

Consultant's Name
Land Use Planning Services

AGREEMENT FOR SERVICES #_____

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 _____, a _____ duly qualified to conduct business in the State of California, whose principal place of business is _____ (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Services with land use planning services;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such 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 these services are more economically and feasibly performed by outside independent Consultants as well as authorized by 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 Services: Consultant agrees to furnish personnel, equipment, and services necessary to provide land use planning services. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

County's Contract Administrator will issue a separate written Notice to Proceed for the work specified in each Component of Exhibit A. No payment will be made for any work performed prior to receiving the written Notice to Proceed and no payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project

and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's 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 Exhibit A. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A 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 herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices identifying the services rendered.

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.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

The total amount of this Agreement shall not exceed \$_____, inclusive of all expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. 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. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Administration and Finance
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

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, 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 XVI, 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: 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. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions 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, 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

Consultant's Project Manager: Consultant designates (Name), (Title), as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations, and any subconsultants authorized under this Agreement, if any, including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; and (2) reviewing, monitoring, training, and directing Consultant's personnel and any authorized subconsultants.

ARTICLE VIII

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in a CEQA certifiable environmental document. Services shall further conform to all State of California statutes, regulations and procedures, and all applicable federal laws, regulations and policy and procedural or instructional memoranda, and be consistent with County's adopted General Plan.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by County and/or other appropriate approving agencies.

ARTICLE IX

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 X

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 agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE XI

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, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services 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 XII

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.

ARTICLE XIII

Independent Contractor/Liability: 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, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XIV

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 may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XV

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 XVI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. 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.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement 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 in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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 XVII

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
Community Development Services
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Contract Administrator's Name
Contract Administrator's Title
Long Range Planning

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Consultant's Name
Address
City, State, and Zip Code

Attn.: Name, Title

or to such other location as Consultant directs.

ARTICLE XVIII

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 XVII, 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 XIX

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' 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 Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, 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 XX

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 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 as respects 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 as respects 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.

ARTICLE XXI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would

constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVI, Default, Termination, and Cancellation, herein.

ARTICLE XXIV

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant 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 and representatives 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 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 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXV

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 XXVI

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 XXVII

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 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 XXVIII

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 XXIX

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 XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Contract Administrator's Name, Contract Administrator's Title, Long Range Planning, Planning and Building Department, Community Development Services, or successor.

ARTICLE XXXI

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 XXXII

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 XXXIII

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 XXXIV

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 XXXV

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.

Requesting Contract Administrator Concurrence:

By: _____

Dated: _____

Contract Administrator's Name
Contract Administrator's Title
Long Range Planning
Planning and Building Department
Community Development Services

Requesting Department Concurrence:

By: _____

Dated: _____

Director's Name
Director
Planning and Building Department
Community Development Services

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- CONSULTANT NAME --

By: _____

Dated: _____

Name
Title
"Consultant"

By: _____

Dated: _____

Name
Corporate Secretary

Land Use Planning Consultant

Exhibit A

Scope of Work

INTRODUCTION/BACKGROUND

The El Dorado County's General Plan supports community planning efforts. General Plan Goal 2.4 (Existing Community Identity) states: "Maintain and enhance the character of existing rural and urban communities, emphasizing both the natural setting and built design elements which contribute to the quality of life, economic health, and community pride of County residents." This is achieved by General Plan Objective 2.4.1: Community Identity: "Identification, maintenance, and enhancement of the unique identity of each existing community." General Plan Policy 2.4.1.2 helps fulfill this objective: *"The County shall develop community design guidelines in concert with members of each community which will detail specific qualities and features unique to the community as Planning staff and funds are available. Each plan shall contain design guidelines to be used in project site review of all discretionary project permits. Such plans may be developed for Rural Centers to the extent possible. The guidelines shall include, but not be limited to, the following criteria:*

- A. Historic preservation*
- B. Streetscape elements and improvements*
- C. Signage*
- D. Maintenance of existing scenic road and riparian corridors*
- E. Compatible architectural design*
- F. Designs for landmark land uses*
- G. Outdoor art."*

The County's General Plan provides that County develop design guidelines for the Community Regions and Rural Centers within County as identified in General Plan Policies 2.1.1.1 and 2.1.2.1 respectively. Specifying design criteria unique for each community and requiring proposed projects designed to reflect these guidelines/standards ensures that new development enhances the community's quality of life, economic health, and community pride.

