

**Mintier Harnish LP**  
**Land Use Planning Services**

**AGREEMENT FOR SERVICES #5912**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Mintier Harnish LP, a limited partnership duly qualified to conduct business in the State of California, whose principal place of business is 1415 20<sup>th</sup> Street, Sacramento, California 95811 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Planning and Building Department with land use planning services for community design standards and commercial and multi-family residential design standards;

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Scope of Work:** Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in individual Work Orders issued pursuant to this Agreement, Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in individual Work Orders issued pursuant to this Agreement, Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof.

The receipt of this fully executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

In addition to the specific services identified in Tasks 1.1 – 2.7, this Agreement may also include Project Contingency. Project Contingency services shall include work which is related to this project, and arising from the current scope of work, but which was not apparently needed at the execution of this agreement. Such Project Contingency may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator. Before proceeding with any work under Project Contingency, the parties will identify the specific services to be provided for each assignment in individual Work Orders as determined at a meeting, by email, or telephone conference between County and Consultant. Consultant shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Consultant with a description of the services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Consultant shall not commence work until receiving the written Work Order.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XIV, Default, Termination, and Cancellation, herein.

No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or

expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly.

All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

#### **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

#### **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$306,615, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

The hourly rates listed in Exhibit B may be adjusted on an annual basis upon completion of the first twelve (12) consecutive months with thirty (30) days prior written notice from

Consultant and prior written approval by County's Contract Administrator. The rate increase shall not exceed three percent (3%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Other direct costs, materials, printing, and outside services, including rental of special equipment, special reproductions and blueprinting, overnight delivery, outside data processing, subconsultant services, and computer services, shall be invoiced at Consultant's cost, without markup, for the services rendered. All invoices that include other direct costs, materials, and/or outside services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by the Contract Administrator or designee. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and the Contract Administrator or designee has determined that the reasons are valid.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C. In the performance of the services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Tasks, subject to County Contract Administrator's prior written approval.

Itemized invoices shall follow the format specified by County and shall reference this Agreement and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado  
Planning and Building Department  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Kevin Willard  
Administrative Technician

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement or in the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Progress Reports:** Upon issuance of a Work Order, Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Consultant's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, and Consultant shall modify its work if the County's Contract Administrator determined it is necessary to meet current County requirements applicable to the project. Separate detail shall be provided for each ongoing Work Order. Consultant shall include in a progress report the total number of hours worked by Consultant and any authorized subconsultants; a description of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

#### **ARTICLE VI**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in

accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

#### **ARTICLE VII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VIII**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE IX**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Planning and Building Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE X**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultants authorized in individual Work Orders issued pursuant to this Agreement, for the particular tasks, work, and deliverables identified therein. An approved Work Order shall be obtained by

Consultant prior to a subconsultant commencing any work under this Agreement. At no time shall County be obligated to pay separately for subconsultant services. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

#### **ARTICLE XI**

**Independent Contractor:** The parties intend that an independent consultant relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement, and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XIII**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XIV**

### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XXI, Conflict of Interest.
- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in

part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Planning and Building Department  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Rob Peters  
Deputy Director

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Mintier Harnish LP  
1415 20<sup>th</sup> Street  
Sacramento, California 95811

Attn.: James Harnish, Principal/Owner

or to such other location as Consultant directs.

#### **ARTICLE XVI**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVII**

**Indemnity:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVIII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance

evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in

consultation with County's Risk Management Division as essential for protection of County.

- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

#### **ARTICLE XIX**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XX**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XXI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIV, Default, Termination, or Cancellation.

## **ARTICLE XXII**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, representatives, and subconsultants shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

**ARTICLE XXIII**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

**ARTICLE XXIV**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

**ARTICLE XXV**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it and any of its subconsultants employed under this Agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

**ARTICLE XXVI**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**ARTICLE XXVII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Rob Peters, Deputy Director, Planning and Building Department, or successor.

**ARTICLE XXIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**ARTICLE XXX**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE XXXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XXXIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Aeri Parlin*

Dated: 2-1-22

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: *Keyle Kuper*  
Deputy Clerk

Dated: 2-1-22

--MINTIER HARNISH LP--

By: *Jim Harnish*  
Jim Harnish (Jan 3, 2022 07:43 PST)

Dated: 01/03/2022

James Harnish  
Principal/Owner  
"Consultant"

## **Mintier Harnish**

### **Exhibit A**

#### **Scope of Work**

Consultant shall assist County with its El Dorado County Commercial and Multi-Family Design Standards Project (Project) to create custom design guidelines/standards for new commercial/multi-family development for communities identified in County's General Plan Policy 2.1.1.1 (Cameron Park, El Dorado/Diamond Springs, El Dorado Hills, and Shingle Springs). The Project shall be split into two (2) components, with the Shingle Springs Community Design Standards serving as the lead prototype under Component 1 and the remaining communities incorporated into the Commercial and Multi-Family Residential Design Standards under Component 2. Where meetings are listed in the Scope of Work below, Consultant shall attend and participate in meetings and public workshops in person, unless determined due to local health guidelines that meetings should be held virtually..

