

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.50
(ID # 13130)

MEETING DATE:

Tuesday, August 04, 2020

FROM: TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Approve the Professional Services Agreement with Michael Baker International, Inc. through June 30, 2025 for General Plan Update: 6th Cycle Regional Housing Needs Assessment Housing Element Update and Land Use Ordinance No. 348 Amendments, Safety Element Update, and the accompanying environmental review, pursuant to the California Environmental Quality Act. All Districts. [Total Cost: \$570,790; and up to \$57,079 in additional compensation - 100% grant funded]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with Michael Baker International, Inc. (Agreement), in the amount of \$570,790 for five years to terminate on June 30, 2025 for General Plan Update: 6th Cycle Regional Housing Needs Assessment Housing Element Update and Land Use Ordinance No. 348 Amendments, Safety Element Update and the accompanying environmental review, pursuant to the California Environmental Quality Act and authorize the Chairman of the Board to execute the Agreement on behalf of the County; and
2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments to modify the statement of work that stay within the intent of the Agreement; including minor modifications to the tasks; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the contract.

ACTION: Policy


Charissa Leach, Assistant TLMA Director

7/23/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 4, 2020
xc: Planning

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 535,879	\$ 28,611	\$ 570,790	\$ N/A
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ N/A
SOURCE OF FUNDS: SB 2 Planning Grants Program / Other Planning Grants 100%			Budget Adjustment: No	
			For Fiscal Year: 20/21 - 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 3, 2020, a Request For Proposal (RFP), TLARC-686, was posted on the County's Purchasing website to seek a consulting firm to assist the Planning Department to primarily update the County's General Plan Housing and Safety Elements and Land Use Ordinance No. 348 (Ord. 348). The County of Riverside, as well as, other members of the Southern California Association of Governments (SCAG) are required to update its General Plan Housing Element by October 2021. As part of this effort, the County's Housing Element will be updated to address its 6th Cycle Regional Needs Assessment (RHNA) allocation and other state housing laws that were passed during the 2017 through 2020 legislation sessions. The County is also required to update the Safety Element upon revisions of the Housing Element and Local Hazard Mitigation Plan (LHMP). It is anticipated that ancillary amendments to other General Plan Elements and select Area Plans will be required to ensure that the General Plan remains internally consistent. The consulting firm will assist the County on completing the amendments to the General Plan and Ord. 348; this includes the environmental review of the proposed project pursuant to the California Environmental Quality Act. The consulting firm will also assist the County on completing the Housing Element Annual Progress Report for duration of the Professional Service Agreement.

The County of Riverside currently has a state certified Housing Element through its adoptions of General Plan Amendment (GPA) No. 1122 and GPA No. 1218, respectively adopted by the Board of Supervisors on December 6, 2016 [Agenda Item No. 16.1] and October 3, 2017 [Agenda Item No. 18.1]. With the adoption of these GPAs, the County demonstrated that it has the land capacity and policies to accommodate its 5th Cycle RHNA allocation of approximately 30,303 units. The County's preliminary 6th Cycle RHNA allocation is approximately 40,000 units. The Housing Element Update project will further analyze the sites selected for the 5th Cycle and identify additional sites that demonstrates capacity to accommodate the County's diverse housing needs. The Housing Element will also address the housing needs of individuals and families experiencing homelessness, include an inventory of surplus of public land suitable for residential development and density bonus provisions, as well as, address other applicable state housing laws.

The last update to the Safety Element, GPA No. 1226, was adopted by the Board of Supervisors on August 6, 2019 [Agenda Item No. 3.38]. The update incorporated new quadrangle seismic hazard datasets and incorporate by reference the recently approved

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County's Multijurisdictional Local Hazardous Mitigation Plan (LHMP). Pursuant to state law, the Safety Element Update project will address climate adaptation, resiliency strategies, evacuation routes, and vulnerability assessment. Emergency events and safety issues relating to environmental hazards are not completely contained exclusively in the unincorporated County; therefore, it is vital to coordinate the Safety Element Update with community members, advocacy groups, local and state agencies, tribal governments, cities, and counties.

