

# Attachment 2

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## COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and: Harris & Associates, Inc. ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:  
Provide an update to the General Plan Housing and Safety Elements, and preparation of an Environmental Justice Element in a manner that is consistent with current State law.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$967,520.
3. **TERM OF AGREEMENT.** The term of this Agreement is from October 1, 2022 to September 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A**     **Scope of Services/Payment Provisions**

**Exhibit B**     **RFP #10832, Update to the General Plan Housing and Safety Elements and  
Creation of an Environmental Justice Element**

5. **PERFORMANCE STANDARDS.**

- 5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**6. PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to the County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

**7. TERMINATION.**

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

**8. INDEMNIFICATION.**

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by County.

**9. INSURANCE.**

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Modification (Justification attached; subject to approval).

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

- Agreement Under \$100,000 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- Agreement Over \$100,000 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers’ Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- Modification (Justification attached; subject to approval).

Professional Liability Insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

- Modification (Justification attached; subject to approval).

- 9.04 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of each endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of

records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.



**12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13. COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**14. INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR’s failure to pay such taxes.

**15. NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’s Contract Administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Kathy Nielsen, Management Analyst II Name and Title	Hitta Mosesman, Vice President Name and Title
Housing & Community Development 1441 Schilling Place, South 2 <sup>nd</sup> Floor Salinas, CA 93901-4527 Address	Harris & Associates, Inc. 450 Lincoln Avenue, Suite 103 Salinas, CA 93901 Address

(831) 755-4832  
194-HCD-Contracts@co.monterey.ca.us  
Phone

(949) 291-3729  
Hitta.Mosesman@WeAreHarris.com  
Phone

## 16. MISCELLANEOUS PROVISIONS.

- 16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.14 Integration. This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**17. CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5; and, California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*\*

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: DocuSigned by: Debra R. Wilson  
7B741937A0D1E3A...  
Contracts/Purchasing Officer

Date: 10/5/2022

By: \_\_\_\_\_  
Department Head (if applicable)

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

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel<sup>1</sup>

By: DocuSigned by: Kelly L. Donlon, Assistant County Counsel  
22D690CA05A940B...  
County Counsel

Date: 9/13/2022

Approved as to Fiscal Provisions<sup>2</sup>

By: DocuSigned by: Jennifer Forsyth  
4E7E657875452A...  
Auditor-Controller

Date: 9/13/2022

Approved as to Liability Provisions  
Office of the County Counsel  
Leslie J. Girard, County Counsel<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

County Board of Supervisors' Agreement Number: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup> Approval by County Counsel is required for all Professional Service Agreements over \$100,000.

<sup>2</sup> Approval by Auditor-Controller is required for all Professional Service Agreements.

<sup>3</sup> Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9.

Harris & Associates, Inc.  
Contractor's Business Name\*

By: DocuSigned by: Hitta Mosesman  
(Signature of Chief, President, or Vice President) \*

Hitta Mosesman, Vice President  
Name and Title

Date: 9/12/2022

By: DocuSigned by: Steve Winchester  
(Signature of Chief, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Steve Winchester, CFO  
Name and Title

Date: 9/13/2022

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Harris & Associates, Inc., hereinafter referred to as “CONTRACTOR”**

### A. SCOPE OF SERVICES

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### **Task 1 – Project Management and Coordination**

##### **Task 1.1 – Kick-Off Meeting**

CONTRACTOR shall lead a virtual kick-off meeting with County staff to discuss project expectations regarding coordination, preferred communication methods, frequency of communication, check-ins/report outs, deliverables, relevant documents and project information, and data needed from County staff.

##### ***Deliverables:***

- *CONTRACTOR shall provide one draft and one final agenda (no less than three days prior to the meeting)*
- *Summary of meeting for GPU kick-off (within one week following meeting)*

##### **Task 1.2 – Schedule**

CONTRACTOR shall, working with County staff, provide a final project schedule within 14 business days following the kick-off meeting. The schedule shall include the following tasks and milestones pursuant to State requirements:

- Project milestones (tasks) with time allotted for staff review of work products.
- A public outreach timeline with public meetings and anticipated commission and counsel hearing.
- Anticipated environmental review timeline.
- Timelines for response to CA HCD review and certification of the Housing Element, including County staff review times.