#### **COMPONENT 1: SHINGLE SPRINGS COMMERCIAL AND MULTI-FAMILY RESIDENTIAL DESIGN STANDARDS ("SHINGLE SPRINGS COMMUNITY DESIGN STANDARDS")**

##### **Task 1.1 - Initiate Project and Collect Data**

###### **Subtask 1.1.1 - Kick-Off Meeting and Shingle Springs Tour**

Consultant shall attend a kick-off meeting with County staff to review County's objectives and expectations for each Project component and the finished product, to discuss key issues of integration and consistency with existing and future plans, ordinances, programs, and community feedback and preferences from earlier meetings and events. At this meeting, County staff will provide Consultant with all relevant documents, plans, strategies, ordinances, and reports/studies that directly or indirectly influence the design of commercial and multi-family residential developments within the specified Project regions of County. Immediately following the kick-off meeting, Consultant shall tour Shingle Springs with County staff to examine key issues and opportunities to be addressed in the Shingle Springs Community Design Standards.

###### **Subtask 1.1.2 - Existing and Draft Document/Ordinance Review and County Reconnaissance**

Consultant shall review existing documents and identify parts or concepts from existing guidelines to be incorporated into the new Community Design Standards. Consultant shall also review recent projects and how they addressed currently adopted design guidelines, including the 2015 Mixed Use Design Guidelines. In coordination with County staff, Consultant shall survey and review the geography of County to assess the natural and built environment in which the

design standards will be applied, as well as the architectural characteristics of existing communities.

**Meetings:**

- One (1) Kick-Off Meeting with County staff
- One (1) Tour of Shingle Springs with County staff

**Deliverables:**

- Kick-Off Meeting Summary (electronic copy)
- Final schedule, tasks, milestones, and deliverables (electronic and two [2] hard copies)

**Task 1.2 - Administrative Draft of the Shingle Springs Community Design Standards**

**Subtask 1.2.1 - Create Draft of the Shingle Springs Community Design Standards**

Consultant shall develop Administrative Draft of the Shingle Springs Community Design Standards that shall be used to organize different design features and program elements. County will review the Administrative Draft and provide feedback as necessary. The Shingle Springs Community Design Standards shall address design features related to commercial and multi-family residential development.

The Shingle Springs Community Design Standards shall be organized as follows, but is not limited to:

- Introduction
  - Purpose and Objectives
  - Project Team
  - Applicability
  - How to Use this Document
  - Upload and Codify the Design Standards
- County and Community Context
  - Applicable Project Area and Zones/Districts
  - Community Character
  - Commercial Context and Character
  - Multi-Family Residential Context and Character
  - Mixed Use Context and Character
  - Assumptions for Commercial and Multi-Family Residential
- Design Standards (Commercial and Multi-Family Residential)
  - Site Planning and Amenities
  - Mobility and Access
  - Building Design and Form
  - Landscaping

- Parking
- Utilities
- Signage
- Lighting
- Noise and Odor
- Historic Preservation
- Hillsides
- Scenic Corridor Preservation
- Highway Overcrossings
- Oak Preservation
- Architectural Themes
  - Agrarian
  - Gold Rush
  - Railroad
- Process and Performance Standards
- Recommendations

**Subtask 1.2.2 - Identify Potential County Zoning Ordinance Amendments**

Based on the work in Subtask 1.2.1, Consultant shall identify alternative standards and requirements in County's Zoning Ordinance that may need to be amended or created to support the design features and/or performance standards developed in the Administrative Draft of the Shingle Springs Community Design Standards. Consultant shall summarize the proposed ordinance amendments in a technical memorandum and submit it to County staff for review and comment.

**Subtask 1.2.3 - Public Review Draft of the Shingle Springs Community Design Standards**

Consultant shall prepare a Public Review Draft of the Shingle Springs Community Design Standards. Consultant shall coordinate with County staff to release the Public Review Draft of the Shingle Springs Community Design Standards prior to the Shingle Springs Community Alliance (SSCA) Community Workshops described in Subtask 1.3.2 below.

**Meetings:**

N/A

**Deliverables:**

- One (1) Administrative Draft of the Shingle Springs Community Design Standards (electronic copy)
- One (1) Technical Memorandum identifying any potential County Zoning Ordinance amendments (electronic copy)
- One (1) Public Review Draft of the Shingle Springs Community Design Standards (electronic copy)

### **Task 1.3 - Work with SSCA on Public Outreach**

#### **Subtask 1.3.1 - Public Outreach Strategy**

Consultant shall develop a Public Outreach Strategy that sets forth the tools, techniques, and activities that County will use to create support for the Project and the resulting Shingle Springs Community Design Standards. The Public Outreach Strategy shall outline when Consultant and/or County staff shall conduct steering and advisory committees, public workshops, events, and public hearings. While the specifics shall be defined through coordination with County staff, outreach methods would, at a minimum, identify methods and tools for providing opportunities to inform and educate the public about the process and options, steps for interaction and engagement to gather input, and points for verification of the process and direction on key topics from decision-makers.

