Mintier Harnish LP

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5912

THIS FIRST AMENDMENT to that Agreement for Services #5912 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Mintier Harnish LP, a limited partnership duly qualified to conduct business in the State of California, whose principal place of business is 1415 20th Street, Sacramento, California 95811 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Planning and Building Department with land use planning services for community design standards and commercial and multi-family residential design standards, pursuant to Agreement for Services #5912, dated February 1, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update, clarify, and add to the Scope of Work, amending **ARTICLE I, Scope of Work**, and adding **Exhibit A-1, Amended Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of January 31, 2025 for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by $520,001, for a total not-to exceed amount of $826,616 amending **ARTICLE III, Compensation for Services**, and replacing **Exhibit C**, **Cost Estimate** with **Exhibit C-1, Amended Cost Estimate**;

WHEREAS, the parties hereto desire to include updated contract provisions, replacing **Section B, ARTICLE XVIII, Insurance**;

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #5912 on the following terms and conditions:

I. **ARTICLE I, Scope of Work,** of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in individual Work Orders issued pursuant to this Agreement, Exhibit A, marked "Scope of Work," and Exhibit A-1, marked "Amended Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in individual Work Orders issued pursuant to this Agreement, Exhibit A, Exhibit A-1, 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-1, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof.

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

In addition to the specific services identified in Exhibit A and Exhibit A-1, this Agreement may also include Project Contingency. Project Contingency services shall include work which is related to this project, and arising from the current scope of work, but which was not apparently needed at the execution of this agreement. Such Project Contingency may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator. Before proceeding with any work under Project Contingency, the parties will identify the specific services to be provided for each assignment in individual Work Orders as determined at a meeting, by email, or telephone conference between County and Consultant. Consultant shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Consultant with a description of the services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Consultant shall not commence work until receiving the written Work Order.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's

computer, and that are acceptable to County Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XIV, Default, Termination, and Cancellation, herein.

No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

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

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

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

II. **ARTICLE II, Term,** of the Agreement is amended in its entirety to read as follows:

ARTICLE II
Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on January 31, 2028.

III. **ARTICLE III, Compensation for Services,** of the Agreement is amended in its entirety to read as follows

ARTICLE III
Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory

completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

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

The total amount of this Agreement shall not exceed $826,616 as amended, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

The hourly rates listed in Exhibit B may be adjusted on an annual basis upon completion of the first twelve (12) consecutive months with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator. The rate increase shall not exceed three percent (3%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

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

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

For the purposes of budgeting the Tasks in Exhibit A and Exhibit A-1, the billing amounts for each Task are identified in Exhibit C-1. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the amounts listed in Exhibit C-1 among the various Scope of Work tasks, subconsultants, and other direct costs, subject to County Contract Administrator's prior written approval. In no event shall the not-to-exceed amount of the Agreement be exceeded.

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

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

Attn.: Rob Peters
Deputy Director of Planning

or to such other location as County directs.

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

III. **ARTICLE XVI, Insurance, Section B**, is replaced in its entirety to read as follows:

B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) 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. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

IV. The following Articles of the Agreement are fully replaced in their entirety to read as follows:

ARTICLE XIV
Default, Termination, and Cancellation:

A. 1. 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 (notice) that shall state the following:

a. The alleged default and the applicable Agreement provision, and

b. 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.

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

a. 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.

b. 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.

c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.

b. A representation or warranty made by Consultant in this Agreement

proves to have been false or misleading in any respect.

c. 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.

d. 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 XVII

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

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not

intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

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.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

V. The following Article of the Agreement is added to read as follows:

ARTICLE XXXIV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #5912 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5912 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

--MINTIER HARNISH LP--

By: _____ Dated: 6/19/2024

James Harnish
Principal/Owner
"Consultant"

Mintier Harnish LP

Exhibit A-1

Amended Scope of Work

Executive Summary of Amended Scope of Work:

As a result of new affordable housing legislation enacted in late 2022; AB 2011 and SB 6, work has been stalled since the invoice period of 11/1/2022 to 12/31/2022. AB 2011 allows for ministerial, by-right approval for affordable housing on commercially-zoned lands, and also allows such approvals for mixed-income housing along commercial corridors. SB 6 does not provide a ministerial approval pathway for projects but does allow residential uses on commercially zoned properties without requiring a rezone. After approximately 6 months of work, the County and Consultant were forced to stop work on the project as originally scoped as this legislation resulted in the scope and project changing to address the comprehensive changes to state law. After much deliberation the County and Consultant mutually agreed to make extensive modifications to the project and this scope of work.

Prior to the stoppage in work, portions of component 1 were completed including Subtask 1.1.1 *Kickoff Meeting and Shingle Springs Tour*, and Subtask 1.1.2 *Existing and Draft Document/Ordinance Review and County Reconnaissance*. Additionally, Subtask 1.2.1 *Create Revised Draft of the Shingle Springs Desing Standards* had begun. The Consultant did extensive work on a preliminary draft of the Shingle Springs Community Design Standards, as originally scoped. However, this subtask was not completed due to changes in state law during the development of the draft Shingle Springs Community Design Standards. No other work was started or completed for the remainder of the Tasks/Subtasks under Component 1. It is important to note, a majority of the cost invoiced during the initial 6 months of this project were absorbed by technical computer work needed to begin the draft of the Shingle Springs Design Standards. There was no work completed under the original Component 2 or Component 2 of this Amended Scope of Work.

