

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Placeworks, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR prepare the 2019-2027 Housing Element update and its related environmental documentation; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A     Definition of Services
- Exhibit B     Payment Terms
- Exhibit C     Insurance Requirements
- Exhibit D     Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through December 31, 2020.

The compensation payable to CONTRACTOR hereunder shall not exceed eighty five thousand dollars (\$85,000.00) for the term of this Agreement.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: PB (2851)

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.:

CONTRACTOR/COMPANY NAME

By:

Date: 5-31-19

NAME AND ADDRESS OF CONTRACTOR:

PlaceWorks, Inc.

101 Parkshore Dr., Ste. 215

Folsom, CA 95630

COUNTY OF MENDOCINO

By:

CARRE BROWN, Chair  
BOARD OF SUPERVISORS

Date:

JUN 12 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

JUN 12 2019

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

JUN 12 2019

INSURANCE REVIEW:

By:

Risk Management

5/31/19

Date:

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By:

Deputy

Matthew Kiedrowski

5/31/19

Date:

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO

5/31/19

Date:

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section:



## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.



2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses to the extent they arise out of the alleged negligent acts or resulting in connection with the CONTRACTOR'S negligent performance or its willful misconduct under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from



any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
- If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.
- In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.
- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
  - 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting



in any way the subject matter of this Agreement once payment has been received by CONTRACTOR, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation. If COUNTY desires to reuse any documents or other deliverables, including electronic media, pertaining to the project prepared by CONTRACTOR, COUNTY may do so, but if such documents or other deliverables are reused by COUNTY for any purpose other than that for which such documents or deliverables were originally prepared, or if COUNTY causes such documents or deliverables to be altered without CONTRACTOR's written consent, such reuse shall be at COUNTY's risk.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.



Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
Planning & Building Services  
860 N Bush St  
Ukiah, CA 95482  
Attn: Director

To CONTRACTOR: PlaceWorks, Inc.  
101 Parkshore Drive, Ste. 215  
Folsom, CA 95630  
ATTN: Jennifer Gastelum

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.



- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.



16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in



writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its to prepare the 2019-2027 Housing Element update and its related environmental documentation shall not exceed \$85,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits



or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including



without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.



35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]



## EXHIBIT A

### DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

#### **TASK 1. PROJECT MANAGEMENT AND KICK-OFF**

##### *Task 1.1 Project Management and Coordination*

PlaceWorks will communicate with County staff via telephone, web conferencing, and email and will email monthly progress reports throughout the duration of the project. We will also prepare for and attend a kick-off conference call to exchange information and initiate work on the Housing Element update. At the meeting we will:

- Review the scope of work and schedule
- Review Housing Element legal requirements
- Provide a list of data needs

**Task 1 Deliverable:** Kick-off meeting agenda and data needs list (electronic copy); agendas for subsequent meetings with staff (electronic copies), progress reports (electronic copies)

#### **TASK 2. HOUSING ELEMENT PREPARATION**

##### *Task 2.1 Evaluation of the 2014–2019 Housing Element*

PlaceWorks will work closely with County staff to determine the status, effectiveness, and appropriateness of the 2014–2019 housing programs. We will gather and document all available information regarding specific accomplishments. In addition to reviewing the policy programs for results achieved, we will evaluate each program for compliance with state housing laws and identify and document any omissions or deficiencies. Findings from the evaluation will be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

**Task 2.1 Deliverable:** Review of the housing programs will be a section in the administrative draft Housing Element

##### *Task 2.2 Housing Needs Analysis*

PlaceWorks will update the needs analysis pursuant to Government Code Section 65583 with data from HCD's pre-approved 6<sup>th</sup> cycle data package, (which is not subject to further review by HCD), 2010 U.S. Census, American Community Survey, and other relevant sources. The updated needs analysis will include the following:

- **Population and Demographics:** Population trends and projections, race and ethnicity, and population age.
- **Household Characteristics:** Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- **Employment and Income:** Employment by industry, occupation of employed residents, and income trends.
- **Housing Stock Characteristics:** Housing types and conditions, overcrowded households, and vacancy rates.
- **Housing Costs and Affordability:** Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.



- **Special Housing Needs:** Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, female-headed households.
- **At-Risk Housing:** Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- **Opportunities for Energy Conservation:** Pursuant to Senate Bill (SB) 375 and Assembly Bill (AB) 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

#### Task 2.3 Housing Resources and Opportunities

PlaceWorks will work closely with County staff to identify physical, programmatic, and financial resources available to meet housing needs. The analysis will include the Regional Housing Needs Allocation (RHNA) analysis, updated housing sites inventory, financial resources, and regulatory incentives for housing.