In November 2014, County completed a year-long process to develop a Community Planning Guide (Guide) to provide a framework for individual communities to develop a community plan. The Guide was developed with extensive community outreach. One of the communities that participated was Shingle Springs. Members of the Shingle Springs Community Alliance (SSCA) participated in the process to create the Guide, which is to be

used by communities to advise them on the Community Planning process. The Guide is posted on County's website at:

https://www.edcgov.us/Government/longrangeplanning/CommunityPlanning/Pages/community-based_planning.aspx

On December 5, 2017, to implement General Plan Policy 2.4.1.2, the El Dorado County (County) Board of Supervisors (Board) directed County staff to assist communities in creating custom design guidelines/standards and prototypes for communities identified in General Plan Policy 2.1.1.1 (Cameron Park, El Dorado/Diamond Springs, El Dorado Hills, and Shingle Springs), with Shingle Springs as the lead prototype, and interested Rural Centers identified in General Plan Policy 2.1.2.1. (Reference County online agenda calendar: <https://eldorado.legistar.com/Calendar.aspx>, Board Agenda 12/5/2017, Item 36, Legistar File 13-0561). The scope of work below applies to the Community Regions only. Design Guidelines/Standards for Rural Centers may be completed in a future component.

Shingle Springs Community

Like many communities in El Dorado County, Shingle Springs began as a bustling California gold mining settlement. The first post office was established in 1853, the first general store in 1865, and the first railroad in 1865. The town boomed as a railroad terminus, but eventually the gold miners moved on. As they left, ranchers arrived to take advantage of the surrounding hills. Today, Shingle Springs is a peaceful country community with ranches and homes on acreage located along the Highway 50/Ponderosa Road/South Shingle Road interchange. Shingle Springs has retained its historic rural atmosphere surrounding the train depot and looks forward to developing a downtown center that recreates the vitality of its past, similar to the historic main streets of nearby communities. Developing an historically characteristic downtown will enhance the existing commercial, industrial, and multi-family land uses along the nearby Durock Road corridor.

SCOPE OF WORK DESCRIPTION:

The Scope of Work below outlines the Items of Work which are critical to the development of both Components 1 and 2.

Component 1 – Create Custom Commercial and Multi-family Residential Design Standards for Shingle Springs Community Region

The Project Team for Component 1 shall consist of Consultant, County staff, representatives of the SSCA and the El Dorado County Community and Economic Development Advisory Committee (CEDAC), (known collectively as Project Team). The Project Team shall create design standards for commercial and multi-family zoned land in the Shingle Springs Community Region. This effort shall also include a formal process, implemented through County's Planning and Building Department, to ensure that new and renovated buildings comply with the design standards. The standards would address, but

not be limited to, architectural design (e.g., style, color, or materials), public spaces, streetscape elements, and prototypes for commercial and multi-family development, building design, and land use compatibility (e.g., buffers between these uses and adjacent single family residential development). For example, the SSCA has identified the desire for tailored standards for the train depot properties located on Mother Lode Drive, east of South Shingle Road; undergrounding overhead utilities; oak tree preservation (more stringent than County's Oak Resources Conservation Ordinance – Chapter 130.39 in Title 130); and sign standards (more strict than County's Sign Ordinance – Chapter 130.16 in Title 130).

Development of the Shingle Springs Community Design Standards shall include collaboration with the SSCA and outreach to stakeholders and to the broader Shingle Springs community. The resulting document would be Shingle Springs Community Design Standards adopted by County Board and shall provide a framework and process for other Community Regions to create customized design guidelines/standards that fit the unique character of their communities.

Once Component 1 is completed, Component 2 shall be initiated.

Component 2 – Develop Commercial and Multi-family Residential Design Guidelines/Standards for the Other Community Regions

Consultant shall work with County staff and CEDAC to develop Design Guidelines/Standards for the Community Regions of Cameron Park, Diamond Springs, El Dorado, and El Dorado Hills including, but not limited to, architectural design, public spaces, streetscape elements, and prototypes for commercial and multi-family residential development. County has already completed several design guides (e.g., Community Design, Historic, Missouri Flat Corridor, Mixed Use, Sierra). These design guides are posted on the County website on the Planning Services webpage:

<https://www.edcgov.us/Government/Planning> (reference Development Stds and Design Guidelines). These design guides, as well as photographs provided by communities such as Shingle Springs, could be used as starting points for developing prototypes. The resulting document would be Design Guidelines and Standards for Community Regions adopted by County Board.

Upon adoption by County Board, the Design Guidelines and Standards shall provide a process and framework for creating customized design guidelines/standards that fit the unique character of each of the County's Community Regions. Finally, the process to prepare the Design Guidelines and Standards shall include outreach to stakeholders and community members. The resulting Design Guidelines and Standards shall undergo environmental review before being adopted by County Board.

Component 2 shall include the appropriate environmental document (e.g., Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report

(EIR)) as required by the California Environmental Quality Act (CEQA). Staff anticipates a ND, unless an EIR is determined to be required. A ND will be prepared by County staff, but may require additional technical studies that may need specialized services, whereas an EIR shall be prepared by Consultant, which shall require a contract amendment.

SCHEDULE AND DELIVERABLES:

Unless otherwise indicated below, and not withstanding any other provisions of this Agreement to the contrary, Consultant shall submit all deliverables in accordance with ARTICLE I, Scope of Services, and as described in the Tasks and Items of Work herein.

