



Contract Number

SAP Number

Land Use Services Department

Department Contract Representative	Jessica Ban
Telephone Number	909-387-0202
Consultant	PlaceWorks, Inc.
Consultant Representative	Colin Drukker
Telephone Number	714-966-9220
Contract Term	2/15/21-6/30/2024
Original Contract Amount	\$637,500
Amendment Amount	N/A
Total Contract Amount	\$637,500
Cost Center	6950001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to obtain consulting services to prepare the County's 6th Cycle Housing Element (Element), Bloomington Land Use and Infrastructure Planning and other related work associated with the scope of activities authorized by the Local Early Action Planning (LEAP) Grants Program Funds previously awarded to the County by the California Department of Housing and Community Development (HCD); and

WHEREAS, the County desires to use PlaceWorks, Inc. (Consultant), who has assisted in the completion of, and who has the capability to expand upon, the Countywide Plan (CWP) and the CWP's Program Environmental Impact Report (EIR)(SCH No. 2017101033), Bloomington technical studies, Bloomington Community Action Guide, and the Valley Corridor Specific Plan, to provide the services identified above; and

WHEREAS, based upon the Consultant's specialized expertise and knowledge from their work with the County on the CWP and other studies, the County finds Consultant qualified to provide the highest quality and most cost-effective services for preparing the Element, Bloomington Land Use and Infrastructure Planning and other related work; and

WHEREAS, the County desires that such services be provided by Consultant and Consultant agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Consultant mutually agree to the following terms and conditions:

A. RESERVED

B. CONSULTANT RESPONSIBILITIES

A detailed Scope of Work (SOW) which includes a Project Description, Deliverables and Budget are included in Attachment A of this Contract and incorporated herein by reference. Grant Task numbers referenced below in parentheses shall be used on all invoices. The associated Kick-Off Meeting (Grant Task 1.1) and project coordination are also required.

B.1 6th Cycle Housing Element

The Housing Element identifies the County's housing conditions and needs, establishes the goals, objectives and policies that are the foundation of the County's housing strategy, programs and actions to implement the Element by accommodating growth, producing an opportunity for the development of new housing units and preserving existing housing stock and must comply with the various requirements of Housing Element Law.

B.1.1 Preliminary and Draft Land Inventory (Grant Tasks 1.3 and 1.4) – Consultant shall prepare appropriate mapping, documentation, and HCD required reports and models necessary for preparation of the Housing Element. Address County staff, HCD and public comments.

B.1.2 Preliminary and Draft Housing Element (Grant Tasks 1.5 and 1.6) – Consultant shall prepare appropriate documents, appendices and other needs of a complete Housing Element as required by Housing Element Law. Address County staff, HCD and public comments.

B.1.3 Adoption of Housing Element (Grant Task 1.9) – Consultant shall prepare draft presentation for review by County staff. Participate in presentation and respond to comments at Planning Commission and Board of Supervisors public hearings.

B.1.4 HCD Certification and Final Housing Element (Grant Task 1.7) – Consultant shall prepare final Housing Element package required for certification by HCD as required by Housing Element Law.

B.1.5 Use of ADUs for Housing (Grant Task 1.5) – Consultant shall prepare a plan for facilitating ADUs to accommodate growth.

B.1.6 RHNA (Grant Task 1.7) – Consultant shall assist the County in preparing or addressing requirements for final RHNA numbers or appeals.

B.2 Bloomington Land Use and Infrastructure Planning

Detailed land use and infrastructure planning in the community of Bloomington will accelerate the production of housing in the Valley Corridor Specific Plan and other areas in Bloomington that are being intensified through the CWP, building upon years of previous land use and infrastructure planning to accelerate the availability of sewer service and treatment capacity. The Bloomington area is largely served by the City of Rialto (City) for sewer service. However, the City's plans historically considered Bloomington to be a rural community that relied on septic systems, resulting in long-term treatment capacities that considered only the urbanized growth within Rialto's incorporated boundaries.

B.2.1 Interim Development Agreement (Grant Task 2.1) – Consultant shall evaluate options for expansion of infrastructure to support future housing in the Bloomington area.

B.2.2 Extraterritorial Agreement (Grant Task 2.2) – Consultant shall prepare the Extraterritorial Agreement and coordinate with legal counsel from both the City and County and the San Bernardino Local Agency Formation Commission (LAFCO), as needed, for the expansion of sanitary sewer collections and wastewater treatment for the Bloomington area as it is predicated on acceptance of the areas not already served or within the City's sphere of influence into the City's authority boundaries for sewer service.

B.2.3 Comprehensive DIF Nexus Study (Grant Task 2.3) – Consultant shall prepare a comprehensive Development Impact Fee (DIF) Nexus Study to evaluate funding options available to the County related to sanitary sewer improvements in the Bloomington area. The Mitigation Fee Act (AB 1600), approved in 1987, allows municipal governments to charge a special assessment in connection with approval of development activities. The DIF Nexus Study shall evaluate the feasibility and determine the applicability of the DIF

process to defray a portion of the cost for collections and treatment system improvements related to sanitary sewer service in the community.