##### ***Deliverables:***

- *CONTRACTOR shall provide a draft project schedule within three days prior to the kick-off meeting*
- *CONTRACTOR shall provide a finalized project schedule within 14 business days following the kick-off meeting.*

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- *CONTRACTOR shall review schedules at least once per month, and provide updated schedule as needed and not less than quarterly.*

### **Task 1.3 – Bimonthly Status Update Meetings**

CONTRACTOR shall provide bi-monthly virtual meetings with County staff, determined by County Project Manager, during the process to review project status and verify that objectives and milestones are being achieved.

#### ***Deliverable:***

*CONTRACTOR shall coordinate bi-monthly virtual status update meetings (up to 36).*

### **Task 1.4 – Meeting Participation**

CONTRACTOR shall be available, at the discretion of County Project Manager, to participate in and lead meetings with staff and public forums as listed below. This task includes meeting participation needed for meetings to prepare for, and leading up to, community and stakeholder meetings as described in Task 2. Meeting topic discussion will include meeting preparation (i.e., PowerPoint presentations, agendas and handouts, minutes, action items and research) and follow up in coordination with and/or as directed by County Project Manager.

CONTRACTOR shall be available for any additional briefings, study sessions, meetings and/or hearings, as needed and as budget allows.

CONTRACTOR shall respond to public or agency comments and shall be available to attend additional meetings/hearings on a time and materials basis.

CONTRACTOR shall provide a data request after the kick-off meeting.

CONTRACTOR shall prepare noticing documents for public workshops and posting to the County's website, social media accounts, and at various locations within the community.

#### ***Deliverables:***

- *One kick-off meeting with County staff to finalize work scope and initial project schedule and discuss project strategy and management (see Task 1.1).*
- *Up to 36 project status update meetings (virtual) with the County designated Project Manager on a bi-monthly basis (see Task 1.3).*
- *Up to two community meetings (virtual) on the Housing Element update (see Task 2.2).*

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- *Up to two community meetings (virtual) on the Safety Element update (see Task 2.2).*
- *Up to two community meetings (virtual) on the new Environmental Justice Element (see Task 2.2).*
- *One Community Open House for public review of the draft elements (see Task 2.2).*
- *Two rounds of virtual stakeholder interviews (up to 18 group meetings) (see Task 2.3).*
- *Up to two community meetings (virtual) on rezoning (see optional Task 3.7)*
- *Up to two project briefings (virtual) each with the Board of Supervisors and Planning Commission on an as-needed basis (a total of four meetings) (see Task 2.4).*
- *Two GPU introductory sessions, one each with the Board of Supervisors and Planning Commission (see Task 2.4).*
- *Up to five virtual public hearings for Housing Element Update, Safety, Environmental Justice, Zoning, and CEQA adoption purposes with Planning Commission and Board of Supervisors (Task 6).*
- *CONTRACTOR shall coordinate with CA HCD staff on any questions related to new Housing Element requirements, respond to any CA HCD inquiries and requests for information, and shall submit the draft and final versions of the Housing Element to CA HCD for up to two Draft Housing Element submittals (Task 3.7).*

### **Task 2 – Community Outreach and Engagement**

CONTRACTOR shall develop a program that effectively reaches, educates and engages the community throughout the update of the General Plan Elements.

CONTRACTOR shall prepare one handout for the Housing Element Update and one handout for both the Safety and Environmental Justice Elements to be used for noticing community meetings, providing web addresses for online information and general information about the Element (s).

#### ***Deliverable:***

*One draft and one final of a Housing Element handout and one draft and one final of a combined Safety and Environmental Justice handout.*

### **Task 2.1 – Community Engagement Plan**

CONTRACTOR shall develop a Community Engagement Plan that provides a framework and strategy for community members to be engaged in the General Plan update process.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### ***Deliverable:***

*One draft and one final Community Engagement Plan.*

### **Task 2.2 – Community Surveys and Workshops**

CONTRACTOR shall not commence work on Task 2.2 without prior written authorization from the County.