Unless otherwise indicated below, Consultant shall submit draft documents and reports to County's Contract Administrator (CA) for review and comment. Consultant shall incorporate CA's comments into the final documents or reports subject to agreement by Consultant and County's CA.

Product deliverables are to be provided in paper copy as well as in electronic format as follows:

- a) All spatial and spatial attribute data in ESRI ArcGIS compatible format
- b) All analytical data in Microsoft Office Excel or Access formats
- c) All text and text tables in Microsoft Word format
- d) All charts, illustrations, or graphic images in Graphic Interchange format (.gif), Joint Photographic Experts Group (.jp/.jpeg), and Portable Document Format (pdf) formats
- e) All final documents in bookmark enabled Portable Document Format (pdf) format.

Consultant shall submit up to two (2) drafts for each deliverable, as requested by County's CA.

Component 1: Create Custom Commercial and Multi-family Residential Design Standards for Shingle Springs Community Region

Consultant shall work with the Project Team to create design standards for commercial and multi-family residential zoned land in the Shingle Springs Community Region and a formal process, implemented through the County's Planning and Building Department, to ensure that new and renovated buildings comply with the design standards. The standards would address but not be limited to architectural design (e.g., style, color, or materials), public spaces, streetscape elements, and prototypes for commercial and multi-family development, building design, and land use compatibility (e.g., buffers between these uses and adjacent single family residential development). For example, the SSCA has identified the desire for tailored standards for the train depot properties located on Mother Lode Drive, east of South Shingle Road; undergrounding overhead utilities; oak tree preservation (more stringent than County's Oak Resources Conservation Ordinance – Chapter 130.39 in Title

130); and sign standards (more strict than County's Sign Ordinance – Chapter 130.16 in Title 130).

County anticipates the Shingle Springs Community Design Standards would be consistent with the County's adopted General Plan and no General Plan Amendment would be required. County does not anticipate any changes to base zoning, but may want to rezone commercial and multi-family residential zoned lands to add an overlay that would require design review to ensure consistency with proposed Shingle Springs Community Design Standards. The Design Standards could also be incorporated into a community plan at a later date.

Task 1.1: Initiate Project and Collect Data

Consultant shall tour the Shingle Springs area and meet with SSCA, CEDAC, and other identified groups involved. In each case, key questions and issues shall be explored to gain a practical and comprehensive understanding of key issues, limitations, and opportunities. All available data regarding property characteristics, future improvements, leading market opportunities, and other site-specific information shall be gathered at this time.

Consultant shall hold a kick-off meeting with Project Team to obtain all prior work completed toward the Shingle Springs Community Plan and evaluate this information as to its applicability to the development of design standards for the Shingle Springs area. Consultant shall prepare a written summary of the kick-off meeting to County staff. A final schedule with tasks, milestones, and deliverables shall be prepared by Consultant.

County provided data may include, but not be limited to, topographic and aerial photographic information of the planning area in digital form, the General Plan and zoning documents that apply to the planning area, County's road standards for the area, copies of pending development applications for the area, development standards for slope, agricultural and timberland setback standards, wetland and riparian area setback standards, the Oak Resources Management Plan, El Dorado County Historic Design Guidelines, Shingle Springs Area Plan that was adopted July 15, 1977. SSCA provided data may include, but not be limited to, SSCA's photo library, surveys and links to videos from Shingle Springs community meetings, and contact information for key stakeholders the Project Team feels would be useful for this purpose. Much of the prior work by SSCA can be found at <http://www.shinglespringscommunityplan.org/>.

Consultant shall use the mapping information provided by County as the base map for the entire Shingle Springs planning area depicting parcelization, existing building coverage, and topography. This base map shall serve as the basis of all future graphic presentations.

Deliverables:

- Written summary of kick-off meeting
- Final schedule with tasks, milestones, and deliverables
- Base map in both print and digital form

Task 1.2: Create draft of Shingle Springs Community Design Standards

Based on the information received from Project Team, Consultant shall prepare a draft design concept that shall be used to develop the standards for the Shingle Springs Community Region.

Consultant shall prepare an initial draft of the Shingle Springs Community Design Standards that shall convey in both text and architectural graphics the provisions of the design standards along with descriptions for implementation. The design standards shall also address such issues as height, bulk, massing and scale of buildings, relationship of buildings, adjusted standards for pedestrian and landscape improvements, and recommended treatments for the streetscape pedestrian environment, signage, and street furniture.

Comments and input received from Project Team and stakeholders may be incorporated to produce draft Shingle Springs Community Design Standards satisfactory to the Project Team for presenting to Planning Commission and County Board.

