



County of Del Norte

REQUEST FOR PROPOSALS

For Professional Planning Services for:

PREPARATION OF THE 6TH CYCLE HOUSING ELEMENT, UPDATE OF THE HOUSING SITES INVENTORY, ZONING ORDINANCE AND GENERAL PLAN AMENDMENTS TO ACCELERATE HOUSING PRODUCTION, AND ASSOCIATED ENVIRONMENTAL REVIEW

Date Released: January 15, 2021

**County of Del Norte
Community Development Department
Planning Division
981 H Street, Suite 110
Crescent City, CA 95531
707-464-7254**

Proposals are due prior to 4:00 P.M., February 19, 2021

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Request for Proposals

Updated Housing Sites Inventory, Zoning Ordinance and General Plan Amendments to Accelerate Housing Production, and Associated Environmental Review

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I. INTRODUCTION

The County of Del Norte (County) is requesting proposals (RFP) for professional planning services for the preparation of the County's 6th Cycle Housing Element update, an update to the housing sites inventory, implementation of one or more programs identified in the 6th Cycle Housing Element, amendments to the zoning ordinance and general plan to accelerate housing production, and associated environmental review as required under the California Environmental Quality Act. The project is funded through the California Department of Housing and Community Development Department's SB 2 Planning Grant and Local Early Action Planning Grant.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be posted on the County's website at:

<http://www.co.del-norte.ca.us/departments/community-development-department/planning-division/bid-proposal-documents>.

It shall be the Consultant's responsibility to check the County's website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Proposal Requirements".

Submit five (5) hard copies and one (1) electronic copy in PDF format on a USB drive or CD/DVD of the Consultant's proposal. The hard copies and CD/DVD shall be mailed or submitted to the Community Development Department; Attn: Taylor Carsley, Planner; 981 H Street, Suite 110; Crescent City, CA 95531 prior to **4:00 P.M., February 19, 2021**. Proposals shall be submitted in a sealed package clearly marked "**Planning Services - Housing**" and addressed as follows:

Community Development Department
Attn: Taylor Carsley
981 H Street, Suite 110
Crescent City, CA 95531

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 4:00 P.M., same time and due date as listed above.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the County.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: February 22 - February 26, 2021

Cost Negotiation with first ranked consultant: March 1 – March 12, 2021

Contract Award and Notice to Proceed: March 23, 2021

Any questions related to this RFP shall be submitted in writing to the attention of Taylor Carsley via email at tcarsley@co.del-norte.ca.us. Questions shall be submitted before 5:00 PM one week prior to due date.

No oral questions or inquiry about this RFP shall be accepted.

II. BACKGROUND

Del Norte County is California's northernmost coastal county, with a land area of approximately 1,070 square miles. The County is bounded by Curry County, Oregon, to the north, mountainous Siskiyou County to the east, Humboldt County to the south, and by the Pacific Ocean to the west. Crescent City, the county seat, is located roughly halfway between Portland, Oregon (330 miles north) and San Francisco, California, (350 miles south). Regionally, Crescent City is located approximately 85 miles north of Eureka, Humboldt County, about 26 miles south of Brookings, Oregon and 83 miles west of Grants Pass, Oregon and Interstate 5.

Four federally recognized Tribes are located in the Del Norte region: Elk Valley Rancheria, Tolowa Dee-ni' Nation, Resighini Rancheria and the Yurok Tribe.

The county's diverse geography includes inland mountain ranges of coniferous forests, low coastal mountain ranges with temperate forests and the Redwood State and National Parks, and rugged coastlines with gray sand beaches on the Pacific coast. The climate of Del Norte County is consistently mild along the coast, becoming more variable inland. In Crescent City and along the coastal fringe, there is minimal temperature fluctuation. Coastal daytime temperatures average 45-55 degrees during winter months. Temperatures increase to 55-65 degrees during midsummer and early fall months, with higher temperatures when coastal fog disperses. Inland, temperatures differences are more marked. Del Norte County/Crescent City area's annual rainfall generally ranges between 70 - 80 inches, with the heaviest rainfall occurring from November through March.

The California Department of Finance estimated the unincorporated Del Norte County population at 20,625 on January 1, 2020. Countywide, the population including the City of Crescent City and group quarters (Pelican Bay State Prison) and the unincorporated Del Norte County were estimated at 27,298 people on January 1, 2020.

