

**Dudek**  
**Zoning Ordinance Update**

**AGREEMENT FOR SERVICES #5857**

**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 Dudek, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 605 Third Street, Encinitas, California 92024, and whose local office address is 1102 R 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 updating several sections of County's Zoning Ordinance focusing on Communications Facilities, Oak Resources Conservation, and Signs code sections;

**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 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, equipment, tools, materials, and services necessary to update several sections of County's Zoning Ordinance focusing on Communications Facilities, Oak Resources Conservation, and Signs code sections, including those services and tasks that are identified in 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.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word 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'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. 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.

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 performed pursuant to this Agreement are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County.

## **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 forty-five (45) 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.

The 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, and outside services, including rental of special equipment, special reproductions and blueprinting, overnight delivery, outside data processing, 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. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$102,545, inclusive of all costs, taxes, and 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  
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, 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:** 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. Consultant shall include in a progress report the total number of hours worked by Consultant and any authorized subconsultants; a 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**

**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, 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.

#### **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 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, 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 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 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:

Dudek  
1102 R Street  
Sacramento, California 95811

Attn.: Joseph Monaco, Chief Executive Officer

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 reasonable **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 negligent 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 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.

#### **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 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 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 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**

**Standards for Work:** Consultant and any subconsultants authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's and subconsultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant and any subconsultants authorized herein, have 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 or subconsultant of their professional responsibility.

## **ARTICLE XXVIII**

**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 XXIX**

**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 XXX**

**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 XXXI**

**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 XXXII**

**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 XXXIII**

**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 XXXIV**

**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: 

Dated: 12-7-21

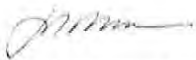
Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 12-7-21

-- DUDEK --

By: 

Dated: 10/26/2021

Joseph Monaco  
Chief Executive Officer  
"Consultant"

By:   
Christine Moore (Oct 26, 2021 13:15 PDT)

Dated: 10/26/2021

Christine Moore  
Chief Financial Officer



# Dudek

## Exhibit A

### Scope of Work

Consultant shall assist County with updating several sections of the El Dorado County Zoning Ordinance, specifically El Dorado County Code, Title 130 (Zoning Ordinance). These updates shall focus on the Communications Facilities, Oak Resources Conservation, and Signs sections of the Zoning Ordinance. County desires to address a variety of issues identified since these sections of the Zoning Ordinance went into effect, and resolve any discrepancies between the existing Zoning Ordinance and State and Federal laws. The following Scope of Work provides a breakdown of tasks for each of the three (3) aforementioned components. Where meetings are listed in the Scope of Work below, Consultant shall attend meetings and public workshops virtually, and participate via Zoom, unless otherwise specified by County's Contract Administrator.

#### **COMPONENT 1 – SECTION 130.40.130 – COMMUNICATIONS FACILITIES**

##### **Task 1.1 Research and Analysis**

Consultant shall conduct research and analysis of the specific code issues regarding Section 130.40.130 – Communications Facilities (Section 130.40.130), and particularly regarding cell towers and current State and Federal laws. Consultant shall then meet with County staff to present the research and analysis and to further discuss issues. Consultant shall prepare a technical memorandum summarizing the issues and recommended modifications to Section 130.40.130. Specifically, this task shall include the following:

1. **Consistency with Federal and State Statutes:** The current Communication Facilities section of the Zoning Ordinance was adopted prior to Federal Government provisions under the Spectrum Act (2012). Consultant shall verify that Section 130.40.130 is consistent with Federal and State Statutes; with particular emphasis on wireless communication towers.
2. **Co-location in the Public Right-of-Way:** Section 130.40.130 does not currently address how County should process applications for co-locating on multiple existing light poles and/or telephone poles that exist in the public right of way. These types of co-location projects are planned for expanding a network signal along a transportation corridor. This method is often referred to as a repeater network. Consultant's update shall address permitting requirements and criteria to plan for this type of use.

