

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and PlaceWorks, Inc., a California Corporation, 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 for its Housing Element Update and Justice Element preparation assistance; 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 June 30, 2028.

The compensation payable to CONTRACTOR hereunder shall not exceed three hundred and thirty-four thousand, nine hundred and twenty-five dollars (\$334,925.00) for the term of this Agreement.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Julia Krog  
DEPARTMENT HEAD

Date: 3/4/2026

Budgeted:  Yes  No

Budget Unit: 2851

Line Item: 862189

Org/Object Code: PB-862189

Grant:  Yes  No

Grant No.: N/A

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
Bernie Norvell, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management

Date: 03/03/2026

**CONTRACTOR/COMPANY NAME**

By: Kara H. Kose  
SIGNATURE

Date: 3-6-26

**NAME AND ADDRESS OF CONTRACTOR:**

PlaceWorks

101 Parkshore Drive, Ste. 200

Folsom, CA 95630

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: Mark Kiser  
COUNTY COUNSEL

Date: 03/03/2026

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 03/03/2026

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), CONSULTANT 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 whatsoever that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness, or willful misconduct in performing professional services under this Agreement. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY against any action or suit brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or provision of services undertaken pursuant to this Agreement. The duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code section 2778, and is subject to any limits provided for in Civil Code section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. CONSULTANT's negligence, reckless or willful misconduct includes the negligence, recklessness and willful misconduct of CONSULTANT's officers, employees, agents and subconsultants.
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 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.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

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, 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. Any modification or use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of COUNTY and without liability or legal exposure to CONTRACTOR.

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 shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

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  
Department of Planning & Building Services  
860 N Bush St.  
Ukiah, CA 95482  
Attn: Julia Krog, Director

To CONTRACTOR: Placeworks  
101 Parkshore Dr., Ste. 200  
Folsom, CA 95630  
Attn: Jennifer Gastelum, Principal

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. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- 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 Housing Element Update and Justice Element preparation assistance shall not exceed \$334,925.00 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.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

#### **Task 1 Project Initiation**

##### Task 1.1 Kick-Off Meeting

Contractor will prepare for and attend a virtual kick-off meeting to exchange information, refine the scope and schedule, and initiate work. At the meeting we will:

- Determine staff contact protocol
- Review and finalize the scope of work and schedule
- Review Housing Element legal requirements, Housing & Community Development (HCD) practices
- Identify stakeholders
- Provide a list of data needs

##### *Task 1.1 Deliverables:*

- \* *Kick-off meeting agenda, data needs list, and a list of stakeholders (electronic copies)*
- \* *Agenda and notes for subsequent calls with staff (electronic copies)*
- \* *Project schedule (as revised based on contract execution date)*

##### Task 1.2 Project Management

Contractor will communicate with County staff via phone and email throughout the project. In addition, Contractor project team will:

- Lead monthly Zoom check-in meetings
- Provide an internet-based folder for all project materials accessible to the County and consultants.
- Reallocate remaining funds to other tasks within the scope when tasks are completed under budget, with County approval.
- Send draft documents through quality control in advance of submitting to the County for review.
- Act as a liaison to ensure successful communication and coordination with HCD during the project.

##### *Task 1.2 Deliverable:*

- \* *Monthly meetings for the first six months, and then six additional meetings at the county's request.*

## **Task 2                      Review of Previous Housing Element**

### Task 2.1      Review Previous Housing Element

Contractor will work closely with the County to determine the status, effectiveness, and appropriateness of the 2019–2027 housing programs. Contractor will rely on the annual Housing Element reports prepared during the planning period to gather and document all available information regarding specific accomplishments, identifying content to continue, modify, or discontinue. Findings from the evaluation will be detailed in a matrix to be included in the draft Housing Element and used as a basis for program revisions for the remainder of the planning period. Contractor will send the review matrix to the County to provide input before including it in the Administrative Draft Housing Element.

#### *Task 2 Deliverables:*

- \* *Program review matrix for County review*
- \* *Review of previous housing programs to be included in the administrative draft Housing Element*

## **Task 3                      Housing Element Preparation**

### Task 3.1      Needs Analysis

Contractor will update the needs analysis pursuant to Government Code Section 65583 with data from the US Census, American Community Survey, and other relevant sources. If HCD provides a preapproved data packet, that will be used as well.