As a result of new state affordable housing law (e.g. AB 2011, SB 6) effective July 1, 2023, a qualifying multifamily housing development is allowed on all commercial-zoned parcels. Further, under the provisions of the new legislation, such affordable housing projects must be allowed as a ministerial ("by-right") use with no local design oversight unless a local agency has adopted objective (measurable) design standards applying to such projects. Therefore, as the County's communities have expressed an overwhelming desire to preserve design oversight of multifamily housing projects, the changes to this amended Scope of Work are primarily related to the much broader, complex and design-intensive work required to create objective, rather than (typical) subjective, design standards.

Component 1 has been revised to include the addition of an environmental subconsultant to ensure adequate CEQA review. The edits to Component 2 (Commercial and Multi-Family Residential Design Standards for Cameron Park, El Dorado/Diamond Springs and

El Dorado Hills) included the same addition of an environmental subconsultant to ensure an adequate CEQA review.

The following changes have been made to Component 1 which does require a rework of Subtasks 1.1.1, 1.1.2, and 1.2.1. Subtask 1.1.1 (Overall Project Kickoff Meeting) has been updated to create a new schedule and updated expectations. Task 1.2 (Revised Administrative Draft of the Shingle Springs Community Design Standards) has also been updated as follows: a Draft Administrative Shingle Springs Community Design Standards for Component 1 was completed under the original scope. However, based on new State legislation and updated development requirements, the initial drafts will have to be redone.

A new Task 3 (Conversion of 2015 Mixed-Use Design Guidelines [into objective design standards]) was added in order to convert the existing Mixed-Use Guidelines into objective design standards that will comply with state law and provide community design oversight of qualifying mixed-use projects. An environmental subconsultant was also added to Component 3 ensure adequate CEQA review.

Lastly, a new Task 4.1 (Project Website, Branding and Ongoing Community Coordination) was added as this project is highly significant to decision-makers and community members. Component 4 has been added to ensure high levels of public outreach/community engagement will be maintained throughout the life of project.

Scope of Work

Consultant shall assist County with its El Dorado County West Slope Commercial, Mixed-Use and Multi-Family Design Standards Project (Project), applying to unincorporated commercial, mixed-use and multifamily-zoned lands within the County's Community Regions, as identified in County General Plan Policy 2.1.1.1 (Cameron Park, El Dorado/Diamond Springs, El Dorado Hills, and Shingle Springs), excluding lands within the Lake Tahoe Basin. The Project shall create custom objective design standards for new commercial, mixed-use, and multi-family development for these Community Regions. The Project is divided into four (4) components, with the Shingle Springs Community Region Design Standards serving as the lead prototype under Component 1 and the remaining Community Regions incorporated into the Commercial, Mixed-Use, and Multi-Family Residential Design Standards under Components 2 and 3. Component 4 includes public outreach tasks such as maintaining a dedicated project website, ongoing community coordination and branding throughout each of the above components.

Prior to the beginning of each task, the specific services and due date for each of the deliverables identified in Exhibit A-1, shall be determined at a meeting, by email, or telephone conference between County's Contract Administrator and Consultant.

*It is important to note that initial drafts of Component 1 have been complete but based on new State legislation and updated development requirements, the initial drafts will have to be redone. County staff has not reviewed the initial drafts.

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

Task 1.1 - Initiate Project and Collect Data

Subtask 1.1.1 - Overall Project Kick-off Meeting

***Kick off meeting and Shingle Springs Tour have been completed Subtask 1.1.1 is updated to create new schedule and expectations.**

Consultant shall attend an overall project kick-off meeting with County staff to review and provide overall expectations for the Project (Components 1-5). This meeting shall include a discussion on key issues of integration and consistency with existing and future plans, ordinances, programs, and community feedback and preferences from earlier meetings and events. At this meeting, County staff will provide Consultant with all relevant documents, plans, strategies, ordinances, and reports/studies that directly or indirectly influence the design of commercial, mixed-use, and multi-family residential developments within the specified Project regions of County.

Meetings:

- One (1) Overall Kick-Off Meeting with County staff

Deliverables:

- Overall Kick-Off Meeting Summary (electronic copy)
- Project Website and associated text
- Project Logo and Branding (electronic copy)
- Final schedule, tasks, milestones, and deliverables (electronic and two [2] hard copies)

Task 1.2 – Revised Administrative Draft of the Shingle Springs Community Design Standards (85% Base Model Standards for Component 1 & 2)

*Drafts of Component 1 have been complete with original agreement however, based on new State legislation and updated development requirements, the initial drafts will have to be redone.

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

Consultant shall develop a Revised Administrative Draft of the Shingle Springs Community Design Standards based on new relevant State laws that shall be used to organize different design features and program elements. County will review the Revised Administrative Draft and provide feedback as necessary. The Shingle Springs Community Design Standards shall address design features related to commercial, mixed-use, and multi-family residential development.