- B.2.4 *Draft and Final Infrastructure Plans (Grant Tasks 2.4 and 2.5)* – Consultant shall prepare infrastructure plans for the Bloomington Community to focus on sewer infrastructure with the equivalent level of a system-wide facilities master plan, which is an essential element in organized and fiscally responsible development and management of infrastructure entities. The Consultant shall be master planning the facilities to include tasks such as: 1) system network hydraulic modelling to validate system-wide performance and/or identify existing system deficiencies; 2) determine future system demands, supply requirements and flow generation; and 3) test and evaluate alternative analysis, and create a roadmap to cost effectively implement new improvements that are sized and scaled for ultimate buildout. The Consultant shall develop an accurate and calibrated computerized GIS-based hydraulic model as the primary tool in achieving these goals. The hydraulic model will be established based on the existing City of Rialto hydraulic model data utilized for City collections system master planning. In the event the City does not make the modelling data available to the Consultant, the hydraulic modelling effort will focus on the expansion of the collections system within the Bloomington plan area only. The hydraulic model shall provide the ideal tool for evaluation options to address capacity issues, identify means of redundancy, quantify level of service, assess risk management, and numerous other scenarios.
- B.2.5 *Provider Consultation (Grant Task 2.6)* – Consultant shall coordinate and consult with the City for the advanced infrastructure planning effort in Bloomington. The City operates a small portion of sanitary sewer collection system within the Bloomington area and will provide the connection with service trunk mains for future build out of the sewer collection system as Bloomington grows and connects both new or redevelopment and transitions existing development from septic to sewer systems. Consultant shall integrate the system master planning and hydraulic model into the plan and model maintained by the City to avoid potential conflicts and future system deficiencies. Consultant shall work with the City for a more comprehensive understanding of the current wastewater treatment plant operations, current treatment methodology, demand, and capacity. Consultant shall integrate the impacts associated with future influent flows from the Bloomington area into the planning efforts for the system capacity upgrades at the Waste Water Treatment Plant (WWTP). Consultant shall also include the costs for such upgrades, along with a potential DIF or alternative funding requests.

B.3 California Environmental Quality Act (CEQA) Clearance

If required, Consultant shall prepare the appropriate environmental analysis, as determined by the County, to obtain clearance for both the Housing Element (Grant Task 1.8) and the Bloomington Land Use and Infrastructure Planning (Grant Task 2.9). Contract costs include a Negative Declaration or Addendum. Other types of environmental clearance will require additional funding.

B.4 Community Outreach

Community outreach for the Housing Element (Grant Task 1.2) will include web-based meetings or tools. Community outreach for the Bloomington Land Use and Infrastructure Planning (Grant Task 2.7) will include digital meetings, mailers and interviews.

B.5 Zoning Changes (Grant Task 2.8)

Based on the outcome of the land use inventory for the Housing Element, Consultant shall prepare a draft zoning map for the Bloomington community and draft ordinance for adoption by the Board of Supervisors. Preparation of the zoning map and ordinance will need coordination with County staff, including legal counsel.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and County.

C.3 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other consultants for the same or similar services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

C.4 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.5 Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any County facility.

C.6 Change of Address

Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.8 Compliance with County Policy

In performing the services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and

subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.9 Confidentiality

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.10 Primary Point of Contact

Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to County inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

C.11 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the ***County's Vision for a skilled workforce and jobs that create countywide prosperity***, and its ***goal to Create, Maintain and Grow Jobs and Economic Value in the County***. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.12 County Representative

The Director of the Department or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Consultant. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Consultant certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material

condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Consultant has with the County, if the Consultant or Consultant's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's environmentally preferable purchases. Consultant must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

C.20 Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible

form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Article D—Term of the Contract. Unless otherwise directed by County, Consultant may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Consultant agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Consultant. The County will not be liable for any such purchase made between the Consultant and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Consultant's personnel, consultants, subcontractors, services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity

and not as officers, employees, or agents of the County of San Bernardino. Any provision of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

C.34 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.35 Subcontracting

Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

- 35.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 35.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 35.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Consultant agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

C. 36 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for County.

C.37 Termination for Convenience

The County and the Consultant each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.38 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.39 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.40 Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project or any future phases of a Project on which it has previously performed work that was assigned to it under this Contract. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment B) that the Department Director has determined Consultant meets Disclosure Determination number 1 and that no disclosure/disclosure is required.

C.41 Former County Administrative Officials

Consultant agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.42 Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.43 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Consultant as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.44 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

C.45 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Consultants are cautioned that making a false certification may subject the Consultant to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.46 Reserved

C.47 Errors, Omissions and/or Conflicts

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should County suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to County for costs of all such damages.

C. 48 Reserved

C. 49 Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethic (in which Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be time for such in an emergency). Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without Department's prior approval.

D. TERM OF CONTRACT

This Contract is effective as of February 15, 2021 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one additional year by mutual agreement of the parties.

E. COUNTY RESPONSIBILITIES

E.1 The County is responsible for submitting invoices for reimbursement to HCD quarterly or upon completion of deliverables identified in Section B, whichever occurs first.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$637,500 and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

F.2 Consultant's "proposed budget", attached as Attachment A, hereto, sets out the Consultant's estimate of the cost (including wages) of completing the Scope of Work. The proposed budget was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its proposed budget, including excess costs related to delays in completion of the Project. Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Attachment A.