The updated needs analysis will include:

- **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 acutely low and 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, and 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 SB 375 and AB 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

### Task 3.2 Fair Housing Assessment

The fair housing assessment will include an assessment of fair housing practices, in accordance with AB 686, examining the relationship of available sites to areas of high opportunity, and include actions to affirmatively advance fair housing. The California Tax Credit Allocation Committee (TCAC)/HCD Opportunity Maps will be included as well as approved HCD maps that are intended to display the areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The goal of AB 686 is to ensure available sites for low-income housing are in high-resource areas rather than concentrated in areas of high segregation and poverty. It will be important for the assessment to demonstrate adequate sites throughout the county and meaningful actions to overcome geographic disparities. Contractor will be responsible for preparing the fair housing related maps and maps that overlay the vacant land inventory on the fair housing maps. Contractor will rely on HCD's 7th cycle rural community fair housing outline and local knowledge questionnaire to inform the assessment.

### Task 3.3 Site Inventory and Analysis of Resources

Contractor will prepare the sites inventory section of the Housing Element, demonstrating how the county will satisfy its Regional Housing Needs Assessment (RHNA) in each income category. This will include identifying safe assumptions, evaluating sites, analyzing potential policy strategies to increase site capacity, and demonstrating development viability.

#### Task 3.3.1 Regional Housing Needs Allocation

Contractor understands that Mendocino County Council of Governments (MCOG) has a RHNA obligation of 6,456 units, but a methodology has not yet been approved by HCD and therefore the RHNA has not yet been distributed between Fort Bragg, Willits, Ukiah, Point Arena, and the unincorporated county. Assuming the RHNA percentages are similar to the 6th cycle update, the county's RHNA is projected to increase by 25 percent, approximately 3,300 units. Contractor will work closely with County staff to monitor the schedule of the final methodology.

#### Task 3.3.2 Housing Parcel Identification Analysis

Contractor will start with the County's 6th cycle sites inventory to determine the remaining sites available for the development of housing. Contractor will propose initiating conversations early on with the Community Service Districts and Community Service Areas to focus on areas where sewer exists and sites larger than 0.5 acres and smaller than 10 acres. In addition, contractor will also inventory approved projects and specific plans that may have available capacity to meet the RHNA.

Contractor will prepare an inventory, map, and analysis clearly illustrating the County's capacity to accommodate the RHNA. In keeping with State law, Contractor will document the realistic development capacity of each site and will prepare a map showing all identified sites.

Contractor will work with the County to determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing.

Task 3.3.3 Alternative RHNA Opportunities

Contractor will also explore alternative RHNA credits. This will include identifying accessory dwelling unit (ADU) capacity, employee housing, preservation of existing at-risk affordable housing projects, and other non-traditional RHNA credit opportunities.

Task 3.3.4 Underutilized Sites Analysis

Upon request of County, Contractor will complete an analysis of nonvacant/underutilized sites (these are sites that may currently have an existing structure but have additional capacity to include housing) to address a portion of the RHNA. As part of this analysis, the realistic development potential within the planning period by considering the extent that an underutilized/nonvacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher-density residential development, market trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites will be included.

Task 3.3.5 Infrastructure Analysis

Contractor will work to determine if parcels in the inventory have sufficient water, sewer, and dry utilities available and accessible to support housing development, including a review of existing General Plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply to support housing development on the site. The analysis will provide sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have capacity to accommodate development on all identified sites to accommodate the RHNA.

Task 3.3.6 Rezones to Meet the RHNA

If rezones are necessary, Contractor will work with County staff to identify viable and appropriate sites consistent with HCD requirements.

**Housing Element Rezone Program**

Contractor will work with the County to complete the rezoning of properties to meet the RHNA. This process assumes up to two meetings to identify areas of the county where increased density would be appropriate. These can be community meetings with the public to discuss potential sites for rezoning and discuss how a rezone could affect their properties and/or internal meetings to discuss rezoning approaches with staff.

**Prepare Draft Zoning and General Plan Map Changes**

Contractor will create a series of maps depicting the rezoning of the subject lots as specified in the Housing Element. A draft of this work will be provided to the County for review and comment prior to use. This task assumes that the County will provide all necessary GIS data, including, but not limited to, parcels, ownership data, and existing General Plan, zoning, and Specific Plan data.

*\*This does not include corresponding General Plan Land Use Amendments.*

Task 3.4 Electronic Housing Element Site Inventory Form

Pursuant to SB 6 (Chapter 667, Statutes of 2019), jurisdictions adopting a Housing Element on or after January 1, 2021, Contractor will prepare the electronic land inventory and submit it to HCD upon adoption of the Housing Element.