CONTRACTOR shall work with County staff to develop one Housing Element and one combined Safety/Environmental Justice community survey to gather input on issues pertinent to the Housing, Safety, and Environmental Justice Elements.

CONTRACTOR shall conduct virtual workshops focused on engaging the community to develop and review policies for the General Plan Update.

CONTRACTOR shall provide two community workshops per element (total of six) and two more for Optional Task 3.6.1, Rezoning. Community workshops will be provided as hybrid – virtual and in-person – unless COVID 19 restrictions warrant holding only virtual meetings. CONTRACTOR shall attend all meetings virtually.

CONTRACTOR shall work with County staff to determine the purpose of each meeting, including whether the meetings will be similar content/presentation at different locations and times or the meetings will provide successive information for initial input and then for focused feedback.

### ***Deliverables:***

- *One draft and one final Housing Element Community Survey.*
- *One draft and one final combined Safety/Environmental Justice Community Survey.*
- *Up to two community meetings, to be held as hybrid (virtual and in-person), for each of the three Elements to include agenda, noticing material, presentation, and workshop summary memo.*
- *Up to two community meetings, to be held as hybrid (virtual and in-person), on rezoning (see optional Task 3.6).*
- *One Community Open House.*

### **Task 2.3 – Stakeholder Focus Group Meetings**

CONTRACTOR shall work with County staff to develop framework and logistics for two rounds of stakeholder focus group meetings (up to 18). Focus group meetings shall be hybrid virtual/in-person or virtual. unless COVID 19 restrictions warrant holding only virtual meetings.



## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall attend all meetings virtually.

County staff shall identify and contact all appropriate groups to schedule and setup focus meetings. Below is a preliminary list of proposed stakeholder focus groups:

- Housing advocacy groups
- Renters
- Businesses and economic industry groups
- Property Owners (Task 3.4.3)
- Development community, including affordable housing developers
- Non-profit organizations & service providers
- Community groups, leaders and civic organizations
- Elementary and secondary schools
- Colleges and universities
- Youths
- Local agencies and utilities
- Health and wellness organizations and service providers
- Climate advocacy groups

***Deliverable:***

*Two rounds of stakeholder focus group meetings (up to 18), including agenda, points for discussion and meeting summary memo (one draft and one final of all documents).*

**Task 2.4 – County Leadership Meetings**

CONTRACTOR shall attend up to six briefings and introductory sessions with the Board of Supervisors and Planning Commission during the GPU process and provide support to County staff.

CONTRACTOR will provide support in the form of one draft and one final PowerPoint presentation for each meeting as directed by County staff.

***Deliverable:***

*Attendance and support for up to nine briefings and meetings Board of Supervisors and Planning Commission on an as needed basis (up to nine).*

**Task 2.5 – Messaging and Materials**

CONTRACTOR shall prepare content for General Plan Update web page – this includes general content such as an overview of the Housing, Safety, and Environmental Justice Elements, a summary of community outreach to date, outreach materials, and link to surveys. This task does not include creating the dedicated web page or uploading the content.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall also prepare content for social media posts for the County's Facebook, Twitter, and Instagram accounts to keep the community updated on the GPU progress and notify the community of engagement opportunities.

CONTRACTOR will prepare content for email blasts to interest lists as needed.

***Deliverable:***

*One draft and one final version of website content for GPU page, content for social media posts and content for email blasts to interest lists.*

### **Task 3 – Update to the Housing Element (Sixth Cycle)**

#### **Task 3.1 – Existing Housing Conditions and Need (including Special Housing needs)**

CONTRACTOR shall not commence work on Task 3.1 without prior written authorization from the County.

##### Task 3.1.1 – Community Profile/Housing Needs

CONTRACTOR shall develop the Community Profile section for the Housing Element. In order to develop this section, the CONTRACTOR shall do the following:

CONTRACTOR shall provide jurisdiction-specific graphs and write-ups with supporting data, including population, demographic, housing, market conditions and regional comparisons.