#### **Subtask 1.3.2 - SSCA Community Workshop**

Consultant shall assist SSCA in facilitating and attend one (1) community workshop on the Public Review Draft Shingle Springs Community Design Standards. The intent of the workshop shall be to present the community with architectural and design standards that were formulated based on the public outreach conducted earlier for the Project. Consultant shall create and provide a mailer to County to distribute and notify the community about the workshops and Project process. Consultant shall work closely with SSCA to publicize the community workshop, as well as provide workshop materials, handouts, full color display boards, and a PowerPoint presentation.

#### **Meetings:**

- One (1) Community Workshop

#### **Deliverables:**

- One (1) Public Outreach Strategy (electronic copy)
- Community Workshop materials (electronic and hard copies)
- Community Workshop Minutes/Summary (electronic copy)

### **Task 1.4 - Study Sessions with County's Planning Commission and Board of Supervisors**

#### **Subtask 1.4.1 - County's Planning Commission Study Session #1**

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and facilitate a study session with County's Planning Commission to present the Public Review Draft of the Shingle Springs Community Design Standards and update County's Planning Commission on the status of the Project moving forward. As part of this study session, Consultant shall facilitate a discussion regarding the implications of the design standards on

the future of the community. At the conclusion of the study session, County's Planning Commission will provide recommended edits and modifications for County's Board of Supervisors approval in Subtask 1.4.2 below.

**Subtask 1.4.2 – County's Board of Supervisors Study Session #1**

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and facilitate a study session with County's Board of Supervisors to present the Public Review Draft of the Shingle Springs Community Design Standards, County's Planning Commission recommendations, and update the Board of Supervisors on the status of the Project moving forward. As part of this study session, Consultant shall facilitate a discussion regarding the implications of the design standards on the future of the community.

**Subtask 1.4.3 - Revised Public Review Draft of the Shingle Springs Community Design Standards**

If necessary, Consultant shall update the Public Review Draft of the Shingle Springs Community Design Standards based on direction and feedback from County's Planning Commission and Board of Supervisors.

**Meetings:**

- One (1) Study Session with County's Planning Commission
- One (1) Study Session with County's Board of Supervisors

**Deliverables:**

- Planning Commission study session materials (electronic copy)
- Board of Supervisors study session materials (electronic copy)
- Planning Commission and Board of Supervisors Study Session Minutes/Summary (electronic copy)
- One (1) Revised Public Review Draft of the Shingle Springs Community Design Standards (electronic copy)

**Task 1.5 - Incorporate Public Feedback and Prepare Final Shingle Springs Community Design Standards**

Consultant shall coordinate with County staff to prepare a Final Draft of the Shingle Springs Community Design Standards that shall include agreed upon edits recommended by community members who attended the Community Workshop (Subtask 1.3.2). Consultant shall work closely with County staff to synthesize the feedback provided by the community.

**Meetings:**

- N/A

**Deliverables:**

- One (1) Final Draft of the Shingle Springs Community Design Standards (electronic copy)

**Task 1.6 - Conduct Environmental Review**

**Subtask 1.6.1 - Develop a Project Description**

Consultant shall prepare a draft Project Description that addresses the actions intended to be covered by the California Environmental Quality Act (CEQA) document. Consultant shall revise the Project Description as necessary, following County review and approval, and prepare a final Project Description incorporating any necessary revisions.

**Subtask 1.6.2 - Determine Prior CEQA Coverage/Prepare an Initial Study**

Consultant shall prepare a draft Initial Study consistent with CEQA requirements for County review and approval, and prepare a final Initial Study incorporating any necessary revisions. The Initial Study shall determine the type of document needed to adequately cover the Shingle Springs Community Design Standards. Consultant anticipates that the Initial Study will be based on existing documents and data and that no original research or analysis will be required.

**Subtask 1.6.3 - CEQA Document**

If the Initial Study indicates that there is no potential for significant environmental impacts to result from the adoption of the Shingle Springs Community Design Standards, Consultant shall prepare a Negative Declaration (ND). If the Initial Study reveals potential significant environmental impacts and it is determined that a Mitigated Negative Declaration or Environmental Impact Report is required, then Consultant shall work with County staff on an amendment to this Agreement to develop a scope of work and budget to cover the additional environmental review needed.

**Meetings:**

N/A

**Deliverables:**

- One (1) Draft Project Description (electronic copy)
- One (1) Final Project Description (electronic copy)
- One (1) Draft Initial Study/Negative Declaration (electronic copy)
- One (1) Final Initial Study/Negative Declaration (electronic and two [2] hard copies)

- Negative Declaration, if applicable

#### **Task 1.7 - Final Documents and Adoption**

##### **Subtask 1.7.1 – Prepare Final Draft Community Design Standards and Zoning Ordinance Amendments**

Based on public and environmental review, Consultant shall work with County staff to prepare Final Draft Community Design Standards and Zoning Ordinance Amendments for the community of Shingle Springs for consideration at public hearings.

##### **Subtask 1.7.2 - Planning Commission Hearing**

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and attend one (1) public hearing with County's Planning Commission for the approval and recommendation to County's Board of Supervisors to adopt the Commercial and Multi-Family Residential Design Standards, Zoning Ordinance Amendments, and certification of the CEQA documents.

##### **Subtask 1.7.3 - Board of Supervisors Hearing**

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and attend one (1) public hearing with County's Board of Supervisors for the consideration and adoption of the Commercial and Multi-Family Residential Design Standards, Zoning Ordinance Amendments, and certification of the CEQA documents.