The window to respond to the RFP closed on April 9, 2020. The responses to the RFP were reviewed by the evaluation team consisting of representatives from the Planning Department. The evaluation criteria for the bid included overall responsiveness and understanding of the complexity of the RFP requirements, bidder experience and ability, technical capability/qualifications, cost, references, and other factors. Based on the evaluation of the proposals, Michael Baker International, Inc. was selected by the evaluation team as the most responsive/responsible vendor. The Agreement shall be effective through June 30, 2025, unless terminated earlier.

County Counsel has approved as to form the Agreement.

Impact on Residents and Businesses

The Board of Supervisors approval of the Professional Service Agreement between the County and MBI will not have a direct impact on citizens or business. The subsequent updates to the General Plan Housing Element, Safety Element, and associated sections of the General Plan, as well as updates to Ordinance No. 348, will ensure that the County can adequately accommodate its RHNA allocation. Completion of the project will ensure that the County's General Plan is in compliance with state law, while meeting the diverse housing needs of the County's existing and future residents.

Additional Fiscal Information

The Planning Department will be using funds available through SB 2 Planning Grants Program and will seek additional funds through other grant opportunities, such as the Local Early Action Planning Grant, to complete the Project. Maximum payment by the County to Michael Baker International, Inc. shall not exceed \$570,790 through June 30, 2025. The contract amount is anticipated to be divided as follows for Fiscal Year 20/21 through Fiscal Year 24/25, with actual costs to depend on timing of each specific task as it progresses and availability of funding.

Fiscal Years	20/21	21/22	22/23	23/24	24/25
Anticipated Annual Amount	\$535,879	\$28,611	\$2,100	\$2,100	\$2,100

The Housing Element Update will be completed no later than October 2021; the Safety Element Update may be completed before or concurrently with the Housing Element update. The consulting firm will also assist the County on the Housing Element Annual Progress Report through Year 2025.

Contract History and Price Reasonableness

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The County received two bids in response to the RFP TLARC-686. Out of these bids, Michael Baker International, Inc. was selected by the evaluation team as the most responsive and responsible bidder as well as the lowest cost.

ATTACHMENT:

A. Professional Service Agreement with Michael Baker International, Inc.



Jason Farin, Principal Management Analyst

7/29/2020



Gregory F. Priamos, Director County Counsel

7/29/2020

PROFESSIONAL SERVICE AGREEMENT

for

**GENERAL PLAN UPDATE: 6TH CYCLE REGIONAL HOUSING NEEDS ASSESSMENT
HOUSING ELEMENT UPDATE AND LAND USE ORDINANCE NO. 348 AMENDMENTS,
SAFETY ELEMENT UPDATE**

between

COUNTY OF RIVERSIDE

and

MICHAEL BAKER INTERNATIONAL, INC.



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This Agreement, made and entered into this ____ day of ____, 2020, by and between Michael Baker International, Inc., a Pennsylvania corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the professional standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed (Five Hundred and Seventy Thousand, Seven Hundred and Ninety Dollars) \$570,790. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency
Planning Department
4080 Lemon Street
Riverside, CA 92501
Attn: Fiscal Services, 14th Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC-90657-00022-06/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation and Land Management Agency
4080 Lemon Street
Riverside, CA 92501
Attn: Henry Robles

CONTRACTOR

Michael Baker International Inc.
40810 County Center Drive, Suite 200
Temecula, CA 92591
Attn: John D. Tanner III

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, epidemic, pandemic, acts of government, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature, to the extent caused by a negligent act, error, omission or willful misconduct of CONTRACTOR in the services or under this Agreement. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or

reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

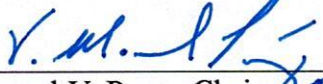
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Manuel V. Perez, Chairman
Board of Supervisors

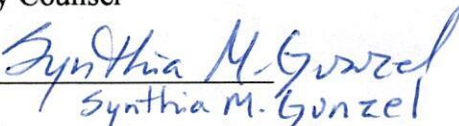
Dated: _____

ATTEST:
Kecia Harper
Clerk of the Board

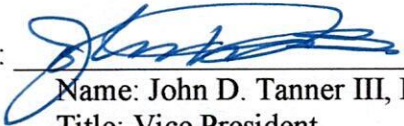
By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Cynthia M. Gunzel
Chief Deputy County Counsel

Michael Baker International Inc.