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

- Introduction
 - Purpose and Objectives
 - Project Team
 - Applicability
 - How to Use this Document
 - Maintaining and Updating the Design Standards
- County and Community Context
 - Applicable Project Area and Zones/Districts
 - Community Character
 - Commercial Context and Character
 - Multi-family Context and Character
 - Mixed Use Context and Character
 - Assumptions for Commercial and Multi-family
- 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, especially the Crystal Range
- Highway Overcrossings
- Oak Preservation
- Architectural Themes
 - Agrarian
 - Gold Rush
 - Railroad
- Process and Performance Standards
- Recommendations

Deliverables:

- Draft Shingle Springs Community Design Standards for Project Team review only, in digital form
- Draft Shingle Springs Community Design Standards and exhibits in print and digital form for presenting to Planning Commission and County Board in Task 1.3

Task 1.3: Check in with Planning Commission and County Board

Project Team shall present draft Shingle Springs Community Design Standards to Planning Commission and County Board. Project Team shall consider feedback from Planning Commission, County Board, and public comments, and Consultant shall update the draft Shingle Springs Community Design Standards, if needed.

Deliverables:

- If necessary, updated draft Shingle Springs Community Design Standards

Task 1.4: Work with SSCA on Public Outreach

- SSCA shall take the lead role in the public outreach process, and the Project Team shall present the draft Shingle Springs Community Design Standards to the community. As part of County’s commitment to ensure maximum participation by individuals, businesses, and stakeholders in the Shingle Springs Community Region, SSCA shall work with Consultant to ensure that stakeholder involvement is a key component in creating the Shingle Springs Community Design Standards. Consultant shall provide support to SSCA for creating a mailer to the community using County’s database and one of County’s preferred design and mail house vendors. Consultant shall provide support to SSCA for two (2) public outreach meetings in the Shingle Springs community (each meeting may include two

sessions). Dates and locations of the public outreach meetings shall be coordinated with the Project Team.

- Consultant shall prepare handouts and presentation materials for all public outreach meetings. Consultant shall prepare full color displays of design standard alternatives and PowerPoint presentations for the public outreach meetings.

Deliverables:

- Public outreach information for posting on existing County website, Shingle Springs Community Plan website, and related social media sites
- Handouts and presentation materials for all public outreach meetings
- Full color displays of design standard alternatives
- PowerPoint presentations explaining the design standard alternatives for the public outreach meetings

Task 1.5: Consider Public Feedback and Update Draft as necessary

Project Team will consider public feedback and Consultant shall update draft of Shingle Springs Community Design Standards as directed.

Deliverables:

- Final Draft of Shingle Springs Community Design Standards

Task 1.6: Conduct Environmental Review

The El Dorado County General Plan EIR programmatically addresses development, including circulation improvements throughout County.

Subtask 1.6.1: Develop Project Description

Consultant shall develop draft and final project description that addresses actions intended to be covered by the CEQA document. Consultant shall revise project description following County review and concurrence.

Subtask 1.6.2: Determine Prior CEQA Coverage/Prepare Initial Study

Consultant shall review applicable CEQA documents, including the General Plan EIR, and determine if proposed project elements are already covered in other CEQA documents.

A draft and final Initial Study (IS) shall be prepared that addresses the typical questions (whether or not an impact is significant, if mitigation is available to reduce the impact, etc.), but is expanded to also query if the impact is already addressed in a certified EIR or other CEQA document, and if any additional analysis is needed. Each question shall be supported by substantial evidence including prior analyses.

The IS shall be used to determine the type of document within the scope of another document, ND, MND, or EIR) needed to cover proposed elements of the financing plan.

Subtask 1.6.3: CEQA Document

Consultant shall prepare a Memorandum regarding the recommendation for the type of CEQA environmental document required to address the Project. If found to be within the scope of another document, then the IS shall become the sole CEQA document, and shall not require public review.

If it is determined that all impacts are less than significant or can be mitigated, Consultant shall recommend a ND or MND. If a fair argument of a significant impact can be raised, an EIR shall be recommended by Consultant.

The IS shall serve as the source of information in support of an ND or MND. The ND or MND shall be circulated for CEQA required timeframe and Consultant shall present and support County staff at the scoping meeting and public hearings. If an MND is prepared, Consultant shall also prepare a mitigation monitoring and reporting program (MMRP). If any impacts are identified as significant and unavoidable, Consultant shall recommend preparation of an EIR. In this case, preparation of the EIR shall require a contract amendment.

Deliverables:

- Draft and Final Project Description
- Draft and Final IS
- Memorandum regarding recommendation for type of CEQA environmental document required

Task 1.7: County Approval Process

Project Team shall present the Final Draft Shingle Springs Community Design Standards to Planning Commission and County Board. Consultant shall attend one (1) Planning Commission meeting and one (1) County Board meeting and prepare meeting materials and PowerPoint presentation.