Task 3.5 Financial and Programmatic Resources

Contractor will update financial, physical, and program resources available for affordable housing programs, including local and state funding programs and private-sector resources. Included the Contractor will assess current and potential housing programs to recommend future programs that will support the County's housing objectives.

Task 3.6 Housing Constraints

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

Task 3.7 Housing Goals, Policies, and Quantified Objectives

Contractor will work with County staff to update goals, policies, programs, and quantified objectives (pursuant to California Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on conversations with County staff, 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:

- New State requirements
- Consistency and compliance with any draft General Plan elements and community goals
- Mitigation of governmental constraints to providing and improving housing
- Housing opportunities for all residents, including those with special housing needs
- Fair housing programs
- Sources of affordable housing funding
- Preservation and improvement of existing affordable housing
- Development of adequate housing and infrastructure to accommodate the RHNA

*Task 3 Deliverable:*

- \* Administrative draft Housing Element

## **Task 4                      Analysis of Disadvantaged Unincorporated Communities**

### Task 4.1      Identify Disadvantaged Communities

Contractor will work with County staff to identify disadvantaged communities consistent with municipal services law, recent census data releases, and updated sphere of influence determinations. Included Contractor will:

- Refine the list of Disadvantaged Unincorporated Communities (DUCs) with data from the latest California Priorities Population Mapping system, recent applicable sphere of influence updates, and guidance from the County.
- Describe with respect to location, total population, households, and housing units, and other pertinent land use information that may be useful for the analysis.
- Map each DUC and include an aerial as needed to show the location and extent.

### Task 4.2      Analyze Infrastructure and Service Needs or Deficiencies

Once the DUCs have been identified, Contractor will analyze water, wastewater, storm drainage, and structural fire needs or deficiencies for each of the approximately one dozen or so DUCs. Beginning with the 2019 Housing Element analysis of the DUCs and their infrastructure needs Contractor will then:

- Refine the analysis of water, sewer, drainage, and fire protection services based on recent sphere of influence updates conducted for special districts.
- Provide a brief survey that districts can use to fill in the gaps in information, in particular the ISO fire service ratings if available for structural fire protection.
- Analyze potential funding mechanisms that could make the extension of services and facilities to identified communities financially feasible.

### Task 4.3      Summary Memorandum

Contractor will prepare a summary memorandum regarding whether any DUCs exist that meet the requirements of SB 244. Once analysis is completed, the consultant will recommend to the County if either: (1) an amendment to the land use element is required or other applicable General Plan elements; or (2) conclude that no targeted SB 244 land use element amendment would be necessary.

#### *Task 4 Deliverables:*

- \* *Administrative Draft Summary Memorandum (Microsoft Word)*
- \* *Final Summary Memorandum (Microsoft Word and PDF)*

## **Task 5                      Environmental Justice Element**

Of the past decade, environmental justice and public health have become critical topics in general plans. In 2016, the State Legislature adopted the Planning for Healthy Community Act (SB 1000), requiring the integration of environmental justice goals, policies, and programs into comprehensive general plans. In 2020, California's Office of Planning and Research published guidelines for environmental justice elements and the California Attorney General followed with guidance in 2024. Since then, the Attorney General has issued corrective letters for county general plans for compliance with SB

1000, including, Stanislaus (2025), Fresno (2022), Riverside (2021), Tulare (2020), and San Bernardino and Ventura (2019).

Public health is closely related to environmental justice because local land use decisions often affect the health of residents, particularly those living within disadvantaged communities. Mendocino County's disadvantaged communities and tribal reservation have wrestled with legacy landfills, illegal dumping, underground water contamination, pesticides, and other issues. Unincorporated disadvantaged communities are also known for significant shortages in primary, mental, and dental care as well as poor health. The County's 2024 Community Health Needs Assessment describes these health issues and the underlying issues of poverty, unemployment, and lack of education that often accompanies it.

In light of the above, Contractor will work with the County to prepare a stand-alone Environmental Justice Element consistent with the requirements of SB 1000. The Environmental Justice Element will establish goals, policies, and objectives that address existing inequities by reducing pollution and health burdens, improving living conditions, and elevating the voices of historically marginalized residents.

The Environmental Justice Element will:

- Identify marginalized and disadvantaged communities, using the latest publicly available local, state, and federal data sources, to document the location and conditions within each community;
- Define objectives and policies to reduce unique or compounded health risks through reduced pollution exposure, access to public facilities, healthy food, adequate housing, and physical activity;
- Identify objectives and policies to increase civic engagement and inclusive participation in public decision making; and
- Develop an implementation plan that identifies and prioritizes various programs and capital investments that directly respond to the needs of disadvantaged communities.