By: 
Name: John D. Tanner III, P.E.
Title: Vice President

Dated: 7/22/2020

Exhibit A
Scope of Services

The County of Riverside review and update of its General Plan Housing and Land Use Elements, and Ordinance No. 348 to address the 6th Cycle Regional Housing Needs Assessment (RHNA) for the planning period of 2021-2029 and to comply with applicable State housing laws. The Safety Element shall be updated concurrently to address Senate Bill (SB) 99, SB 379, SB 1035, and SB747 that are required to occur with this Housing Element Update and upon revisions to the COUNTY'S Local Hazardous Mitigation Plan.

1.0 PROJECT KICK-OFF AND PROJECT ADMINISTRATION

1.1 Project Kickoff Meeting - The CONSULTANT shall schedule a kick-off meeting with COUNTY staff to discuss the project objective and scope. This includes defining expectations from consultants and staff, project schedule, reporting, billing, action items, and deliverables. The CONSULTANT shall prepare a meeting summary and include project schedule for COUNTY staff review.

1.2 Project Schedule - The CONSULTANT shall work with COUNTY staff to draft a project timeline with the goal of completing the 6th Cycle Housing Element by October of 2021, and completion of the Safety Element shall occur before, concurrent to or soon thereafter the approval of the Housing Element. COUNTY staff shall ensure that the timeline for the 6th Cycle Housing Element and Safety Element Updates are in agreeable and manageable terms. The projects' schedule shall include the following:

- Stakeholder meetings: at least three stakeholder meetings
- Public engagement: at least five community outreach events, one for each Supervisorial District
- Public workshops: at least two Planning Commission workshops
- Public hearings: at least two Planning Commission and Board of Supervisors meetings
- Tribal consultation pursuant to AB 52 and SB 18
- Consultation/coordination with appropriate State Departments (e.g. HCD, Department of Conservation California Geological Survey, State Board of Forestry and Fire Protection, CalFire)
- Anticipated timeline for environmental review pursuant to CEQA

Project schedule shall include an estimated budget for each task with a "not-to-exceed" amount specified for each project milestone.

1.3 Project Coordination and Billing – The CONSULTANT shall schedule monthly meetings with COUNTY staff, either in person or through a conference call, to discuss the status of deliverables and project progression. The CONSULTANT shall provide a summary of the coordination meetings to COUNTY staff. The CONSULTANT shall submit invoices to COUNTY staff by the end of the first week of each month for review and processing. The invoices shall include a budget breakdown for each project task, total amount spent, completion percentage, and detailed description of work performed. COUNTY staff shall provide the CONSULTANT an invoice template based on the approved project schedule for and during the life of the project.

2.0 RHNA AND ANNUAL PROGRESS REPORT SUPPORT

2.1 RHNA Support – If needed, the CONSULTANT shall assist the COUNTY staff with the RHNA process. This may include assessment of the RHNA allocation and assistance through the appeal process.

2.2 Annual Progress Report (APR) – The CONSULTANT shall provide technical assistance to complete the annual progress reports for the duration of the contract with the COUNTY. Technical assistance includes and not limited to the following activities: Assistance with data collection and compilation and completing HCD required housing production tables, Housing Element programs implementation update, preparation for public meetings and APR approval, attendance and technical assistance at public meetings, submittal of APR, and assistance with communication with HCD. The CONSULTANT shall assist the COUNTY in completing the APR by March 1st of each year, or the last business day prior to.

