

**ORIGINAL**

**PlaceWorks, Inc.**

**Housing Element Update 2021-2029**

**AGREEMENT FOR SERVICES #4511**

**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 PlaceWorks, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3 MacArthur Place, Suite 1100, Santa Ana, California 92707 (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 the preparation of the Housing Element Update for 2021 through 2029;

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

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

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish personnel, equipment, and services necessary to assist in the preparation of the Housing Element Update for 2021 through 2029. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein, with the exception of Task 18. A Notice to Proceed will be issued for Task 18 if County determines this work is required. No payment will be made for any work performed prior to the effective date of the Agreement.

This Agreement also includes a Project Contingency, as subsequently identified during the course of work under this Agreement by County's Contract Administrator, related to the Scope of Work as identified in Exhibit A. The Project Contingency may supplement or modify the Scope of Work as identified in Exhibit A, hereto.

The specific services for the Project Contingency shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff and any necessary permits on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work, which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any Project Contingency performed prior to approval.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

All of the services included in this Article and Exhibit A are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County.

## **ARTICLE II**

**Term:** This Agreement shall be 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 once annually with thirty (30) days advanced written notice from Consultant to County's Contract Administrator and shall require written approval and acceptance by County's Director of Planning and Building prior to the new

rates becoming effective. The rate increase shall not exceed three percent (3%) annually. Any rate increases authorized by County's Director of Planning and Building shall not increase the total not-to-exceed amount of the Agreement.

Reimbursement for mileage and/or travel (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) expenses for Consultant shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage and/or travel expenses for Consultant.

Other direct costs, including overnight delivery charges and costs associated with the purchase of data from outside data sources, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C, marked "Cost Proposal\*," incorporated herein and made by reference a part hereof. In the performance of the scope of 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, Optional Task, Direct Costs, and Project Contingency identified therein, 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 \$113,862, 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.: Anne Novotny  
Planning Manager

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. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

#### **ARTICLE VI**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. If County desires to reuse any documents or other deliverables, including electronic media, pertaining to the project prepared by Consultant, County may do so, but if such documents or other deliverables are reused by County for any purpose other than that for which such documents or deliverables were originally prepared, or if County causes such documents or deliverables to be altered without Consultant's written consent, such reuse shall be at County's risk. Copies may be made for Consultant's records, but shall not be furnished to others without 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 agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

## **ARTICLE 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/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

## **ARTICLE 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. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

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

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

**ARTICLE 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.: Anne Novotny  
Planning Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
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:

PlaceWorks, Inc.  
3 MacArthur Place, Suite 1100  
Santa Ana, California 92707

Attn.: Brian Judd, Vice President

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, Contractor 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 Contractor 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 Contractor 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**

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

**ARTICLE XX**

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

**ARTICLE 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 Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s)

during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIV, Default, Termination, and Cancellation, herein.

## **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 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE 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**

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

#### **ARTICLE XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Anne Novotny, Planning Manager, Planning and Building Department, or successor.

#### **ARTICLE XXIX**

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

#### **ARTICLE XXX**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining

provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXI**

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


**ARTICLE XXXII**

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

**ARTICLE XXXIII**

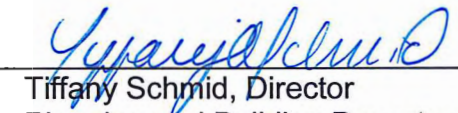
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Anne Novotny  
Planning Manager  
Planning and Building Department

Dated: 2/3/20

**Requesting Department Concurrence:**

By:   
Tiffany Schmid, Director  
Planning and Building Department

Dated: 02/03/20

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


-- COUNTY OF EL DORADO --

By: 

Dated: 1/28/20

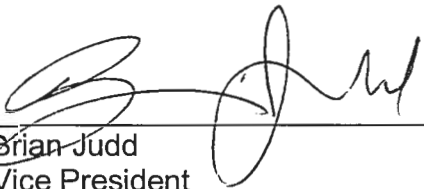
Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 1/28/20

-- PLACEWORKS, INC. --

By:   
Brian Judd  
Vice President  
"Consultant"

Dated: 1/29/20

By:   
Keith McCann  
Corporate Secretary

Dated: 1/29/20

# PlaceWorks, Inc.

## Exhibit A

### Scope of Work

#### **PROJECT SUMMARY**

Consultant shall assist County with the preparation of its sixth cycle Housing Element Update for submission to the California Department of Housing and Community Development (HCD), in accordance with State laws, regulations, and statutes. The 2013–2021 Housing Element will serve as the foundation for the 2021–2029 Housing Element update. Consultant shall review the previous Housing Element and will revise the document by updating all background data. Consultant shall review and revise County policies to meet new County housing goals using methods that reflect current conditions and meet the housing requirements and recent updates to State law mandated by the state of California for the 2021–2029 Housing Element.