##### a. Sites Inventory and RHNA Analysis

The final 2018–2027 RHNA was adopted in December 2018. The County was allocated 1,349 units, of which 470 units are allocated for lower-income households. PlaceWorks will rely on the sites inventory included in the current housing element and identify additional sites, as needed. This task will include all analysis needed to comply with recent updates to state housing law. A new map of the sites will be included in the analysis.

##### b. Financial and Programmatic Resources

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

#### Task 2.4 Housing Constraints

PlaceWorks will update the analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs (pursuant to Government Code Section 65583(a)(4, 5)) where relevant, including land use controls, fees and exactions, permit processing procedures, and building codes and code enforcement, as well as land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all analysis needed to comply with recent updates to State housing law

#### Task 2.5 Housing Goals, Policies, Programs, and Quantified Objectives

PlaceWorks will work with County staff to update goals, policies, programs, and quantified objectives (pursuant to Government Code Section 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- All new State requirements since adoption of the existing Housing Element.



- Consistency and compliance with the rest of the General Plan elements and community goals.
- Development controls and regulatory incentives.
- Working to provide housing opportunities for all residents.
- Fair housing programs.
- Sources of affordable housing funding.
- Preserving and improving existing affordable housing.
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair share allocation.
- Mitigating any governmental constraints to providing and improving housing staff.

**Task 2.2 – 2.5 Deliverables:** Updated needs assessment, constraints analysis, inventory of housing resources and sites, and housing programs and quantified objectives to be incorporated into the administrative draft Housing Element.

### **TASK 3. PUBLIC OUTREACH**

PlaceWorks will assist with facilitation of the Housing Element community outreach program consistent with state and federal laws to solicit input from all segments of the community, including housing development professionals, residents, businesses, service groups, youth, seniors, and various stakeholders.

#### **Task 3.1 Community Outreach Meetings**

PlaceWorks will prepare for and attend two public meetings/open houses in specific communities around the county (locations to be determined by County staff). A presentation on the public draft and Housing Element requirements will be given at the meetings. The meetings will occur before the public draft is submitted to HCD for review. All comments received during the outreach meetings will be summarized in the public draft. This scope of work and cost estimate assume all the community meetings will occur during the same week/visit.

#### **Task 3.2 Public Hearings**

PlaceWorks will prepare and attend two hearings to present the Housing Element to the Planning Commission and the Board of Supervisors to obtain feedback and respond to questions. Our attendance could be at the time the public draft Housing Element is presented or during the Housing Element adoption hearings. We are available to attend additional public hearings, at a per meeting cost of \$2,500.

#### **Task 3.3 Public Noticing, Staff Reports, Resolutions**

PlaceWorks will be responsible for the preparation of agenda reports for the Planning Commission and Board of Supervisors, including preparation of finding and resolutions.

**Task 3.1 – 3.3 Deliverable:** Prepare for and attend two (2) community meeting; prepare for two (2) and attend two (2) Planning Commission and Board of Supervisors hearings; prepare a workshop notice and meeting materials, agenda reports, and hearing notices.

### **TASK 4. PREPARE AND FINALIZE HOUSING ELEMENT**

#### **Task 4.1 Administrative Draft Housing Element**

PlaceWorks will incorporate the components described in Task 2 into a comprehensive, formatted administrative draft Housing Element, which will be submitted to County staff



for review. Any outstanding data from the County will be incorporated in to the draft Housing Element during County staff's review. We request that we receive one consolidated set of County comments on the administrative draft.

**Task 4.1 Deliverables:** One (1) electronic copy (in MS Word and PDF) of the administrative draft Housing Element.

*Task 4.2 Public Review Draft Housing Element*

PlaceWorks will address staff comments on the administrative draft and prepare a public draft Housing Element. We will incorporate comments and revisions from County staff's review of the administrative draft, as directed, prior to issuing the draft for public and decision-maker review and submittal of the draft to HCD.

**Task 4.2 Deliverables:** One (1) electronic copy (in MS Word and PDF) of the public draft Housing Element; one (1) hard copy will be submitted to HCD for their 60-day review

*Task 4.3 HCD Submittal and Revision of Draft Housing Element*

PlaceWorks staff maintains strong working relationships with HCD reviewers, and because our office is located in close proximity to the HCD office, staff is able to meet with HCD staff as needed. Our staff is very familiar with HCD's processes, HCD staff, and what steps need to be taken to ensure Housing Element certification.

PlaceWorks will serve as the County's liaison to HCD, and will include:

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

**Task 4.3 Deliverable:** Two (2) submittals to HCD including cover letters, the review checklist, and printed copies of the Housing Element with highlighted changes and additions; 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.