3.0 6TH CYCLE HOUSING ELEMENT AMENDMENT

3.1 Preliminary Review of the General Plan Housing Element – The CONSULTANT shall review the existing Housing Element to analyze its compliance with applicable Government Code sections and the Governor's Office of Planning and Research General Plan Guidelines 2017 Update Required Element – Completeness Checklist. The CONSULTANT shall create a detailed list of necessary revisions to the Housing Element to adequately address State housing laws. The list shall briefly provide justifications for each revision, as well as, identify documents and data needed to complete the revision. The list shall highlight areas where additional stakeholders and community input are needed. On the Microsoft Word version of the Housing Element, the CONSULTANT shall identify the sections where revisions, deletions, and new sections are anticipated to occur. Obsolete sections shall be identified for removal. The CONSULTANT shall also list other General Plan Elements and Appendices that shall require updates for internal consistency. The objective is to create a concise document meeting state housing element laws without excessive or superfluous verbiage. The preliminary revision list and Housing Element word document shall be submitted to COUNTY staff for review and direction.

3.2 Task Assignment – Based on the revision list approved by COUNTY staff, the CONSULTANT and COUNTY staff shall assign tasks to team members for completion. In collaboration with COUNTY staff, the CONSULTANT shall acquire working base GIS maps and data sets. The CONSULTANT shall work with COUNTY staff to determine appropriate mapping conventions that shall ensure that resultant mapping and data products can easily be integrated into the COUNTY'S GIS database.

3.3 Identify Resources and Constraints to Housing – CONSULTANT shall Identify programmatic, physical, and financial housing resources available in the COUNTY. The CONSULTANT shall identify governmental and nongovernmental constraints to housing production. This work shall include review of existing COUNTY regulations, codes, and standards related to housing. If an issue is identified, the CONSULTANT shall work with COUNTY staff to strategize a resolution. For example, if a barrier to housing development is identified, the CONSULTANT shall recommend provisions to eliminate the barrier.

3.4 "Density Determination and Accessory Dwelling Unit Parameters" – The CONSULTANT shall assist the COUNTY on determining the appropriate density ranges that shall be used to analyze land capacity and site selection to accommodate the COUNTY'S RHNA allocation for all

income levels. The CONSULTANT shall obtain and analyze all necessary data to complete this task. This includes information regarding demographic, financial feasibility, infrastructure needs, housing data, market demand, residential building permits, applicant/developers experience, and residential development history in Riverside County. The CONSULTANT shall also assist the COUNTY in determining the parameters under which the COUNTY can utilize Second Units and Accessory Dwelling Units (ADU) to meet portions of its RHNA allocation; other type of housing including but not limited to Single Room Occupancy Units, Fractional and Supportive Housing shall also be explored. The CONSULTANT shall provide the findings in a report that includes an executive summary, analysis demonstrating how adopted densities accommodate the regional housing need for lower income households pursuant to GOV § 65583.2(c)(3), ADU Parameters, and recommended density range for each income level category. After the report is completed and is approved by COUNTY staff. The General Plan shall include the report as Appendix P for reference.

3.5 Land Capacity and Site Selection – The CONSULTANT shall assist COUNTY staff to complete a housing assessment and needs analysis utilizing the findings outlined in the “Density Determination and Accessory Dwelling Unit Parameters Report”. The CONSULTANT shall determine target acreages to demonstrate land capacity for each income level based on the findings from Task 3.2 and RHNA allocation. The CONSULTANT shall work with COUNTY staff to update the site selection criteria to identify new sites and reevaluate sites identified for the 5th Cycle Housing Element Land Inventory in compliance with State housing law. Site selection process shall consider the General Plan policies and land use density range, zoning, available infrastructure, cities’ sphere of influence areas, and opportunities within approved specific plans. The CONSULTANT shall assist COUNTY staff on General Plan and zoning strategies that shall address additional housing unit capacity.