Deliverables:

- Meeting materials and/or PowerPoint presentation

Task 1.8: Provide Project Management

Consultant, with input from County, shall establish the assignment of lead roles versus support roles for a given task, and the proper management of the Project, including tracking of Project tasks, tracking expenditures, tracking deliverables, and client communication. Consultant shall:

- 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 project team meetings as needed;

- Ensure Project subconsultants remain on-task, on-time, and on-budget;
- Prepare summary meeting notes and distribute to all meeting participants;
- Schedule and conduct bi-weekly Project status meetings and/or telephone conferences with County staff to discuss project status, critical issues, schedule, and budget;
- Prepare e-mail summaries of Project status meetings;
- Submit a draft invoice to County staff prior to completing work for the first project invoice period. This will allow County staff to identify any invoice modifications it would like to see prior to actual invoicing; and

Deliverables:

- Project schedule, updated monthly
- Bi-weekly project status updates and monthly progress reports
- Meeting agendas
- Meeting notes, including email summaries of discussions and decisions
- Initial draft invoice
- Monthly invoices submitted with monthly progress reports

Component 2: Commercial and Multi-family Residential Design Guidelines/Standards for Other Community Regions

Task 2.1: Initiate Project and Community Assessment

Project initiation shall begin with a kick-off meeting, follow-up meetings, and written or verbal communication, as necessary, to accomplish all project initiation efforts. Consultant shall clarify topics that have a direct bearing on the precise objectives and scope of the Project Team's efforts. Following the kick-off meeting, Consultant shall prepare Memorandum 2-1: Project Kick-Off Summary, and a Project Work Plan and Detailed Schedule.

Consultant shall define a work plan, detailed schedule, and project management approach for development of Commercial and Multi-family Residential Design Guidelines/Standards for the Community Regions of Cameron Park, Diamond Springs, El Dorado, and El Dorado Hills (Project). Consultant, with input from County staff, shall reach out to active community groups of each of the Community Regions to determine what step they are at in the Community Planning Guide (Community Assessment). Following the Community Assessment, Consultant shall determine the Community Planning Guide step for each community group to begin their participation in this effort. Following the community assessment, Consultant shall prepare Memorandum 2-2: Community Assessment Results and deliver to each community group.

The Project Team for Component 2 shall consist of Consultant, County staff, and CEDAC. Three (3) separate Community Advisory Teams (CAT) shall be formed with representatives from Cameron Park, Diamond Springs/El Dorado, and El Dorado Hills.

Deliverables:

- Memorandum 2-1: Project Kick-Off Summary
- Project Work Plan and Detailed Schedule
- Memorandum 2-2: Community Assessment Results
- Community Assessment Results delivered to each community group

Meetings:

- One (1) kick-off meeting with Project Team and respective CATs

Task 2.2: Data Collection

Consultant shall tour each identified community with the respective CATs. Key questions and issues listed below shall be explored to gain a practical and comprehensive understanding of key issues, limitations, and opportunities. Information regarding property characteristics, future improvements, leading market opportunities, and other site-specific information shall be discussed.

Consultant shall work with Project Team and CATs to identify available data (e.g., related reports or studies) that pertain to the Project effort. County will provide Consultant with all relevant documents that directly or indirectly influence the design of commercial and multi-family residential developments within the identified communities. Consultant shall review existing relevant documents and identify parts or concepts from existing guidelines that shall be incorporated into the design guidelines/standards.

In coordination with Project Team and CATs, Consultant shall assess the natural and built environment in which the design guidelines/standards shall be applied, as well as the architectural characteristics of the identified communities. Consultant shall prepare a summary of the Project elements that shall guide the development of the design guidelines/standards (i.e., Project parameters, expectations, objectives, and criteria), which:

- Provides an initial assessment and inventory of applicable physical, social, and environmental elements and current conditions;
- Describes and documents design issues of prototypical development;
- Identifies current design standards, and policies and procedures that affect design decisions; and
- Develops projections of future needs and expectations.

Consultant shall review the Project Team's objectives and the CATs expectations for each identified community, and to discuss key issues of integration and consistency with existing and future plans, ordinances, and programs.

Task 2.2 shall include but not be limited to the following:

- Review the various community districts and neighborhoods;
- Analyze the objectives of the identified communities residents, businesses, employees, and organizations;
- Review the amended General Plan, existing ordinances, policies, and specific plans;
- Review the County's existing Community Design Guides including: Community Design Guide, Historic Design Guide, Missouri Flat Design Guide, Sierra Design Guide, and Community Design Standards (e.g., Mixed Use Design Manual, Landscaping and Irrigation Standards, Outdoor Lighting Standards, and Parking and Loading Standards);
- Document field conditions by land uses and by building types; this would include a photographic, and/or graphic documentation and maps.

Consultant shall prepare Memorandum 2-3 to identify specific County requirements and standards with which design elements must not conflict, and to identify any County department initiatives, policies, or programs that the design guidelines may help implement (e.g., Low Impact Development, Complete Streets). County staff will provide documentation and input regarding initiatives, policies, or programs that may be affected by the Design Guidelines/Standards, and a level of acceptable change to enable the development of mixed-use projects.