*Task 4.4 Final Housing Element*

PlaceWorks will prepare a final Housing Element that incorporates any changes to the public draft from the Planning Commission and the Board of Supervisors, County staff, and HCD. We will work closely with County staff to meet all HCD deadlines and requirements. PlaceWorks will prepare the final Housing Element in sufficient time for the Board of Supervisors to hold an adoption hearing in order to meet the required deadline for adoption.

**Task 4.4 Deliverable:** One (1) electronic copy (in MS Word and PDF) of the final draft; two (2) hard copies (one clean version and one showing all changes made) will be submitted to HCD for their 90-day certification review.

## **TASK 5. ENVIRONMENTAL REVIEW**

*Task 5.1 Initial Study / Negative Declaration*

PlaceWorks will prepare an initial study (IS) to analyze the environmental impacts associated with the proposed Housing Element. We will use the revised checklist from the 2019 CEQA Guidelines unless there is another format required by the County. As



there are no changes in zone, or development standards associated with the proposed project, analysis will be provided at the programmatic level similar to that of a General Plan. PlaceWorks will make maximum use of existing information from the County and other governmental agencies. We are also aware that other projects such as the update to the multi-hazard mitigation plan, and safety element updates will generate data that we can use in the initial study. The scope of work and compensation amount of this contract includes preparation of an IS and, if appropriate, a negative declaration (ND) or a mitigated negative declaration. If necessary, the IS can serve as the basis for preparation of an environmental impact report under a subsequent or amended contract.

PlaceWorks will prepare an administrative draft of the IS/ND, Notice of Completion, and notice of intent to adopt for publication for review by the County. Our scope includes responding to one round of comments. PlaceWorks will prepare the public draft IS/ND in Adobe PDF suitable for posting on the County's website. Three printed copies of the IS/ND will be provided for placement at the planning counter, library, and project file. PlaceWorks will distribute the requisite copies to the California State Clearinghouse, along with Notice of Completion and e-file form required by the state. Our scope assumes that the County will publish notice of intent to adopt in the local paper.

Following the end of the 30-day public review period, PlaceWorks will provide draft response to comments for the County to consider. The scope assumes a very small number of comments consistent with a policy-level document. PlaceWorks will provide an administrative draft of the responses and create a public final IS/ND for consideration by the Commission and Board in adopting the Housing Element. PlaceWorks will provide a written summary of the environmental process for use in the staff report.

PlaceWorks assumes two in-person meetings to review the comments on the administrative drafts and final IS/ND. Two additional conference calls are included to discuss issues that may arise during preparation of the IS/ND, and to report on status of the project. PlaceWorks will attend both the Commission and Board meeting where the Housing Element will be considered to answer any questions regarding the environmental analysis.

PlaceWorks will complete the administrative draft IS/ND within 3 weeks of authorization to proceed, and the public draft within 1 week of receipt of all comments on the administrative draft. The administrative final IS/ND will be completed within 2 weeks of receipt of all public comments, and the public final IS/ND completed within 1 week of receipt of comments on the administrative draft.

**Task 5.1 Deliverable:** Prepare the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a Negative Declaration, or other CEQA determinations as applicable, Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion to be filed with the Mendocino County Clerk.

*Task 5.2 SB 18 and AB 52 Consultation*

PlaceWorks will draft a letter for placement on County letterhead to Native American Heritage Commission (NAHC) for a tribal contact list in accordance with SB 18. Based on the list from the NAHC, PlaceWorks will draft letters to each of the tribes inquiring whether they want consultation. Simultaneously, PlaceWorks will also reach out to any tribes that have notified the County that they wish to be consulted as part of the AB 52



process. As consultation for AB 52 and Section 21080.3.1 of CEQA is a government-to-government process, it must be initiated by the local government agency, and counties are usually represented at the consultation(s). PlaceWorks will facilitate and attend the consultation(s). Pursuant to SB 18, tribes identified by NAHC will receive a written letter notifying them of the proposed project and asking if they wish to consult; tribes who notified the County under AB 52 will also be notified of the project and asked if they desire to consult in accordance with AB 52 and Sections 21080.3.1 and 21080.3.2 of CEQA. Following the consultation meeting (or conference call), PlaceWorks will provide the written outcome of the process and a record for the environmental documentation showing that AB 52 consultation has been completed. Completion of the AB 52 process is needed prior to circulation of the document for public review. Completion of the SB 18 process is needed prior to taking action on the project.

**Task 5.2 Deliverable:** Draft letter to NAHC; Draft letters to identified tribes; Facilitation, attendance, and documentation of requested consultations; and Written results of consultation, including closure of AB 52 consultation.