3.6 DRAFT 6th Cycle Housing Element – The CONSULTANT shall maintain the draft documents for the life of this project. The CONSULTANT shall track changes to the Housing Element, other associated General Plan documents for internal consistency, and, if necessary, Ordinance No. 348 in Microsoft Word. The CONSULTANT shall also revise maps and figures where appropriate. The CONSULTANT shall work with COUNTY staff to create zoning exhibits to ensure sites in the land inventory are zoned appropriately. Note that these zoning exhibits shall be tentatively approved by the Board of Supervisor concurrently with the final approval of the 6th Cycle Housing Element Update General Plan Amendment. As noted above the COUNTY, has until 2024 to complete rezoning of property included in the 6th Cycle Housing Element site inventory. The CONSULTANT shall submit the draft Housing Element and its associated documents to COUNTY staff for review.

4.0 SAFETY ELEMENT AMENDMENT

4.1 Preliminary Review of the Safety Element – The CONSULTANT shall review the existing Safety Element pursuant to applicable Government Code sections, the Governor’s Office of Planning and Research General Plan Guidelines 2017 Updated Required Element – Completeness Checklist. The CONSULTANT shall create a detailed list of necessary revisions to the Safety Element to adequately address State laws pertaining to the Safety Element. The list shall briefly provide justifications for each revision, as well as, identify documents and data needed to complete the revision. The list shall highlight areas where additional stakeholders and community input are needed. The following documents may be used as guidance and tools to assist with the Safety Element Update: CalFire General Plan Safety Element Assessment, the

Eastern Coachella Valley's Action Plan for Climate Resilience, LHMP, and Western Riverside Council of Government Resilient IE. On the Microsoft Word version of the Safety Element, the consultants shall identify the sections where revisions deletions, and new sections are anticipated to occur. Obsolete sections shall be identified for removal. The CONSULTANT shall also list other General Plan Elements and Appendices that shall require updates for internal consistency. The preliminary revision list and Safety Element word document shall be submitted to COUNTY staff for review and direction.

4.2 Task Assignment – Based on the revision list approved by COUNTY staff, the CONSULTANT and COUNTY staff shall assign tasks to team members for completion. In collaboration with COUNTY staff, the CONSULTANT shall acquire working base GIS maps and data sets. The CONSULTANT shall work with COUNTY staff to determine appropriate mapping conventions that shall ensure that resultant mapping and data products can easily be integrated into the COUNTY'S GIS database.

4.3 DRAFT Safety Element – The CONSULTANT shall maintain the draft documents for this project. The CONSULTANT shall track changes to the Safety Element and other associated General Plan documents for internal consistency. The CONSULTANT shall also revise maps and figures where appropriate. The CONSULTANT shall submit the Draft Safety Element and its associated documents electronically to the COUNTY for review in preparation for the General Plan Amendment Task described in Task 6.0 below.

5.0 COMMUNITY ENGAGEMENT AND PUBLIC HEARINGS

5.1 Community and Stakeholder Outreach Program – The CONSULTANT shall propose an appropriate community and stakeholder outreach program to effectively update the Housing Element and Safety Element (see Section 1.2). The CONSULTANT is expected to prepare outreach materials for distribution and communication/advertising purposes. The outreach program may include a focus group consisting of community members, advocacy group, COUNTY staff, and other public agencies. The focus group may meet at least four times the entire project schedule and shall receive a monthly update via email. The COUNTY expects that the public outreach and engagement shall include at least five public outreach meetings located throughout the COUNTY and two Planning Commission workshops. The CONSULTANT shall submit the outreach program to COUNTY staff for review and direction.

5.2 Public Hearing – The CONSULTANT shall prepare or assist in the preparation of draft COUNTY staff reports, General Plan Amendment and Zone change exhibits, and presentations to Planning Commission and Board of Supervisor. The CONSULTANT shall also be prepared to attend the public hearings held by the Planning Commission and Board of Supervisor. The CONSULTANT shall assist the COUNTY on all legal noticing requirements.