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

- Introduction
  - Purpose and Objectives
  - Project Team
  - Applicability
  - How to Use this Document
  - Upload and Codify the Design Standards

- County and Community Context
  - Applicable Project Area and Zones/Districts
  - Community Character
  - Commercial Context and Character
  - Multi-Family Residential Context and Character
  - Mixed-Use Context and Character
  - Assumptions for Commercial and Multi-Family Residential

- Design Standards (Commercial, Mixed-Use, and Multi-Family Residential)
  - Site Planning and Amenities
  - Mobility and Access
  - Building Design and Form
  - Landscaping
  - Parking
  - Utilities
  - Lighting
  - Noise and Odor
  - Historic Preservation
  - Hillsides
  - Highway Overcrossings
  - Oak Tree Preservation

- Architectural Themes/Styles
  - Agrarian/Mill
  - Historic Mining District/1800's Rustic Commercial
  - Railroad Folk/Farmhouse Folk
  - Craftsman
  - Mountain/Sierra

- Process and Performance Standards
- Recommendations

Subtask 1.2.2 - Shingle Springs Community Alliance (SSCA) Community Workshop #1

Consultant shall assist SSCA in facilitating and attend one (1) community workshop on the Revised Administrative Draft Shingle Springs Community Design Standards. The intent of the workshop shall be to present the community with the

initial architectural and design standards that were formulated based on the public outreach process that was conducted previously in 2012. Consultant shall create and provide a mailer to County to distribute and notify the community about the workshops and Project process. Consultant shall work closely with SSCA and County staff to publicize the community workshop, as well as provide workshop materials, handouts, full color display boards, and a PowerPoint presentation. This workshop will be held in a hybrid format, offering options for both virtual and in-person attendance. County staff will assist SSCA with setting up and operating a virtual meeting platform as needed.

Subtask 1.2.3 - Identify Potential County Zoning Ordinance Amendments

Based on the work in Subtask 1.2.1, Consultant shall identify alternative standards and requirements in County's Zoning Ordinance that may need to be amended or created to support the design features and/or performance standards developed in the Revised Administrative Draft of the Shingle Springs Community Design Standards. Additionally, Consultant shall review and evaluate new relevant State laws and identify any new zoning standards or requirements that may potentially conflict and/or require amendments to the current County Zoning Ordinance and incorporation into the Design Standards. Consultant shall summarize the proposed ordinance amendments in a technical memorandum and submit it to County staff for review and comment.

Subtask 1.2.4 - Prepare Shingle Springs Community Region Map Area Overlay

Based on the outcome of information collected in task 1.1.2, Consultant shall locate all Multi-Family and Commercial-Zoned parcels that are within the designated boundary of the Shingle Springs Community Region. After such locations are found, all applicable Multi-Family and Commercial-Zoned parcels shall be shown on an overlay map that depicts where the objective Design Standards would apply.

Subtask 1.2.5 - Public Review Draft of the Shingle Springs Community Design Standards

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

Meetings:

- One (1) Community Workshop #1

Deliverables:

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

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

Task 1.3 - Work with SSCA on Public Outreach

Subtask 1.3.1 - Shingle Springs Community Alliance (SSCA) Community Workshop #2

Consultant shall assist SSCA in facilitating and attend one (1) community workshop on the Public Review Draft Shingle Springs Community Design Standards. The intent of the workshop shall be to present the community with the updated architectural and design standards that were formulated based on the public outreach process that was conducted previously in 2012 for the Project as well as feedback collected from Community Workshop #1. Consultant shall create and provide a mailer to County to distribute and notify the community about the workshops and Project process. Consultant shall work closely with SSCA to publicize the community workshop, as well as provide workshop materials, handouts, full color display boards, and a PowerPoint presentation. This workshop will be held in a hybrid format, offering options for both virtual and in-person attendance. County staff will assist SSCA with setting up and operating a virtual meeting platform as needed.

Meetings:

- One (1) Community Workshop #2

Deliverables:

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

Task 1.4 –Public Workshop with the Planning Commission

Subtask 1.4.1 - Planning Commission Public Workshop #1

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and facilitate a Public workshop with the Planning Commission to present the Public Review Draft of the Shingle Springs Community Design Standards and update the Planning Commission on the status of the Project. As part of this public workshop, Consultant shall facilitate a discussion regarding the implications of the Design Standards on the future of the community. At the conclusion of Public Workshop #1, the Planning Commission will provide recommended modifications.

Subtask 1.4.2 - Revised Public Review Draft of the Shingle Springs Community Design Standards

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

Meetings:

- One (1) Public Workshop with the Planning Commission

Deliverables:

- Planning Commission Public Workshop #1 materials (electronic)
- Planning Commission Public Workshop #1 Minutes/Summary (electronic)
- One (1) Revised Public Review Draft of the Shingle Springs Community Design Standards (electronic copy)

Task 1.6 – California Environmental Quality Act (CEQA) Review

For the community plan areas that would undergo an update to objective design standards, Consultant shall prepare a single Addendum document to the County's 2015 Targeted General Plan Amendment and Zoning Ordinance Update (TGPA/ZOU) Final Environmental Impact Report (EIR) (SCH # 2012052074), in accordance with CEQA Guidelines Section 15164. Subconsultant shall review information from the certified TGPA/ZOU Final EIR (and any addendum documentation) and shall reference verified information from this document in the Addendum. The Addendum shall supplement the TGPA/ZOU Final EIR analysis with new or updated analysis as necessary and appropriate, for areas which are the subject of new regulations or standards since certification of the TGPA/ZOU Final EIR.