F.3 Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.

Consultant's monthly invoice shall include the following:

- The necessary documentation and deliverables required by the LEAP Grant and listed below;
 - The LEAP Grant's Standard Agreement requires the following reimbursements documentations:

- Names of the personnel performing work;
 - Dates and times of project work;
 - Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Scope of Work (SOW), including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s), and contractor, sub-recipient and subcontractor invoices; and
 - Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- A written summary of the associated accomplishments;
 - Accomplishments expected for the following month and their potential issues;
 - A budget matrix tracking hours and costs by Grant Task numbers and consultants, along with the overall invoicing and budget available;
 - The overall schedule for the project; and
 - Include Grant Task numbers as identified in Section B.
- F.4** Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.5** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.
- F.7** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Consultant shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Consultant agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.8** Consultant shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out the negligent acts, errors or omissions of Consultant in the performance of this Contract and for any reasonable costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Consultant indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Consultant and County or between County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any

insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

- G.11** Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- G.11.6** **Reserved**

- G.11.7** **Reserved**

H. SUCCESSORS AND ASSIGNS

H.1 This Contract shall be binding upon County and Consultant and their respective successors and assigns.

H.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.

H.3 **Death or Incapacity:** If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

I. RIGHT TO MONITOR AND AUDIT

- I.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- I.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

- J.1** Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- J.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Consultant but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due to Consultant under this Contract and the balance, if any, shall be paid by Consultant upon demand.
- J.3** Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Land Use Services Department
385 N. Arrowhead Avenue, 1st Floor
San Bernardino, CA 92415
Attn: Administration

PlaceWorks, Inc.
3 MacArthur Place
Suite 1100
Santa Ana, CA 92707
Attn: Colin Drukker

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

M. ELECTRONIC SIGNATURE COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the County of San Bernardino and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

PLACEWORKS, INC.

(Print or type name of corporation, company, contractor, etc.)

►
Curt Hagman, Chairman, Board of Supervisors

By ► 
(Authorized signature – sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Colin Drukker
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title Principal
(Print or Type)

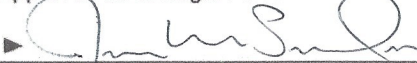
By _____
Deputy

Dated: 1/20/21

Address 3 MacArthur Pl, Ste 100
Santa Ana, CA 92707

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Jason Searles, Deputy County Counsel

Date 1/21/21

Reviewed for Contract Compliance

► Jevin Kaye
Jevin Kaye, Assistant Director

Date 1/22/21

Reviewed/Approved by Department

► Terri Rahhal
Terri Rahhal, Director

Date 1/22/21

ATTACHMENT A
SCOPE OF WORK



December 28, 2020

Karen Watkins, Planning Manager
County of San Bernardino
Land Use Services Department
385 N. Arrowhead, First Floor
San Bernardino, CA 92415

Subject: Proposal for Housing Element Update & Bloomington Land Use & Infrastructure Planning

Dear Ms. Watkins:

We are pleased to submit a proposal for preparation of the 2021-2029 update to the County's housing element and to provide land use and infrastructure planning for the Bloomington community planning area.

Both efforts are being conducted after the phased completion of a comprehensive update of the County's general plan update (aka the Countywide Plan or CWP). The housing element will be consistent with the CWP, the values expressed by the community throughout the CWP preparation, and the vast new statutory requirements and best practices with respect to housing.

The infrastructure analysis will help the County evaluate how to accelerate housing production in one of the few areas identified in the CWP for more intense residential growth. PlaceWorks will team with Dudek to develop detailed, project-level utility infrastructure planning studies for the Bloomington community planning area. The goal of the infrastructure planning effort is to create a roadmap to cost effectively implement new improvements that are sized and scaled for ultimate buildout. An accurate and calibrated computerized, GIS-based hydraulic model is the primary tool in achieving these goals. Once developed, the hydraulic model provides the ideal tool for evaluation options to address capacity issues, identify means of redundancy, quantify level of service, assess risk management, and numerous other scenarios.

We look forward to the opportunity to continue working with the County on its long term planning endeavors. Please contact me if you have any questions.

Respectfully submitted,

PLACEWORKS



Colin Drakker
Principal

Scope of Work

TASK 1. 6TH CYCLE HOUSING ELEMENT

Task 1.1 Kick-off Meeting and Coordination

Kick-off Meeting. Effective project planning and ongoing management will be essential to keep the project on track and ensure that data needs and tasks are scheduled accordingly to keep the project moving forward and ensure deadlines are met. PlaceWorks will prepare for and attend a virtual kick-off meeting to exchange information and initiate work on the housing element update. During the project kick-off call, PlaceWorks will:

- Review the scope of work and schedule
- Discuss overall project outcomes and concerns
- Refine project outreach efforts and needs
- Review housing element legal requirements
- Itemize next steps for keeping the project on track

A significant portion of the meeting should be dedicated to outreach needs. A subsequent meeting may be needed to finalize the outreach approach.