6.0 GENERAL PLAN AMENDMENT and ZONE CONSISTENCY APPROVAL PROCESS

6.1 Public Noticing and Consultation – The General Plan Amendments to the Housing Element and Safety Element shall require consultation with HCD, Tribal Governments per SB 18, and specific State Departments. The CONSULTANT shall outline when the consultations shall occur pursuant to applicable state law and shall assist the COUNTY staff through the consultation processes. The CONSULTANT shall prepare and carry out the appropriate public noticing and required consultations and notifications for General Plan Amendments per local and

State regulations. The CONSULTANT shall coordinate with COUNTY staff to allow for adequate review and oversight of noticing materials and activities.

- 6.2 Airport Land Use Commission Review** – The General Plan Amendments shall require approval of the Airport Land Use Commission, such approval may be scheduled to occur prior to public hearing at Planning Commission. The CONSULTANT shall assist the COUNTY through this process where needed.
- 6.3 Revised Draft** - The General Plan Amendments shall have a public review and comment period that follows state law. The CONSULTANT shall assist the COUNTY on revising the Draft Housing and Safety Element Updates to address comments received during the public review and comment period. This includes revising applicable documents to address HCD issued findings, where necessary.
- 6.4 Revisions during the Public Hearing Process** – The CONSULTANT shall revise the proposed updates as it progresses through the public hearing process to address public comments and comments from the Planning Commissioners and Board of Supervisors.
- 6.5 State Certification and Final Adoption** – The CONSULTANT shall facilitate state review and certification of the Housing Element. Upon adoption of the Final Draft Housing Element and Safety Element Amendments by the Board of Supervisors, the CONSULTANT shall prepare a final version of the documents for inclusion in the General Plan document.
- 6.6 Zone Consistency Resolution** –Following approval of the 6th Cycle Housing Element General Plan Amendment, the CONSULTANT shall assist COUNTY staff on completing the Board of Supervisor Resolution to finalize the zone consistency effort. The CONSULTANT main task is to review the Resolution to ensure accuracy and to be available for the Board of Supervisors meeting for final adoption.

7.0 PREPARE REQUISITE CEQA DOCUMENTATION

- 7.1** The proposed projects include a General Plan Amendment as well as potential changes to General Plan policies and programs and are therefore considered a project under the California Environmental Quality Act (CEQA). The CONSULTANT shall prepare the requisite CEQA documentation that could take the form of an Addendum, MND, EIR or other appropriate CEQA document that addresses all aspects of the proposed project and any corollary modifications to other General Plan Elements, Area Plans and Appendices as necessary. Early in the project development, the CONSULTANT shall meet with COUNTY staff to identify the necessary components of the proposed project and identify the corresponding CEQA documentation requirements.
- 7.2 Preparation of a Project Description, Initial Study Checklist, Notice of Preparation and Technical Studies** - The CONSULTANT shall prepare a complete project description that shall be used in the Notice of Preparation (NOP) for a Draft EIR or other appropriate CEQA document. The CONSULTANT shall also prepare an Initial Study that shall help focus the content of the EIR and accompany the NOP. The CONSULTANT shall review the draft project description and Initial Study with the COUNTY staff prior to completion of the NOP. The CONSULTANT shall prepare for and conduct a minimum of one scoping meeting to discuss the content of the CEQA document and the extent of technical studies (if any) used to complete the analysis. For this project, the technical analyses may include but may not be limited to the

following: Traffic/LOS-VMT analysis, Air Quality and Greenhouse Gas Analysis, Biological and Cultural Resource Analysis, Public Resource Analysis, and Noise Study. The CONSULTANT shall assist the COUNTY staff with Tribal consultation per AB52.