CONTRACTOR shall gather data to provide analysis of the availability, adequacy and affordability of housing.

CONTRACTOR shall develop a current housing inventory and evaluate housing conditions and needs through data sources and public engagement.

CONTRACTOR shall draft a housing needs assessment to identify the following:

- Population, demographic and employment trends
- Special housing needs and its relation to fair housing
- Existing housing stock characteristics

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### ***Deliverable:***

*One draft and one final Community Profile section (to be incorporated into the Administrative Draft Housing Element).*

### **Task 3.1.2 – Housing Resources**

CONTRACTOR shall develop the Housing Resources section for the Housing Element. In order to develop this section, the CONTRACTOR shall do the following.

CONTRACTOR shall research, identify and document all available programmatic, physical (land) and financial housing related resources.

CONTRACTOR shall evaluate existing policies and analyze resources to include the following:

- Funding resources
- Regulatory incentives for housing
- Residential development energy conservation opportunities
- Opportunities for furthering fair housing

### ***Deliverable:***

*One draft and one final Housing Resources section (to be incorporated into the Administrative Draft Housing Element)*

### **Task 3.1.3 – At-Risk Affordable Units**

CONTRACTOR shall draft a stand-alone At-Risk Affordable Units section to identify existing income-restricted and assisted housing developments eligible to change designation from very low, low and/or moderate-income housing during the Housing Element planning period (i.e., at-risk units).

CONTRACTOR shall include a cost analysis for extending covenants and replacing at-risk affordable units.

### ***Deliverable:***

*One draft and one final At-Risk Affordable Units section (to be incorporated into the Administrative Draft Housing Element)*

### **Task 3.2 – Housing Constraints**

CONTRACTOR shall not commence work on Task 3.2 without prior written authorization from the County.

CONTRACTOR shall develop the Housing Constraints section for the Housing Element. In order to develop this section, the CONTRACTOR will do the following.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall identify potential and actual governmental and nongovernmental constraints and impediments to housing for the production, maintenance, and improvement of housing across income levels within the County.

CONTRACTOR shall provide cross-jurisdictional comparisons with several Monterey County cities of fees only, as this information is publicly available on city websites as required by State law.

CONTRACTOR shall provide write ups of countywide non-governmental constraints, which typically includes community opposition to housing, cost of construction, limited availability of land and other topics.

***Deliverable:***

*One draft and one final Housing Constraints section (to be included in the Administrative Draft Housing Element)*

**Task 3.3 – Review of the Existing Housing Element**

CONTRACTOR shall develop the Fifth Cycle Review section for the Housing Element. In order to develop this section, the CONTRACTOR will do the following.

CONTRACTOR shall review the current Housing Element (Fifth Cycle) and identify the County's success in accomplishing/implementing the identified goals, policies, and programs; provide explanations and updates where goals, policies or programs are in progress, have been abandoned or have not proven effective.

CONTRACTOR shall finalize an overview of the adopted Housing Element and include requirements for coastal zone communities pursuant to California Government Code section 65588 (c) and (d).

***Deliverable:***

*One draft and one final Fifth Cycle Review section (to be incorporated into the Administrative Draft Housing Element).*

**Task 3.4 – Sites Inventory**

CONTRACTOR shall develop the Regional Housing Needs Assessment (RHNA) Inventory, Property Owner Outreach Materials (limited to an email to property owners, a list of talking points, an agenda and a PowerPoint presentation), and Site Inventory and Analysis section for the Housing Element, which includes review and analysis of vacant and underutilized sites to accommodate the Sixth Cycle RHNA allocation.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

This task shall begin immediately following the finalization of the Community Engagement Plan.

### Task 3.4.1 – Adequate Sites Analysis

CONTRACTOR shall analyze the vacant and non-vacant land inventory from the existing Housing Element to determine

- Sites developed with housing since the adoption of the Fifth Cycle housing Element.
- Number of units constructed, under construction and/or approved on the sites.
- The income levels for all units.

CONTRACTOR shall use the sites inventory and analysis to prepare a comparison of the relationship between the projected housing needs and the dwelling unit capacity and availability of services to said sites.