## **TASK 6. INCLUSIONARY HOUSING ORDINANCE**

### ***Task 6.1 Review Effectiveness***

PlaceWorks will review the County's current Inclusionary Housing Ordinance to determine the effectiveness of the Ordinance and identify any possible impediments and constraints. As part of this review, we will gather data from a minimum of three inclusionary ordinances from other jurisdictions where the inclusionary program has been successful and reach out to three local developers to see what/if any possible constraints the Inclusionary Ordinance has on housing construction. We will also hold a conference call with Redwood Legal Assistance to discuss the program.

### ***Task 6.2 Recommendations***

Once Task 6.1 is complete, PlaceWorks will provide a summary of findings and will provide recommendations on possible revisions for the County to consider.

**Task 6.1 – 6.2 Deliverable:** Memo of findings and recommendations to the Inclusionary Housing Ordinance.

## **TASK 7. MHMP AND SAFETY ELEMENT**

The PlaceWorks team will coordinate with County staff and the County's consultant team(s) working on the upcoming updates to the County's County Multi-Hazard Mitigation Plan (MHMP) and Safety Element. The PlaceWorks team reviewed the Requests for Proposals and proposed scopes of works for the Safety Element and MHMP updates and confirmed the scopes of work appear to satisfy the intention of SB 379 and SB 1035 and associated updates to Section 65302 of the Government Code regarding requirements for integrating climate change adaptation into a Safety Element concurrent with an update to a Housing Element and/or local hazard mitigation plan. The Safety Element update is expected to include a climate change vulnerability assessment, adaptation and resiliency strategies, and updated hazard analysis and policies based on the update to the MHMP.

We will coordinate with the Safety Element and MHMP teams throughout the update process to incorporate results of the vulnerability assessment into land use analysis and to integrate or reference applicable adaptation and resiliency goals, policies, and



actions to ensure cross-linkages across the elements and the MHMP as well as internal consistency of the elements as required. We will prepare a memo summarizing the cross-linkages of the elements and support integration of content from the Safety Element project into the housing element project as applicable.

**Task 7 Deliverable:** Participation in project coordination meetings (by phone or web/video conference) with County staff and consultant team(s) leading the Safety Element and MHMP updates (up to 6 calls); Updated GIS database to include results of Vulnerability Assessment (electronic); and Housing Element and Safety Element Cross Linkages Memo (draft and final).

## **TASK 8. ANALYSIS OF DISADVANTAGED UNINCORPORATED COMMUNITIES (SB 244)**

### *Task 8.1 Initial Analysis to Determine Disadvantaged Communities*

SB 244 defines a disadvantaged unincorporated community (DUC) as a place that contains ten or more dwelling units in close proximity to one another; is either within a city sphere of influence, is an island within a city boundary, or is geographically isolated and has existed for more than 50 years; and has a median household income that is 80 percent or less of the statewide median household income.

PlaceWorks will complete an initial review to determine whether any disadvantaged communities exist in the unincorporated county that meet the requirements of SB 244.

**Task 8.1 Deliverable:** PlaceWorks will conduct an analysis to address the requirements of SB 244. Following preliminary analysis, County staff will make final recommendations to PlaceWorks on the list of DUCs to fully analyze (if any are identified)

### *Task 8.2 Complete Analysis of Identified Disadvantaged Communities*

Based on PlaceWorks initial review, additional analysis may need to be completed. If such analysis is necessary, we will complete the following:

- Identify any DUCs, and prepare a map identifying any such areas.
- Review water, wastewater, stormwater drainage, and structural fire protection needs in unincorporated communities with 10 or more dwellings, and analyze financing mechanisms that could feasibly be used to extend services to those communities.
- Identify options associated with the use of benefit assessment districts or other financing alternatives that could make the extension of services to these communities financially feasible.
- Work with County staff to determine whether the County is in the process of or will in the near future lose any territory to annexation that could be impacted by SB 244.
- Work with the County to determine whether any local developers may be impacted by the annexation piece in this bill. Should this be the case, we will notify the identified developers.

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

**Task 8.2 Deliverable:** PlaceWorks will prepare a memo analyzing whether the identified DUCs are underserved by infrastructure or services. If the SB 244 analysis determines there are underserved disadvantaged communities in the unincorporated



county, an amendment to the General Plan Land Use Element or other relevant elements would be necessary to comply with SB 244.

*Task 8.3 Amendment of the Land Use Element*

Once PlaceWorks has completed the analysis in Task 8.2, we will either: (1) determine that an amendment to the Land Use Element is required; or (2) conclude that no targeted SB 244 Land Use Element amendments would be necessary.