The Addendum shall rely on existing environmental documentation and technical studies prepared for the project area, including the TGPA/ZOU Final EIR, and the technical studies completed for the TGPA /ZOU project. This work program outlines the steps that would be needed to adhere to state environmental documentation requirements.

While an EIR Addendum is anticipated, there may be different documentation required based on the level of environmental analysis required for each project component.

Preparation of the CEQA Addendum shall include the following tasks:

Subtask 1.6.1 - Project Description

Consultant shall gather any additional materials available for the Project, including relevant planning documents, any technical analyses prepared by the County or Consultant, and recent environmental documentation prepared for projects in or near the project areas. Subconsultant shall then prepare a detailed project description, including tabular and graphic information, for review by the County and Project team. The Project Description shall provide a detailed summary of the proposed updates to the objective Design Standards for each community plan area. The Project Description shall be based on additional information to be provided by the County and Project team. Textual, tabular, and graphic presentation shall be used as necessary to facilitate a thorough understanding of

the proposed project. Tables and graphics shall be prepared to illustrate clearly the changes proposed by the Project. The Project Description shall include but is not limited to:

- A thorough explanation of proposed changes to the objective design standards
- A discussion of planned development characteristics at buildout
- Features that have been incorporated into the Project to minimize potential environmental or land use conflicts, if any
- Tables illustrating project characteristics and the degree of change from existing conditions and currently adopted Zoning Code and land use designations
- Supporting graphics

Consultant shall provide the County with an electronic version of the Draft Project Description for review. Upon County approval of the Draft Project Description, Consultant shall prepare the Administrative Draft Addendum.

Subtask 1.6.2 - Administrative Draft Addendum

This task includes all the steps necessary to complete an Administrative Draft Addendum for the Project. The Addendum shall be in the form of a single comprehensive analysis that can be used to certify subsequent approvals for all components (assessing each community plan area). The Addendum shall contain all sections required pursuant to CEQA. In accordance with CEQA Guidelines Section 15164, the Addendum shall include only the information necessary to make the previous EIR adequately apply to the project in the changed situation. As explained in CEQA Guidelines Section 15151:

> *An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.*

Subconsultant shall incorporate information from existing environmental and planning documents that are applicable to the Project area and Project. Subconsultant shall submit electronic copies of the Administrative Draft Addendum (in Microsoft Word and Adobe Acrobat), along with associated appendices, to the County and Project team for review and comment. This task includes one (1) round of review and revisions by County.

Subtask 1.6.3 - Public Review Draft Addendum

Upon receiving one (1) consolidated set of County comments on the Administrative Draft Addendum, Consultant shall prepare the Public Draft Addendum for a public review period, addressing any County edits or comments on the Administrative

Draft Addendum. While there are no public notification or review requirements for an addendum, the County requests this Addendum have either a 30 or 60-day public comment period consistent with how the County has processed Addenda for similar Countywide projects. Consultant shall submit one (1) electronic version (in Adobe Acrobat) for the County's use and will post the Addendum on the County's website and follow the County's standard notification procedures for similar Countywide projects to begin either a thirty (30) or sixty (60) day public review period.

Subtask 1.6.4 – Final Addendum and Response to Comments

Upon receiving one (1) consolidated set of public comments on the Public Draft Addendum, Consultant shall prepare a Final Addendum for certification and include a response to comments section (similar to responses conducted for EIR analysis). This scope of work assumes up to 15 comment letters containing comments on the content of the CEQA document will be received. This includes five (5) lengthy (over five (5) pages) and/or substantive letters addressing CEQA impacts, that can be adequately responded to in a maximum of 50 professional staff hours. Within two (2) weeks after the close of public comments Consultant shall submit for the County's review a copy of the Final Addendum and the Response to Comments section for internal review. The full administrative CEQA record shall also be sent to the County at this time. Following County review of the Final Addendum and Response to Comments, Subconsultant shall make final edits and provide an electronic version (in Adobe Acrobat) for the County for posting on the County's website and inclusion as part of Staff Reports for Planning Commission and Board of Supervisor hearings.

The County will present the Addendum along with the objective Design Standards for Planning Commission recommendations and subsequent action by the Board of Supervisors. Once the Addendum is certified, Consultant shall file the Notice of Determination (NOD) with the County Clerk and if desired, the State Clearinghouse. Consultant anticipates the County will have its receipt from filing the California Department of Fish & Wildlife (CDFW) fees at the time the TGPA/ZOU Final EIR was certified. Otherwise, additional CDFW fees could be required.

Please note that because all the community plan areas will be assessed in the single Addendum, while there may be separate hearings for each community plan area, the same Addendum can be utilized. Whichever community plan area proceeds first (anticipated to be Shingle Springs), that public hearing would certify the Addendum in accordance with CEQA Guidelines. Then each subsequent hearing for the other community plan areas can reference the Certified Addendum rather than needing to re-certify at each subsequent hearing. If there are minor updates or changes necessary in the subsequent community plan areas, it is assumed that those changes would be minor in nature and not significantly alter the Addendum analysis. Minor edits/changes can be noted or summarized in a Staff Report if it can be determined (with Subconsultant's assistance to the County staff preparing the Staff Report) that the changes would not warrant recirculation

or result in any substantial changes to the impact analysis or result in any new or an increase in any impacts.