3. **New Communication Facilities in Residential Zones:** Projects for new communication facilities in residential zones are highly scrutinized, and any issues that may or may not exist are often magnified. County would like to explore a balanced approach between competing interests, and apply it to the Zoning Ordinance. Consultant shall explore and create updates to Section 130.40.130 that include visual impact analysis (VIA) when locating communication facilities in residential areas, along scenic corridors, within critical view shed areas, or within designated historic districts. Consultant shall also explore other alternative updates to alleviate public concerns. Examples of such concerns are the request for cellular tower collapse or fall-over setbacks and the requirements for an alternative analysis. This concern may simply require explanation and justification through the building code or reference to cellular tower safety measures performed during construction, or creation of new regulations.
  
4. **Discretionary vs Ministerial Procedures:** Section 130.40.130 currently describes the different procedures for communication facilities; however, it lacks a matrix to help outline when to process a communication facility through either a ministerial procedure or a discretionary procedure. Consultant shall clearly identify the criteria and procedures for processing permits for communication facilities as it relates to discretionary or ministerial review.

Meetings:

- Two (2) meetings with County staff. The first meeting shall be focused on reviewing current issues with Section 130.40.130, and the second meeting shall present and discuss recommended modifications to this section. These meetings shall also cover issues for Tasks 2.1, 3.1, and 4.1.

Deliverables:

- One (1) Technical Memorandum of Issues and Recommendations (electronic copy).

Schedule:

- Consultant and County shall determine the schedule of deliverables at the initial project kickoff meeting for all components/tasks in this scope of work. Consultant shall provide a copy of the agreed upon schedule to County following this meeting, and shall update County in regard to any deviations as they arise.

### **Task 1.2 Administrative Draft Communication Facilities Update**

Based on input and direction from County staff, Consultant shall prepare an Administrative Draft Communications Facilities update (using the existing Section 130.40.130 as the basis) for review and consideration by County staff. The draft shall address the key issues identified in Task 1.1.

Deliverables:

- One (1) Administrative Draft Communications Facilities Update (electronic copy)

### **Task 1.3 Environmental Assessment and Documentation**

Consultant shall prepare an Initial Study to determine if the proposed changes to Section 130.40.130, are within the scope of the El Dorado County Targeted General Plan Amendment/Zoning Ordinance Update (TGPA/ZOU) Final Program Environmental Impact Report (EIR) (SCH #2012052074) certified by County's Board of Supervisors on December 15, 2015. If the Initial Study shows that the proposed changes do not constitute substantial new information per Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, then an addendum would be prepared per Section 15164. The addendum would describe the proposed revisions and provide substantial evidence that none of the conditions described in Section 15162 are triggered to require a subsequent CEQA document. Any further CEQA documents than those discussed in this scope will require an amendment to this agreement, which would include a new scope of work and cost estimate.

Deliverables:

- One (1) Draft Initial Study that considers the proposed revisions to Section 130.40.130 compared to the El Dorado County TGPA/ZOU Final Program EIR (electronic copy).
- One (1) Addendum describing the proposed revisions and the justification for not preparing a subsequent California Environmental Quality Act (CEQA) document under CEQA Guidelines Sections 15162 and 15164.

### **Task 1.4 Public Review of Draft Communications Facilities Update**

Consultant shall prepare the Draft Communications Facilities Update for public review and hearings based on input and direction from County's Planning Commission and Board of Supervisors at the public workshops (completed under Task 4.1 below). The Environmental Assessment completed as part of Task 1.3 of this scope shall have also been completed in order to concurrently release both documents for public review.

Deliverables:

- One (1) Public Review Draft update of Section 130.40.130 (electronic copy).

## **COMPONENT 2 – CHAPTER 130.39 – OAK RESOURCES CONSERVATION**

### **Task 2.1 Research and Analysis**

Consultant shall meet with County staff to discuss issues identified with the implementation of Chapter 130.39 – Oak Resources Conservation (Chapter 130.39), since it was adopted by County's Board of Supervisors on October 24, 2017. County seeks to clarify some of the

language in various sections within Chapter 130.39 to address questions and issues that have arisen since this chapter was adopted. Consultant shall conduct additional research and analysis of the specific ordinance issues, as needed, and then meet with County staff to present the research and analysis and to further discuss issues. Consultant shall then prepare a technical memorandum summarizing the issues and recommended modifications to Chapter 130.39.