#### **TASK 1: PROJECT INITIATION**

Consultant shall prepare for and attend a project initiation meeting to exchange information and initiate work on the Housing Element update. During the meeting, Consultant shall:

- Review the scope of work and schedule.
- Review Housing Element legal requirements, focusing on new State law requirements.
- Provide a list of data needs.

#### **Deliverable(s):**

- Meeting agenda and minutes
- List of data needs

#### **TASK 2: PROJECT MANAGEMENT**

Consultant shall coordinate with County staff and HCD as necessary and communicate with County staff via phone and email as needed throughout the project. Regular monthly email progress reports shall be provided to County's Contract Administrator. In addition, Consultant shall assist in the preparation of staff reports and exhibits for the Planning Commission and the Board of Supervisors (Board).

**Deliverable(s):**

- Regular monthly email progress reports
- Preparation of staff reports and exhibits

**TASK 3: DOCUMENT REVIEW**

Consultant shall review County's current certified 2013-2021 Housing Element and other supporting materials as needed to determine required amendments. Documents will include, but not be limited to:

- 2013–2021 Housing Element
- Land Use Element
- 2004 General Plan, as amended
- Housing element annual progress reports
- Adopted and draft specific plans and community plans
- Municipal code/zoning code
- Any other applicable programs and ordinances

**TASK 4: EVALUATION OF THE 2013-2021 HOUSING ELEMENT**

Consultant shall work closely with County staff to determine the status, effectiveness, and appropriateness of the 2013–2021 housing programs. Consultant shall gather and document all available information regarding specific accomplishments. In addition to reviewing the policy programs for results achieved, Consultant shall evaluate each program for compliance with State housing laws and identify and document any omissions or deficiencies. Findings from the evaluation shall be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

**TASK 5: HOUSING NEEDS ANALYSIS**

Consultant shall update the housing needs analysis pursuant to Government Code Section 65583 with data from HCD's pre-approved 6th cycle data package, (which is not subject to further review by HCD), the Sacramento Area Council of Governments, 2010 US Census and if available, 2020 US Census (available April, 2020), American Community Survey, and other relevant sources. The updated needs analysis shall include the following:

- Population and demographics: population trends and projections, race and ethnicity, and population age.



- Household characteristics: number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- Employment and income: employment by industry, occupation of employed residents, and income trends.
- Housing stock characteristics: housing types and conditions, overcrowded households, and vacancy rates.
- Housing costs and affordability: market conditions including home sale price trends, rental costs, affordability for households at all income levels, and overpayment (>30% of income used toward housing).
- Special housing needs: special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, and female-headed households.
- Fair housing assessment (new requirement): an analysis of impediments to fair housing, pursuant to Assembly Bill (AB) 686. This is now required for all Housing Elements adopted after 2021.
- At-risk housing: inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- Opportunities for energy conservation: pursuant to Senate Bill (SB) 375 and AB 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

#### **TASK 6: HOUSING CONSTRAINTS**

Consultant shall update the analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs for all income levels and people with disabilities pursuant to Government Code Section 65583[a][4, 5]) where relevant. This shall include analysis of land use controls, fees and exactions, permit processing procedures, building codes and code enforcement land and construction costs, and the availability of financing. Consultant shall identify potential programs and strategies for the reduction or removal of identified constraints. This task shall include all analysis needed to comply with recent updates to State housing law.

#### **TASK 7: HOUSING RESOURCES AND OPPORTUNITIES**

Consultant shall update financial and programmatic resources available for affordable housing programs, including local and State funding programs, as well as private sector resources. Consultant shall assess current and potential housing programs to recommend future programs that will support County's housing objectives.

## **TASK 8: HOUSING GOALS, POLICIES, PROGRAMS, AND QUANTIFIED OBJECTIVES**

Consultant shall work with County staff to update goals, policies, programs, and quantified objectives (pursuant to Government Code Section 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing housing element programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. The programs shall be structured to implement stated goals and policies and to produce quantifiable objectives. Programs shall describe specific steps for implementation and measurable outcomes and shall identify a time frame, responsible department, and funding sources. Programs will address:

- All new State requirements since adoption of the existing Housing Element.
- Consistency and compliance with the rest of the General Plan elements and community goals.
- Development controls and regulatory incentives.
- Working to provide housing opportunities for all residents.
- Fair housing programs.
- Sources of affordable housing funding.
- Preserving and improving existing affordable housing.
- Facilitating development of adequate housing and infrastructure to meet the needs of low and moderate income households in keeping with the regional projected housing needs allocation.