Deliverables:

- Memorandum 2-3: Existing Conditions Analysis

Community Tours:

- Up to three (3) tours, one in each of the identified communities

Task 2.3: Develop Preliminary Design Concepts for Commercial and Multi-Family Residential Development

Based on Component 1, Consultant shall support the CATs effort to develop preliminary design concepts for commercial and multi-family residential development for each of the identified communities. This process shall be different for each CAT, as it depends on which step each community is currently at in the Community Planning Guide.

Based on the information received from the Project Team, Consultant shall prepare an initial draft of each identified community's design guidelines/standards that shall convey in both text and architectural graphics the provisions of the design guidelines/standards along with descriptions for implementation. The design guidelines/standards shall also address such issues as height, bulk, massing and scale of buildings, relationship of buildings, adjusted standards for pedestrian and landscape improvements, and recommended treatments for the streetscape pedestrian environment, signage, and street furniture.

Project Team will provide comments and input, and gather additional public or decision maker comments. Consultant shall incorporate comments and input, and produce draft design guidelines/standards for each community satisfactory to each CAT for presentation to the public. (Refer to Subtask 2.6.1 for a suggested content outline for the draft design guidelines/standards.)

Deliverables:

- Initial draft design concepts for Commercial and Multi-family Residential development for Cameron Park, Diamond Springs/El Dorado, and El Dorado Hills for each CAT's review only, in digital form

Task 2.4: Conduct Public Outreach for each Identified Community

As part of El Dorado County's commitment to ensure maximum opportunity for participation by residents and businesses in each identified community, Consultant shall ensure that stakeholder involvement is a key component of this effort.

This phase involves initiation of the public outreach and public participation process. Through this forum, based on a thorough understanding of existing conditions, and consistent with professional judgment, CATs shall provide recommendations on design guidelines best suited to conditions in each identified community. The plan focuses on three (3) main goals:

- To provide identified communities ample opportunities to share ideas, concerns and priorities for the Project;
- To provide a transparent and accessible process making it as easy as possible to share those ideas; and
- To ensure that identified communities feel that County has given their ideas and concerns ample consideration.

The majority of interested parties in the identified communities are likely to be businesses, developers, and residents. Consultant shall assist County staff with providing consistent communication with elected officials and effective outreach to the interested parties. Outreach strategies include but are not limited to:

- Outreach meetings with small groups of stakeholders with similar concerns;
- Development of interactive opportunities for engagement in the field;
- Utilization of social media to promote engagement opportunities;
- Leverage of local news media and trade publications; and
- Development/enhancement of partnerships with business, industry associations, and organizations.

Strategies

County Board Study Sessions and Planning Commission Presentations. Project Team shall make at least one (1) presentation to County Board to get early input and direction on the Project. Project Team shall make at least one (1) presentation to the Planning Commission on the draft proposed design guidelines/standards for recommendations from the Planning Commission and to provide the public opportunity to comment.

Outreach Efforts. Consultant shall prepare Public Engagement and Outreach Plan detailing all outreach efforts and implementation. Consultant shall prepare handouts and presentation materials for all public outreach meetings, Planning Commission meetings, and County Board presentations. Consultant shall prepare an Outreach Summary Report.

Public Workshops. Consultant shall hold one (1) traditional public workshop for each identified community to provide an opportunity for residents and all interested parties to share concerns and pose questions. The Project Team shall test the content and format of the workshop with County staff prior to the workshops in a rehearsal session at County's office. The workshop shall include:

- Presentation - Overview of the purpose, structure, and parameters of the Project;
- Facilitated discussion/Q&A regarding the process and concerns; and
- Review of comments received.

The workshop shall present alternatives, options, and ideas for addressing the preliminary Design Guidelines/Standards developed by the CATs for each identified community. Project Team shall hold one (1) Planning Commission workshop and one (1) County Board workshop prior to finalizing the design guidelines/standards and include recommendations for updates to existing development standards.

Web Site and Social Media. Consultant shall establish a Project website to post all relevant information about the Project. This shall include at a minimum:

- Project Overview;
- Library and Background Documents;
- Meetings and Workshops;
- Comment/Questions; and
- Contact Information.

The website shall be updated on a regular basis. Consultant shall also support the outreach plan as follows:

- Development of an eBlast database for stakeholders, meeting attendees, and other project participants;
- Development of an eBlast system to send regular updates on the Project; and
- Posts on Facebook, Twitter, and other relevant social media promoting engagement opportunities.

Media Relations & Collateral Development. Consultant shall prepare appropriate collateral materials and outreach tools to engage news media throughout the Project. All efforts shall be coordinated with the Project Team (with oversight by County's Director of Communications and Outreach). This shall include:

- Creation and distribution of news releases and tip sheets;
- Development of Fact Sheets, FAQs, and other materials;
- Development of posters/flyers promoting upcoming meetings and workshops.

Deliverables:

- Public Engagement and Outreach Plan
- Handouts and presentation materials for all public outreach meetings, Planning Commission meeting, and County Board presentations; and
- Outreach Summary Report.