### Task 3.4.2 – Develop Draft RHNA Land Inventory

CONTRACTOR shall work with County staff to develop criteria and prepare a draft RHNA land inventory listing and map to use during stakeholder outreach. The draft RHNA Land Inventory will identify the development potential for possible housing sites to be vetted through the property owner outreach process described in Task 3.4.3.

### Task 3.4.3 – Conduct Outreach to Property Owner Identified in Draft RHNA Land Inventory

CONTRACTOR shall develop an agenda and list of questions and talking points for the property owner meetings.

CONTRACTOR shall, working with County staff, develop an initial email or letter to property owners identified in the Draft RHNA Land Inventory.

CONTRACTOR shall provide a brief PowerPoint presentation for use at the property owner meetings.

### Task 3.4.4 – Prepare Final RHNA Inventory

CONTRACTOR shall prepare a final RHNA Land Inventory spreadsheet containing the State-mandated data for all sites.

### ***Deliverable:***

*One draft and one final RHNA Inventory, Property Owner Outreach Materials, and Site Inventory and Analysis section of the Housing Element (to be incorporated into the Administrative Draft Housing Element).*

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### **Task 3.5 – Goals, Policies, Programs and Quantified Objectives**

CONTRACTOR shall develop the Housing Plan section for the Housing Element. In order to develop this section, the CONTRACTOR will do the following:

- CONTRACTOR shall, working with County staff, formulate an implementation plan with achievable housing policies and quantified objectives.
- CONTRACTOR shall review existing goals and policies of the current housing element to determine additions, deletions, or modifications.
- CONTRACTOR shall identify other General Plan policy updates or revisions needed to ensure consistency.

#### ***Deliverable:***

*One draft and one final Housing Plan section (to be incorporated into the Administrative Draft Housing Element).*

### **Task 3.6 – Affirmatively Furthering Fair Housing (AFFH)**

CONTRACTOR shall not commence work on Task 3.6 without prior written authorization from the County.

CONTRACTOR shall develop the AFFH section for the Housing Element, ensuring the AFFH section meets mandated requirements and standards set by the HUD AFFH Rule and AB 686.

#### ***Deliverable:***

*One draft and one final AFFH section (to be incorporated into the Administrative Draft Housing Element).*

### **3.7 - Rezoning**

CONTRACTOR shall work with County staff to identify if additional area is needed to be rezoned to accommodate the RHNA numbers. If additional areas are needed, CONTRACTOR shall work with County staff to identify potential areas for rezoning. This must include consideration of the State requirement for maintaining an adequate housing sites inventory throughout the eight-year planning period.

CONTRACTOR shall provide a revised scope of work and cost estimate for Task 3.7 to reflect the effort required to complete this task. The CONTRACTOR'S scope of work assumes a very limited rezoning effort and cannot begin work without defining the scope which will not be known until the Sites Inventory is finalized.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### ***Deliverable:***

*One First Administrative Draft, one Second Administrative Draft and one Public Review Draft Zoning Ordinance Amendment (ZOA) with zoning map.*

### **Task 3.8 – Draft and Final Housing Element**

CONTRACTOR shall prepare and submit an Administrative Draft Housing Element for County staff review and edit.

CONTRACTOR shall prepare five (three full documents) Draft Housing Elements to include:

- One Administrative Draft for County staff and legal counsel review and comment (in sections).
- One Draft Housing Element for public distribution that incorporates staff and legal counsel comments for submission to the Planning Commission and other committees, as needed, prior to submission to CA HCD.
- One Revised Draft Housing Element that incorporates the comments from the Planning Commission and other committees.
- Two additional Revised Draft Housing Element documents that incorporate edits/other information per CA HCD findings.

CONTRACTOR shall work closely with County staff and CA HCD to respond to comments received from the public and CA HCD to make edits to the Administrative Draft document in preparation of a Draft Housing Element as part of two submissions to CA HCD.

CONTRACTOR shall work closely with County staff to respond to comments received from the Planning Commission and other committees to make edits to the Draft Housing Element in preparation of a Revised Draft document.