As of the 2020 Housing Element Annual Progress Report the County has not met the 5th Housing Cycle's Regional Housing Need Allocation for Very Low or Low Income Level dwelling units with a combined total of 17 dwelling units remaining. All Moderate (30 dwelling units), Above Moderate (106 dwelling units) and 82% of the Very Low (48 dwelling units) and Low (32 dwelling units) Income Level dwellings units were met during this cycle. The majority of the affordable housing is from accessory dwelling units, manufactured homes on private property and manufactured homes in parks. The increase in vacation rentals has substantially affected the rental housing market and there is a demand for affordable rental housing.

Del Norte County has a five-member Board of Supervisors and a five-member Planning Commission. A portion of the County is located within the California Coastal Zone wherein the California Coastal Commission retains some permitting and other regulatory authority over development.

III. SCOPE OF SERVICES

Methodology/Approach to the Work:

The consultant shall propose a methodology for consideration that addresses the items listed in the most efficient and effective means available to accomplish all of the required deliverables of the work within the grant period without sacrificing thoroughness or quality.

Task 1 – The development of an updated sites inventory including identification of sites with by-right residential uses.

Anticipated budget allocation: \$35,000

The consultant shall review the existing sites inventory and provide an updated assessment of the inventory to be carried forward to the 6th Cycle Housing Element update. Additionally, the consultant shall provide new assessment of available sites based on a review of County parcels and zoning/land use designations. The consultant will be asked to recommend suggested sites for potential rezone/General Plan amendments. The updated inventory will include all existing and new sites identified with by-right residential uses. Data gathered from the sites inventory will be used to support the Housing Element update.

Deliverable:

1. Inventory of available sites and identification of potential sites that may or may not require a zoning/general plan amendment to be a by-right residential use.

Task 2 – Preparation of the County’s 6th Cycle Housing Element Update and Preparation of a CEQA document for the 6th Cycle Housing Element Update

Anticipated budget allocation: \$55,000 (Housing Element update)
 \$35,000 (CEQA)

Phase 1

The consultant shall prepare the County’s 6th Cycle Housing Element update. The Housing Element was last updated in 2014.

The methodology shall address the following:

1. Meet all the content and procedural requirements of California state law, applicable codes and guidelines applicable to preparation of a Housing Element and amendment of a county General Plan. This includes coordinating with County staff on SB18 Tribal Consultation and AB52 Tribal Consultation.
2. The timeline and schedule with milestones shall result in a final draft Housing Element ready to submit to the State HCD for certification by or before May 31, 2022. Specific to the Housing Element, the schedule shall accommodate public

outreach, reasonable periods for County staff review times, formal adoption process and include timelines for response to HCD review and HCD certification. It is expected that a minimum of one public workshop will be held that that there will be a minimum of two public hearings (one Planning Commission and one Board of Supervisors).

Deliverables:

1. Draft Housing Element Update
2. Minimum of one public workshop prior to Planning Commission public hearing
3. Completion of Housing Element Update
4. Coordinate AB52 and S18 Tribal Consultations
5. Presentation at Planning Commission Public Hearing
6. Presentation at Board of Supervisors Public Hearing
7. Response to HCD comments, Board of Supervisors adoption of Housing Element and Final Housing Element submission to HCD for certification.

Phase 2

The consultant will also prepare a CEQA document for the Housing Element update including review and response to comments. It is anticipated that the CEQA document will be an initial study and a negative declaration or mitigated negative declaration. Proposed revisions to the housing element or zoning that may cause the project to have a significant effect on the environment resulting in the requirement to prepare an environmental impact report may have to be deferred to a future project. The County shall be responsible for paying the California Department of Fish and Wildlife's CEQA Environmental Document Filing Fees.

Deliverables:

1. Administrative Draft Initial Study
2. Finalize Initial Study and send to State Clearinghouse for circulation
3. Response to comments and preparation for Planning Commission and Board of Supervisors
4. Filing of a Notice of Determination following adoption of CEQA document.

Task 3 – Implementation of One or More Programs Identified in 6th Cycle Housing Element Update

Anticipated budget allocation: \$48,000

The consultant will prepare a memo that includes a cost estimate and cost/benefit analysis for all implementation programs included in the Housing Element update. Upon completion, the consultant, in coordination with County staff, shall identify one or more programs to implement that best promote the acceleration of housing production. Depending on the nature of the program(s) selected, the consultant shall provide the necessary documents for implementation. For example, any amendments to the County's zoning ordinances, General Plan and/or Local Coastal Plan will require the development of all application materials needed for the Planning Commission, Board of

Supervisors and potentially the California Coastal Commission to consider the program. The consultant shall be responsible for assisting with SB18 Tribal Consultation and AB52 Tribal consultations, as applicable. The County shall be responsible for paying the California Department of Fish and Wildlife's CEQA Environmental Document Filing Fees for any required project not exempt from CEQA.