Project Management. PlaceWorks will communicate with County staff via phone and email and prepare monthly progress reports to accompany invoices. Given the current state of COVID-19, the scope anticipates meetings to take place exclusively via phone and virtual software. PlaceWorks will continue to maintain an FTP site for the transmittal of key deliverables and other project materials between County staff and PlaceWorks. PlaceWorks will conduct the tasks and produce the deliverables consistent with the County's LEAP grant, delivering invoices in a manner that facilitates the County's reporting and reimbursement process.

Document Review. Complementing our existing set of knowledge and materials, PlaceWorks will review relevant documents to refine our understanding of local conditions and needs. We will submit a data needs list for additional information which will include, but are not limited to:

- Housing element annual progress reports
- Consolidated Plan, Action Plans, and Analysis of Impediments to Fair Housing (including outreach materials and survey results)
- Recent development projects, code amendments, and applicable programs and ordinances

Deliverable(s):

- Kick-off meeting agenda and data needs lists
- Monthly invoices and project status reports

Task 1.2 Community Outreach

Section 65583(c)(7) of the Government Code requires a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element. To date, the County has employed an extensive outreach and engagement process during the Countywide Plan effort. Moreover, the County has held and participated in other housing specific planning efforts – the Consolidated Plan and Analysis of Impediments to Fair Housing (Con Plan & AI) – which have addressed various stakeholders and community needs. It will be important to frame the housing

element outreach as a continuation of the Con Plan & AI, so that the public understands the ongoing nature of refining and crafting the County's housing-related programs, policies, and strategies (as opposed to a separate, one-off effort).

PlaceWorks will collaborate with County staff in developing a participation, communication, and information strategy (PCI Strategy) that provides detailed guidance for community outreach during the project, informed by clear objectives and strategies for achieving successful results. In recognition of the tight statutory timeframes, it will be essential to be focused, deliberate, and intentional in County outreach efforts. Outreach may thus be more targeted, focusing on specific stakeholder needs or community issues rather than large scale canvassing of the various communities. Additionally, given the current state of COVID-19, outreach efforts will need to rely upon electronic means (phone calls, web-based surveys, etc.). Until such time that PlaceWorks' corporate policy allows for in-person community outreach or other public meetings, this scope of work assumes County staff will be responsible for in-person attendance at meetings.

Additionally, while the County's role in other tasks in this scope of work is primarily to provide information and conduct reviews of draft products, County staff will also be responsible for conducting much of the outreach. PlaceWorks will primarily help craft the outreach strategy and help develop associated tools and materials, conducting or assisting with some of the outreach directly.

As an opening task, PlaceWorks will create a memo outlining the PCI Strategy to outline:

- Objectives for public involvement
- Review of guiding principles for conducting the outreach process
- Activities (purpose, schedule, approach, logistics, and responsibilities)
- Role, charge, and anticipated meetings (virtual or in-person)
- Communication techniques, consistent with established County protocols

Deliverable(s):

- PCI Strategy memo
- Assistance on a time and materials basis to prepare and execute outreach tools, attendance at virtual meetings, stakeholder interviews, etc.

Task 1.3 Preliminary Land Inventory

PlaceWorks realizes that identifying adequate sites is always a difficult undertaking, especially given the extraordinarily large 6th cycle RHNA allocation. We will evaluate the current sites inventory and compare it with the CWP buildout projections, relying upon the CWP's analysis of development constraints and attractors to quickly assess the County's best RHNA strategy. We will also apply new state law requirements, such as:

- Additional analysis for sites smaller than one-half acre, larger than 10 acres
- Additional analysis for underutilized sites
- Identify sites included in the past two housing element cycles that must now allow affordable housing by-right
- Identify if sites are publicly owned
- Determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing
- Indicate whether a site has available or planned and accessible infrastructure

We will monitor the evolution, if any, of deadlines, projections, or other information overseen by the Southern California Association of Governments or State of California regarding the 2021–2029 cycle. The role of accessory dwelling units

(ADUs) in accommodating a portion of the County’s RHNA will be evaluated and maximized base on direction from the state and the degree of incentives or facilitation created through the County’s housing programs. While assessing the County’s land resources, we will also identify residential developments in hazard areas that do not have at least two emergency evacuation routes. This required action is triggered by a housing element update and the information can be located in the housing element or inserted into the County’s Hazards Element (Senate Bill 99 approved in August 2019).

Deliverable(s):

- Initial sites inventory identifying possible candidate sites, with maps provided in PDF and web-based formats
- Mapping of residential developments in hazard areas that do not have at least two evacuation routes (SB 99)
- Preliminary sites inventory suitable for inclusion in the housing element and for discussion with HCD

Task 1.4 Draft Land Inventory

PlaceWorks will refine the preliminary draft land inventory based on input from County staff, property owners, stakeholders, the general public, and regulatory agencies (including HCD). The revised inventory will also be input into the state’s electronic format. Additional narrative, as required by state law, will be provided for the element to demonstrate the feasibility of infill and various densities, infrastructure availability, governmental and nongovernmental constraints, and financial and programmatic resources.