##### **Subtask 1.7.4 - Final Shingle Springs Community Design Standards**

Following adoption by the Board of Supervisors, Consultant shall prepare the final Shingle Springs Community Design Standards, and update the County Zoning Ordinance. Consultant expects that County staff will attend second readings for the Zoning Ordinance Amendments. Consultant shall provide County with all native files, graphics, and final PDF documents. Consultant shall provide the references cited in documents, if any, for inclusion in the administrative record.

#### **Meetings:**

- One (1) public hearing with County's Planning Commission
- One (1) public hearing with County's Board of Supervisors

#### **Deliverables:**

- Planning Commission Public Hearing Materials (i.e, PowerPoint Presentation) (electronic copy)
- Board of Supervisors Public Hearing Materials (i.e, PowerPoint Presentation) (electronic copy)

- One (1) Final Shingle Springs Community Design Standards and Zoning Ordinance Amendments (electronic copy)

**COMPONENT 2: COMMERCIAL AND MULTI-FAMILY RESIDENTIAL DESIGN STANDARDS FOR CAMERON PARK, EL DORADO/DIAMOND SPRINGS AND EL DORADO HILLS**

**Task 2.1 - Initiate Project and Community Assessment**

**Subtask 2.1.1 - Kick-Off Meeting**

Consultant shall attend a kick-off meeting with County staff to clarify topics that have direct bearing on the precise objectives and scope of the Project. Following the kick-off meeting, Consultant shall provide County with a Kick-Off Meeting Summary and shall contact active community groups to determine what step they are at in the Community Planning Guide (Community Assessment). The Community Assessment shall help inform all parties on the necessary steps to move forward with their Community Assessment and the development of Commercial and Multi-Family Residential Design Standards ("Community Design Standards") for each of the three remaining identified Community Regions.

**Subtask 2.1.2 - Data Collection and Assessment**

Consultant shall collect pertinent data from County and respective community groups from the three (3) selected communities of Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills. This data shall help with Consultant's completion of the Community Assessments in Subtasks 2.1.2a-c below. The Community Assessments shall guide development of the Community Design Standards, and shall:

- Provide an initial assessment and inventory of applicable physical, social, and environmental elements and current conditions;
- Describe and document design issues of prototypical development;
- Identify current design standards, and policies and procedures that affect design decisions; and
- Develop projections of future needs and expectations.

**Subtask 2.1.2a - Cameron Park Tour and Community Assessment**

County staff will provide Consultant with tour summaries, photos, and written comments from the community tours that have been previously conducted with County Staff, Community and Economic Development Advisory Committee (CEDAC), the Cameron Park Design Review Committee (DRC), and Community Advisory Team (CAT) members. Consultant shall review the material that has been prepared by the tour participants and organize additional follow-up site visits with County staff as necessary. Based on the findings from the community tour materials, Consultant shall prepare and provide County with a Cameron Park

Community Assessment of areas in the natural and built environment where design standards can be applied, as well as the architectural characteristics of the community. The Cameron Park Community Assessment shall include a memorandum that highlights Project elements that shall guide the design of the Community Design Standards (i.e., Project parameters, expectations, objectives, and criteria), provide an overview of the available land within the community to which these standards shall apply, and field conditions by land use and by building type. The memorandum shall also include photography and/or graphic documentation and maps.

**Subtask 2.1.2b - El Dorado/Diamond Springs Tour and Community Assessment**

County staff will provide Consultant with tour summaries, photos, and written comments from the community tours that have been previously conducted with County Staff, CEDAC, the Diamond Springs and El Dorado Community Advisory Committee (CAC), and CAT members. Consultant shall review the material that has been prepared by the tour participants and organize additional follow-up site visits with County staff as necessary. Based on the findings from the community tour materials, Consultant shall prepare and provide County with an El Dorado/Diamond Springs Community Assessment of areas in the natural and built environment where design standards can be applied, as well as the architectural characteristics of the community. The El Dorado/Diamond Springs Community Assessment shall include a memorandum that highlights project elements that shall guide the design of the Community Design Standards (i.e., project parameters, expectations, objectives, and criteria), provide an overview of the available land within the community to which these standards shall apply, and field conditions by land use and by building type. The memorandum shall also include photography and/or graphic documentation and maps.

**Subtask 2.1.2c - El Dorado Hills Tour and Community Assessment**

County staff will provide Consultant with tour summaries, photos, and written comments from the community tours that have been previously conducted with County Staff, CEDAC, the El Dorado Hills Area Planning Advisory Committee (APAC), and CAT members. Consultant shall review the material that has been prepared by the tour participants and organize additional follow-up site visits with County staff as necessary. Based on the findings from the community tour, Consultant shall prepare and provide County with an El Dorado Hills Community Assessment of areas in the natural and built environment where design standards can be applied, as well as the architectural characteristics of the community. The El Dorado Hills Community Assessment shall include a memorandum that highlights project elements that shall guide the design of the Community Design Standards (i.e., project parameters, expectations, objectives, and

criteria), provide an overview of the available land within the community to which these standards shall apply, and field conditions by land use and by building type. The memorandum shall also include photography and/or graphic documentation and maps.