Meetings:

- N/A

Deliverables:

- Project Description (MS Word)
- Administrative Draft Addendum (MS Word)
- Public Review Draft Addendum (MS Word)
- Electronic submittal of NOD and Addendum to the State Clearinghouse for Shingle Springs and Community Plan Areas
- Final Addendum, in MS Word and PDF formats

COMPONENT 2: COMMERCIAL, ~~and~~ MULTI-FAMILY RESIDENTIAL, AND MIXED-USE DESIGN STANDARDS FOR THE COMMUNITY REGIONS OF CAMERON PARK, EL DORADO/DIAMOND SPRINGS, AND EL DORADO HILLS.

Task 2.1 - Initiate Project and Community Assessment

Subtask 2.1.1 - Kick-Off Meeting

Consultant shall attend a kick-off meeting with County staff to clarify topics that have direct bearing on the precise objectives and scope of the Project. Following the kick-off meeting, Consultant shall provide County with a Kick-Off Meeting Summary and shall contact active community groups to determine what step they are at in the Community Planning Guide (Community Assessment). The Community Assessment shall help inform all parties on the necessary steps to move forward with their Community Assessment and the development of Commercial, Multi-Family Residential, and Mixed-Use Design Standards ("Community Design Standards") for each of the three (3) remaining identified Community Regions.

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

Consultant shall attend and assist County staff in facilitating a tour of El Dorado/Diamond Springs with applicable community advisory groups as selected by County staff (i.e. up to two (2) selected representatives from the County Community and Economic Development Advisory Committee (CEDAC) and the Diamond Springs and El Dorado Community Advisory Committee (CAC) and Community Advisory Team (CAT) members). Consultant shall collect feedback during the tour and synthesize the information. Based on the findings from the community tour materials, Consultant shall prepare and provide County with an El Dorado/Diamond Springs Community Assessment of areas in the natural and built environment where design standards can be applied, as well as the architectural

characteristics of the community. The El Dorado/Diamond Springs Community Assessment shall include a memorandum that highlights project elements that shall guide the design of the Community Design Standards (i.e., project parameters, expectations, objectives, and criteria), provide an overview of the available land within the community to which these standards shall apply, and field conditions by land use and by building type. The memorandum shall also include photography and/or graphic documentation and maps.

Subtask 2.1.2b - Cameron Park Tour and Community Assessment

Consultant shall attend and assist County staff in facilitating a tour of Cameron Park with applicable community advisory groups as selected by County staff (i.e., up to two (2) selected representatives from the Community and Economic Development Advisory Committee (CEDAC) and the Cameron Park Design Review Committee (DRC), and CAT members). Consultant shall collect feedback during the tour and synthesize the information. Based on the findings from the community tour, Consultant shall prepare and provide County with a Cameron Park Community Assessment of areas in the natural and built environment where design standards can be applied, as well as the architectural characteristics of the community. The Cameron Park Community Assessment shall include a memorandum that highlights Project elements that shall guide the design of the Community Design Standards (i.e., Project parameters, expectations, objectives, and criteria), provide an overview of the available land within the community to which these standards shall apply, and field conditions by land use and by building type. The memorandum shall also include photography and/or graphic documentation and maps.

Subtask 2.1.2c - El Dorado Hills Tour and Community Assessment

Consultant shall attend and assist County staff in facilitating a tour of El Dorado Hills with applicable community advisory groups as selected by County staff (i.e., up to two (2) selected representatives from the Community and Economic Development Advisory Committee (CEDAC) and the El Dorado Hills Area Planning Advisory Committee (APAC), and CAT members). Consultant shall collect feedback during the tour and synthesize the information. Based on the findings from the community tour, Consultant shall prepare and provide County with an El Dorado Hills Community Assessment of areas in the natural and built environment where design standards can be applied, as well as the architectural characteristics of the community. The El Dorado Hills Community Assessment shall include a memorandum that highlights project elements that shall guide the design of the Community Design Standards (i.e., project parameters, expectations, objectives, and criteria), provide an overview of the available land within the community to which these standards shall apply, and field conditions by land use and by building type. The memorandum shall also include photography and/or graphic documentation and maps.

Subtask 2.1.3 - Community Map Overlay Areas

Consultant shall prepare a community map overlay that would identify the boundaries for each of the four (4) Community Regions (i.e., shown as a red line on the General Plan Land Use Map). The maps for each Community Region shall include a boundary for which all objective Design Standards would apply, inclusive of additional boundaries where historic districts or townsites are applicable. For example, and future reference, there shall be two (2) mapped regions in which the standards would apply: 1) Lands within the boundaries of the historic townsites of Diamond Springs and El Dorado (per County GIS data) where "Historic Mainstreet" (or similar) design standards would apply, and 2) All other commercial and multifamily-zoned parcels within the El Dorado and Diamond Springs Community Region.

Meetings:

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

Deliverables:

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

Task 2.2 - Preliminary Design Concepts for Commercial, Multi-Family Residential, and Mixed-Use Development

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

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

In addition to preparing preliminary design concepts for the core community areas, Consultant shall prepare additional or amended design concepts/and or performance standards and requirements for specific areas that are within approved and mapped public transit routes and/or historic districts as required. These additional Design

Standards shall be prepared as required to comply with new State laws within specific mapped locations in each Community Region .