CONTRACTOR shall provide Revised Draft Housing Element documents for two subsequent CA HCD submittals following the initial submittal and review, and prior to the Final Housing Element.

CONTRACTOR shall attend Board of Supervisors public hearing(s) virtually to receive the Final Housing Element.

### ***Deliverables:***

- *One Administrative Draft and four Revised Draft Housing Element documents.*
- *One Final Housing Element.*

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 4 – Update to the Safety Element

#### Task 4.1 – Review of the existing Safety Element

CONTRACTOR shall review, evaluate, and update the current Safety Element to determine and ensure its compliance with State law.

CONTRACTOR shall work with County staff to incorporate relevant new information from the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and Annex A of Volume 2.

#### Task 4.2 – Provide Recommendations

CONTRACTOR shall, after review of existing County’s Safety Element, provide list of any corrections that must be made to text and/or exhibits in the Safety Element to bring it into compliance with State law.

#### ***Deliverable:***

*List of recommendations on topic and revisions.*

#### Task 4.3 – Draft Safety Element Update

CONTRACTOR shall work with County staff to update the Safety Element to ensure consistency with other General Plan elements and other planning documents, and to ensure compliance with State law.

#### Task 4.3.1 – Safety Element Kick-Off

CONTRACTOR shall coordinate a virtual kick-off meeting with County staff to confirm scope and timeline, review proposed updates and recommendations to the existing Safety Element.

#### ***Deliverables:***

- *One draft and one final Agenda*
- *Summary of meeting for Safety Element kick-off meeting*

#### Task 4.3.2 – Plan Review and Data Collection

CONTRACTOR shall prepare a request for information to include GIS data maintained by the County on critical facilities, emergency response facilities, and natural hazards.

CONTRACTOR shall evaluate existing data and identify additional data needs.

#### ***Deliverables:***

- *Request for Information (RFI)*
- *Summary of identified data gaps*



## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 4.3.3 – Mapping and Hazard Profiles

CONTRACTOR shall update existing Safety Element maps as needed and prepare new maps and exhibits for natural hazards, climate change, emergency preparedness and hazardous materials.

CONTRACTOR shall assimilate locations of critical buildings and compare to particular hazard zones.

CONTRACTOR shall prepare a profile or description of each hazard to be addressed in the Safety Element and revise maps based on feedback.

#### ***Deliverables:***

- *Draft and revised maps and exhibits*
- *Draft and revised hazard profiles*

### Task 4.3.4 – Safety Committee Meetings

CONTRACTOR shall work with County staff to identify appropriate subject matter experts, including fire marshals, sheriff, and emergency managers to serve on the Safety Committee.

CONTRACTOR shall coordinate and facilitate two virtual Safety Committee meetings through the Safety Element update process, including one internal review meeting with County staff and the Safety Committee to review hazard profiles and draft maps.

#### ***Deliverable:***

*Two Safety Committee meetings (agendas, presentations, and meeting summaries)*

### Task 4.3.5 – Draft Safety Element

CONTRACTOR shall prepare an Administrative Draft Safety Element to include all text and graphics to facilitate a “user friendly” document for County staff and legal counsel review and comment.

CONTRACTOR shall update areas of the existing Safety Element as needed and address requirements of State law for preparation of an Administrative Draft Safety Element.

CONTRACTOR shall work closely with County to incorporate comments received from legal counsel, public, Safety Committee, and state agencies into the Administrative Draft Safety Element.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall prepare the following to include, though not limited to, in the Administrative Draft Safety Element: Natural Hazard Maps, Vulnerability Assessment, Emergency Evacuation Analysis, List of Emergency Response Services, and Hazardous Materials Policies.

CONTRACTOR shall prepare a list of new and revised goals and policies for inclusion in the Administrative Draft Safety Element.