Task 2.5: Develop Commercial and Multi-Family Residential Design Guidelines/Standards for Each Identified Community

Using the Shingle Springs Community Design Standards developed under Component 1 and Preliminary Design Concepts developed in Task 2.3, Consultant shall work with the CATs to develop Commercial and Multi-family Residential Design Guidelines/Standards for each identified community (Cameron Park, Diamond Springs/El Dorado, and El Dorado Hills).

Subtask 2.5.1 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 for each identified community. The prototypes shall address design features commonly dealt with on an undeveloped greenfield site or infill site, and remodel/reuse of an existing residential or commercial structure/site. The prototypes shall also consider the likely commercial and multi-family developments that are allowed under County's Zoning Code (reference Title 130 of the El Dorado County Ordinance Code available online at Municode:

https://library.municode.com/ca/el_dorado_county/codes/code_of_ordinances?nodeId=TIT130ZO).

Subtask 2.5.2 Develop a Menu of Design Features

For each commercial and multi-family prototype/style, Consultant shall work with the CATs to develop detailed menus of specific design features, categorized within common elements of form/character. It is expected that the design features shall 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, 2015 Mixed-Used Design Manual, 2018 Meyers Area Plan).

The 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; design details (e.g., façade, roofing, signage, lighting, materials, colors).

Subtask 2.5.3 Develop Architectural Themes

Consultant shall work with the CATs to develop up to ten (10) architectural themes for the various characters of the identified communities in El Dorado County. The themes shall define the architectural styles and elements that 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 community plans or community-specific design guidelines, communities shall select the themes that best fit their local context and unique character.

Subtask 2.5.4 Develop Design Feature Performance Standards

Using the 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 guidelines/standards. Consultant shall work with County staff to determine an acceptable minimum level of conformity to be considered consistent with the design guidelines/standards, as well as the ranking of the various design features within the point system. Consultant shall coordinate up to two (2) conference call meetings with County staff to discuss assumptions, methodology, and /or findings.

Subtask 2.5.5 Identify Potential Zoning Code Amendments

Based on the work in Tasks 2.5.1 through 2.5.4, Consultant shall work with the CATs to identify alternative standards and requirements in the Zoning Code that should be changed or created in order to support the design features and/or performance standards. These code changes shall be identified and documented in a technical memorandum provided to County staff for review and confirmation.

Deliverables:

- Full color design concept plan for Commercial and Multi-family Residential Prototype Styles in both print and digital form;
- Menu of Design Features
- Up to ten (10) Architectural Themes
- Design Feature Performance Standards
- Technical Memorandum Identifying Potential Zoning Code Amendments

Task 2.6: Prepare Draft Design Guidelines/Standards and Code Amendments

Subtask 2.6.1: Prepare Design Guidelines/Standards Table of Contents and Outline

Consultant shall develop a table of contents for the Design Guidelines/Standards that organizes the work developed in previous tasks. Using the table of contents, Consultant shall prepare an outline for the Design Guidelines/Standards in layout form that identifies and organizes the graphics, illustrations, and text that shall be developed for the Administrative Draft Design Guidelines/Standards. Consultant shall provide the table of contents and outline to County staff for review. It is assumed that County staff will approve the outline prior to Consultant compiling the Administrative Draft Design Guidelines/Standards; however, the document could be organized as follows:

- Introduction
 - Purpose and Objectives
 - Applicability
 - How to Use this Document
 - How this Document was Prepared
 - Maintaining and Updating the Design Guidelines/Standards
- County and Community Context
 - Applicable Projects and Zones
 - Community Character
 - Commercial Context and Character
 - Multi-family Context and Character
 - Mixed Use Context and Character
 - Assumptions for Commercial and Multi-family Residential)
- Design Standards and Guidelines (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
 - Hillside
 - Highway Overcrossings
 - Oak Preservation
- Architectural Themes
 - Agrarian
 - Gold Rush
 - Craftsman

- Railroad
- Sierra
- Tuscan
- *Others?*
- Design Prototypes
 - The Example Community
 - Using the Prototypes
 - Commercial and Multi-family Prototypes
- Community-Specific Design Guidelines/Standards
- Process and Performance Standards
- Implementation and Recommendations

Subtask 2.6.2: Administrative Draft Design Guidelines/Standards

Using the Design Guidelines/Standards outline developed in Task 2.6.1, Consultant shall prepare an Administrative Draft Design Guidelines/Standards document for County staff review. Consultant envisions that the Design Guidelines/Standards will include a set of highly illustrated design elements (e.g., text, photos, sketches, and illustrative site plans), including, at a minimum, a description of the authority and applicability of the design guidelines/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 design guidelines/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 2.6.3: Public Review Draft Design Guidelines/Standards and Code Amendments

Based on County staff review, Consultant shall address County staff comments and prepare the public review draft Commercial and Multi-Family Residential Design Guidelines/Standards for public and environmental review. In parallel, Consultant shall prepare the draft Zoning Code Amendments based on staff direction on Subtask 2.5.5. Consultant shall coordinate up to two (2) conference meetings with the Project Team and one (1) meeting with County staff (in-person) to discuss analysis details.