Addressing environmental justice in a comprehensive general plan, particularly when broader community health needs are considered, can be a considerable task when such an effort has not been made in the past. Environmental justice interventions can be extensive, covering a wide range of topics that include transportation, public safety, affordable housing, food availability, parks, and education among others.

We have therefore structured our scope of work to cover potential options: (1) a budget-sensitive approach limited to environmental justice only; and (2) a more extensive approach that considers public or community health objectives as part of environmental justice based on the pressing health conditions in the county.

#### Task 5.1 Identify Disadvantaged Communities

The first task is to identify the disadvantaged communities within Mendocino County. Contractor will review a variety of online and publicly available tools to identify disadvantaged communities in Mendocino County. These tools include, but are not limited to, the following:

- CalEnviroScreen
- Federal EPA EJScreen
- Healthy Places Index
- Federal CDC Places
- Healthy Mendocino Health Index

Contractor will analyze census tracts against these indices to identify those that are denoted as disadvantaged.

*\*Note that scope is not intended to duplicate efforts underway for the Local Coastal Plan and Sea Level Rise studies.*

**Task 5.2 Community Outreach and Engagement**

Community outreach is an important part of a Health and Environmental Justice Assessment. While statewide indices rely on data that is generally available to the public, these indices are not intended to obtain granular information about local issues. The best way to obtain this information is to interview local stakeholder organizations or survey residents who are more familiar with the conditions on the ground. Therefore, Contractor proposes two additional means of soliciting and collecting community input: stakeholder interviews as well as a community survey as part of the outreach and engagement, as discussed in Task 8.

**Task 5.3 Conduct Secondary Analysis**

While the first task identified disadvantaged communities, this task is intended to provide a more in-depth understanding of disadvantaged tracts so that responsive goals, policies, and programs can be developed. The depth of this analysis can vary significantly depending on your needs. Topics that will be explored are shown below. The optional topics are those that directly relate to the health of residents as their health typically relates to the condition of the environment in which they reside.

<b>Required Topics</b>	<b>Recommended Topics</b>
Demographic/Households	Health Conditions
Economic/Education/Employment	Access to Health Facilities
Environmental Pollution	Health Risk Behaviors
Water System Reliability	Health Outcomes
Aquifer Risk by Contaminant	Special Needs

As part of this analysis, Contractor will also focus on the tribal reservations in Mendocino County to determine the extent to which these environmental justice and health concerns are concentrated in tribal reservations.

Understanding the geographic differences in various conditions in Mendocino is a fundamental part of environmental justice. Therefore, Contractor will map, as appropriate, the key indicators for environmental justice and/or provide in tabular format, where appropriate, comparisons of metrics with regional or statewide data.

#### Task 5.4 Summary Memorandum

Contractor will prepare a memorandum providing a high-level overview of the key environmental justice issues, associated maps or tabular information needed to explain the key findings, and opportunities to address them.

#### Task 5.5 Preparation of Environmental Justice Element

Contractor will work with the County to prepare a stand-alone Environmental Justice Element consistent with SB 1000. The Environmental Justice Element will establish goals, policies, and objectives that address existing inequities by reducing pollution and health burdens, improving living conditions, and elevating the voices of historically marginalized residents in long-range planning.

The Environmental Justice Element will:

- Define a series of goals, policies, and objectives that are intended to reduce unique or compounded health risks in disadvantaged communities.
- Address topics such as reduced pollution exposure, improved air quality, enhanced access to public facilities, healthy food, safe and sanitary housing, and opportunities for physical activity.
- Identify objectives and policies to increase civic engagement and inclusive participation in public decision making.
- Prioritize programs and capital investments that directly respond to the needs of disadvantaged communities.
- Contain a series of programs with defined objectives that planning staff and decision makers can use to schedule commitments.

Contractor will also ensure the Environmental Justice Element is internally consistent with all other General Plan elements and aligned with other relevant County plans and implementation programs, so that environmental justice principles are integrated throughout the County's policy framework.

#### Task 5 Deliverables:

- \* Environment justice survey and survey results
- \* Environmental justice interviews and interview summary
- \* Draft summary memorandum of disadvantaged areas, key issues, attached maps and tabular data
- \* Final summary memorandum of disadvantaged areas, key issues, attached maps and tabular data
- \* Administrative Draft Environmental Justice Element of the General Plan (Microsoft Word)
- \* Public Review Draft Environmental Justice Element of the General Plan (Microsoft Word and PDF)
- \* Final Draft Environmental Justice Element of the General Plan (Microsoft Word and PDF)

## **Task 6. Prepare and Finalize Housing Element**

### Task 6.1 Administrative Draft

Contractor will incorporate the feedback received during the outreach opportunities (meetings, consultations, etc.) into the Administrative Draft Housing Element. Contractor will submit the Administrative Draft Housing Element to County staff for review as an electronic copy in Microsoft Word. Any outstanding data still needed from the County will be flagged so it can be addressed during County staff's review. We request that we receive one consolidated set of County comments on the Administrative Draft.