Based on information previously provided by County staff, Consultant shall focus on the following areas or sections of Chapter 130.39:

1. **Applicability Section:** Section 130.39.020 – Applicability, identifies that Chapter 130.39 of the Zoning Ordinance “shall apply to all privately-owned lands within the unincorporated area of the County at or below the elevation of four thousand (4,000) feet above sea level where Oak Resources are present.” County Owned Land such as public right-of-way seems to be exempt; however, certain County road projects have opted to participate in the mitigation measures offered by Chapter 130.39 of the Zoning Ordinance. The Planning and Building Department Director previously prepared an interpretation to address the issue of applicability, but this interpretation assumes projects on publicly owned land are subject to this ordinance (see Director Interpretation dated September 13, 2019). Consultant shall provide clarification regarding the intent of Section 130.39.020 to clearly identify whether public projects (i.e. roads, bridges) are exempt, and include language within Section 130.39.20 to exclude or include projects on publicly owned land or to codify this Director Interpretation.
2. **In-lieu Fee Calculation Method: The definition for Oak Woodlands, “An oak stand with a greater than ten percent (10%) canopy cover or that may have historically supported greater than ten percent (10%) canopy cover (California Fish and Game Code Section 1361)” does not provide a clear distinction for County staff to determine when individual versus woodland calculation methods are appropriate.** For instance, some oak technical reports analyze the impacts of removing individual oak trees; however, the recommended mitigation method concludes that the property owner will mitigate the removal of oak trees based on the oak woodland mitigation method. The oak woodland mitigation method often yields significantly less in-lieu fees than the individual tree method. Currently, Chapter 130.39 allows too much discretion for the arborist to calculate the in-lieu fee based on their client-preferred method. Consultant shall establish a decision matrix to clearly identify thresholds and criteria to guide staff, arborists, and the public in choosing the correct method of in-lieu fee calculation method.
3. **Subdivisions:** Currently, new subdivision maps, both tentative and final maps, mitigate for impacts to oak resources only for site improvements related to the infrastructure of the subdivision (e.g. roads, utilities, and open space), but do not mitigate for any development of the lots themselves. The discretionary applications for tentative maps and final maps are extensive as their individual planning procedures can be drawn out several

years before the actual construction of the first home. The conditions of approval for the tentative maps and subsequent final maps are often tied to the issuance of a grading/building permit, which means it can be years before the in-lieu fee mitigation is collected. However, at that time, the lots themselves may be exempt from in-lieu fees due to the one (1) acre or less exemption.

The current Chapter 130.39 does not provide a uniform timeframe for when the impact assessment, payment of in-lieu fees, and ultimate compliance shall be done. Consultant shall evaluate the subdivision process and identify the timeline, criteria, and applicable method of determining in-lieu fees for these applications, and update the ordinance as necessary.

4. **Heritage Trees and multi-trunk trees:** The Oak Resources Management Plan (ORMP) defines Heritage Trees as trees that are equal to or greater than thirty-six (36) inches diameter at breast height (dbh) (four point five [4.5] feet from the ground), and require a higher mitigation ratio than smaller individual oak trees. The live oak tree often produces a multi-trunk tree; therefore, live oaks tend to be classified as “Heritage Trees” due to the relative ease to exceed a total of thirty-six (36) inches or greater among all trunks combined. County staff has analyzed the issue and finds that restricting the number of applicable trunks to the three (3) largest trunks, would reduce the number of live oaks classified as Heritage Oak Trees. It would also reduce the applicable in-lieu fee to a more proportionate fee amount. County staff would like to ensure that by making this adjustment to Chapter 130.39, that it will maintain consistency with the ORMP. Consultant shall assess this proposed amendment to the Heritage Tree classification and determine if it will remain consistent with the ORMP.
  