Deliverable(s):

- Revised sites inventory, maps provided in PDF and web-based formats
- Sites inventory programmed into the state electronic database format
- Preliminary sites inventory suitable for inclusion in the housing element and for discussion with HCD

Task 1.5 Preliminary Draft Housing Element

This task involves the physical documentation and analysis of data required for the housing element, based on statutory requirements, HCD technical memorandums, and the Building Blocks material provided on HCD’s website. PlaceWorks will develop a condensed version of the draft housing element to be incorporated into the CWP web-based format as well as a technical appendix that will address state requirements. The technical appendix will likely follow the format of the current housing element, modified as necessary to address new laws and required analyses such as AB 686 and the topic of fair housing (HCD has indicated the County’s analysis of impediments to fair housing, recently updated in April 2020, will not suffice). Our budget assumes a one round of review to obtain comments on the internal draft document, with edits made to produce the preliminary draft. To avoid conflicting direction and budget or schedule issues, PlaceWorks requests that staff provide one consolidated set of County comments on the internal draft.

Deliverable(s):

- Internal draft housing element (Word and PDF formats)
- Preliminary draft housing element (Word and PDF formats)

Task 1.6 Draft Element

Based on edits from the County on the preliminary draft, PlaceWorks will produce a draft housing element for submittal to the State of California, for public release on the CWP website, and for review by decision makers. Our budget assumes up to two rounds of edits from HCD: the first during a preliminary review that will precede the certification review process and the second based upon HCD’s written review letter.

Deliverable(s):

- Draft housing element (Word and PDF formats) suitable for submittal to HCD
- Revised draft housing element (Word and PDF formats) based on edits from HCD

Task 1.7 Certification & Final Housing Element

In the past, HCD typically conducted 2-3 rounds of review followed by a conditional letter of compliance stating that the housing element, if adopted in substantially the same form, will be deemed in compliance with state law. HCD has indicated that it seeks to reduce the number of rounds of review by conducting a preliminary review well in advance of a formal submittal. PlaceWorks will serve as your liaison to HCD to help coordinate and conduct the preliminary review and the formal submittal and review process. This includes:

- Submittal of a draft housing element (or portions as appropriate) for a preliminary review by HCD
- Submittal of the revised draft housing element to HCD along with a submittal letter and completed review checklist for the 60-day review
- Conference calls with HCD staff and County staff to answer questions and address issues
- Resubmittal of the revised draft housing element with requested changes to HCD to address compliance issues that arose from the initial 60-day review
- Submittal of adopted housing element to HCD for 90-day certification

It is important to note that legislation is continuing to change and HCD is continuing to issue technical memorandums that interpret existing and new legislation. Should additional HCD reviews or more extensive analysis be required (particularly RHNA sites related), PlaceWorks will notify the County immediately if additional budget is needed.

Deliverable(s):

- Two submittals for review to HCD including cover letters, the review checklist, and copies of the housing element (Word and PDF formats)
- Emails and memorandums to address HCD questions and comments, as needed; memos with proposed revisions to the housing element resulting from HCD comments incorporated into the housing element in a strikethrough format for review and approval by County staff
- HCD certification (conditional for the 60-day review and final for the 90-day review)

Task 1.8 CEQA Clearance

At this time, it appears that the housing element will be eligible to be processed with an Addendum to the Countywide Plan Program EIR (CWP PEIR) for CEQA clearance. Section 15162 of the State CEQA Guidelines lists the conditions under which a subsequent EIR would be required for a new/revised project related to an original EIR. These conditions include: 1) substantial project changes would result in a new significant impact, 2) changes would result in a substantially more severe impact; or 3) a change in circumstances would involve new significant environmental impacts. Preparation of an addendum to an EIR is appropriate when none of the conditions specified in CEQA Guidelines Section 15162 are present, and where some minor technical changes to the previously certified EIR are necessary (Guidelines § 15164a). This preliminary assessment (eligibility for an Addendum) is based on the assumption that the housing element will not propose any land use changes (including changes to allowed housing density) to the approved CWP.

An EIR Addendum will be prepared to include the following sections: Introduction, Environmental Setting, Project Description, Environmental Checklist, Environmental Analysis, Mitigation Measures, List of Preparers, References, and Appendices. The environmental checklist will be a modified CEQA Guidelines Appendix G checklist. The topics and questions will be the same as the checklist, but the column headings for responses will be appropriate to an addendum:

- Substantial Change in Project or Circumstances Resulting in New Significant Effects
- New Information Showing Greater Significant Effects Than Previous EIR
- New Mitigation or Alternative to Reduce Significant Effect if Declined

- Minor Technical Changes or Additions
- No Impact

The 2020 certified CWP PEIR will serve as the baseline for the proposed project and the Addendum. Since no land use changes are anticipated, the Addendum will substantiate that the housing element policies would not result in direct or indirect significant environmental impacts. Similarly, the Addendum will review the potential for any policy revisions to affect the mitigating effect of policies documented in the CWP PEIR. Our proposed scope of work does not include any technical studies or modeling, or the need for subconsultants.

This scope assumes one iteration of review/revisions to the document to be accepted by the County. It assumes on-going project management and coordination, including conference calls with the County team, to complete the Addendum. Our environmental Project Manager will attend and participate in one public hearing, if requested.