**Meetings:**

- One (1) Kick-Off Meeting with County Staff
- Follow-up site visits with County staff as necessary

**Deliverables:**

- Kick-Off Meeting Materials (agenda, detailed project schedule, etc.) (electronic copy)
- One (1) Kick-Off Meeting Summary (electronic copy)
- One (1) Cameron Park Community Assessment (electronic copy)
- One (1) El Dorado/Diamond Springs Community Assessment (electronic copy)
- One (1) El Dorado Hills Community Assessment (electronic copy)

**Task 2.2 - Preliminary Design Concepts for Commercial and Multi-Family Residential Development**

Based on Component 1 (Shingle Springs Community Design Standards), Consultant shall support the CAT's effort to develop preliminary design concepts for Commercial and Multi-Family Residential development for each of the three (3) selected communities. Consultant shall prepare an initial draft of each community's design standards that shall convey in both architectural graphics the provisions of the design standards along with descriptions for implementation. The preliminary design concept shall address, but not be limited to, the following:

- Building height, bulk, massing, and scale;
- Relationship of buildings;
- Standards for pedestrian and landscape improvements;
- Public realm design; and
- Signage.

The CATs will provide comments and input, and gather additional public or decision maker comments and provide such to Consultant. Consultant shall incorporate comments and input received, and produce Draft Design Standards for each community satisfactory to each CAT for presentation to the public.

**Meetings:**

- N/A

**Deliverables:**

- One (1) Preliminary Design Concept for Commercial and Multi-Family Residential Development for Cameron Park (electronic copy).

- One (1) Preliminary Design Concept for Commercial and Multi-Family Residential Development for El Dorado/Diamond Springs (electronic copy).
- One (1) Preliminary Design Concept for Commercial and Multi-Family Residential Development for El Dorado Hills (electronic copy)

**Task 2.3 - Study Sessions with County's Planning Commission and Board of Supervisors and Public Outreach for Each Identified Community**

**Subtask 2.3.1 - Planning Commission Study Session #2**

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and facilitate a study session with County's Planning Commission to provide a status update for each community and receive early input and direction on the Project. This study session will give Planning Commission members an opportunity to provide feedback and recommendations on the process and tasks moving forward.

**Subtask 2.3.2 - Board of Supervisors Study Session #2**

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and facilitate a study session with County's Board of Supervisors to provide a status update for each community and receive early input and direction on the Project. This study session will give the Board of Supervisors an opportunity to provide feedback and recommendations on the process and tasks moving forward.

**Subtask 2.3.3 - Public Outreach Strategy**

Consultant shall develop a Public Outreach Strategy based on Task 2.1.1, using the same structure as the Public Outreach Strategy prepared under Component 1. The Public Outreach Strategy shall set forth the tools, techniques, and activities that County will use to create support for the Project and the resulting Community Design Standards. The Public Outreach Strategy shall outline when Consultant and/or County staff shall facilitate public workshops, events, and public hearings, as well as periodic email campaigns to notify the respective communities of upcoming events or the release of public review documents. While the specifics shall be established through coordination with County staff, outreach methods shall, at a minimum, identify methods and tools for providing opportunities to inform and educate the public about the process and options, steps for interaction and engagement to gather input, and points for verification of the process and direction on key topics from decision-makers.

**Subtask 2.3.4 - Community Workshops**

Consultant shall work with County staff to conduct three (3) Community Workshops, one (1) in each of the selected communities (Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills) to evaluate and present findings and options from Tasks 2.1. During these workshops, participants shall be presented with various options and engage in discussions about tradeoffs and

expected outcomes of implementing the various proposed standards. Consultant shall work with County to develop a workshop guide and script that sets forth the specific agenda and techniques used for the workshop. Consultant shall also assist with public noticing for all three (3) Community Workshops.

**Subtask 2.3.5 – Public Workshops with County’s and Planning Commission and Board of Supervisors**

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and attend one (1) public Community Workshop for County’s Planning Commission and one (1) public Community Workshop for County’s Board of Supervisors. The purpose of these workshops is to present and evaluate the findings from the previous three (3) Community Workshops (Subtask 2.3.4). County’s Planning Commission and Board of Supervisors members will be able to provide direct feedback and recommendations on the design concepts prior to finalizing the proposed design standards, as well as include recommendations for updates to existing development standards.

**Subtask 2.3.6 - Public Outreach Summary Report**

Upon the completion of Subtasks 2.3.1-2.3.4, Consultant shall prepare a Public Outreach Summary Report which shall highlight the outreach process, overview of the workshops and meetings, and key findings based on public feedback.

**Meetings:**

- One (1) study session with County’s Planning Commission
- One (1) study session with County’s Board of Supervisors
- One (1) Cameron Park Community Workshop
- One (1) El Dorado/Diamond Springs Community Workshop
- One (1) El Dorado Hills Community Workshop
- One (1) public workshop with County’s Planning Commission
- One (1) public workshop with County’s Board of Supervisors

**Deliverables:**

- One (1) Public Outreach Strategy (electronic copy).
- Community Workshop Materials for Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills (electronic and hard copies).
- Planning Commission and Board of Supervisors Study Sessions Materials (electronic copies)
- Planning Commission and Board of Supervisors Workshops Materials (electronic copies)
- One (1) Public Outreach Summary (electronic copy)

**Task 2.4 - Develop Community Design Standards for the Communities of Cameron Park, El Dorado/Diamond Springs and El Dorado Hills**

Using the Shingle Springs Community Design Standards prepared under Component 1 and the Preliminary Design Concepts in Component 2, Task 2.2 as templates, Consultant shall work with the CATs to develop Community Design Standards for the remaining identified communities (Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills).