5. **Existing Single-Family Parcels:** Currently, an exemption to the Zoning Ordinance exists for existing single-family parcels of one (1) acre or less, that cannot be further subdivided without a General Plan Amendment or Zone change. This particular exemption under Section 130.39.050 (Exemptions and Mitigation Reductions) has caused interpretation debates among County’s Planning staff. Determining whether a parcel of one (1) acre or less can be subdivided requires extensive analysis to identify lot dimensions and topographic conditions to determine if the lot is further sub-dividable. The inability to perform this analysis thoroughly for every application has resulted in inconsistent treatment of this exemption. The second clause of the sentence has unintended negative consequences as it creates additional costs from property owners and County’s Planning staff time to analyze and make the determination. The exemption under Section 130.39.050.A. states the following:

**“Existing Single-Family Parcels.** Projects or actions occurring on parcels of one (1) acre or less allowing a single-family residence by right, and that cannot be further subdivided without a General Plan Amendment or Zone

change are exempted from the mitigation requirements included in this Chapter.”

Consultant shall assess the option to remove the second clause, “and that cannot be further subdivided without a General Plan Amendment or Zone change,” and amend Section 130.39.050 as necessary.

6. **Oak Bond Applicability.** Currently, Chapter 130.39 provides for the use of a bond instead of paying the in-lieu mitigation fee. There are no qualifying factors to provide County staff with direction as to when a bond is appropriate. The option to utilize a bond only exists if oak resources are intended to be preserved on site. However, if development occurs within the Root Protection Zone (RPZ) of oak resources, it’s not clear as to how much impact is allowed by utilizing the bond mechanism. Therefore, the security deposit or oak bond for on-site oak tree/oak woodland retention requires specific criteria for when it is acceptable to use this method. For instance, there have been situations where an applicant has chosen to pursue an oak bond for on-site retention; however, the site plan clearly demonstrates grading and excavation within the dripline or RPZ that has the potential to impact or cause physical destruction of the oak tree. The applicant insisted on utilizing the bond process instead of paying the approximately \$110,000 of in-lieu fee mitigation and the Zoning Ordinance did not preclude using this method. In consideration of this example and other potential issues, Consultant shall create the criteria that outlines when the oak bond is appropriate based on the threshold of potential impact to the oak tree or woodland.
7. **Oak Tree Removal Permits:** Chapter 130.39 currently relies on either a discretionary permit or an administrative permit as the procedure for oak tree and oak woodland removal. County is considering the option to simplify both procedures by merging them into an independent Oak Tree Removal Permit. Consultant shall author a mechanism to protect Oak Resources outside of a building/grading permit. With a standalone Oak Tree Removal permit, the action itself would be permitted regardless of a building/grading/septic/well permit.
8. **Other Activities:** Section 130.39.020 – Applicability, identifies that the requirements of Chapter 130.39, “shall apply to both ministerial and discretionary development resulting in impacts to Oak Resources as defined in this Chapter”, yet there are other land development activities that can potentially negatively impact oak resources. For instance, County’s Environmental Management Department issues septic permits that can include trenching in the dripline of oak trees and have the potential of affecting the nearby oak trees. Consultant shall assess and explore amendments to Section 130.39.020 to include actions beyond ministerial and discretionary permits approved by County’s Planning and Building Department. This section may require expansion to include actions such as Agricultural Commission actions (vineyards, livestock, farming, horse arenas, firewood

cutting). Section 130.39.020 appears to regulate all actions that involve impacting oak trees, but specific language about ministerial and discretionary permits confuses intent.

9. **Exemption for Personal Use:** See Director Interpretation dated November 8, 2019. Consultant shall include language in the ordinance update to codify this Director Interpretation. The ordinance update will clarify activities that are exempt from mitigation. For example, the act of preparing or clearing land for subsequent land use development constitutes an impact that is not covered under the *exemption for personal use*.

Meetings:

- Two (2) meetings with County staff (combined with Task 1.1).

Deliverables:

- One (1) Technical Memorandum of Issues and Recommendations (electronic copy)

**Task 2.2 Administrative Draft Oak Resources Conservation Update**

Based on input and direction from County staff, Consultant shall prepare an Administrative Draft Oak Resources Conservation Update (using Chapter 130.39 as the basis) for review and consideration by County staff. The draft shall address the key issues identified in Task 2.1.