#### *Task 6.1 Deliverable:*

- \* One electronic copy (in MS Word) of the Administrative Draft Housing Element.

### Task 6.2 Public Review Draft

Contractor will address staff comments on the Administrative Draft and reply to any questions. We will incorporate comments and revisions from staff's review of the Administrative Draft, as directed. Contractor will then prepare a Public Review Draft Housing Element to present to Planning Commission and Board of Supervisors to post on the County's website for a 30-day public review period. If comments are received during that 30-day period, Contractor will take the required 10-days to review and consider all comments received.

#### *Task 6.2 Deliverable:*

- \* *One electronic copy (in MS Word and PDF) of the Public Review Draft Housing Element to be posted on the County's website for 30 days at a minimum.*

### Task 6.3 HCD Public Review Draft

Contractor staff will maintain strong working relationship with HCD reviewers, working closely with HCD staff throughout the update.

#### Task 6.3.1 HCD Public Review Draft 1

Contractor will address public comments and incorporate them into the Public Review Draft and prepare a draft for submittal to HCD for a 90-day review.

##### *Task 6.3.1 Deliverables:*

- \* *One electronic copy (in MS Word and PDF) and one hard copy of the HCD Public Review draft to send to HCD with a cover letter for their 90-day review.*

#### Task 6.3.2 HCD Public Review Draft 2

Contractor will work with County staff to address HCD's comments and incorporate them into the second Public Review Draft for posting on the County's website for seven days and then for submittal to HCD for an additional 60-day review.

*Task 6.3.2 Deliverables:*

- \* *One electronic copy (in MS Word and PDF) and one hard copy of track changes of the HCD Review draft to send to HCD with a cover letter for their 60-day review.*

Task 6.3.3 Addressing Public Comment

During each release of the document, Contractor will review public comments and incorporate revisions into the Housing Element as necessary. The budget assumes eight hours of Contractor' time to review and respond to public comments.

*\*The budget does not assume preparing a formal response to the commenter.*

*Task 6.3.3 Deliverables:*

- \* *Eight hours to review and respond to public comments in the Housing Element*
- \* *Comments summarized in the draft Housing Element.*

Task 6.4 Adopted Final Housing Element

Once the County receives conditional approval from HCD on the Housing Element, Contractor will prepare a final Housing Element for adoption. Following adoption, Contractor will submit the final Housing Element to HCD for a 60-day certification review.

The County will be responsible for submitting the Housing Element to the water/sewer districts and Governor's Office of Land Use and Climate Innovation once the Housing Element is certified by the State.

*Task 6.4 Deliverables:*

- \* *Final Housing Element (Microsoft Word and PDF)*

**Task 7 State Certification**

Contractor has a strong working relationship with HCD reviewers, and can meet with HCD staff as needed to ensure Housing Element certification.

Contractor will serve as the County's liaison to HCD. This service will include:

- Submittal of the draft Housing Element to HCD (90-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 (60-day review)

*Task 7 Deliverables:*

- \* *Two submittals to HCD, including cover letters 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 8                      Community Outreach**

Focused and meaningful community engagement is an important part of the Housing Element update process. Government Code Section 65583(c)(7) requires: “The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort.” Contractor recommends a 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. Flexibility with community participation is essential. Within the outreach programs, Contractor recommends that the public outreach efforts cover both the Housing Element and Environmental Justice Element to engage a more cohesive approach. Contractor will collaborate with County staff to adjust and customize their community involvement strategy during the initial kickoff meeting.

### Task 8.1      Planning Commission Study Session

Contractor proposes one study session with the Planning Commission where the public is invited at the start of the project to inform them of the requirements of the Housing Element and the Environmental Justice Element, new State laws, and the project schedule. This will also provide time for the commissioners and the public to ask questions at the beginning of the project.