#### **Subtask 2.4.1 - Develop Commercial and Multi-Family Residential Prototype Styles**

Consultant shall work with the CATs to define styles that shall be used to organize different design features and elements within each community. The prototypes shall address design features commonly dealt with or on an undeveloped greenfield or infill site, and remodel/reuse of an existing residential or commercial structure/site. The prototypes shall also consider likely commercial and multi-family residential developments that are allowed under the current County Zoning Ordinance. Consultant shall revise and update their innovative and representative El Dorado County Community composite map and image which was developed for County's 2015 Mixed Use Design Manual. The composite map shall allow for the seamless addition of representative imagery to show an example freeway and interchange area and a contemporary rural-suburban interface area.

#### **Subtask 2.4.2 - Develop a Menu of Design Features**

For each commercial and multi-family prototype/style, Consultant shall develop detailed menus of specific design features, categorized within common elements of urban form/character. It is anticipated that the design features will use existing County design guidelines as a starting point (e.g., 1981 Community Design Guide, Historic Design Guide, 1982 Sierra Design Guide), as well as community-specific design guidelines and plans (e.g., 2008 Missouri Flat Design Guidelines, 1993 Meyers Community Plan). The design features shall also consider and build upon standards and guidelines in County's recently adopted Zoning Ordinance (2015) and 2015 Mixed-Use Design Guidelines and Meyers Area Plan (2018).

The urban form/character elements and design features shall be accompanied by descriptions of the expected results and/or desired outcomes as well as the types of graphics, sketches, or photographic tools that could be used to illustrate each feature. Specific design features shall address common design elements, including, but not limited to: area context; building placement and orientation; historic features in small communities such as El Dorado and Diamond Springs; connectivity, circulation, and parking; bicycle and pedestrian amenities; interface with the public realm; open space and public art; architecture, building massing, scale, and form; and design details such as façade, roofing, signage, lighting, materials, and colors.

### **Subtask 2.4.3 - Develop Architectural Themes**

Consultant shall develop up to ten (10) architectural themes for the various characteristics of communities in County. The themes shall define the architectural styles and elements that future development projects should emulate. The themes shall build upon themes defined for existing communities (e.g., Missouri Flat – Agrarian, Craftsman, Gold Rush) and define additional themes (e.g., Railroad, Sierra, Tuscan). It is expected that through these community plans or community-specific design guidelines, communities will be able to select the themes that best fit their local context and character.

### **Subtask 2.4.4 - Develop Design Feature Performance Standards**

Using the urban form/character elements and menu of design features, Consultant shall work with the CATs to develop performance standards and a corresponding point system that provides certainty in the project design and design review process. The performance standards shall be designed to enable users to rank a project's ability to achieve conformity with the design standards. Consultant shall work with County staff to determine an acceptable minimum level of conformity to be considered consistent with the design standards, as well as the ranking of the various design features within the point system. As part of this Subtask, Consultant shall facilitate up to two (2) coordination conference calls with County staff to discuss assumptions, methodology, and findings.

### **Subtask 2.4.5 - Identify Potential Zoning Ordinance Amendments**

Based on the work in Tasks 2.1 through 2.4, Consultant shall work with the CATs to identify alternative standards and requirements in County's Zoning Ordinance that should be changed or created to support the design features and/or performance standards. These potential Zoning Ordinance amendments shall be identified and documented in a technical memorandum provided to County staff for review and comment.

#### **Meetings:**

- Up to Two (2) Coordination Conference Calls with County staff

#### **Deliverables:**

- Three (3) Draft Community Design Standards; One (1) each for Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills (electronic copies).
- One (1) Technical Memorandum identifying any potential Zoning Ordinance amendments applicable to each identified community (electronic copy)
- Consultant conference calls with County staff Minutes/Summary (electronic copy)

### **Task 2.5 - Prepare Draft Community Design Standards and Zoning Ordinance Amendments**

### **Subtask 2.5.1 - Prepare Draft Design Standards Table of Contents and Outline**

Consultant shall develop a table of contents for the updated Community Design Standards that organizes the work developed in previous tasks. Consultant shall use the Shingle Springs Community Design Standards table of contents and outline (Component 1, Subtask 1.2.1) as a template for this task. Using the table of contents, Consultant shall prepare an outline for the Community Design Standards in layout form that identifies and organizes the graphics, illustrations, and text that shall be developed for the Administrative Draft Community Design Standards. Consultant shall provide the table of contents and outline to County staff for review and comment. It is assumed that County staff shall approve the outline prior to Consultant compiling the Administrative Draft Community Design Standards.

