

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Community Development
806 S. Main St
Yreka, CA 96097

And

CONTRACTOR: HousingTools, A Sole Proprietorship
3400 Cottage Way, Suite A4
Sacramento, CA 95825

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on January 18, 2022 and shall terminate on December 31, 2022, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Department Head or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully

addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A, the not to exceed amount of One Hundred Twenty Thousand Five Hundred Sixty-Seven Dollars and no/100 cents (\$120,567.00) for the term of the contract.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the (Department Head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section

3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract,

certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County’s Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations,

inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full

knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Date: 1/3/2022

DocuSigned by:
CONTRACTOR: HousingTools, A Sole
Proprietorship
James Coles
F4270D066D0A401...
James Coles - Principal

License No.: n/a
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:
Fund Organization Account Activity Code (if applicable)
1001 207080 723000

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$120,567.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.



Exhibit A

Scope of Work

Below is a detailed scope of work and schedule for the Housing Element Update. *Deliverables to the County are italicized*, and ***required information from the County is italicized and bolded***. The timeline incorporates the new AB 215 law (adopted in September 2021) that requires a 30-day public comment period for review of the draft Housing Element document, and assumes that HCD will take about 45 days to review the Housing Element document for final certification. Based on our communications with HCD regarding Housing Elements that we are currently working on, the HCD initial two-week review by HCD planned in June should reduce the amount of time that HCD requires to conduct their formal review after the Planning Commission and Board of Supervisors hearings. The timeline can generally be organized by the following phases:



Phase 1: Project Setup; Public Outreach Planning; Needs Assessment	Jan. 2022
Phase 2: Public Outreach	Feb-Apr. 2022
Phase 3: Resource Inventory, Constraints, Fair Housing, Previous HE Goals, and Short-term Vacation Rental Analyses	Feb.-Apr. 2022
Phase 4: Draft Goals, Policies and Actions	Mar.-Apr. 2022
Phase 5: Document Preparation	Apr.-May 2022
Phase 6: Document Review, Revision, Approval, and Submission	May-Nov. 2022

Activity 1: Project Setup and Initial Research	
Task 1.1: Research Housing Element (HE) law and current State HCD guidance.	January 2022
<i>Task 1.1 Deliverable: Updated Matrix of Applicable Changes to State HE Law since Last Updated HE</i>	January 2022
Task 1.2: Review 2014-2019 HE, General Plan implementation, zoning code, water & sewer provision plans and status, and start inter-governmental review process. County to provide relevant information to Housing Tools.	January 2022
Task 1.3: Plan and facilitate Kick-off Meeting with County Staff.	January 2022
Activity 2: Public Outreach	
Task 2.1: Develop outreach plan, which will include: stakeholder contact list, outreach strategies (email, meetings, flyers, social media postings, public notices, etc.), online survey, survey and public meeting topics, and overall schedule and integration into the HE. Identify relevant public agencies, low-income communities, minority groups, and Native American tribes for outreach. County to assist in developing stakeholder contact list and coordinating dissemination of information.	January 2022
<i>Task 2.1 Deliverable: Outreach Plan</i>	January 2022
Task 2.2: Develop, launch and maintain HE website. The site will share information about the HE, post scheduled public meetings, provide updates on progress, and post HE drafts and other materials.	January 2022
<i>Task 2.2 Deliverable: HE website</i>	January 2022