Deliverables:

- One (1) Administrative Draft Oak Resources Conservation Update (electronic copy)

**Task 2.3 Environmental Assessment and Documentation**

Consultant shall prepare an Addendum to the Biological Resources Policy Update and Oak Resources Management Plan Environmental Impact Report (SCH# 2015072031), certified in 2017. It is assumed that by improving the language and implementation of Chapter 130.39 to eliminate loopholes, that no new or substantially greater impacts would occur, per Section 15162 of the CEQA Guidelines, and an Addendum would be prepared per Section 15164. Any further CEQA documents other than those discussed in this scope will require an amendment to this agreement, which would include a new scope of work and cost estimate.

Deliverables:

- One (1) Addendum describing the proposed Biological Resources Policy Update and Oak Resources Management Plan EIR revisions and the justification for not preparing a subsequent CEQA document under CEQA Guidelines Sections 15162 and 15164.

## **Task 2.4 Public Review Draft Oak Resources Conservation Update**

Consultant shall prepare the Draft Chapter 130.39 Update for public review and hearings based on input and direction from County's Planning Commission and Board of Supervisors at the public workshops (completed under Task 4.1 below). The Environmental Assessment completed as part of Task 2.3 of this scope shall have also been completed in order to concurrently release both documents for public review.

### **Deliverables**

- One (1) Public Review Draft update of Chapter 130.39 (electronic copy).

## **COMPONENT 3 – CHAPTER 130.36 – SIGNS**

### **Task 3.1 Research and Analysis**

Consultant shall conduct research and analysis of the specific code issues identified since the Signs Ordinance became effective on August 27, 2015 and was codified into Title 130, Chapter 130.36 – Signs (Chapter 130.36). Consultant shall meet with County staff to present the research and analysis and to further discuss issues. Task 3.1 may include a general analysis of the sign ordinance in light of case law that has come out since the sign ordinance was adopted for consistency with Federal and State Statutes. Consultant shall then prepare a technical memorandum summarizing the issues and recommended modifications to Chapter 130.36.

Based on information previously provided by County staff, Consultant shall focus on the following areas and sections:

1. **Commercial Development Maximum.** Table 130.36.070.1b specifies the maximum sign area for Commercial zones. County has received numerous inquiries that consist of signage that exceeds the stated thresholds. The maximum sign area for Commercial Development Projects across all Commercial zones appears to be too restrictive as many commercial developers are finding ways to work around this restriction by applying for Planned Development Applications or Variance Applications under Subsection 130.36.080.E – Variances. These signage Planned Development Applications can become burdensome for large retailers who are trying to achieve their corporate industry standard signage and ultimately deviate from County's Zoning Ordinance. Consultant shall assess County's commercial sign maximum area and compare it to other jurisdictions. Upon completing the comparison, Consultant shall prepare appropriate amendments to Table 130.36.070.1b to adjust the existing thresholds.
2. **Consistency with Federal and State Statutes and Current Case Law:** The current Chapter 130.36-Signs of the Zoning Ordinance was adopted prior in 2015 to reflect the Federal and State statutes and case law applicable during that time. Consultant shall



verify that Chapter 130.36-Signs is consistent with Federal and State Statutes and current case law; with particular emphasis on planning applications (Planned Development and Variances) that allow for deviation from the terms of Chapter 130.36-Signs. Consultant will work with County staff to clarify standards and sign procedures for issuing variance applications with the possibility of amending Subsection 130.36.080.E - Variances.

3. **Signs in Cameron Park:** The Cameron Park Design Review Committee has proposed revisions to Chapter 130.36 that involve adjustments to standards such as size, dimensions, type of lighting, and height. The Cameron Park Design Review Committee would like the Zoning Ordinance Update to include unique sign standards applicable to the community region of Cameron Park. Consultant shall review the proposed Cameron Park sign standards and modify in order to make suggestions for objective standards and provide expert opinion on which recommendations shall and shall not be implemented. Consultant shall amend Chapter 130.36 as necessary to include the revised Cameron Park sign standards.
4. **Subsection 130.36.070.I (Standards for Off-Site Subdivision Signs):** This subsection of the sign ordinance is vague, which makes it difficult for County Planners to implement and monitor. Consultant shall focus on the following areas of concern:
  - a. **130.36.070.I.1:** For instance, the forty (40) square feet and twelve (12) feet height maximum might not be an accurate depiction of the existing off-site subdivision signs that have been approved in community regions such as El Dorado Hills. The subdivision development community, sign companies, and homebuilders would like to increase the allowable square footage and height standard for these off-site subdivision signs. Consultant shall assess and identify the appropriate maximums and amend this subsection as necessary.
  - b. **130.36.070.I.4:** The criteria to disallow subdivision signs within “one thousand (1,000) feet of another subdivision sign,” requirement is something that County’s Planning staff does not have a quick reference tool to make this determination or verify the information submitted by the sign permit applicant. This requirement has two exceptions, which weaken the “one thousand (1,000) feet of another subdivision sign requirement.” The requirements of the entire subsection have been verified as either through the sign-building permit or through an administrative permit process. Consultant shall assess and identify the appropriate mechanism and process to verify compliance and allow for exceptions with verifiable procedures.
  - c. The review of these off-site subdivision signs implies a project site plan is needed to complete the subdivision sign permit review, but does not explicitly require applicants to supply a site plan. Consultant shall assess and identify the