- 7.3 Administrative Draft EIR** - Should an EIR be required for this project, the CONSULTANT shall provide an Administrative Draft EIR for review by COUNTY staff. The CONSULTANT shall attend a meeting at the COUNTY to review comments on the administrative draft. The CONSULTANT shall prepare a screen check version of the Draft EIR for final review prior to duplication or distribution.
- 7.4 Public Review Draft EIR**- Should an EIR(s) be required for these General Plan Amendments, the CONSULTANT, at the COUNTY'S discretion may be asked to prepare a public draft CEQA document and submit to COUNTY staff four bound copies, and one copy of each Draft CEQA (and GPA) document on CD or DVD in Adobe PDF and Microsoft Word format. Appendices to the draft document shall be provided on CD or DVDs and inserted into the hard copies of the draft CEQA document. The CONSULTANT is expected to assist COUNTY staff with all aspects of mailing out the required public notices and draft documents for public review including maintaining an official project mailing list, providing as many as 100 CDs or more of the draft documents in Adobe PDF form ready for distribution by the COUNTY. The Planning Department shall handle postage and final distribution. In addition, the CONSULTANT shall deliver 15 copies of the Executive Summary and draft CEQA (with appendices) to the State Clearinghouse on behalf of the COUNTY. The CONSULTANT shall prepare drafts of the public notices for consideration and publication by COUNTY staff. The CONSULTANT shall also provide Adobe PDF versions of all submittals suitable for posting on the COUNTY'S website. The CONSULTANT shall handle all transmittals to the State Clearing House and OPR in a timely and complete manner. The CONSULTANT shall develop and maintain the project mailing database with input from COUNTY staff.
- 7.5 Administrative Draft Final EIR** - Should an EIR be necessary for the General Plan Amendments, the CONSULTANT shall be required to organize and draft responses to comments for review by COUNTY staff. Upon completion, an electronic version of the Administrative Final CEQA document shall be forwarded to COUNTY staff for review for each project.
- 7.6 Public Draft Final CEQA Document** - Should an EIR be required for the General Plan Amendments, the CONSULTANT shall prepare the Draft EIR, list of commenters on the Draft EIR, comment letters, responses, and errata to the Draft EIR and other components that comprise the Final EIR. Five bound copies, one unbound copy, and one copy of the Final EIR on CD or DVD in Adobe PDF and Microsoft Word format shall be provided to COUNTY staff.
- 7.7 Mitigation Monitoring and Report Program (MMRP)** - The CONSULTANT shall prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The CONSULTANT shall draft the MMRP using the information contained in the environmental analysis, including the specific mitigation measures, assignments of responsibility, relationships to project implementation, and time frames for implementation. The CONSULTANT shall draft findings for the EIR for review and comment by COUNTY staff as part of the Final EIR process. The CONSULTANT shall also assist with resolutions of certification for the EIR and completion of all forms for transmittal of documents.

Exhibit B

PAYMENT PROVISIONS

(SEE ATTACHED PROJECT COST SCHEDULE)