Task 2.3: Plan and facilitate a focus group with low-income residents to understand housing needs. Outreach will include a trilingual flyer in English, Spanish, and Hmong and communication with local service providers and affordable housing properties. County to assist coordinating dissemination of information and meeting venue.	February 2022
Task 2.4: Plan and facilitate Public Meeting #1 to receive input on housing needs and issues. Topics will include: purpose of the HE; overview of State requirements; review of previous Housing Element update; review of affordable housing funding sources; initial research on community needs; and findings from low-income resident focus group. Outreach will include a press release, a trilingual flyer and social media post in English, Spanish, and Hmong, and email blasts. County to assist coordinating dissemination of information and meeting venue (if held in-person).	March 2022
Task 2.5: Design and conduct an online survey to receive input on housing needs and goals for HE update. Outreach will include a press release, a trilingual flyer and social media post in English, Spanish, and Hmong, and email blasts. County to assist coordinating dissemination of information.	March 2022
Task 2.6: Plan and facilitate Public Meeting #2 to receive input on HE goals. Topics will include: status of previous HE goals, summary of current needs and resources, and recommended HE goals for the current update. Outreach will include a press release, a trilingual flyer and social media post in English, Spanish, and Hmong, and email blasts. County to assist coordinating dissemination of information and meeting venue.	April 2022
<i>Tasks 2.6 Deliverable: Summarize community input from Public Meeting #2 and online survey, and share with the County.</i>	April 2022
Task 2.7: Provide web accessibility for all outreach documents per Web Accessibility Initiative (WAI) standards. Provide Spanish and Hmong translation for all public outreach activities.	January- November 2022
Activity 3: Assess Progress of Previous Housing Element Goals	
Task 3.1: Assess Goals, Policies and Actions from 2014-2019 HE, as well as relevant County housing programs, to determine modifications for 2022-2030 HE. Evaluate and document RHNA. Assess progress in meeting new State HE legislation requirements, including ADU measures, “by right” zoning for special housing needs, zoning for emergency shelters and navigation centers, reasonable accommodation for persons with disabilities, density bonus law, no net loss law, and fair housing. Identify necessary amendments to zoning code to achieve full compliance with State HE law. County to provide status on RHNA and progress in implementing new state HE legislation requirements.	February 2022



Task 3.2: Draft potential revisions to 2014-2022 HE Goals, Policies and Actions based on Task 3.1 assessment and feedback from County staff. Identify goals that will require further research and public input for the Housing Element update.	March 2022
Activity 4: Housing Needs Assessment	
Task 4.1: Research relevant data sources for demographic and socioeconomic conditions: State HCD, State Dept. of Finance, HUD, U.S. Census, Multiple Listing Service, rental market databases. Investigate housing needs for special needs groups. Create inventory of existing affordable housing complexes, including at risk units.	January 2022
Task 4.2: Organize and summarize data on existing and projected housing needs in tables and charts, including synopsis for Public Meeting #1.	January 2022
Activity 5: Short-term Vacation Rental Analysis	
Task 5.1: Collect data on short-term vacation rentals through any available County reports and internet listings. Create and organize a database for analysis, including rental rates and location.	February 2022
Task 5.2: Compare the estimated number of short-term vacation rentals to the total number of rental units in the County, and by major city. Compare the rental rates of short-term vacation rentals to market rent and affordable rent for moderate and low income households.	February 2022
Task 5.3: Consider potential policy actions, informed by a review of best practices from other jurisdictions.	March 2022
Task 5.4: Prepare a report with findings of current conditions, and potential policy interventions.	March 2022
<i>Task 5.4 Deliverable: Provide Short-term Vacation Rental Analysis Report to the County.</i>	March 2022
Activity 6: Resource Inventory	
Task 6.1: Build inventory of available developable land for meeting RHNA building capacity requirements, in compliance with HCD requirements. Include local agency surplus sites per AB 1255, nonvacant site replacement requirements, and rezone program requirements. County to provide existing vacant land inventory data and local agency surplus sites.	January 2022



