Study/Mitigated Negative Declaration	\$40,585
Task 2.2 Meetings/Public Hearings	\$3,900
Task 2.3 Project Management – Environmental	\$5,960
Total Environmental Analysis	\$50,445
Subconsultants¹	
San Buenaventura Research Associates	\$7,875
Urban Crossroads	\$35,663
J.L.C. Engineering & Consulting	\$38,363
GeoTek	\$10,035
Total Subconsultants	\$91,936
Reimbursables	
Specific Plan document reproduction	\$10,500
Environmental document reproduction	\$3,730
Postage/Photos/Mileage	\$2,043
City Filing Fees/CDFG Fee/Newspaper Ad	\$2,298
Total Reimbursable with 12.5% Markup	\$20,892

Total	\$254,273
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Table 2
COST ESTIMATE
SPECIFIC PLAN AND ENVIRONMENTAL IMPACT
REPORT

Task	Cost
Task 1 Specific Plan	
Task 1.1 Kick-off/Coordination Meetings	\$15,000
Task 1.2 Due Diligence	\$7,000
Task 1.3 Land Use Plan Refinement	\$12,000
Task 1.4 Developer and Stakeholder Outreach	\$10,000
Task 1.5 Project Description	\$11,000
Task 1.6 Specific Plan	\$20,000
Task 1.7 Joint Study Session/Public Hearings	\$8,000
Task 1.8 Project Management – Specific Plan	\$8,000
Total Specific Plan	\$91,000
Task 2 Environmental Analysis - EIR	
Task 2.1 Initial Study/NOP	\$13,650
Task 2.2 Screencheck EIR	59,740
Task 2.3 Draft EIR	14,610
Task 2.4 Final EIR/Findings/MMP/NOD	12,440
Task 2.5 Meetings/Public Hearings	\$6,300
Task 2.6 Project Management – Environmental	\$11,160
Total Environmental	\$117,900
Subconsultants¹	
San Buenaventura Research Associates	\$7,875
Urban Crossroads	\$35,663
J.L.C. Engineering & Consulting	\$38,363
GeoTek	\$10,035
Total Subconsultants	\$91,936
Reimbursables	
Specific Plan document reproduction	\$10,500
Environmental document reproduction	\$9,045
Postage/Photos/Mileage	\$2,668
County Filing Fees/CDFG Fee	\$2,818
Total Reimbursable with 12.5% Markup	\$25,031
Contingency	\$24,133
Total	\$350,000

**The Planning Center
2007 Standard Fee Schedule**

Staff Level	Hourly Rate
Principal	\$165 - \$250
Director/Team Leader	\$150 - \$200
Sr. Planner/Scientist/Designer II	\$125 - \$200
Sr. Planner/Scientist/Designer I	\$100 - \$50
Associate Planner/Scientist/Designer II	\$85 - \$115
Associate Planner/Scientist/Designer I	\$80 - \$85
Assistant Planner/Scientist/Designer II	\$70 - \$85
Assistant Planner/Scientist/Designer I	\$60 - \$70
GIS/CAD Operator II	\$80 - \$110
GIS/CAD Operator I	\$65 - \$80
Graphic Artist II	\$75 - \$125
Graphic Artist I	\$55 - \$75
Planning Technician/Intern	\$50 - \$60
Technical Editor	\$75 - \$80
Word Processing	\$65
Clerical	\$55 - \$65
3 rd Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 12.5%.

Mileage reimbursement rate is the standard IRS-approved rate of \$0.485 per mile.