### ***Deliverables:***

- *One Draft and one Revised Draft matrix of updated goals and policies*
- *One Administrative Draft Safety Element (internal review)*

### **Task 4.4 – Final Safety Element and Hearings**

CONTRACTOR shall prepare and submit two Draft Safety Element documents for County staff review and edit

- One Draft Safety Element for public review that incorporates comments from staff, legal counsel, public, and Safety Committee provided on the Administrative Draft. The public review Draft Safety Element will be sent to state agencies for review.
- One Revised Draft Safety Element that incorporates comments from the Planning Commission and other committees, as needed.

CONTRACTOR shall incorporate County staff feedback from the Administrative Draft Safety Element in preparation of a Draft Safety Element for public review to be posted to the County's website.

CONTRACTOR shall coordinate with California Geological Survey and with the State Board of Forestry (CalFire) for consultation to review an Administrative Draft Safety Element, as required by Government Code.

CONTRACTOR shall provide the Draft Safety Element for submission to the California Geological Survey and the Board of Forestry for submittal and review.

CONTRACTOR shall work closely with County staff to respond to comments received from the Planning Commission and other committees to make edits to the Revised Safety Element in preparation of a Final document.

CONTRACTOR shall prepare a Final Safety Element.

CONTRACTOR shall attend Board of Supervisors public hearing(s) to receive the Final Safety Element.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### ***Deliverables:***

- *One Draft Safety Element.*
- *One Revised Draft Safety Element.*
- *One Final Safety Element.*

### **Task 5 – Preparation of an Environmental Justice Element**

CONTRACTOR shall work with County staff to draft an Environmental Justice Element to ensure alignment with other General Plan elements and planning documents.

CONTRACTOR shall conduct an initial assessment of disadvantaged communities within the County.

#### **Task 5.1 – Establish Community Advisory Committee (CAC)**

CONTRACTOR shall work with County staff to identify and recruit community representatives, members and activists; community-based organizations; public health officials, and other under-represented groups.

### ***Deliverable:***

*List of potential community organizations, interest form, application (if needed), invitation to join the CAC.*

#### **Task 5.2 – Environmental Justice Element Kick-Off Meeting**

CONTRACTOR shall coordinate a virtual kick-off meeting with County staff to review and finalize the scope of work and request data from the County.

CONTRACTOR shall provide recommendations for the format of the Environmental Justice Element.

### ***Deliverables:***

- *One draft and one final Agenda*
- *Summary of meeting for Environmental Justice Element kick-off.*

#### **Task 5.3 – Identify Disadvantaged Communities**

CONTRACTOR shall use existing tools, including though not limited to, the SB 1000 Toolkit, CalEnviroScreen 4.0, and California Air Resources Board Priority Population Investment Areas map.

### ***Deliverable:***

*Maps identifying disadvantaged communities.*

#### **Task 5.4 – Policy Review and Existing Conditions Assessment**

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall prepare an Existing Conditions Assessment from review of County documents, including though not limited to, the General Plan to assess existing disadvantaged communities with respect to the environmental justice categories of:

- Pollution exposure
- Access to public facilities
- Access to healthy food
- Access to opportunities for physical activity
- Access to safe and sanitary homes
- Unique or compounded health risks, including exposure to climate-driven hazards
- Civic Engagement

CONTRACTOR shall identify localized data and indicators to adequately assess the disproportionate effects of environmental burdens on existing disadvantaged communities in the County.

***Deliverable:***

*Draft Existing Conditions Assessment*

**Task 5.5 – Community Advisory Committee (CAC) Meetings**

CONTRACTOR shall convene and facilitate three CAC meetings:

- Kick-Off
- Present Public Engagement Plan and Existing Conditions
- Present results of community engagement efforts and solicit feedback on proposed objectives and policies

***Deliverable:***

*Three CAC meetings (invitations, agendas, presentations, meeting summaries, and attendance sheets)*

**Task 5.6 – Develop Public Engagement Plan**

CONTRACTOR shall develop a Public Engagement Plan influenced significantly by feedback from the first CAC meeting.

***Deliverables:***

- *One Draft Public Engagement Plan*
- *One Final Public Engagement Plan*

**Task 5.7 – Implement Public Engagement Plan**

CONTRACTOR shall lead the implementation of the Public Engagement Plan upon its approval.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall be responsible for the development of web-page content, one community survey, and up to two hybrid community workshops.