<i>Task 6.1 Deliverable: Provide initial land inventory to County Planners for review.</i>	January 2022
Task 6.2: Coordinate with County Planners to make capacity assumptions for developable land, including current site conditions, zoning designations, environmental constraints, and infrastructure availability. Calculate buildable capacity for each site. County to assist in providing information on zoning designations, environmental constraints, and infrastructure availability.	February 2022
<i>Task 6.2 Deliverable: Provide final land inventory to County Planners for review.</i>	February 2022
Task 6.3: Collect information on financial resources for housing development, including local, state and federal sources. Conduct interviews with the County as necessary. County to participate in interviews and provide funding source information.	March 2022
Task 6.4: Analyze energy conservation opportunities through review of the General Plan and green building rating systems, and interviews with County staff, solar providers, and other sustainable building providers. County to participate in interviews and provide General Plan and Sustainability Plan information.	March 2022
Activity 7: Constraints Analysis	
Task 7.1: Review County zoning and building codes, fee schedules, and County Planning policies and procedures to understand Government Constraints. Include an analysis of government constraints that impact persons with disabilities. Interview County Planners as necessary. County to participate in interviews and provide zoning and building code, fee schedules, and County Planning policies and procedures information.	February 2022
Task 7.2: Assess constraints and opportunities for facilitating production of Accessory Dwelling Units per AB 494, AB 671, and SB 229. Develop policy and process recommendations necessary to comply with State HE law. Identify measures that could be incorporated into HE Goals, Policies and Actions. County to provide status of State ADU law implementation.	February 2022
Task 7.3: Research non-governmental constraints, including: land prices, construction costs, and financing availability.	February 2022
Task 7.4: Develop list of processes, procedures and programs to reduce or eliminate constraints. Identify measures that could be incorporated into HE Goals, Policies and Actions.	March 2022



Activity 8: Affirmatively Furthering Fair Housing	
Task 8.1: Conduct Fair Housing Assessment with quantitative and qualitative research, in compliance with AB 686 and HCD guidance. County to participate in an interview and assist in developing interviewee list.	February-March 2022
Task 8.2: Identify Fair Housing Goals, Policies and Actions that could be integrated into the 2022-2030 HE Goals, Policies and Actions. County to provide input on Goals, Policies and Actions.	April 2022
Task 8.3: Incorporate fair housing assessment into the Constraints Analysis, Site Inventory and Goals, Policies and Actions.	April 2022
Activity 9: Goals, Policies and Actions	
Task 9.1: Draft first iteration of Goals, Policies and Actions with an eight-year schedule of action items and milestones. Include revisions based on Activity 2 assessment of previous HE, and goals that address new State HE laws. Prepare for presentation in Public Meeting #2. County review of first iteration.	March 2022
<i>Task 9.1 Deliverable: First draft of Goals, Policies and Actions.</i>	March 2022
Task 9.2: Draft second iteration of Goals, Policies and Actions with feedback from County and 2 nd Public Meeting. County review of second iteration.	April 2022
<i>Task 9.2 Deliverable: Second draft of Goals, Policies and Actions.</i>	April 2022
Task 9.3: Present Mid-Term Project Update to Planning Commission and/or Board of Supervisors.	April 2022
Activity 10: Draft and Review Document	
Task 10.1: Prepare 1 st HE Draft and review for compliance with State regulations. Send to County staff for internal review. Initial County and inter-governmental review.	April-May 2022
<i>Task 10.1 Deliverable: 1st HE Draft.</i>	May 2022
Task 10.2: Revise 1 st HE Draft to incorporate comments from initial County and inter-governmental review. Submit 2 nd HE Draft to State HCD for initial two-week review. County review of 2nd HE Draft.	June 2022
<i>Task 10.2 Deliverable: 2nd HE Draft.</i>	June 2022