appropriate subdivision sign permit procedure for County staff to objectively approve or deny them.

- d. **130.36.070.I.8 and 130.36.070.I.10:** Both of these Subsections of 130.36.070.I leave it to County's discretion if "a performance deposit or other form of security is needed to ensure compliance with the standards of this section." Consultant shall evaluate if a performance deposit or other form of security, is still the appropriate enforcement mechanism or if alternatives exist to ensure compliance with this subsection.
- e. **130.36.070.I.9:** This subsection indicates time limits of thirty (30) days after all lots in the subdivision are sold; however, this requirement becomes unrealistic, as it is difficult to implement and monitor. Consultant shall revise this requirement to facilitate subdivision sign permit oversight without placing additional burden on County Planning staff.

- 5. **130.36.060 (Community Sign Programs) and Table 130.36.080.1 – Planning Sign Permits and Review Authority:** The procedure for new or modifying existing community sign programs lacks clarity in Chapter 130.36. Section 130.36.060 – Community Sign Programs, of this chapter identifies that County's Board of Supervisors is the decision-making authority for all new directional, identity, event, and industry association signs under community sign programs. Currently, Chapter 130.36 does not mention what type of application to process, or if County Planning staff review these community sign programs. Table 130.36.080.1 – Planning Sign Permits and Review Authority, lacks information and Section 130.36.060 includes the following broad statement: "Specific development and design details will be considered and decided by the Board of Supervisors." Consultant shall research other jurisdictions and amend Chapter 130.36 to include the proper procedures for approval authority and the process for doing so.

Meetings:

- Two (2) meetings with County staff (combined with Task 1.1).
- One (1) meeting with the Cameron Park Design Review Committee to present Consultant's assessment of the proposed draft Cameron Park Sign Standards and recommended modifications to include in County's Zoning Ordinance Update, and recommended standards to include in a separate Cameron Park Sign Standards document for County's Board of Supervisors to consider for adoption.

Deliverables:

- One (1) Technical Memorandum of Issues and Recommendations for updates to the County's current Chapter 130.36 which shall include the Cameron Park sign standards (electronic copy).

- One (1) Technical Memorandum of Issues and Recommendations for the Cameron Park Sign Standards presented to the Cameron Park Design Review Committee (five [5] hard copies to the Cameron Park Design Review Committee and one [1] electronic copy to County).

### **Task 3.2 Administrative Draft Signs Update**

Based on input and direction from County staff, Consultant shall prepare an Administrative Draft Signs Update (using the existing Chapter 130.36 as the basis) for review and consideration by County staff. The draft shall address the key issues identified in Task 3.1.

Meetings:

- One (1) meeting with the Cameron Park Design Review Committee to discuss the proposed Public Review Draft of the Signs Update and the Cameron Park Sign Standards.

Deliverables:

- One (1) Administrative Draft Signs Update (electronic copy).
- One (1) Administrative Draft Cameron Park Sign Standards (electronic copy)

### **Task 3.3 Environmental Assessment and Documentation**

Consultant shall prepare an Initial Study to determine if the proposed changes to the Chapter 130.36, are within the scope of the County of El Dorado Sign Ordinance Final EIR (SCH# 2014102001) certified by County's Board of Supervisors in 2015. If the Initial Study shows that the proposed Zoning Ordinance changes do not constitute substantial new information per Section 15162 of CEQA Guidelines, then an addendum would be prepared per Section 15164. The addendum would describe the proposed revisions and provide substantial evidence that none of the conditions described in Section 15162 are triggered to require a subsequent CEQA document. Any further CEQA documents than those discussed in this scope will require an amendment to this agreement, which would include a new scope of work and cost estimate.