#### *Task 8.1 Deliverables:*

- \* *Draft and Final PowerPoint Presentation*
- \* *Summary of findings and public comments*

### Task 8.2      Community Meetings

Contractor will assist with two workshops. To reach the most residents, this should be 1 virtual meeting and 1 in-person meeting. Contractor will work with staff to determine the best approach for the community meetings, but typically, will hold one meeting to educate the public on the Housing Element process and provide initial findings and the second meeting is to present initial findings, and to discuss the proposed sites inventory to ensure the public is involved with this process. Contractor will prepare meeting materials, including PowerPoint presentations, handouts, and in-person surveys. This presentation will be designed to inform and to ask questions for residents and stakeholders to respond to.

#### *Task 8.2 Deliverables:*

- \* *Attendance at 2 meetings (1 virtual and 1 in-person)*
- \* *Draft and Final PowerPoint Presentation*
- \* *Summary of findings and public comments*

### Task 8.3      Online Survey

Contractor will prepare an online survey that will cover both housing and environmental justice topics. The survey allows residents to provide input without having to travel to

public hearings or attend community workshops. The feedback received will be used to identify needs and constraints.

Contractor will be responsible for preparing a draft survey that will be shared with County staff prior to distribution. The survey will include Housing and Environmental Justice topics. Contractor will rely on the available social media platforms (Facebook, Instagram, NextDoor) and on the County's website to inform residents of the survey. From the survey responses received, Contractor will prepare a summary of the findings to include in the Housing Element and Environmental Justice Element and to help guide and inform the development of goals, policies, and programs.

*Task 8.3 Deliverables:*

- \* *Draft and Final Community Housing Survey, in a digital format and hard copy*
- \* *Summary of findings to incorporate into the Housing Element*

**Task 8.4 Stakeholder Interviews**

Contractor has found that conducting virtual stakeholder interviews with organizations representing different socioeconomic members of the community is a valuable way of identifying housing needs and gather targeted input, particularly for marginalized groups that will not participate in the public process. Contractor will work with County staff to develop a list of 10 to 12 organizations and will conduct a phone or email survey to discuss the issues and housing-related needs of their clients. Contractor will also cover environmental justice topics and propose identifying a tribal liaison to include in this process. While Contractor will work with County staff to identify stakeholders, this could include the following:

- Legal Services of Northern California
- Mendocino Coast Hospitality Center
- Disability Services and Legal Center (DSLCL)
- Rural Communities Housing Development Corporation
- Green Action for Health and Environmental Justice
- Mendocino Public Health Department
- Alliance for Rural Community Health
- California Accountable Communities for Health Initiative
- Consolidated Tribal Health Project

*Task 8.4 Deliverables:*

- \* *Eight to ten completed consultations to inform the Housing Element and Environmental Justice Element.*

**Task 9 Public Hearings**

Contractor will attend four public hearings. Two hearings (one Planning Commission and one Board of Supervisors) to present the draft Housing Element and Environmental Justice Element prior to submitting the draft Housing Element to HCD, and two hearings

(one Planning Commission and one Board of Supervisors) for adoption of the Housing Element and Environmental Justice Element.

*Task 9 Deliverables:*

- \* *Attendance at four public hearings*
- \* *PowerPoint presentations*

**Task 10                    CEQA Compliance**

Contractor will prepare documentation required for CEQA compliance after understanding the whole of the project including any potential rezonings. Depending on the level of CEQA documentation required, the contract may need to be amended to provide additional budget.

**Task 11            Tribal Consultations (SB 18 and AB 52)**

Contractor will complete the Native American Heritage Commission (NAHC) online form requesting a tribal contact list. Using the addresses on the NAHC list, Contractor will draft letters (on County letterhead) to each of the tribes inquiring whether they want consultation. In addition to the NAHC list, letters will also be prepared for any tribes who have requested consultation pursuant to AB 52. 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). Contractor can facilitate and attend the consultation(s); however, the County must be represented. 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 CEQA Sections 21080.3.1 and 21080.3.2. Following the consultation meeting (or conference call), Contractor 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 environmental document for public review. Completion of the SB 18 process is needed prior to acting on the project.

*Task 11 Deliverables:*

- \* *Draft letter to NAHC-identified tribes*
- \* *Facilitation, attendance, and documentation of requested consultations*
- \* *Written results of consultation, including closure of AB 52 consultation*

**Task 12            Review General Plan for Consistency**

Contractor will review the County's General Plan to identify any issues in compliance with State law consistent with the 2027-2035 Housing Element. Contractor will provide an outline identifying the recommended amendments to other General Plan elements and key components that will be necessary to complete the amendments.