The CATs and/or other Citizen Community Advocacy Groups will provide comments and input and gather additional public or decision maker comments and provide such to Consultant. Consultant shall incorporate comments and input received and produce Draft Design Standards for each Community Region satisfactory to each CAT and/or other Citizen Community Advocacy Group for presentation to the public.

Meetings:

- NIA

Deliverables:

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

Task 2.3 –Planning Commission Public Workshops and Public Outreach for Each Identified Community Region

Subtask 2.3.1. - Public Outreach Strategy

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

Subtask 2.3.2. - Community Workshops

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

expected outcomes of implementing the various proposed standards. Consultant shall work with County to develop a workshop guide and script that sets forth the specific agenda and techniques used for the workshops. Consultant shall also assist with public noticing for all three (3) Community Workshops. These workshops shall be held in a hybrid format, offering options for both virtual and in-person attendance. County staff will assist community members with setting up and operating a virtual meeting platform as needed.

Subtask 2.3.3. – Planning Commission Public Workshop

Consultant shall prepare any necessary presentation materials and coordinate with County staff to schedule and attend one (1) public Community Workshop for the County's Planning Commission. The purpose of these workshops is to present and evaluate the findings from the previous three (3) Community Workshops (Subtask 2.3.3).

Subtask 2.3.4 - Public Outreach Summary Report

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

Meetings:

- Three (3) public workshops with the Planning Commission (one workshop each for the following Community Regions: El Dorado/Diamond Springs, Cameron Park, El Dorado Hills)

Deliverables:

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

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

Using the Shingle Springs Community Design Standards prepared under Component 1 and the Preliminary Design Concepts in Component 2, Task 2.2 as templates, Consultant shall work with the CATs and/or other Citizen Community Advocacy Groups to develop Community Design Standards for the remaining identified communities (Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills). The Community Design Standards shall include all areas governed by a Specific Plan and/or Area Plan. Where a Specific Plan or Area Plan contains existing objective site or architectural design standards, the stricter of either the County standards or the existing Specific Plan/Area Plan standards shall apply.

Subtask 2.4.4 - Develop Design Feature Performance Standards

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

Subtask 2.4.5 - Identify Potential Zoning Ordinance Amendments

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

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

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

Consultant shall develop a table of contents for the updated Community Design Standards that organizes the work developed in previous tasks. Consultant shall use the Shingle Springs Community Design Standards table of contents and outline (Component 1, Subtask 1.2.1) as a template for this task. A minimum of 85 percent of the Shingle Springs Community Design Standards will be used (unchanged) as the common design standards for the communities of El Dorado/Diamond Springs, Cameron Park, and El Dorado Hills. Using the table of contents, Consultant shall prepare an outline for the Community Design Standards in layout form that identifies and organizes the graphics, illustrations, and text that shall be developed for the Administrative Draft Community Design Standards. Consultant shall provide the Table of Contents and Outline to County staff for review and comment. It is assumed that County staff will approve the outline prior to Consultant compiling the Administrative Draft Community Design Standards.

Subtask 2.5.2 - Prepare Administrative Draft Community Design Standards (15% Revisions/Additions to Base Model Standards Developed in Component 1 & 2)

Using the Design Guide outline developed in Task 2.4, Consultant shall prepare an Administrative Draft Community Design Standards for County staff review and

Subtask 2.4.1 - Develop Commercial, and Multi-Family Residential, and Mixed-Use Prototype Styles

Consultant shall work with the CATs and/or other Designated Community Outreach Groups to define styles that shall be used to organize different design features and elements within each community. The prototypes shall address design features commonly dealt with or on an undeveloped greenfield or infill site, and remodel/reuse of an existing residential or commercial structure/site. The prototypes shall also consider likely commercial, multi-family residential, and mixed-use developments that are allowed under the current County Zoning Ordinance. Consultant shall revise and update their innovative and representative El Dorado County Community composite map and image which was developed for County's 2015 Mixed Use Design Manual.

Subtask 2.4.2 - Develop a Menu of Design Features

For each commercial, mixed-use, and multi-family residential prototype/style, Consultant shall develop detailed menus of specific design features, categorized within common elements of urban form/character. It is anticipated that the design features 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). The design features shall also consider and build upon standards and guidelines in County's recently adopted Zoning Ordinance (2018) and 2015 Mixed-Use Design Guidelines as described in Component 3. In addition to preparing specific design features categorized within common elements of the urban form/character for the core community areas, Consultant shall prepare additional or amended design features/and or performance standards and requirements for specific areas that are within approved and mapped public transit routes and/or historic districts. These additional Design Standards shall be prepared based upon relevant new State laws to organize different design features, land-use types and program elements that are specific to the laws and that apply to specific mapped locations in each community of El Dorado/Diamond Springs, Cameron Park, and El Dorado Hills.