Task 10.3: Review HCD comments with County Staff. Revise 2 nd HE draft to incorporate State HCD comments and prepare 3 rd HE Draft for 30-day public comment period and Planning Commission review. County review of 3rd HE Draft.	June 2022
<i>Task 10.3 Deliverable: 3rd HE Draft.</i>	June 2022
Task 10.4: Publish notice for 30-day public comment period on 3 rd HE Draft. Receive and review public comments. Conduct outreach and post notice for Planning Commission public hearing (Public Meeting #3).	June-July 2022
Task 10.5: Assist County staff in presenting 3 rd HE Draft for Planning Commission review (Public Meeting #3). Conduct outreach and post notice for Board of Supervisors public hearing (Public Meeting #4). County coordinates Planning Commission Hearing.	July 2022
Task 10.6: Assist County staff in presenting 3 rd HE Draft for Board of Supervisors review (Public Meeting #4). County coordinates Board of Supervisors Hearing.	August 2022
Task 10.7: Review public, Planning Commission, and Board of Supervisors comments. Revise 3 rd HE Draft to incorporate comments and submit 4 th HE Draft to HCD for formal review. County review of 4th HE Draft.	August 2022
<i>Task 10.7 Deliverable: 4th HE Draft.</i>	August 2022
Task 10.8: Revise 4 th HE Draft to incorporate HCD comments and prepare 5 th HE Draft for final County adoption. Conduct outreach and post notice for Board of Supervisors public hearing (Public Meeting #5). County review of 5th HE Draft.	October 2022
Task 10.9: Assist County staff in presenting 5 th HE Draft to Board of Supervisors for final County adoption, including the required Board resolution and related findings and CEQA Exemption (Public Meeting #5). County coordinates Board of Supervisors Hearing.	November 2022
Task 10.10: Submit Final Adopted HE Report to the County and to HCD.	November 2022
<i>Task 10.10 Deliverable: Final Adopted HE Draft.</i>	November 2022
Activity 11: Environmental Review	
Task 11.1: Prepare Administrative Draft Categorical Exemption for County review. ECorp anticipates that the appropriate CEQA documentation for this scope of work will be a Categorical Exemption.	May 2022
Task 11.2: Prepare Final Categorical Exemption that incorporates County staff comments. Submit to the County Clerk, as required as of January 1, 2022.	October 2022

7. Itemized Budget

Activity/Task	Principal		CD Manager		HD PM		CD Planner		CD Project Specialist		Admin.		Total Cost
	Hours	Cost at \$120/hr.	Hours	Cost at \$120/hr.	Hours	Cost at \$120/hr.	Hours	Cost at \$100/hr.	Hours	Cost at \$100/hr.	Cost (10%)		
Activity 1: Project Setup and Initial Research													
Task 1.1: Research Housing Element (HE) law and HCD guidance.	1	\$120	2	\$120		\$120	4	\$100	2	\$100			\$960
Task 1.2: Review 2014-2019 HE, other County materials, water & sewer provision plans and status, and start inter-governmental review process.	2	\$120	2	\$120		\$120	4	\$100		\$100			\$880
Task 1.3: Plan and facilitate Kick-off Meeting with City Staff.	2	\$120	2	\$120	2	\$120	4	\$100	6	\$100			\$1,720
Activity 1 Total	5		6		2		12		8		\$0		\$3,560
Activity 2: Public Outreach													
Task 2.1: Develop outreach plan.	1	\$120	1	\$120		\$120		\$100	6	\$100	\$84		\$924
Task 2.2: Develop, launch and maintain HE website.	1	\$120	1	\$120		\$120	1	\$100	48	\$100	\$514		\$5,654
Task 2.3: Plan and facilitate low-income focus group.		\$120	2	\$120		\$120	2	\$100	16	\$100	\$204		\$2,244
Task 2.4: Plan and facilitate Public Meeting #1 to receive input on housing needs and issues.	2	\$120	8	\$120		\$120	2	\$100	24	\$100	\$380		\$4,180
Task 2.5: Design and conduct an online survey to receive input on housing needs and goals for HE update.		\$120		\$120		\$120	2	\$100	30	\$100	\$320		\$3,520
Task 2.6: Plan and facilitate Public Meeting #2 to receive input on HE goals.	2	\$120	8	\$120		\$120	2	\$100	24	\$100	\$380		\$4,180
Task 2.7: Provide Web Accessibility per WAI standards for all outreach documents, and Spanish and Hmong translation for public outreach activities.									75	\$100	\$750		\$8,250
Activity 2 Total	6		20		0		9		223		\$2,632		\$28,952
Activity 3: Assess Progress of Previous Housing Element Goals													
Task 3.1: Assess Goals, Policies and Actions from 2014-2019 HE.	2	\$120	2	\$120		\$120	8	\$100		\$100			\$1,280
Task 3.2: Draft potential revisions to 2014-2019 HE Goals, Policies and Actions.	2	\$120	2	\$120		\$120	8	\$100		\$100			\$1,280
Activity 3 Total	4		4		0		16		0				\$2,560
Activity 4: Housing Needs Assessment													
Task 4.1: Research relevant data sources for Housing Needs Assessment.	4	\$120		\$120	4	\$120	80	\$100	4	\$100			\$9,360
Task 4.2: Organize Housing Needs data for Public Meeting #1.		\$120	2	\$120		\$120	4	\$100		\$100			\$640
Activity 4 Total	4		2		4		84		4		\$0		\$10,000
Activity 5: Short-term Vacation Rental Analysis													
Task 5.1: Collect data on short-term vacation rentals.		\$120		\$120		\$120	24	\$100		\$100			\$2,400
Task 5.2: Compare estimated number of short-term vacation rentals to total number of rental units in the County, and by major City. Compare rental rates of short-term vacation rentals to market rent and affordable rent for moderate and low income households.	4	\$120		\$120	4	\$120	16	\$100		\$100			\$2,560