*Task 12 Deliverables:*

- \* *General Plan Consistency Memo*

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

Contractor shall submit invoices for services to County, monthly, detailing the dates and services per task provided. Billable rates and estimated hourly schedules are delineated below along with a standard staffing billable rate chart. Invoices shall be processed for payment within 30 days from the date the invoice was received by County unless changes or modifications are required per the direction of County. Invoices for services provided over 120 days prior to invoicing will not be accepted.

Staff Level	Hourly Bill Rate
Principal	\$210-\$345
Associate Principal	\$195-\$295
Senior Associate II	\$170-\$280
Senior Associate I	\$160-\$240
Associate II	\$135-\$210
Associate I	\$125-\$195
Project Planner	\$105-\$185
Planner	\$90-\$165
Graphics Specialist	\$90-\$175
Administrator	\$145-\$250
Clerical/Word Processing/Technical Editor	\$45-\$175
Intern	\$80-\$135

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.

Payments under this Agreement shall not exceed Three Hundred Thirty-Four Thousand Nine Hundred Twenty-Five Dollars (\$334,925) for the term of this Agreement.

[END OF PAYMENT TERMS]

Placeworks Cost Estimate by Task and Team Member																	
Title:	Jennifer Gastelum Principal	Cynthia Walsh Senior Associate	Hollie Safran Associate	Jose Ayala Associate	Hazel Choi Project Planner	Mark Hoffman Associate Principal	Jenny Yu Associate	Mark Teague Principal Advisor	Miles Barber Project Manager	Jessica Mendoza Project Planner	Rob Mazur Associate Principal	Leo DiPiero Project Planner	Graphics	Technical Editing	WP/Clerical	Placeworks Hours	Total Task Budget
Role:	Principal-in-Charge	Project Manager	Housing	Housing	Housing	Environmental Justice Element Lead	Environmental Justice	CEQA Advisor	CEQA	CEQA	Director of GIS	GIS					
2026 Hourly Rate:	\$290.00	\$235.00	\$195.00	\$190.00	\$170.00	\$275.00	\$190.00	\$290.00	\$190.00	\$165.00	\$260.00	\$160.00	\$150.00	\$170.00	\$150.00		
<b>Task 1. Project Initiation</b>																	
1.1 Kick-Off Meeting	1	2	1		2	2											\$1,835.00
1.2 Project Management	4	35	8			8											\$13,105.00
<b>Task 1. Subtotal</b>	<b>5</b>	<b>37</b>	<b>9</b>	<b>0</b>	<b>2</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>63</b>	<b>\$14,940.00</b>
<b>Task 2. Review of Previous Housing Element</b>																	
2.1 Review of Previous Housing Element		4	5		30												\$7,210.00
<b>Task 2. Subtotal</b>	<b>0</b>	<b>4</b>	<b>5</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>\$7,210.00</b>
<b>Task 3. Housing Element Preparation</b>																	
3.1 Needs Analysis		6	8	5	35												\$10,050.00
3.2 Fair Housing Assessment	2	6			40						8						\$10,870.00
3.3 Site Inventory and Analysis of Resources																	\$4,030.00
3.3.1 Regional Housing Needs Allocation (RHNA)		2															\$470.00
3.3.2 Housing Parcel Identification Analysis		4	12	8							8						\$6,880.00
3.3.3 Alternative RHNA Opportunities		4	4		5												\$2,740.00
3.3.4 Unincorporated Sites Analysis		4	4		8												\$3,080.00
3.3.5 Infrastructure Analysis		2	2		8												\$2,220.00
3.3.6 Routes to Meet the RHNA	4	12	20		20			8				20	5				\$17,700.00
3.4 Electronic Housing Element Site Inventory		1			8												\$1,585.00
3.5 Financial and Programmatic Resources					4												\$680.00
3.6 Housing Constraints		4	8		18												\$5,220.00
3.7 Housing goals, Policies, and Quantified Objectives	2	8	8		8												\$5,380.00
<b>Task 3. Subtotal</b>	<b>6</b>	<b>53</b>	<b>66</b>	<b>14</b>	<b>153</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>20</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>344</b>	<b>\$66,895.00</b>
<b>Task 4. Analysis of Disadvantaged/Unincorporated Communities</b>																	
4.1 Identify Disadvantaged Communities						4	6					20					\$6,470.00
4.2 Analyze Infrastructure and Service Needs or Deficiencies					30	10	20										\$11,500.00
4.3 Summary Memorandum	1	1			12	8	8										\$6,885.00