**EXHIBIT B
PAYMENT PROVISIONS**

Profession/Staff	Senior Project Manager				Principal Planner				Principal Biologist				Technical Manager				Senior Air Quality/Greenhouse Gas Specialist				Project Planner				Air Quality/Greenhouse Gas Staff				CEQA Specialist				Senior Environmental Analyst				Associate Environmental Analyst				GIS Staff				Graphic Artist				Office/Admin/Editing Support Staff				Senior Transportation Analyst				Market/Financial Analyst				Total Hours	Total Cost per Task																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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2.1		RHNA Support																																														2	\$	350	6	\$	1,200	0	\$	-	0	\$	-	0	\$	-	0	\$	-	8	\$	1,320	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	16	\$	2,870																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
2.2		Annual Progress Report																																														2	\$	350	0	\$	-	0	\$	-	0	\$	-	0	\$	-	12	\$	1,980	0	\$	-	0	\$	-	0	\$	-	25	\$	3,000	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	39	\$	5,330																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Subtotal																																																4	\$	700	6	\$	1,200	0	\$	-	0	\$	-	0	\$	-	0	\$	-	20	\$	3,300	0	\$	-	0	\$	-	25	\$	3,000	0	\$	-	0	\$	-	0	\$	-	0	\$	-	55	\$	8,200																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
3.0 6th Cycle HOUSING ELEMENT AMENDMENT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
3.1		Preliminary Review of the General Plan Housing Element																																														8	\$	1,400	4	\$	800	0	\$	-	1	\$	230	0	\$	-	40	\$	6,600	0	\$	-	6	\$	810	0	\$	-	16	\$	1,920	32	\$	3,840	0	\$	-	0	\$	-	0	\$	-	0	\$	-	107	\$	15,600																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
3.2		Task Assignment																																														8	\$	1,400	4	\$	800	0	\$	-	0	\$	-	0	\$	-	20	\$	3,300	0	\$	-	6	\$	810	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	38	\$	6,310																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
3.3		Identify Resources and Constraints to Housing																																														4	\$	700	0	\$	-	0	\$	-	2	\$	460	0	\$	-	10	\$	1,650	0	\$	-	4	\$	540	0	\$	-	25	\$	3,000	32	\$	3,840	0	\$	-	0	\$	-	0	\$	-	0	\$	-	77	\$	10,190																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
3.4		Density Determination and Accessory Dwelling Unit Parameters Analysis																																														4	\$	700	4	\$	800	0	\$	-	2	\$	460	0	\$	-	60	\$	9,900	0	\$	-	4	\$	540	0	\$	-	90	\$	10,800	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	164	\$	23,200																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
3.5		Land Capacity and Site Selection																																														8	\$	1,400	8	\$	1,600	0	\$	-	1	\$	230	0	\$	-	80	\$	13,200	0	\$	-	8	\$	1,080	0	\$	-	40	\$	4,800	8	\$	960	0	\$	-	0	\$	-	0	\$	-	0	\$	-	153	\$	23,270																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
3.6		Draft 6th Cycle Housing Element																																														8	\$	1,400	16	\$	3,200	0	\$	-	1	\$	230	0	\$	-	110	\$	18,150	0	\$	-	8	\$	1,080	0	\$	-	45	\$	5,400	0	\$	-	0	\$	-	46	\$	4,140	0	\$	-	0	\$	-	214	\$	31,600																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Subtotal																																																40	\$	7,000	36	\$	7,200	0	\$	-	7	\$	1,610	0	\$	-	320	\$	52,900	0	\$	-	36	\$	4,860	0	\$	-	216	\$	25,920	72	\$	8,640	0	\$	-	46	\$	4,140	0	\$	-	0	\$	-	773	\$	112,170																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
4.0 SAFETY ELEMENT AMENDMENT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
4.1		Preliminary Review of the General Plan Safety Element																																														1	\$	175	8	\$	1,600	0	\$	-	0	\$	-	0	\$	-	50	\$	8,250	0	\$	-	4	\$	540	0	\$	-	30	\$	3,600	0	\$	-	0	\$	-	2	\$	180	0	\$	-	0	\$	-	95	\$	14,345																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
4.2		Task Assignment																																														4	\$	700	4	\$	800	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	4	\$	540	0	\$	-	4	\$	480	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	16	\$	2,520																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
4.3		Draft Safety Element																																														8	\$	1,400	14	\$	2,800	0	\$	-	0	\$	-	0	\$	-	100	\$	16,500	0	\$	-	8	\$	1,080	0	\$	-	60	\$	7,200	16	\$	1,920	16	\$	2,160	16	\$	1,440	0	\$	-	0	\$	-	218	\$	34,500																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Subtotal																																																13	\$	2,275	26	\$	5,200	0	\$	-	0	\$	-	0	\$	-	150	\$	24,750	0	\$	-	16	\$	2,160	0	\$	-	94	\$	11,280	16	\$	1,920	16	\$	2,160	16	\$	1,440	0	\$	-	0	\$	-	349	\$	51,365																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
5.0 COMMUNITY ENGAGEMENT AND PUBLIC HEARINGS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
5.1		Community and Stakeholder Outreach Program																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											