Deliverables:

- One (1) Draft Initial Study that considers the Zoning Ordinance revisions compared to the County of El Dorado Sign Ordinance Final EIR (electronic copy).
- One (1) Addendum describing the proposed Zoning Ordinance revisions and the justification for not preparing a subsequent CEQA document under CEQA Guidelines Sections 15162 and 15164.

### **Task 3.4 Public Review Draft Signs Update**

Consultant shall prepare the Draft Chapter 130.36 Update for public review and hearings based on input and direction from County's Planning Commission and Board of Supervisors at the

public workshops (completed under Task 4.1 below). The Environmental Assessment completed as part of Task 3.3 of this scope shall have also been completed in order to concurrently release both documents for public review.

Deliverables:

- One (1) Public Review Draft County Sign Update (electronic copy).
- One (1) Public Review Draft Cameron Park Sign Standards (electronic copy).

## **COMPONENT 4 – PUBLIC REVIEW AND BOARD ADOPTION PROCESS**

### **Task 4.1 Public Workshops**

Consultant shall work with County staff to plan and facilitate two (2) public workshops (one [1] with County's Planning Commission and one [1] with County's Board of Supervisors) and interested members of the public to discuss the proposed updates to Section 130.40.130, Chapter 130.39, and Chapter 130.36 sections of County's Zoning Ordinance. The public workshops shall provide the opportunity for Consultant to educate the public and decision-makers about the legal framework associated with regulations of Section 130.40.130, Chapter 130.36, and to introduce key issues and recommended solutions to be addressed in the Zoning Ordinance updates, including Chapter 130.39. Consultant shall also work with the Cameron Park Design Review Committee to plan and facilitate one (1) public workshop in the Cameron Park community to present the Public Review Draft Cameron Park Sign Standards.

Public Workshops:

- Three (3) public workshops – one (1) with County's Planning Commission, one (1) with County's Board of Supervisors, and one (1) in the Cameron Park community.

Deliverables:

- Staff Reports and supporting materials (attachments) and PowerPoint presentations for both County's Planning Commission and County's Board of Supervisors public workshops (electronic copies).
- Public Workshop Notice (flyer) and PowerPoint presentation for the Cameron Park public workshop (electronic copies).

### **Task 4.2 Public Hearings**

Consultant shall attend public hearings and present the proposed Zoning Ordinance Updates and any environmental documentation for the Zoning Ordinance Updates and the Cameron Park Sign Standards to County's Planning Commission and Board of Supervisors for public review and comment. After the Planning Commission hearing, Consultant shall make revisions to the Zoning Ordinance Updates and the Cameron Park Sign Standards as recommended by County's Planning Commission. The Consultant and Planning staff will summarize the proposed revisions

recommended by the Planning Commission in the form of a memo to the Board of Supervisors. The memo will include staff's recommendations on any revisions proposed by the Planning Commission. Staff will prepare track change versions, and Consultant shall prepare a Final Draft Zoning Ordinance Update and Final Draft Cameron Park Sign Standards to present to County's Board of Supervisors for consideration and adoption.

**Meetings:**

- Two (2) Public Hearings – one (1) Planning Commission Hearing and one (1) Board of Supervisors Hearing.

**Deliverables:**

- Staff Reports and supporting materials (attachments) and PowerPoint presentations to both County's Planning Commission and County's Board of Supervisors (electronic copies).

**Task 4.3 Final Zoning Ordinance Updates for Codification**

Upon adoption of the Zoning Ordinance Updates, Consultant shall prepare the final Zoning Ordinance Updates for codification into Title 130 of County's Zoning Ordinance, including the final adopted Cameron Park Sign Standards.