Subtask 2.4.3 - Develop Architectural Styles/Themes

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

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

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

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

Deliverables:

- One (1) Commercial, Mixed-Use, and Multi-Family Residential Design Standards Table of Contents and Outline (electronic)
- Three (3) Administrative Draft Commercial, Mixed Use, and Multi-Family Residential Design Standards; One (1) each for Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills (electronic)

Task 2.6 - California Environmental Quality Act (CEQA) Review for the Community Region Design Standards

***Subtask 2.6.1, 2.6.2 and 2.63 have been removed from the original agreement and replaced with the following:**

Please note that because all Project Components for each of the community plan areas, as described in the Project Description (Scope of Work page 1), will be evaluated in a single Addendum as noted in Task 1.6., whichever community plan area proceeds first (anticipated to be the Shingle Springs Community Region Objective Design Standards – Component 1), that public hearing would review and certify the Addendum for all Project components in accordance with CEQA Guidelines. Following certification of the Addendum at the initial adoption hearing, all of the subsequent approval hearings for the remaining Project components would reference the Certified Addendum rather than needing to re-certify at each subsequent hearing. If there are minor updates or changes necessary in the subsequent components for the other Community Regions, it is assumed that those changes would be minor in nature and not significantly alter the Addendum analysis. Minor edits/changes can be noted or summarized in a Staff Report if it can be determined (with Subconsultant's assistance to the County staff preparing the Staff

Report) that the changes would not warrant recirculation or result in any substantial changes to the impact analysis or result in any new or an increase in any impacts.

While an EIR Addendum is anticipated, there may be different documentation required based on the level of environmental analysis required for each project component.

Task 2.7 - Final Documents and Adoption

Subtask 2.7.1 - Prepare Final Draft Community Design Standards and Zoning Ordinance Amendments

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

Subtask 2.7.2 - Planning Commission Hearing

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

Subtask 2.7.3 - Board of Supervisors Hearing

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

Subtask 2.7.4 - Final Commercial, Mixed-Use and Multi-Family Residential Design Standards

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

COMPONENT 3: DEVELOP MIXED-USE DESIGN STANDARDS FOR INCORPORATION INTO TASKS IN COMPONENT 2 STANDARDS

Task 3.1 –Conversion of 2015 Mixed-Use Design Guidelines

Consultant shall amend the existing 2015 Mixed-Use Design Guidelines Manual, and its data will be applied where applicable to become objective Design Standards as described in Component 2. Consultant shall incorporate as applicable, the individual project examples, narratives, and graphics from the 2015 Manual. Where individual graphics are outdated, of a different representative illustrative character or appearance, new and/or adjusted graphics shall be prepared to update their appearance and configurations as required to graphically unify the Guidelines with new graphics prepared for the Commercial, Multi-Family and Mixed-Use Design Standards previously developed for the Shingle Springs Community. All converted standards shall be prepared to incorporate the architectural design themes described in subtask 2.4.3.

Task 3.2- Develop New Mixed-Use Standards to Supplement Converted 2015 Guideline Standards

Consultant shall prepare new prototype building and site design standards, site illustrations, diagrams, photo overlays and associated annotations to supplement the converted standards described in Task 3.1 and in Component 2. All new standards shall be prepared to incorporate the architectural design themes described in Subtask 2.4.3.

Task 3.3- Combine New and Converted Standards into One Comprehensive Standard

Consultant shall combine new and amended Design Standards into the Shingle Springs Design Standards for further use and incorporation into other Communities.

Meetings:

Deliverables:

- One (1) Revised Public Review Draft of the Shingle Springs Community Design Standards (electronic copy)
- One (1) Mixed-Use Design Standards Table of Contents and Outline (electronic)
- Three (3) Administrative Draft Mixed Use Design Standards; One (1) each for Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills (electronic)
- Three (3) geographic Rural Center sub-group area summaries and descriptions and One (1) Preliminary Design Concept for Mixed-Use Development for each of the three (3) elevation sub-group areas. (Electronic copy)
- One (1) Mixed-Use Design Standards Table of Contents and Outline (electronic)
- One (1) Administrative Draft Commercial Mixed-Use Design Standards for each of the twenty-eight (28) designated Rural Centers, excluding Georgetown.

(electronic)
- One (1) Public Review Draft Mixed-Use Community Design Standards for Rural Centers, excluding Georgetown (electronic and 10 hard copies)

COMPONENT 4: PROJECT INTERFACE

Task 4.1 Project Website, Branding, and Ongoing Community Coordination

Project Website. Consultant shall design, develop, and maintain a Project website. Consultant shall build the website on a user-friendly platform that allows quick and easy updates to the site. In addition to being an important public outreach and information tool, the website shall serve as an administrative record of the project. It shall include all meeting announcements/materials, draft and final documents, and meeting summaries. Once the site is live, Consultant shall prepare press releases, email blasts, use County social media accounts, and other outreach methods to drive traffic to the site.

Project Logo and Branding. Consultant shall work with County staff to develop an overall brand for the West Slope Community Design Standards Project. This will be carried through all materials, the Update website, and presentations to build enthusiasm about the Project and ensure that this effort is distinct in the minds of the public and other stakeholders. Consultant shall prepare three (3) branding options for the County's consideration.

E-blasts, Social Media, Press Releases. Consultant shall prepare periodic e-blasts, social media posts, and press releases at key points in the Project to inform the public about engagement opportunities, upcoming meetings and events, and availability of new documents. Consultant shall coordinate all public information through County staff.