If it is determined that an amendment is required, we will work with County staff to prepare policies to be included in the Land Use Element or other applicable General Plan elements and will provide suggested funding sources to address the identified service or infrastructure deficiencies identified.

**Task 8.3 Deliverable:** If needed, PlaceWorks will prepare a memo containing policies to amend the Land Use Element or other applicable General Plan elements as well as potential funding sources to address the needs identified in the Task 8.2 memo to address the requirements of SB 244.

## **TASK 9. 2018 HOUSING ELEMENT ANNUAL PROGRESS REPORT**

*Task 9.1 Prepare Draft APR*

PlaceWorks will work with County staff to gather the needed data and compile the report. We will use forms that satisfy the reporting requirements of Government Code Section 65400, subdivision (a)(2). We will then provide a draft APR for County staff to review.

*Task 9.2 Prepare and Submit Final APR*

PlaceWorks will incorporate any revisions as a result of County staff review. PlaceWorks will then submit the report will then be submitted to HCD and the Governor's Office of Planning and Research (OPR) via email.

Prior to submittal, the report must be considered at a public meeting either before the Planning Commission or Board of Supervisors where members of the public shall be allowed to provide oral testimony and written comments. Our scope of work assumes County staff will prepare for and attend this meeting. PlaceWorks is available to attend at an additional per meeting cost of \$2,500.

**Task 9 Deliverable:** One (1) electronic copy (in MS Excel) of the draft APR for review and comment, one electronic copy (in MS Excel) of the Final APR for submittal to HCD and OPR.



## TIMELINE

The County must adopt its Housing Element by August 15, 2019, to meet the HCD deadline and stay on an 8-year Housing Element update schedule. Per SB 375, the County has until December 15, 2019, 120-days after August 15, 2019, to adopt its Housing Element before the Housing Element triggers a mid-cycle update. If a mid-cycle Housing Element is required, it would be due in 4 years (approx. 2023). PlaceWorks is committed to working with the County to stay on an 8-year update schedule.

TENTATIVE SCHEDULE	
Task	Timeframe
<b>2019</b>	
Project Initiation	April 23 (approx.)
Evaluate Existing Housing Programs	May
Prepare Housing Element Components	May - July
Two Community Workshops	June
Administrative Draft Housing Element – 1-Week County Review	August – week 1
Prepare Public Draft Housing Element – 1-Week PlaceWorks Turnaround	August – week 2
Planning Commission Hearing for Approval to Submit Draft to HCD	September 5
Submit Draft to HCD (60-Day Review)	September 6– November 6
Conference Call with HCD Prior to Receiving a Letter to Address any Questions or Issues; County Receives a "Conditional Compliance" Letter from HCD	Late October
Environmental Document	August – December
Planning Commission Recommend for Adoption Hearing	December 5
Board of Supervisors Adoption Hearing	December 10
Submit Final Adopted Housing Element to HCD – Review and Certification (Up to 90 Days)	December 15

[END OF DEFINITION OF SERVICES]



## EXHIBIT B

### PAYMENT TERMS

Time is of the essence in payment of invoices. CONTRACTOR invoices for Work performed will be issued at the close of each calendar month. Any comments or questions which COUNTY has concerning the contents of an invoice or the Work represented by an invoice must be submitted to CONTRACTOR in writing within fifteen (15) days after COUNTY receives the invoice. If no such comments or questions are received by CONTRACTOR, the Work represented, and the invoice shall be considered correct and accepted by COUNTY. Payment for an invoice is expected by CONTRACTOR from COUNTY within forty-five (45) days after the date of the invoice.

#### BILLING RATES 2019

PLACEWORKS	RATE/HOUR
Principal	\$215-\$335
Associate Principal	\$185-\$230
Senior Associate/Senior Scientist	\$165-\$210
Associate/Scientist	\$135-\$180
Project Planner/Project Scientist	\$105-\$135
Planner/Assistant Scientist	\$95-\$110
Graphics Specialist	\$65-\$160
Administrator	\$145-\$195
Clerical/Word Processing	\$45-\$140
Intern	\$75-\$95
Travel	Standard hourly rates
Mileage	IRS rate, currently 58¢ per mile
Office Expenses (phone, fax, etc.)	Billed at 2% of PlaceWorks labor
Mark-up on Subconsultants	10%
Other Expenses (including bridge tolls)	Actual costs without mark-up

[END OF PAYMENT TERMS]



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]



## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates [yatesm@mendocinocounty.org](mailto:yatesm@mendocinocounty.org) or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general\\_-vanity\\_-sg01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na)