***Deliverable:***

*Project web-page content, draft community survey, and community workshop invitation, agenda, presentation, meeting minutes, and attendance sheet.*

**Task 5.8 – Develop Goals and Policies**

CONTRACTOR shall develop a list of proposed environmental justice objectives and policies per Environmental Justice categories.

CONTRACTOR shall coordinate with the County staff to incorporate environmental justice goals and policies relevant to the other General Plan elements into each respective element update.

***Deliverable:***

*Matrix of Goals and Policies, organized by Environmental Justice category.*

**Task 5.9 – Draft Environmental Justice Element**

CONTRACTOR shall prepare a standalone Draft Environmental Justice Element featuring objectives and policies that reduce the unique or compounded health risks in disadvantaged communities.

CONTRACTOR shall address in the Draft Environmental Justice Element how the resulting Environmental Justice policies interact with other General Plan Element policies.

CONTRACTOR shall include in the Draft Environmental Justice Element recommendations for implementation that ensure improvements and investments are prioritized in the County's disadvantaged communities.

***Deliverable:***

*Draft Environmental Justice Element*

**Task 5.10 – Revision to Draft Environmental Justice Element/Final**

CONTRACTOR shall work closely with County staff to prepare a Revised Draft Environmental Justice Element that incorporates comments received from the CAC members, public, the Planning Commission, other committees, and County counsel on the Draft document.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall attend Board of Supervisors public hearing(s) to receive the Final Environmental Justice Element

***Deliverables:***

- *Revised Draft Environmental Justice Element*
- *Final Environmental Justice Element*

### **Task 6 – Public Hearings**

CONTRACTOR shall coordinate with County staff on presenting the draft General Plan Elements to the Planning Commission and Board of Supervisors at public hearings.

***Deliverable:***

*Assistance and support for up to five public hearings (one draft and one final of each).*

### **Task 7 – Environmental Analysis (CEQA Documentation)**

CONTRACTOR shall prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study, Mitigated Negative Declaration or Environmental Impact Report, and CEQA Determination.

#### **Task 7.1 – Housing Element Statutory Exemption**

CONTRACTOR shall prepare a Notice of Exemption to be filed with the County Clerk upon approval of the Housing Element in December 2023.

***Deliverable:***

*Notice of Exemption*

#### **Task 7.2 – Mitigated Negative Declaration (MND) for the Safety and Environmental Justice Elements**

CONTRACTOR shall prepare a CEQA MND for the Safety and Environmental Justice Elements in accordance with CEQA Guidelines Section 15063 and Appendix G.

***Deliverables:***

- *Electronic copies of the First Draft IS/MND*
- *Second Draft IS/MND*
- *Public Review Draft IS/MND*
- *Notice of Intent*
- *Notice of Completion/SC Environmental Summary Form*
- *Draft and Final Responses to Comments Memo*
- *Draft and Final MMRP*

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- *Final IS/MND*
- *Notice of Determination*

### **Task 8 – Final Draft Hearings, Final Adoption and Certification**

CONTRACTOR shall participate in phone calls with CA HCD staff.

CONTRACTOR shall help coordinate the Housing Element certification with CA HCD to achieve full compliance with the State housing element law after adoption by the County.

CONTRACTOR shall help coordinate the Safety Element Update and Environmental Justice Element final document submittals to water/sewer districts and California Office of Planning and Research to achieve full compliance with the Government Code after adoption by the County.

#### ***Deliverable:***

*One final version Housing and Safety Element Updates and Environmental Justice Element*

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**EXHIBIT B – INCORPORATION OF REQUEST FOR PROPOSALS (RFP) #10832  
AND STATEMENT OF QUALIFICATION DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10832, Update to the General Plan Housing and Safety Elements, and the Preparation of an Environmental Justice Element. Harris & Associates, Inc., submitted a responsive and responsible Statement of Proposal to perform the services listed in RFP #10832.

RFP #10832 and the Statement of Proposal submitted by Harris & Associates, Inc., on file with the Housing and Community Development Department are hereby incorporated into the Agreement by this reference.

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