### **Subtask 2.5.2 - Prepare Administrative Draft Community Design Standards**

Using the Design Guide outline developed in Task 2.4, Consultant shall prepare an Administrative Draft Community Design Standards for County staff review and comment. Consultant anticipates that the Community Design Standards will include a set of highly illustrated standards (text, photos, sketches, and illustrative site plans), including, at a minimum, a description of the authority and applicability of the standards, flexibility of implementation and benefits of conformity, organization and use, applicable zones and use types affected (e.g., commercial development), the process for using the standards in development design (i.e., by developers/applicants) and project review (i.e., by County staff), and a detailed menu of design features characteristic of commercial and multi-family developments.

### **Subtask 2.5.3 - Public Review Draft of the Community Design Standards and Zoning Ordinance Amendments**

Based on County staff review, Consultant shall address County staff comments and prepare Public Review Draft of the Commercial and Multi-Family Residential Design Standards for public and environmental review. In parallel, Consultant shall prepare draft Zoning Ordinance Amendments based on direction from the CATs (under Subtask 2.4.5). As part of this Subtask, Consultant shall facilitate up to two (2) coordination conference calls with the CAT members and one (1) Work Session with County staff to discuss analysis details.

#### **Meetings:**

- Two (2) Coordination Conference Calls with CAT members.
- One (1) Work Session with County staff.

Deliverables:

- One (1) Commercial and Multi-Family Residential Design Standards Table of Contents and Outline (electronic copies)
- Three (3) Administrative Draft Commercial and Multi-Family Residential Design Standards; One (1) each for Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills (electronic copies)
- One (1) Public Review Draft Community Design Standards and Zoning Ordinance Amendments (electronic copies and 10 hard copies)

**Task 2.6 - Conduct Environmental Review**

**Subtask 2.6.1 - Develop a Project Description**

Consultant shall prepare a draft Project Description that addresses the actions intended to be covered by the California Environmental Quality Act (CEQA) document. Consultant shall revise the Project Description as necessary, following County review and approval, and prepare a final Project Description incorporating any necessary revisions.

**Subtask 2.6.2 - Determine Prior CEQA Coverage/Prepare an Initial Study**

Consultant shall prepare a draft Initial Study consistent with CEQA requirements for County review and approval, and prepare a final Initial Study incorporating any necessary revisions. The Initial Study shall determine the type of document needed to adequately cover each community's Community Design Standards. Consultant anticipates that the Initial Study will be based on existing documents and data and that no original research or analysis will be required.

**Subtask 2.6.3 - CEQA Document**

If the Initial Study indicates that there is no potential for significant environmental impacts to result from the adoption of the Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills Community Design Standards, Consultant shall prepare a Negative Declaration (ND). If the Initial Study reveals potential significant environmental impacts and it is determined that a Mitigated Negative Declaration or Environmental Impact Report is required, then Consultant shall work with County staff on an amendment to this Agreement to develop a scope of work and budget to cover the additional environmental review needed.

Meetings:

N/A

Deliverables:

- One (1) Draft Project Description (electronic copy)
- One (1) Final Project Description (electronic copy)
- One (1) Draft Initial Study/Negative Declaration (electronic copy)

- One (1) Final Initial Study/Negative Declaration (electronic and two [2] hard copies)
- Negative Declaration, if applicable

#### **Task 2.7 - Final Documents and Adoption**

##### **Subtask 2.7.1 – Prepare Final Draft Community Design Standards and Zoning Ordinance Amendments**

Based on public and environmental review, Consultant shall work with County staff to prepare Final Draft Community Design Standards and Zoning Ordinance Amendments for the communities of Cameron Park, El Dorado/Diamond Springs and El Dorado Hills for consideration at public hearings.

##### **Subtask 2.7.2 - Planning Commission Hearing**

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and attend one (1) public hearing with County's Planning Commission for the approval and recommendation to County's Board of Supervisors to adopt the Commercial and Multi-Family Residential Design Standards, Zoning Ordinance Amendments, and certification of the CEQA documents.

##### **Subtask 2.7.3 - Board of Supervisors Hearing**

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and attend one (1) public hearing with County's Board of Supervisors for the consideration and adoption of the Commercial and Multi-Family Residential Design Standards, Zoning Ordinance Amendments, and certification of the CEQA documents.

##### **Subtask 2.7.4 - Final Commercial and Multi-Family Residential Design Standards**

Following adoption by the Board of Supervisors, Consultant shall prepare the final Shingle Springs Community Design Standards, Commercial and Multi-Family Design Standards documents, and update the County Zoning Ordinance. Consultant expects that County staff will attend second readings for the Zoning Ordinance Amendments. Consultant shall provide County with all native files, graphics, and final PDF documents. Consultant shall provide the references cited in documents, if any, for inclusion in the administrative record.

#### **Meetings:**

- One (1) public hearing with County's Planning Commission
- One (1) public hearing with County's Board of Supervisors

**Deliverables:**

- One (1) Final Draft Commercial and Multi-Family Residential Design Standards (Community Design Standards) and Zoning Ordinance Amendments (electronic copies) for each of the following identified communities: Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills.
- Planning Commission Hearing Presentation Materials (electronic copy)
- Board of Supervisors Hearing Presentation Materials (electronic copy)
- One (1) Final Commercial and Multi-Family Residential Design Standards (Community Design Standards) for each of the following identified communities: Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills (electronic copies)
- One (1) set of Final Zoning Ordinance Amendments (electronic copies), as needed, for each of the above identified communities.