7. Itemized Budget

Task 5.3: Consider potential policy actions, informed by a review of best practices from other jurisdictions.	4	\$120		\$120	4	\$120	12	\$100		\$100		\$2,160
Task 5.4: Prepare a report with findings of current conditions, and potential policy interventions.	4	\$120		\$120		\$120	16	\$100	10	\$100		\$3,080
Activity 5 Total	12		0		8		68		10			\$10,200

Activity 6: Resource Inventory

Task 6.1: Build inventory of available developable land.	4	\$120		\$120	16	\$120		\$100		\$100		\$2,400
Task 6.2: Calculate buildable capacity for each site.	4	\$120		\$120	16	\$120		\$100		\$100		\$2,400
Task 6.3: Collect information on financial resources for housing development, including local, state and federal sources.	8	\$120		\$120		\$120		\$100		\$100		\$960
Task 6.4: Analyze energy conservation opportunities through review of the General Plan and green building rating systems.	2	\$120		\$120		\$120	10	\$100		\$100		\$1,240
Activity 6 Total	18		0		32		10		0		\$0	\$7,000

Activity 7: Constraints Analysis

Task 7.1: Review County policies and regulations to understand Government Constraints.	2	\$120		\$120	24	\$120		\$100		\$100		\$3,120
Task 7.2: Assess constraints and opportunities for facilitating production of Accessory Dwelling Units per AB 494, AB 671, and SB 229.		\$120	2	\$120	12	\$120		\$100		\$100		\$1,680
Task 7.3: Research Non-governmental constraints.	2	\$120		\$120	8	\$120		\$100		\$100		\$1,200
Task 7.4: Develop list of processes and programs to reduce or eliminate constraints. Incorporated into HE Goals, Policies and Actions.	2	\$120		\$120	6	\$120		\$100		\$100		\$960
Activity 7 Total	6		2		50		0		0		\$0	\$6,960

Activity 8: Affirmatively Furthering Fair Housing

Task 8.1: Conduct Fair Housing Assessment with quantitative and qualitative research, in compliance with AB 686 and HCD guidance.		\$120		\$120		\$120	66	\$100	4	\$100		\$7,000
Task 8.2: Identify Fair Housing Goals, Policies and Actions that could be integrated into the 2022-2030 HE Goals, Policies and Actions.		\$120		\$120		\$120	8	\$100	2	\$100		\$1,000
Task 8.3: Incorporate fair housing assessment goals and objectives into the Constraints Analysis, Site Inventory and Goals, Policies and Actions.		\$120	4	\$120		\$120	10	\$100	2	\$100		\$1,680
Activity 8 Total	0		4		0		84		8		\$0	\$9,680