<b>Task 4. Subtotal</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>22</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>124</b>	<b>\$23,965.00</b>
<b>Task 5. Environmental Justice Element</b>																	
5.1 Identify Disadvantaged Areas						12	28										\$8,560.00
5.2 Community Outreach and Engagement (see 8.3 & 8.4)											8	32					\$0.00
5.3 Conduct Secondary Analysis					60	20	40										\$30,400.00
5.4 Summary Memorandum						12	26										\$8,500.00
5.5 Preparation of Environmental Justice Element		2			40	20	40					8	5	8			\$24,110.00
<b>Task 5. Subtotal</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>64</b>	<b>136</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>40</b>	<b>5</b>	<b>8</b>	<b>8</b>	<b>266</b>	<b>\$71,630.00</b>
<b>Task 6. Prepare and Finalize Housing Element</b>																	
6.1 Administrative Draft	4	10	3		9												\$6,595.00
6.2 Public Review Draft	1	5	3		15								12		1		\$4,920.00
6.3 HCD Public Review Draft																	\$0.00
6.3.1 HCD Public Review Draft 1	1	4	3		8											1	\$3,325.00
6.3.2 HCD Public Review Draft 2	1	4	3		8											1	\$3,325.00
6.3.3 Addressing Public Comment			4		4												\$1,460.00
6.4 Adopted Final Housing Element			6													4	\$2,010.00
<b>Task 6. Subtotal</b>	<b>7</b>	<b>29</b>	<b>16</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>15</b>	<b>123</b>	<b>\$23,735.00</b>	
<b>Task 7. State Certification</b>																	
7.1 State Certification	2	6	12	8	14												\$8,230.00
<b>Task 7. Subtotal</b>	<b>2</b>	<b>6</b>	<b>12</b>	<b>8</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>\$8,230.00</b>
<b>Task 8. Community Outreach</b>																	
8.1 Planning Commission Study Session	2	10	4		8	4											\$6,150.00
8.2 Community Meetings	2	16			8	5					5						\$9,780.00
8.3 Online Survey	2	8	10		12	5						2	2	4			\$9,310.00
8.4 Stakeholder Interviews		4		12	40	5											\$11,540.00
<b>Task 8. Subtotal</b>	<b>6</b>	<b>38</b>	<b>14</b>	<b>12</b>	<b>68</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>4</b>	<b>160</b>	<b>\$36,880.00</b>
<b>Task 9. Public Hearings</b>																	
9.1 Public Hearings		38	2	2	12	8							4				\$14,500.00
<b>Task 9. Subtotal</b>	<b>0</b>	<b>38</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>66</b>	<b>\$14,500.00</b>
<b>Task 10. CEQA Compliance</b>																	
10.1 CEQA		16				40	50		150			8	8	24			\$58,020.00
<b>Task 10. Subtotal</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>60</b>	<b>160</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>24</b>	<b>0</b>	<b>316</b>	<b>\$58,020.00</b>
<b>Task 11. SB 18 and AB 52 Tribal Consultation</b>																	
11.1 SB 18 and AB 52 Tribal Consultation										15						2	\$2,850.00
<b>Task 11. Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>18</b>	<b>\$2,860.00</b>
<b>Task 12. Review of General Plan for Consistency</b>																	
12.1 Review of General Plan for Consistency		2	2		8												\$2,230.00
<b>Task 12. Subtotal</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$2,230.00</b>
<b>Labor Hours Total</b>	<b>29</b>	<b>225</b>	<b>127</b>	<b>35</b>	<b>473</b>	<b>125</b>	<b>170</b>	<b>48</b>	<b>60</b>	<b>175</b>	<b>30</b>	<b>68</b>	<b>26</b>	<b>48</b>	<b>31</b>	<b>1694</b>	<b>\$331,925.00</b>
<b>Labor Dollars Total</b>	<b>\$8,410.00</b>	<b>\$53,110.00</b>	<b>\$24,765.00</b>	<b>\$6,840.00</b>	<b>\$80,410.00</b>	<b>\$34,020.00</b>	<b>\$32,300.00</b>	<b>\$13,920.00</b>	<b>\$11,400.00</b>	<b>\$28,180.00</b>	<b>\$7,800.00</b>	<b>\$14,080.00</b>	<b>\$3,900.00</b>	<b>\$8,160.00</b>	<b>\$4,650.00</b>		
<b>REIMBURSABLE EXPENSES</b>																	
<b>Placeworks Reimbursable Expenses</b>																	<b>\$3,000.00</b>
<b>Grand Total</b>																	<b>\$334,925.00</b>

## 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 obtain and maintain insurance coverage as follows:

- 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.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[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 email [Auditorap@mendocinocounty.gov](mailto:Auditorap@mendocinocounty.gov)