### **Deliverable(s):**

- Completed Administrative Draft Housing Element Update shall include Tasks 3-8

## **TASK 9: HOUSING ELEMENT STEERING COMMITTEE MEETINGS**

Consultant shall conduct an appropriate community outreach program which may include the preparation of presentations, handouts, and media for posting on County's website, as well as conducting public workshops in compliance with State law. The community outreach program shall include a Housing Element Steering Committee that will meet once per month for the entire project schedule. The Steering Committee shall provide input on key housing issues facing County and potential policy approaches. Consultant shall also review all draft documents prior to review by the Planning Commission and Board. Consultant envisions these meetings as being open to the public, providing opportunity for public comment as another means to encourage broad

community participation. Consultant shall attend, present, and participate in two (2) housing Steering Committee meetings.

**Deliverable(s):**

- Attendance for two (2) people at two (2) Steering Committee meetings
- One (1) reproducible copy, one (1) electronic copy (in MS Word), and one (1) electronic copy (in PDF) of workshop materials and summary
- Response to public comments

**TASK 10: COMMUNITY/STAKEHOLDER WORKSHOPS**

Consultant proposes to hold three (3) public workshops, throughout County, to encourage broader community engagement and address the unique housing issues facing different areas of the county. The workshops could take place early in the process to get input on housing issues and potential policy solutions, or the workshops could be held once the Public Review Draft Housing Element is published to get feedback on the proposed policies and programs. Consultant shall assist with preparing workshop materials, including an email announcement and flyer advertising the workshops, informational posters/boards and/or a PowerPoint presentation, and a summary report of community feedback.

Consultations: Consultant proposes conducting consultations and two (2) stakeholder roundtable meetings with identified stakeholders and any other community members identified as information resources. Interviews may be held over the phone, in person, before or after community meetings. This task allows for consultations with 5-8 stakeholders.

**Deliverable(s):**

- Attendance for two (2) people at three (3) public workshops throughout the County
- Attendance for two (2) people at two (2) stakeholder roundtable discussions
- Community/stakeholder workshop materials/summary

**TASK 11: PLANNING COMMISSION AND BOARD MEETING AND WORKSHOPS**

Consultant shall attend one (1) Planning Commission workshop and one (1) Board workshop to review and solicit feedback on the Public Review Draft Housing Element prior to submitting the Housing Element to HCD. For each meeting, Consultant shall prepare a staff report and PowerPoint presentation summarizing the Housing Element update process, key policy changes, and recommendations of the Housing Steering Committee. Consultant shall request authorization from the Board for staff to submit the

Housing Element to HCD for the mandated 60-day review period. Following review by HCD and preparation of the Final Housing Element, Consultant shall attend adoption hearings with the Planning Commission and Board to present the Final Housing Element and other amended General Plan elements, as applicable. Consultant shall prepare a PowerPoint presentation for each hearing.

**Deliverable(s):**

- Planning Commission and Board Study Session PowerPoint presentation and materials
- Planning Commission and Board Public Hearing PowerPoint Presentations on Housing Element and Final Housing Element

**TASK 12: ADMINISTRATIVE DRAFT HOUSING ELEMENT**

Consultant shall incorporate the components described in Tasks 3-8 (Housing Element Preparation) into a comprehensive, formatted administrative draft Housing Element, which shall be submitted to County staff for review and comment in accordance with the project's schedule. Any outstanding data from County shall be incorporated into the draft Housing Element during County staff's review. Consultant requests a single set of consolidated County comments on the administrative draft.

**Deliverable(s):**

- One (1) reproducible copy, one (1) electronic copy (in MS Word), and one (1) electronic copy (in PDF) of the Administrative Draft Housing Element

**TASK 13: PUBLIC REVIEW DRAFT HOUSING ELEMENT**

Consultant shall revise the Administrative Draft to incorporate staff's comments and submit the Draft Housing Element for County staff distribution to HCD, the Board, the Planning Commission, and the general public for review and comment.