Deliverables:

1. Memo that includes cost estimate and cost/benefit analysis for all adopted implementation programs
2. Documentation or application materials needed for implementation of one or more 6th Cycle Housing Element Programs.
3. Preparation of Initial Study or applicable environmental documentation needed to comply with CEQA
4. Preparation of Response to Comments on the environmental document.
5. Assistance with Planning Commission and Board of Supervisors Public Hearings such as the preparation of presentation materials for County staff.

Task 4 – Development of Objective Design Standards to Increase By Right Development with Related Amendments to the County Zoning Ordinances and General Plan

Anticipated budget allocation: \$90,000

The consultant will review the County's General Plan and zoning codes to identify policies and codes that may be amended in order to encourage the production of housing. In particular, reviewing each residential zone district for density, area, height limits and parking requirements to determine whether increases in density may be suitable especially in the multifamily residential zone districts. Site specific traffic and circulation information would be reviewed as well to ensure consistency with the County Fire Safe Regulations and other public safety planning measures. The General Plan Land Use Element will need to be amended for consistency. A major outcome of the review will be the development of objective design standards which will be used to allow by right development where it currently does not exist. The consultant shall be responsible for assisting with SB18 Tribal Consultation and AB52 Tribal consultations, as applicable. The task includes CEQA compliance and the public hearing process. Any amendments that affect land located within the Coastal Zone will require certification by the California Coastal Commission. Approvals may occur outside of the grant period as the County has no control over Commission scheduling. It is expected that the period of time to process a development permit will be reduced by up two months following the implementation of by-right uses which remove the discretionary review process.

Deliverables:

1. Recommendation Memo for General Plan and Zoning Amendments and new design standards;
2. Administrative Draft of selected amendments and new design standards;

3. Conduct AB 52 and SB18 Consultations, as applicable;
4. Preparation of environmental documents needed to comply with CEQA and response to any comments received, if applicable;
5. Presentation at Planning Commission Public Hearing;
6. Presentation at Board of Supervisors Public Hearing; and
7. Filing of a Notice of Determination following adoption of CEQA document.

Task 5 – Amendments to the County's Second Residential Unit Ordinances to Include ADU's and Amendments to the General Plan and Zoning Ordinances for Housing Law Compliance.

Anticipated budget allocation: \$15,000

With the numerous changes in ADU and JADU laws, the County has delayed amending the second residential unit ordinances. The grant funds will be used to amend the codes in compliance with current state law. Website improvements are planned to promote ADU's and provide for the more efficient delivery of information to potential ADU developers. It is expected that the ordinance and website improvements will increase the number of ADU's permitted from roughly 3 per year to 6 per year. Additionally, the County has Minor amendments to the County's General Plan and other chapters of the zoning ordinances will be amended for general housing code compliance and internal consistency between the County's General Plan and zoning ordinances. The consultant shall be responsible for assisting with SB18 Tribal Consultation and AB52 Tribal consultations, as applicable. All amendments will be subject to CEQA and the public hearing process. Any amendments that affect land located within the Coastal Zone will require certification by the California Coastal Commission. Approvals may occur outside of the grant period as the County has no control over Commission scheduling.

Deliverables:

1. Recommendation Memo for General Plan and Zoning Amendments;
2. Draft application documents for proposed amendments;
3. Conduct AB 52 and SB18 Consultations, as applicable;
4. Preparation of environmental documents needed to comply with CEQA and response to any comments received, if applicable;
5. Assist staff with presentation materials for the Planning Commission and Board of Supervisors public hearing; and
6. Enhance Planning Website to promote ADU ordinance.

IV. OVERALL PROCESS

The consultant will assist the County in developing a public involvement strategy that will include public meetings and workshops, web based tools for gathering input and distributing information, and written materials that can be widely distributed. The public involvement strategy shall include public notifications and public meetings/hearings that are required by law to complete the proposed scope of services.

As the project is utilizing two separate funding sources, the timelines associated with the various tasks are connected to deadlines established in the grant agreement for the funding source.

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals should not exceed twenty-five (25) pages in length, and should not include unnecessary promotional material. Proposals may use both sides of a page, but each side will be counted as a page. All pages shall be sequentially numbered and each section should be separately and clearly tabbed. Divider pages, if included, shall not count against the page number limit. Proposals should include a complete table of contents for the entire proposal with respective page numbers opposite each section and must be in the order of the required content as described in this RFP.