PROJECT CONTINGENCY

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

ONGOING PROJECT MANAGEMENT AND CORDINATION

Consultant anticipates working closely with County staff throughout both the Shingle Spring Community Design Standards (Component 1), Commercial and Multi-Family Residential Design Standards (Component 2), and Mix-Used Development Standards for Incorporation into Component 2 (Component 3) to ensure the Project reflects County's

expectations and anticipated final work products. Consultant shall provide the following for the duration of this Agreement:

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

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Exhibit C-1

Amended Cost Estimate

Component 1 – Shingle Springs Community Design Standards

Task	Description	Cost
1.1	Initiate Project and Collect Data	$4,380.00
1.2	Revised Administrative Draft of the Shingle Springs Community Design Standards (85% Base Model Standards for Component 1 & 2)	$20,370.00
1.3	Work with SSCA on Public Outreach	$5,580.00
1.4	Public Workshop with the Planning Commission	$2,880.00
1.5	Incorporate Public Feedback and Prepare Final Shingle Springs Community Design Standards	$3,450.00
1.6	California Environmental Quality Act (CEQA) Review Final	$5,340.00
1.7	Documents and Adoption	$9,450.00
	Component 1 Subtotal	***$51,450.00***

Component 2 – Commercial and Multi-Family Residential Design Standards for Other Community Regions

Task	Description	Cost
2.1	Initiate Project and Community Assessment	$26,250.00
2.2	Preliminary Design Concepts for Commercial and Multi-Family Residential Development	$2,160.00
2.3	Planning Commission Public Workshop and Public Outreach for Each Identified Community Region	$31,240.00
2.4	Develop Commercial and Multi-Family Residential Design Standards for each Identified Community	$12,360.00
2.5	Prepare Draft Commercial and Multi-Family Residential Design Standards and Zoning Ordinance Amendments	$21,900.00
2.6	California Environmental Quality Act (CEQA) Review for the Community Region Design Standards	$1,020.00
2.7	Final Documents and Adoption	$9,450.00
	Component 2 Subtotal	***$104,380.00***

Task	Description	Cost
3.1	Conversion of 2015 Mixed-Use Design	$5,130.00
3.2	Guidelines	$5,130.00
3.3	Develop New Mixed-Use Standards to Supplement Converted 2015 Guideline Standards Combine New and Converted Standards into One Comprehensive Standard	$4,650.00
	Component 3 Subtotal	***$14,910.00***

Task	Description	Cost
4.1	Project Website, Branding, and Ongoing Community Coordination	$20,700.00
	Component 4 Subtotal	***$20,700.00***
	Project Management Costs	$34,840.00
	Other Direct Costs	$7,500.00
	Consultant Total	**$233,780.00**

Subconsultants:

ORR Design Office

Task	Description	
1.1	Initiate Project and Collect Data	$2,580.00
1.2	Revised Administrative Draft of the Shingle Springs Community Design Standards (85% Base Model Standards for Components 1 & 2	$192,640.00
1.3	Work with SSCA on Public Outreach	$6,810.00
1.4	Public Workshop with the Planning Commission	$6,730.00
1.5	Incorporate Public Feedback and Prepare Final Shingle Springs Community Design Standards	$3,440.00
1.6	California Environmental Quality Act Review Final	$0.00
1.7	Documents and Adoption	$10,960.00
	Component 1 Subtotal	***$223,160.00***

Task	Description	
2.1	Initiate Project and Community Assessment	$18,000.00
2.2	Preliminary Design Concepts for Commercial and Multi-Family Residential Development	$14,130.00
2.3	Planning Commission Public Workshop and Public Outreach for Each Identified Community Region	$27,760.00
2.4	Develop Community Design Standards for the Communities of Cameron Park, El Dorado/Diamond Springs, and El Dorado Hills	$40,210.00
2.5	Prepare Draft Community Design Standards and	$79,540.00

	Zoning Ordinance Amendments	
2.6	California Environmental Quality Act Review for the Community Region Design Standards	$0.00
2.7	Final Documents and Adoption	$10,960.00
	Component 2 Subtotal	***$190,600.00***

Task	Description	
3.1	Conversion of 2015 Mixed-Use Design Guidelines	$31,600.00
3.2	Develop New Mixed-Use Standards to Supplement Converted 2015 Guideline Standards	$48,800.00
3.3	Combine New and Converted Standards into One Comprehensive Standard	$8,700.00
	Component 3 Subtotal	***$89,100.00***

Task	Description	
4.1	Project Website, Branding, and Ongoing Community Coordination	$2,580.00
	Component 4 Subtotal	**$2,580.00**

Project Management	$9,400.00
Other Direct Costs	$3,000.00
ORR Design Office Total	**$517,840.00**

Rincon Consultants

Tasks 1.1, 1.6, 2.6, and Project Management	$43,996.00
Other Direct Costs	$1,000.00
Rincon Total	**$44,996.00**

Project Contingency	**$30,000.00**
Total Project Cost	**$826,616.00**

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 amount the various Scope of Work tasks, Project Management Costs, Other Direct Costs, and Contingency Work/Costs identified herein, including reallocating such expenses between Consultant and subconsultant(s) identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of this Agreement be exceeded.

Mintier Harnish LP

Exhibit D

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars ($250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than $250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____YES __X__NO
If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than $250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____YES __X__NO
If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

6/19/2024
Date

Mintier Harnish
Type or write name of company

Signature of authorized individual

Tim Harnish
Type or write name of authorized individual