**Deliverables:**

- One (1) Final Zoning Ordinance Update (electronic copy) in Microsoft Word for all three (3) Components: 1) Section 130.40.130; 2) Chapter 130.39; and 3) Chapter 130.36.
- One (1) Final Adopted Cameron Park Sign Standards (five [5] hard copies for the Cameron Park Design Review Committee and one [1] electronic copy for County).

**Dudek  
Exhibit B  
Rate Schedule**

Classification	Hourly Rate
<b>Environmental Services</b>	
Project Director	\$245.00
Senior Specialist IV	\$230.00
Senior Specialist III	\$220.00
Senior Specialist II	\$200.00
Senior Specialist I	\$190.00
Specialist V	\$180.00
Specialist IV	\$170.00
Specialist III	\$160.00
Specialist II	\$145.00
Specialist I	\$130.00
Analyst V	\$120.00
Analyst IV	\$110.00
Analyst III	\$100.00
Analyst II	\$90.00
Analyst I	\$80.00
Technician V	\$100.00
Technician IV	\$90.00
Technician III	\$80.00
Technician II	\$70.00
Technician I	\$60.00
Compliance Monitor	\$95.00
<b>Mapping and Surveying Services</b>	
Application Developer II	\$190.00
Application Developer I	\$150.00
GIS Analyst V	\$200.00
GIS Analyst IV	\$160.00
GIS Analyst III	\$140.00
GIS Analyst II	\$125.00
GIS Analyst I	\$110.00
<b>Creative Services</b>	
3D Graphic Artist	\$180.00
Creative Services IV	\$160.00
Creative Services III	\$145.00
Creative Services II	\$130.00

Creative Services I	\$115.00
<b>Publication Services</b>	
Technical Editor III	\$145.00
Technical Editor II	\$130.00
Technical Editor I	\$115.00
Publications Specialist III	\$105.00
Publications Specialist II	\$95.00
Publications Specialist I	\$85.00
Clerical Administration	\$90.00

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

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

**Mileage Expenses:**

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

**Annual Increases:**

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

**Dudek**  
**Exhibit C**  
**Cost Estimate**

**Component 1 – Section 130.40.130 - Communications Facilities**

Task 1.1	Research and Analysis, Memo	\$ 6,495.00
	Staff Meetings	\$ 2,480.00
Task 1.2	Administrative Draft Communication Facilities Update	\$ 3,960.00
Task 1.3	Environmental Assessment and Documentation	\$ 4,380.00
Task 1.4	Public Review of Draft Communications Facilities Update	\$ 2,010.00
	<b>Subtotal</b>	<b>\$ 19,325.00</b>

**Component 2 – Chapter 130.39 - Oak Resources Conservation**

Task 2.1	Research and Analysis, Memo	\$ 10,190.00
	Staff meetings	\$ 1,920.00
Task 2.2	Administrative Draft Oak Resources Conservation Update	\$ 4,910.00
Task 2.3	Environmental Assessment and Documentation	\$ 3,580.00
Task 2.4	Public Review Draft Oak Resources Conservation Update	\$ 2,555.00
	<b>Subtotal</b>	<b>\$ 23,155.00</b>

**Component 3 – Chapter 130.36 - Signs**

Task 3.1	Research and Analysis, Memos	\$ 15,070.00
	Meeting with CPDRC	\$ 2,240.00
Task 3.2	Administrative Draft Signs Update	\$ 13,300.00
Task 3.3	Environmental Assessment and Documentation	\$ 3,580.00
Task 3.4	Public Review Draft Signs Update	\$ 2,920.00
	<b>Subtotal</b>	<b>\$ 37,110.00</b>

**Component 4 – Public Review and Board Adoption Process**

Task 4.1	Public Workshops (Planning Commission, Cameron Park Community, Board of Supervisors)	\$ 9,605.00
Task 4.2	Public Hearings (Planning Commission & Board of Supervisors)	\$ 7,370.00
Task 4.3	Final Zoning Ordinance Updates for Codification	\$ 5,980.00
	<b>Subtotal</b>	<b>\$ 22,955.00</b>

**Total Cost Estimate \$ 102,545.00**

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 among the various Scope of Work Tasks and Project Management Costs identified herein, subject to County Contract Administrator's written approval. In no event shall the total not-to-exceed amount of this Agreement be exceeded.