**Deliverable(s):**

- One (1) reproducible copy, one (1) electronic copy (in MS Word), one (1) electronic copy (in PDF), and twenty (20) hard copies of the Draft Housing Element

**TASK 14: HCD SUBMITTAL AND REVISION OF DRAFT HOUSING ELEMENT**

Consultant shall prepare a Final Draft Updated Housing Element in response to comments from HCD, responsible agencies, County staff, Planning Commission, Board, and the public. Consultant's staff is able to meet with HCD staff as needed.

Consultant shall serve as the County's liaison to HCD, and activities shall include:

- Submittal of the draft Housing Element to HCD (60-day review).
- Meetings and/or conference calls with County staff and HCD staff to discuss comments.
- Address additional public comment as necessary
- Incorporating HCD's requested revisions.
- Submission of the final draft to HCD for review and approval (90-day review).
- Responses to HCD.

Upon determination of compliance by HCD of the Final Draft Housing Element, Consultant shall submit the Final Draft Housing Element for distribution to the Planning Commission and the Board for final adoption at corresponding public hearings.

**Deliverable(s):**

- One (1) electronic copy (in MS Word), one (1) electronic copy (in PDF), and twenty (20) bound copies of the Final Draft Housing Element
- Public comments

**TASK 15: ENVIRONMENTAL REVIEW**

The appropriate level of California Environmental Quality Act (CEQA) analysis will depend largely on the extent of rezoning needed to meet the Regional Housing Needs Allocation (RHNA). County has identified enough sites to meet the proposed RHNA allocation. If other changes to the zoning code resulting from the project could trigger more in-depth CEQA, it is more likely that the impacts of those changes could be addressed by explaining existing development requirements, demonstrating compliance with State or federal law, or pointing to the provisions included in the zone change itself (e.g., site development requirements and findings for approval).

This scope assumes two (2) different options for CEQA compliance: Addendum or Mitigated Negative Declaration. While an exemption is technically possible, most agencies avoid attempting an exemption for a general plan amendment. Consultant shall conduct a review to determine if an exemption is appropriate.

Consultant shall assist with the SB-18 and AB-52 process to ensure timely consideration of the project regardless of the level of CEQA analysis. Consultant shall draft a letter to the Native American Heritage Commission (NAHC) to receive the list of tribes, and draft invitation to consultation for those tribes that have notified County. After County review, the letters should be placed on County letterhead and any consultation should include County staff. Consultant can assist with the consultation if requested by

the Tribes, however this type of project usually receives no response, or a phone call to conclude the process.

In preparing the Addendum, Consultant shall evaluate the changes to the Housing Element, compare the impacts to the original environmental document, and discuss each of the CEQA findings in relation to the new element. The Addendum is a short document that would accompany the Housing Element during the adoption process and would be prepared if the project impacts would not substantially worsen a previously identified impact or create a new significant impact.

### **TASK 15.1: ADDENDUM**

The existing Housing Element was adopted by the County in 2013 using a Negative Declaration prepared for the 2013-2021 Housing Element. If the extent of change to the Housing Element is minor, Consultant shall evaluate whether an Addendum to the 2013-2021 Housing Element Negative Declaration document would be appropriate. Given the amount of time that has elapsed since preparation of the original document, and the changes to the environmental process that have occurred since then, an Addendum may not be appropriate.

### **TASK 15.2: INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

More than a checklist, the initial study (IS) is the table of contents for the substantial evidence, and the discussion needed to prove that environmental impacts are less than significant. Consultant shall tier off appropriate certified environmental documents and streamline the discussion to focus on the proposed project. If needed, technical studies shall address the CEQA checklist questions, and all mitigation measures shall be proportionate to the project impact and fully implementable by County.

#### **Process for Mitigated Negative Declaration**

1. Work with County to determine if there is another certified environmental document, or documents, that the IS can tier from. The initial study can tie together a series of certified or adopted documents and demonstrate the analysis in those documents to address the potential impacts. This is useful for region-wide application of policies.

2. Prepare an IS following an approved County format or Appendix G of the CEQA Guidelines. The IS shall include a narrative discussion of the setting, anticipated impact, and the means by which existing policies or programs shall fully address the impact. Technical studies assumed at this level of analysis are regional in nature and would reflect changes in the regulatory environment rather than direct impacts of the

project. Examples of this can include more robust monitoring resulting from the AB-52 or SB-18 Tribal consultation, or adherence to local or regional mitigation strategies. At this level there is an assumption in which mitigation included in the IS can fully mitigate impacts below County threshold for all impacts resulting in a negative declaration (ND) or mitigated negative declaration (MND).