Activity 9: Goals, Policies and Actions

Task 9.1: Draft first iteration of Goals, Policies and Actions. Identify amendments to zoning designations or development regulations to comply with State Housing Element Law.	2	\$120	4	\$120		\$120	16	\$100		\$100		\$2,320
Task 9.2: Draft second iteration of Goals, Policies and Actions with feedback from County and 2 nd Public Meeting.	2	\$120	2	\$120		\$120	6	\$100		\$100		\$1,080
Task 9.3: Present Mid-Term Project Update to Planning Commission and/or Board of Supervisors. (Travel costs estimated; Admin exceeds 10% of other costs)		\$120	12	\$120		\$120		\$100		\$100	\$218	\$1,658

7. Itemized Budget

Activity 9 Total	4		18		0		22		0		\$218	\$5,058
Activity 10: Draft and Review Document												
Task 10.1: Prepare 1 st HE Draft and review for compliance with State regulations.	20	\$120	20	\$120		\$120	64	\$100	36	\$100	\$1,480	\$16,280
Task 10.2: Revise 1st HE draft to incorporate comments from initial County and inter-governmental review (2nd HE Draft). Submit 2nd HE Draft to State HCD for initial two-week review.	2	\$120	8	\$120		\$120	8	\$100	6	\$100	\$260	\$2,860
Task 10.3: Revise 2nd HE Draft to incorporate State HCD comments and prepare 3rd HE Draft for 30-day public comment period and Planning Commission review.	2	\$120	8	\$120		\$120	8	\$100	6	\$100	\$260	\$2,860
Task 10.4: Publish notice for 30-day public comment period on 3rd HE Draft. Receive and review public comments. Conduct outreach and post notice for Planning Commission public hearing (Public Meeting #3).	2	\$120	4	\$120		\$120	4	\$100	2	\$100	\$132	\$1,452
Task 10.5: Assist County staff in presenting 3rd HE Draft for Planning Commission review (Public Meeting #3). Conduct outreach and post notice for Board of Supervisors public hearing (Public Meeting #4).	2	\$120	12	\$120		\$120		\$100	4	\$100	\$208	\$2,288
Task 10.6: Assist County staff in presenting 3rd HE Draft for Board of Supervisors review (Public Meeting #4).	2	\$120	12	\$120		\$120		\$100	4	\$100	\$208	\$2,288
Task 10.7: Review public, Planning Commission, and Board of Supervisors comments with County staff. Revise 3rd HE Draft to incorporate comments and submit 4th HE Draft to HCD for formal review.	2	\$120	8	\$120		\$120	8	\$100	6	\$100	\$260	\$2,860
Task 10.8: Revise 4th HE Draft to incorporate HCD comments and prepare 5th HE Draft for final County adoption. Conduct outreach and post notice for Board of Supervisors public hearing (Public Meeting #5).	2	\$120	4	\$120		\$120	4	\$100	4	\$100	\$152	\$1,672
Task 10.9: Assist County staff in presenting 5th HE Draft to Board of Supervisors for final County adoption, including the required Board resolution and related findings and CEQA Exemption (Public Meeting #5).	2	\$120	12	\$120		\$120		\$100	4	\$100	\$208	\$2,288
Task 10.10: Submit Final Adopted HE Report to the County and to HCD.		\$120	2	\$120		\$120		\$100	2	\$100	\$44	\$484
Activity 10 Total	36		90		0		96		74		\$ 3,212	\$35,332
Activity 11: Environmental Review												
Task 11.1: Prepare Administrative Draft Categorical Exemption							10	\$100			\$100	\$1,100
Task 11.2: Prepare Final Categorical Exemption							1.5	\$100			\$15	\$165
Activity 11 Total	0		0		0		11.5		0		\$115	\$1,265
Contract Total	95		146		96		413		327		\$6,177	\$120,567