Deliverables:

- Design Guidelines/Standards Table of Contents and Outline
- Administrative Draft Commercial and Multi-family Residential Design Guidelines/Standards for Cameron Park, Diamond Springs/El Dorado, and El Dorado Hills
- Public Review Draft Design Guidelines/Standards and Code Amendments

Task 2.7: Conduct Environmental Review

The El Dorado County General Plan EIR programmatically addresses development, including circulation improvements throughout County.

Subtask 2.7.1: Develop Project Description

Consultant shall develop a draft and final Project description that addresses actions intended to be covered by the CEQA document. Consultant shall revise the Project description following County review and approval.

Subtask 2.7.2: Determine Prior CEQA Coverage/Prepare Initial Study

Consultant shall review applicable CEQA documents, including the General Plan EIR, and determine if proposed Project elements are already covered in other CEQA documents.

An IS shall be prepared that addresses the typical questions (whether or not an impact is significant, if mitigation is available to reduce the impact, etc.), but is expanded to also query if the impact is already addressed in a certified EIR or other CEQA document, and if any additional analysis is needed. Each question shall be supported by substantial evidence including prior analyses. The IS shall be used to determine the type of document (within the scope of another document, ND, MND, or EIR) needed to cover proposed elements of the financing plan.

Subtask 2.7.3: CEQA Document

Consultant shall prepare a Memorandum regarding the recommendation for the type of CEQA environmental document required to address the Project. If found to be within the scope of another document, then the IS shall become the sole CEQA document, and shall not require public review.

If it is determined that all impacts are less than significant or can be mitigated, Consultant shall recommend an ND or MND. Consultant shall present at the scoping meeting in coordination with Project Team. If a fair argument of a significant impact can be raised, an EIR shall be recommended by Consultant. The IS shall serve as the source of information in support of an ND or MND. The ND or MND shall be circulated for CEQA required timeframe and Consultant shall present and support County staff at the scoping meeting and public hearings. If an MND is prepared, Consultant shall also prepare a mitigation monitoring and reporting program (MMRP). If any impacts are identified as significant and unavoidable, Consultant shall recommend preparation of an EIR. In this case, preparation of the EIR shall require a contract amendment.

Deliverables:

- Draft Project Description
- Final Project Description
- Draft IS
- Final IS
- Memorandum regarding recommendation for type of CEQA environmental document required

Task 2.8: Final Documents and Adoption

Subtask 2.8.1 Adoption Draft Guidelines/Standards and Zoning Code Amendments

Based on public and environmental review, Consultant shall work with County staff to prepare adoption draft Design Guidelines/Standards and Zoning Code Amendments for public hearings.

Subtask 2.8.2 Planning Commission Hearing

Consultant shall attend a Planning Commission hearing for the Commission's recommendation to the County Board of the adoption of the Design Guidelines/Standards, Zoning Code amendments, and certification of the CEQA document.

Subtask 2.8.3 County Board Hearing

Consultant shall attend a County Board hearing for the adoption of the Design Guidelines/Standards, Zoning Code amendments, and certification of the CEQA document.

Subtask 2.8.4 Final Design Guidelines/Standards

Following adoption by County Board, Consultant shall prepare the final Design Guidelines/Standards documents and update the Zoning Code. County staff will attend second readings for the Zoning Code amendments. Consultant shall provide to the County all native files, graphics, and final PDF documents. Consultant shall provide the references cited in documents, if any, for inclusion in the administrative record.

Deliverables:

- Draft Design Guidelines/Standards and Zoning Code Amendments
- Final Commercial and Multi-family Residential Design Guidelines/Standards for Cameron Park, Diamond Springs/El Dorado, and El Dorado Hills
- Final Zoning Code Amendments

Task 2.9: Project Management

Project Team shall establish the assignment of lead roles versus support roles for a given task, and the proper management of the Project, including tracking of Project tasks, tracking expenditures, tracking deliverables and client communication. Consultant shall:

- 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;
- Ensure Project subconsultants remain on-task, on-time, and on-budget;
- Prepare summary meeting notes and distribute to all meeting participants;
- 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;
- Prepare e-mail summaries of Project status meetings;

Deliverables:

- Project schedule, updated monthly
- Bi-weekly Project status updates and monthly progress reports
- Meeting agendas
- Meeting notes, including email summaries of discussion and decisions
- Initial draft invoice
- Monthly invoices submitted with monthly progress reports

SAMPLE

Consultant's Name

Exhibit B

Rate Schedule

Item	Rate
LABOR	
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
EXPENDITURES	
*Mileage Expenses	

* Reimbursement for mileage expenses for Consultant and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.