**PROJECT CONTINGENCY**

County may require Consultant to perform unanticipated or additional services not included in this Scope of Work, but that are determined by County and Consultant to be necessary for the completion of this Project. Such services may include, but are not limited to, additional environmental review, data collection and/or analysis, meetings, and County Planning Commission and/or Board of Supervisors requests. If such additional services are needed, Consultant shall coordinate with County to determine the appropriate scope, costs, deliverables, and schedules, and County will issue a separate written Work Order(s). Consultant shall not commence with any additional services prior to receipt of a fully-executed Work Order(s).

**ONGOING PROJECT MANAGEMENT AND COODINATION**

Consultant anticipates working closely with County staff throughout both the Shingle Spring Community Design Standards (Component 1) and Commercial and Multi-Family Residential Design Standards (Component 2) to ensure the Project reflects County's expectations and anticipated final work products. Consultant shall provide the following for the duration of this Agreement:

- Coordinate and monitor the work of the overall Project Team, including all subconsultants;
- Prepare monthly progress reports that shall be submitted with invoices;
- Prepare and provide quality control for all deliverables;
- Attend and facilitate Project team meetings as needed, and prepare agendas;
- Prepare summary meeting notes and distribute to all meeting participants;
- Ensure Project subconsultants remain on-task, on-time, and on-budget;
- Serve as County's Project Manager and facilitator, providing direction to subconsultants, including content and format of presentations, interim support documents, and final reports;
- Schedule and conduct bi-weekly Project status meetings and/or telephone conferences with County staff to discuss Project status, critical issues, schedule and budget; and
- Prepare e-mail summaries for all Project status meetings.

**Mintier Harnish LP**

**Exhibit B**

**Rate Schedule**

All of Consultant's services, inclusive of any and all Work Orders issued pursuant to this Agreement, if any, shall be in accordance with the following rates:

<b>Classification</b>	<b>Hourly Rates</b>
Project Director	\$250.00
Project Manager	\$215.00
Associate/Urban Design	\$170.00
Support	\$115.00
Subconsultant – ORR Design Office	
Principal	\$200.00
Staff Architect	\$160.00
Staff Tech Specialist	\$130.00

**Other Direct Costs, Materials, Printing, and Outside Services:**

Other direct costs, materials, printing, and outside services shall be invoiced in accordance with ARTICLE III, Compensation for Services.

**Mileage/Travel Reimbursement:**

Mileage and travel will be reimbursed in accordance with ARTICLE III, Compensation for Services.

**Rate Increases:**

The rates listed above may be adjusted in accordance with ARTICLE III, Compensation for Services.

Mintier Harnish LP

Exhibit C

Cost Estimate

**Component 1 – Shingle Springs Commercial and Multi-Family Residential Design Standards (“Shingle Springs Community Design Standards”)**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
1.1	Initiate Project and Collect Data	\$6,370.00
1.2	Administrative Draft of the Shingle Springs Community Design Standards	\$20,490.00
1.3	Work with SSCA on Public Outreach	\$10,830.00
1.4	Study Sessions with County's Planning Commission and Board of Supervisors	\$6,410.00
1.5	Incorporate Public Feedback and Prepare Final Shingle Springs Community Design Standards	\$3,060.00
1.6	Conduct Environmental Review	\$3,500.00
1.7	Final Documents and Adoption	\$8,860.00
	<b>Component 1 Subtotal</b>	<b>\$59,520.00</b>

**Component 2 – Commercial and Multi-Family Residential Design Standards for Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
2.1	Initiate Project and Community Assessment	\$13,445.00
2.2	Preliminary Design Concepts for Commercial and Multi-Family Residential Development	\$2,130.00
2.3	Study Sessions with County's Planning Commission and Board of Supervisors and Public Outreach for Each Identified Community	\$23,220.00
2.4	Develop Community Design Standards for the Communities of Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills	\$17,000.00
2.5	Prepare Draft Community Design Standards and Zoning Ordinance Amendments	\$10,520.00
2.6	Conduct Environmental Review	\$5,500.00
2.7	Final Documents and Adoption	\$8,540.00
	<b>Component 2 Subtotal</b>	<b>\$80,355.00</b>
	Project Management Costs	\$18,560.00
	Other Direct Costs	\$2,000.00
	Project Contingency	\$28,000.00
	<b>Consultant Total</b>	<b>\$188,435.00</b>

**Subconsultants:**

ORR Design Office

Tasks 1.1, 1.2, 1.3, 1.4, 1.5, 1.7, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, and Project Management	\$116,680.00
Other Direct Costs	\$1,500.00

<b>Subconsultant Total</b>	<b>\$118,180.00</b>
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<b>Total Project Cost</b>	<b>\$306,615.00</b>
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All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, Consultant may request to reallocate the expenses listed herein amount the various Scope of Work tasks, Project Management Costs, Other Direct Costs, and Project Contingency Work Costs identified herein, including reallocating such expenses between Consultant and subconsultant(s) identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of this Agreement be exceeded.