Deliverable(s):

- Draft EIR Addendum
- Final EIR Addendum

Task 1.9 Adoption

Once the draft housing element has been conditionally certified by HCD, PlaceWorks will attend one hearing each before the Planning Commission and one before the Board of Supervisors recommending adoption of the housing element. PlaceWorks will prepare presentations for each meeting summarizing the work conducted, key findings of the review, and final element.

Deliverable(s):

- PowerPoint Presentation
- Attendance and presentation at PC and BOS hearings

TASK 2. BLOOMINGTON LAND USE & INFRASTRUCTURE PLANNING

Task 2.1 Interim Development Agreement

This task will produce draft interim development agreement that the County will employ for new development that is entitled before this project is complete and new development impact fees are established. The County intends the use of the interim development agreement to secure property owner commitments to pay development impact fees once established. There continues to be developer interest in Bloomington, forcing the County to choose between facilitating private sector investment in the community while the market is supportive or restricting development until development fees to pay for needed infrastructure can thoughtfully be put in place. The interim development agreement will bridge this gap.

PlaceWorks and Dudek will review a sample of existing development agreements provided by County staff. Based on this review and the understanding of the overall project and infrastructure needs in Bloomington, our team will prepare a draft list of potential content to be covered by the interim development agreement and review this list with County staff to finalize the content (County staff likely to include Land Use Services, Public Works, Special Districts, and Community Development and Housing).

Based on planning and rough cost estimates prepared to date, our team will prepare an initial draft interim development agreement and revise the initial draft based on input from a review meeting with and one round of consolidated comments from County staff. The finalization of a screencheck draft of the interim development agreement will occur

following up to three review meetings with other County departments, most likely to include County Counsel, Finance, County Administrative Office, and County Supervisors. Our team will provide support to County staff for presenting the interim development agreement at public hearings for adoption.

Deliverable(s):

- Screencheck draft of interim development agreement (evaluation of options)
- Up to three review meetings (virtual)
- Support for presenting at public meetings/hearings

Task 2.2 Extraterritorial Agreement

This task will support the adoption of an extraterritorial agreement between the County of San Bernardino and the City of Rialto, which ultimately provides the wastewater treatment for the sewage collection system to be developed in Bloomington. There are many combinations of ways that the installation of sewer infrastructure, the construction of new wastewater treatment capacity at the Rialto sewage treatment plant, and the operation and maintenance of the sewer system can be paid for, owned, and managed. Thus, this task involves sorting through the options, facilitating successful negotiations between the County and the City, and the adoption of an agreement.

PlaceWorks and Dudek will prepare an overview of options for the sewer system in Bloomington and review these options with County staff. Based on the results of this meeting and with development and infrastructure issues in Bloomington, our team will prepare a white paper explaining the issues, identifying the pros and cons inherent in the various options, and providing recommendations for the sewer system that can form the basis for the extraterritorial agreement. PlaceWorks will conduct two meetings with various County staff to review and finalize the white paper.

PlaceWorks will facilitate up to five working meetings with County staff and with County and City staff. The purpose of the meetings is to work toward and establish an extraterritorial agreement between the County and the City. PlaceWorks will provide support to County staff for presenting the extraterritorial agreement at public hearings for adoption by the County and the City.

Deliverable(s):

- Draft extraterritorial agreement
- Up to five meetings (between County and consultant or between County and City)
- Final extraterritorial agreement

Task 2.3 Comprehensive DIF Nexus Study

PlaceWorks and Dudek will conduct the analyses required for and will prepare a development impact fee nexus study, with the following components:

Forecasts. Using the buildout assumptions for the Specific Plan as a starting point, we will forecast the total growth, growth rates, and absorption rate for households, housing units, household population, employment, and nonresidential development for the sewer service area.

Cost Estimates. Using cost estimates prepared to date and any cost data available through Task 2.4, draft infrastructure plan, we will collaborate with County staff to define and refine the scope and costs for inclusion in the development impact fee.

- **Nexus Findings.** We will calculate the fee amount and provide the findings required under the Mitigation Fee Act for establishing development impact fees, including: purpose of the fee and facility description, the specific use of fee

revenue, the relationship between the need for the facility and the type of development, and the relationship between the amount of the fee and the proportionality of cost specifically attributable to new development.

- **Implementation.** We will provide recommendations for the ordinance and resolution required to establish the impact fee for the plan area, fee administration and calculation, developer reimbursements, and future fee adjustments.

PlaceWorks will prepare an initial development impact fee summary for up to three alternative sewer service areas and up to three funding/financing alternatives, with a review of this summary in up to three meetings with County staff. Based on the review meetings, PlaceWorks will prepare a draft nexus study and review the draft study in up to three meetings with staff from various County departments before finalizing the draft impact fee study. Our team will provide support to County staff for presenting the Nexus Fee study and the ordinance adopting the development impact fee at public hearings.