3. Review and edit the draft IS with County based on County's recommendations. Consultant requests a single set of consolidated County comments on draft documents.

4. Prepare the public review draft of the IS with supporting materials. This involves all the requisite notice of intent forms, and State clearinghouse forms. Consultant shall provide twelve (12) paper copies of the draft document with the Housing Element and any technical information on a CD or USB Thumb Drive. Consultant shall also ensure that all documents are suitable for posting.

5. Response to comments on the document. While not required by CEQA, County typically requires a written response to comments received on environmental documents. Consultant shall draft the responses and work with County staff to refine the final document prior to the public meeting.

6. Work with County staff to prepare the resolution adopting the document and assist with a summary of the CEQA process for the staff report material. Consultant shall attend the adopting hearings to answer questions on the CEQA process.

7. Draft the Notice of Determination to be filed with County Recorder Clerk and the State Clearinghouse, ending the CEQA process and starting the 30-day appeal period.

**Assumptions:**

- A. Mitigation measures can reduce impacts below County impact thresholds.
- B. Minimal or no technical analysis (e.g., traffic, air quality, greenhouse gas [GHG], energy, noise, model runs)

**Deliverable(s):**

- Complete environmental review analysis and appropriate CEQA process and documents.

## **TASK 16: SB 18 AND AB 52 CONSULTATIONS**

In Task 15, Consultant shall draft a letter for placement on County letterhead to NAHC for a tribal contact list in accordance with SB 18. Based on the list from the NAHC, Consultant shall draft letters to each of the tribes inquiring whether they want consultation. Simultaneously, Consultant shall also send letters to any tribes that have notified County that they wish to be consulted as part of AB 52 process. As consultation for AB 52 and Section 21080.3.1 of CEQA is a government-to-government process, it must be initiated by the local government agency, and cities are usually represented at the consultation(s). Consultant shall facilitate and attend the consultation(s). Pursuant to SB 18, tribes identified by NAHC shall receive a written letter notifying them of the proposed project and asking if they wish to consult; tribes who notified County under AB 52 shall also be notified of the project and asked if they desire to consult in accordance with AB 52 and Sections 21080.3.1 and 21080.3.2 of CEQA. Following the consultation meeting (or conference call), Consultant shall provide the written results of consultation and a record for the environmental documentation showing that AB 52 consultation has been completed. Completion of the AB 52 process is needed prior to circulation of the document for public review. Completion of the SB 18 process is needed prior to taking action on the project.

### **Deliverable(s):**

- Draft letter to NAHC
- Draft letters to identified tribes
- Documentation of consultations
- Written results of consultation, including closure of AB 52 consultation

## **TASK 17: FINAL ADOPTED HOUSING ELEMENT**

Upon adoption of the Final Draft Housing Element by the Board, Consultant shall prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions of the Housing Element. The Housing Element shall be distributed to HCD, County Departments, and other stakeholders. Consultant shall assist County in achieving State certification of the Housing Element after adoption by the Board and perform all tasks necessary to obtain HCD certification.

### **Deliverable(s):**

- One (1) electronic copy (in MS Word), one (1) electronic copy (in PDF), and twenty (20) bound copies of the adopted Final Draft Housing Element.



**TASK 18 (OPTIONAL): ANALYSIS TO DETERMINE DISADVANTAGED COMMUNITIES (SB 244)**

**Task 18.1 Initial Analysis to Determine Disadvantaged Communities**

Consultant shall complete an initial review to determine whether any disadvantaged communities exist in the unincorporated area of County which meet the requirements of SB 244 (Wolk, 2011). SB 244 defines a disadvantaged unincorporated community (DUC) as a place that contains ten (10) or more dwelling units in close proximity to one another; is either within a county sphere of influence, is an island within a city boundary, or is geographically isolated and has existed for more than fifty (50) years in an unincorporated area; and has a median household income that is eighty (80) percent or less of the statewide median household income.

**Optional Task 18.1 Deliverable:**

- Consultant shall conduct an analysis to address the requirements of SB 244. Following preliminary analysis, County staff will make final recommendations to Consultant on the list of DUCs to fully analyze if any are identified

**Task 18.2 Complete Analysis of Identified Disadvantaged Communities**

Based on Consultant's initial review, additional analysis may need to be completed. If such analysis is necessary, Consultant shall complete the following:

- Identify any DUCs, and prepare a map identifying any such areas.
- Review water, wastewater, stormwater drainage, and structural fire protection needs in unincorporated communities with ten (10) or more dwellings, and analyze financing mechanisms that could feasibly be used to extend services to those communities.
- Identify options for financing alternatives that could make the extension of services to these communities financially feasible.
- Work with County staff to determine whether County is in the process of or will in the near future lose any territory to annexation that could be impacted by SB 244.
- Work with County to determine whether any local developers may be impacted by the annexation piece in this part of the statute. If developers are impacted, Consultant shall notify the identified developers.