Proposals shall contain the following information in the order listed:

1. Letter of Transmittal

The Letter of Transmittal shall be addressed to Taylor Carsley, Planner, Del Norte County Community Development Department, 981 H Street, Suite 110, Crescent City, CA, 95531, and must, at a minimum, contain the following:

1. Identification of the firm and/or individual that will have the authorization to commit to the contractual terms and conditions described herein. Identification shall include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the Proposal evaluation phase.
2. Identification of proposed sub-consultants, including legal company name, contact person's name, address, email and phone number. Include a description of the working relationship between primary and/or individual and sub-consultants, if applicable.
3. Acknowledgment of receipt of all RFP addenda, if any.
4. A statement to the effect that the Proposal shall remain valid for a period of not less than 180 days from the date of submittal.
5. Wet signed in blue ink by the person authorized to bind the firm and/or individual to the terms of the Proposal.
6. A statement to the effect that by signing the letter of transmittal, the firm and/or individual is attesting that all information submitted with the Proposal is true and correct.

2. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

3. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of services will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's scope of services, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. Scope of Services

1. Include a detailed Scope of Services Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

5. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C; however, expedited schedules are preferred with justification for timeline feasibility.

6. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will

follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

8. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

9. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the County is able to acquire professional services based on the criteria set forth in Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a *separate sealed* envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a County Selection Committee (Committee). The Committee may be composed of County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Taylor Carsley, County Planner, only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Depending upon the number and qualifications of respondents, the Committee may select directly from the Proposals, or may develop a short list of firms for interviews and final selection. The decision as to the process, timing, and selection will be based entirely on the judgment of the Committee.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation

		Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Professional Qualifications & Availability of Staff	15
3	Project Understanding & Approach	25
4	Scope of Services to be Provided	25
5	References & Experience on Similar Projects	15
6	Conflict of Interest Statement	Pass/Fail
7	Ability to Meet Contracted Project Timeline	10
8	Cost Proposal	10
Subtotal:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Professional Qualifications & Availability of Staff (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants relative to the scope of services.
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to County needs.

- c. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- d. Organization of staff and availability to complete the scope of work within the term of the grant.

3. Project Understanding & Approach (25 points)

- a. Describes familiarity of project and demonstrates understanding of work to be completed.
- b. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- c. Working Relationship with County
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist County during the project.

4. Scope of Services to be Provided (25 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. References & Experience on Similar Projects (15 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Ability to Meet Project Deadline (10 points)

- a. Schedule shows completion of the work within or preferably prior to the County overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and State Coastal Conservancy compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

8. Cost Proposal (10 points)

- a. The cost of preparing the requested documents in relation to the services offered.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		15	
3	Organization & Approach		25	
4	Scope of Services to be Provided		25	
5	Schedule of Work		15	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		10	
8	References		10	
Total:			100	

APPENDIX C –PROJECT SCHEDULE

Notice to Proceed estimated to be issued on either March 10 or March 24, 2021.

TASKS and DELIVERABLES		
1 – The development of an updated sites inventory including identification of sites with by-right residential uses.		
Deliverable		Completion Date
1-1	Inventory of available sites and identification of potential sites.	July 31, 2021
2 - The preparation of the County’s 6th Cycle Housing Element update and CEQA review.		
Deliverables		Completion Date
2-1	Draft Housing Element Update	July 31, 2021
2-2	Minimum of one public workshop prior to the Planning Commission public hearing.	June 30, 2021
2-3	Final Draft of Housing Element Update	July 31, 2021
2-4	AB52 and SB18 Tribal Consultations	September 8, 2021
2-5	Administrative Draft Initial Study	October 31, 2021
2-6	Initial Study for Circulation at State Clearinghouse	November 30, 2021
2-7	Response to Comments & Preparation for Planning Commission and Board of Supervisors	December 31, 2021
2-8	Planning Commission and Board of Supervisors Public Hearings. Consultant provides presentations at each meeting (1 for each).	January 25, 2022
2-9	Filing of Notice of Determination following adoption of CEQA Document	January 26, 2022
2-10	Submission of Housing Element to HCD	January 31, 2022
2-11	Response to HCD Comments and Board of Supervisors Adoption of Housing Element	May 31, 2022
3 – Implementation of One or More Programs Identified in 6th Cycle Housing Element Update		
Deliverables		Completion Date
3-1	Memo that includes cost estimate and cost/benefit analysis for all adopted implementation programs	November 30, 2022
3-2	Documentation or application materials needed for implementation of one or more of 6 th Cycle Housing Element Programs	January 15, 2023
3-3	Coordinate AB52 and SB18 Tribal Consultations	March 1, 2023
3-4	Preparation of Initial Study or applicable documentation needed to comply with CEQA	April 1, 2023
3-5	If applicable, response to comments received from environmental review	May 31, 2023
3-6	Assistance with Planning Commission and Board of Supervisors Public Hearings (presentation	May 31, 2023