Deliverable(s):

- Draft DIF nexus study
- Up to three meetings with County staff
- Final DIF nexus study
- Support for presenting at public meetings/hearings

Task 2.4 Draft Infrastructure Plan

The City of Rialto operates a small portion of sanitary sewer collection system within the Bloomington area and will provide the connection with service trunk mains for future build out of the sewer collection system as Bloomington grows and connects both new or redevelopment and transitions existing development from septic to sewer systems. Integrating the system master planning and hydraulic model into the plan and model maintained by the City will avoid potential conflicts and future system deficiencies. Consultation with the City (see also Task 2.6) will also allow for a more comprehensive understanding of the current wastewater treatment plant operations, current treatment methodology, demand, and capacity. Impacts associated with future influent flows from the Bloomington area can be integrated into planning efforts for system capacity upgrades at the WWTP and costs for upgrades to the WWTP can be anticipated and included in a potential DIF or alternative funding requests.

Following the project kick-off meeting and in consultation with the County, Dudek will meet with the City to discuss the project and the overall goals. As part of this meeting, Dudek will request the current working hydraulic model files utilized by the City for the sanitary sewer master plan. Dudek anticipates using the existing model as the baseline condition for building the Bloomington plan and model.

Following receipt of the hydraulic model from the City, Dudek will work with PlaceWorks to confirm the proposed land use and phased and ultimate build out scenarios for the Community. Using these build outs, Dudek will prepare a refined scope and cost estimate for the preparation of a conceptual layout of the sewer collections system for incorporation into the City master plan and hydraulic model. The refined scope will be based on the available budget identified in the LEAP grant application and as summarized in our cost estimate.

Upon approval by PlaceWorks and the County of the proposed draft infrastructure plan scope, Dudek will prepare a conceptual layout of the sewer collections system for incorporation into the City master plan and the associated hydraulic model. Based on the results, Dudek will prepare a proposed set of improvements and a preliminary cost estimate (including escalators for phased improvements).

Deliverable(s):

- Internal draft hydraulic model for sewer collections systems, incorporating phased and ultimate buildout scenarios

- Preliminary draft Infrastructure Plan

Task 2.5 Final Infrastructure Plan

Dudek will incorporate County and City (gathered from the scope described in the following task) feedback from the preliminary draft infrastructure plan in a final draft Plan. The Final Infrastructure Plan will be provided to the County for review, with minor (if any) revisions made based on public adoption input to create the final adopted plan.

Deliverable(s):

- Final draft Infrastructure Plan
- Adopted Infrastructure Plan

Task 2.6 Provider Consultation

Dudek will coordinate and consult with the City of Rialto during the preparation of the draft and final plans. This task includes monthly progress update and coordination teleconferences with City and County staff, requests for existing system information and data needed for the preparation of the plan, and submittal of draft and final plans to the City for review and comments.

Deliverable(s):

- Data requests
- Monthly coordination meetings with the City
- Copy of draft and final infrastructure plans to the City for review and comment
- Attendance and presentation at PC and BOS hearings

Task 2.7 Community Outreach

The installation of a sewer system in Bloomington may have implications for existing residents and businesses, including new growth and development, possible zoning changes, and the potential that some existing property owners may have to connect to the system in order for it to be financially feasible. Under this task, our team will facilitate up to three community workshops (most likely virtual outreach) and conduct up to eight stakeholder interviews. The budget includes planning for the outreach, preparing presentations and other content, facilitating the workshops/interview, and summarizing the results.

Deliverable(s):

- Up to three community workshops
- Outreach materials (number and type based on budget and timing)
- Up to eight stakeholder interviews

Task 2.8 Zoning Changes

Depending on the analyses conducted for preceding tasks, it may be necessary to rezone some properties in Bloomington in order to accommodate the scale of development necessary to make the provision of sewer service financially feasible. Under this task, PlaceWorks will prepare zoning maps and/o zoning text amendments.

We will conduct an initial meeting with County staff to identify the nature and extent of needed zoning changes, and then prepare the draft maps and/or text. The budget accommodates two rounds of review meetings and revisions to the drafts. Changes to the zoning map will be provided in a digital GIS format with a PDF format suitable for inclusion in staff reports. Changes to the zoning text will be provided in an editable Microsoft Word format. PlaceWorks will also provide support to County staff for presenting the zoning changes at public hearings.

Deliverable(s):

- Draft zoning map and ordinance
- Final zoning map changes and ordinance text
- Support for presentation at PC and BOS hearings

Task 2.9 CEQA Clearance

The County's grant application allocates a task and funds in the event that zoning changes will be necessary based on the results of the infrastructure analysis. This task assumes that such zoning changes are minor in nature and would only require at most a negative declaration or (CWP) EIR addendum with no technical studies or detailed analysis that would require budget beyond what is identified in the grant application submitted in June 2020. PlaceWorks will inform the County if it determines that the zoning changes are more substantial or other factors require additional analysis or other work in excess of the allocated budget. Our proposed scope of work does not include any technical studies or modeling, or the need for subconsultants.