Consultant shall conduct an analysis to address the requirements of SB 244 and prepare a memo for County staff to present at a public hearing to address the requirements.

**Optional Task 18.2 Deliverable:**

- Consultant shall prepare a memo analyzing whether the identified DUCs are underserved by infrastructure or services. If SB 244 analysis determines there are underserved disadvantaged communities in the unincorporated County, an amendment to the General Plan Land Use Element or other relevant elements shall be necessary to comply with SB 244.

**Task 18.3: Amendment of the Land Use Element**

Once Consultant has completed the analysis in Task 18.2, Consultant shall either: (1) determine that an amendment to the Land Use Element is required; or (2) conclude that no targeted SB 244 Land Use Element amendments would be necessary. If it is determined that an amendment is required, Consultant shall work with County staff to prepare policies to be included in the Land Use Element or other applicable General Plan elements and shall provide suggested funding sources to address the identified service or infrastructure deficiencies identified.

**Optional Task 18.3 Deliverable:**

- If requested by County’s Contract Administrator, Consultant shall prepare a memo containing policies to amend the Land Use Element or other applicable General Plan elements as well as potential funding sources to address the needs identified in the Task 18.2 memo to address the requirements of SB 244.

Consultant shall not undertake any services under this Task without the express written approval of County’s Contract Administrator.

**Project Contingency**

This item provides for unanticipated services or costs necessary to successfully complete the project. Services may include, but are not limited to:

- Additional Meetings.
- Additional data collection or analysis.
- Board requested tasks.
- Additional Board presentations.

Consultant shall not undertake any services under Project Contingency without the express written approval of County.

**PlaceWorks, Inc.**

**Exhibit B**

**Rate Schedule**

<b>Classification</b>	<b>Rate</b>
Principal in Charge/Project Manager	\$195/hour
Associate Planner/Assistant Project Manager	\$140/hour
Senior Associate Planner	\$160/hour
Associate Principal/CEQA	\$215/hour
Environmental Planner	\$110/hour
Associate Planner	\$125/hour
Project Planner	\$115/hour
Planner	\$100/hour
GIS	\$110/hour
Graphics	\$105/hour
Technical Editor	\$135/hour
Word Processing/Clerical	\$125/hour

Reimbursement for mileage and/or travel expenses for Consultant shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.

**PlaceWorks, Inc.**

**Exhibit C**

**Cost Proposal\***

<b>Item</b>	<b>Cost</b>
Task 1: Project Initiation	\$ 1,459
Task 2: Project Management	\$ 3,182
Task 3: Document Review	\$ 704
Task 4: Evaluation of the 2013-2021 Housing Element	\$ 2,713
Task 5: Housing Needs Analysis	\$ 4,029
Task 6: Housing Constraints	\$ 4,590
Task 7: Housing Resources and Opportunities	\$ 5,131
Task 8: Housing Goals, Policies, and Quantified Objectives	\$ 3,142
Task 9: Housing Element Steering Committee Meetings	\$ 2,938
Task 10: Community/Stakeholder Workshops	\$ 7,757
Task 11: Planning Commission and Board Meeting and Workshops	\$ 7,120
Task 12: Administrative Draft Housing Element	\$ 5,967
Task 13: Public Review Draft Housing Element	\$ 3,983
Task 14: HCD Submittal and Revision of Draft Element	\$ 7,966
Task 15: Environmental Review	\$ 27,984
Task 16: SB 18 and AB 52 Consultations	\$ 1,112
Task 17: Final Adopted Housing Element	\$ 1,275
OPTIONAL	
Task 18: Analysis to Determine Disadvantaged Communities	\$ 10,435
<b>Subtotal:</b>	<b>\$ 101,487</b>
<b>Direct Costs</b>	<b>\$ 2,024</b>
<b>Project Contingency</b>	<b>\$ 10,351</b>
<b>Total Proposed Contract Budget Cost Estimate</b>	<b>\$ 113,862</b>

\*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 services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work Tasks and items of work, Direct Costs, and Project Contingency identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded. Direct reimbursable expenses shall be billed at cost.