Deliverable(s):

- Draft Negative Declaration or EIR Addendum
- Final Negative Declaration or EIR Addendum

Proposed Budget and Schedule

PROPOSED BUDGET

The following budget is designed to match that included in the County's LEAP Grant application—see Table 1. Additionally, the County has requested that the housing element task be divided into two phases. Table 2 breaks out the tasks and budget associated with both phases. Please note that the budgets below include labor and reimbursable costs. All deliverables are to be provided in electronic format only and outreach in 2021 will likely be virtual, reducing costs associated with printing and travel, approximately \$10,000 of the total budget is intended for reimbursable costs such as internal printing, software licensing, and delivery. Labor costs for general project management for Task 2 (Bloomington Land Use and Infrastructure Planning) is spread throughout all subtasks. Finally, Dudek is included as a subconsultant and their budget includes a 10% markup. If the County wishes to contract with them separately, the budget totals would remain the same for each task and the County could determine how to distribute the 10% (to County staff or to provide Dudek with more hours).

Table 1. Proposed Budget (County budget/grant total shown only for reference)

Task	PlaceWorks	Dudek	Consultant Total	County	Grant Total
1. 6th Cycle Housing Element	\$200,000	-	\$200,000	\$50,000	\$250,000
1.1 Kick-off and coordination	\$7,500	-	\$7,500	-	\$7,500
1.2 Community outreach	\$15,000	-	\$15,000	\$15,000	\$30,000
1.3 Preliminary land inventory	\$20,000	-	\$20,000	\$5,000	\$25,000
1.4 Draft land inventory	\$7,500	-	\$7,500	\$2,500	\$10,000
1.5 Preliminary draft element	\$55,000	-	\$55,000	\$5,000	\$60,000
1.6 Draft element	\$30,000	-	\$30,000	\$5,000	\$35,000
1.7 Cert & final housing element	\$20,000	-	\$20,000	\$5,000	\$25,000
1.8 CEQA clearance	\$40,000	-	\$40,000	\$10,000	\$50,000
1.9 Adoption	\$5,000	-	\$5,000	\$2,500	\$7,500
2. Bloomington Land Use/Infr Planning	\$200,000	-	\$437,500	\$50,000	\$462,500
2.1 Interim development agreement	\$20,000	\$2,500	\$22,500	\$2,500	\$25,000
2.2 Extraterritorial agreement	\$44,500	\$3,000	\$47,500	\$2,500	\$50,000
2.3 Comprehensive DIF nexus study	\$44,500	\$3,000	\$47,500	\$2,500	\$50,000
2.4 Draft infrastructure plan	-	\$120,000	\$120,000	\$5,000	\$125,000
2.5 Final infrastructure plan	-	\$72,500	\$72,500	\$2,500	\$75,000
2.6 Provider consultation	-	\$22,500	\$22,500	\$2,500	\$25,000
2.7 Community outreach	\$13,500	\$4,000	\$17,500	\$2,500	\$20,000
2.8 Zoning changes	\$47,500	-	\$47,500	\$2,500	\$50,000
2.9 CEQA clearance	\$40,000	-	\$40,000	\$2,500	\$42,500
3. Grant Administration	\$210,000	\$227,500	-	\$25,000	\$37,500
3.1 Grant Administration	-	-	-	\$37,500	\$37,500
Grand Total	\$410,000	\$227,500	\$637,500	\$112,500	\$750,000

Table 2. Proposed Budget Phasing for the Housing Element Update (Task 1)

Task	Phase 1			Phase 2		
	PlaceWorks	County	Total	PlaceWorks	County	Total
1.1	\$3,750	-	\$3,750	\$3,750	-	\$3,750
1.2	\$15,000	\$15,000	\$30,000	-	-	-
1.3	\$20,000	\$5,000	\$25,000	-	-	-
1.4	\$7,500	\$2,500	\$10,000	-	-	-
1.5	\$18,750	\$2,500	\$21,500	\$36,250	\$2,500	\$38,750
1.6	-	-	-	\$30,000	\$5,000	\$35,000
1.7	-	-	-	\$20,000	\$5,000	\$25,000
1.8	-	-	-	\$40,000	\$10,000	\$50,000
1.9	-	-	-	\$5,000	\$2,500	\$7,500
Total	\$65,000	\$25,000	\$90,000	\$135,000	\$25,000	\$160,000

HOURLY FEE SCHEDULE

The hourly rates shown in the following 2021 Fee Schedule will apply during the life of the County's original

STAFF LEVEL	HOURLY BILL RATE
Principal	\$215-\$355
Associate Principal	\$185-\$240
Senior Associate/Senior Scientist	\$165-\$220
Associate/Scientist	\$135-\$200
Project Planner/Project Scientist	\$105-\$145
Planner/Assistant Scientist	\$95-\$120
Graphics Specialist	\$65-\$180
Administrator	\$145-\$205
Clerical/Word Processing	\$45-\$150
Intern	\$75-\$105

Office Expenses (phone, fax, etc.) Billed at 2% of PlaceWorks labor

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.

PROPOSED SCHEDULE

The proposed schedule for completion of the two tasks is intended to mirror that of the schedule in the grant application. For Task 1, the final adoption date is intended to be no later than the 120-day grace period (mid-February 2022). For Task 2, the project schedule will adjust as necessary, but all work will ultimately be completed to align with the LEAP grant expenditure deadline of September 2023 and overall grant deadline of December 2023.

ATTACHMENT B

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.