	materials)	
4 – The development of objective design standards to increase by right development with related amendments to the County zoning ordinances and General Plan.		
Deliverables		Completion Date
4-1	Recommendation Memo for General Plan and Zoning Amendments and new design standards	March 31, 2022
4-2	Administrative Draft of selected amendments and new design standards	June 30, 2022
4-3	Coordinate AB52 and SB18 Tribal Consultations	July 31, 2022
4-4	Preparation of Initial Study and Response to Comments	October 31, 2022
4-5	Presentation at Planning Commission Public Hearing	November 30, 2022
4-6	Presentation at Board of Supervisors Public Hearing	November 30, 2022
4-7	Filing of a Notice of Determination or application CEQA filing notice	November 30, 2022
5 – Amendments to the County's second residential unit ordinances to include ADU's and amendments to the General Plan and zoning ordinances for housing code compliance.		
Deliverables		Completion Date
5-1	Recommendation Memo for General Plan and Zoning Amendments	March 31, 2022
5-2	Draft application documents for proposed amendments	June 30, 2022
5-3	Conduct AB 52 and SB 18 Tribal Consultations, as applicable	July 31, 2022
5-4	Preparation of environmental documents needed to comply with CEQA and response to any comments received, if applicable	October 31, 2022
5-5	Assist staff with presentation materials for the Planning Commission and Board of Supervisors public hearing	November 30, 2022
5-4	Enhance Planning Website to promote ADU ordinance	November 20, 2022

APPENDIX D – SAMPLE PROFESSIONAL SERVICES AGREEMENT

**An Agreement between the County of Del Norte
and _____
For Professional Planning Services**

THIS AGREEMENT for Professional Planning Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Del Norte, a legal subdivision of the State of California ("the COUNTY"), and _____, Inc. "CONTRACTOR".

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. **SERVICES.** The CONTRACTOR shall provide those services as described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".
2. **TERM.** The term of this Agreement shall commence on _____, and shall terminate _____. The compensation payable for any renewal period shall be subject to renegotiation prior to April 30th of any agreement period.
3. **PAYMENT.** COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement.
4. **ADDITIONAL PROVISIONS.** Those additional provisions unique to this Agreement are set forth in Attachment "C".
5. **GENERAL PROVISIONS.** The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term of condition insofar as it is inconsistent with the general provisions.
6. **DESIGNATED REPRESENTATIVES.** Heidi Kunstal, Community Development Director, is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.
7. **ATTACHMENTS.** All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ___ day of ____, 2021.

"COUNTY"
COUNTY OF DEL NORTE

"CONTRACTOR"

TBD
Chair, Board of Supervisors

ATTEST:

Kylie Goughnour, Clerk of the Board

APPROVED AS TO FORM

Joel Campbell-Blair, County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

Contractor shall provide the following professional planning services:

A.1.1 Methodology/Approach to the Work:

The consultant shall propose a methodology for consideration that addresses the items listed in the most efficient and effective means available to accomplish all of the required deliverables of the work within the grant period without sacrificing thoroughness or quality.

A.1.2 Public Involvement

The consultant shall assist the County in developing a public involvement strategy that includes public meetings and workshops, web based tools for gathering input and distributing information, and written materials that can be widely distributed. The public involvement strategy shall include public notifications and public meetings/hearings that are required by law to complete the proposed scope of services.

A.1.3 Task 1 – The development of an updated sites inventory including identification of sites with by right.

Following the completion of Task 1, the consultant shall review the existing sites inventory reviewed and provide a new assessment of available sites completed based on a review of county parcels and zoning/land use designations. The consultant shall recommend suggested sites for potential rezone/General Plan amendments. The updated inventory will also include all existing and new sites identified with by-right residential uses. Data gathered from the sites inventory will be used to strengthen the supporting information for the 6th Cycle Housing Element update in 2022.

Deliverable:

1. Inventory of available sites and identification of potential sites.

A.1.4 Task 2 – Preparation of the County's 6th Cycle Housing Element Update and Preparation of a CEQA document for the 6th Cycle Housing Element Update

Phase 1

The consultant shall prepare the County's 6th Cycle Housing Element update. The Housing Element was last updated in 2014.

The methodology shall address the following:

1. Meet all the content and procedural requirements of California state law, applicable codes and guidelines applicable to preparation of a Housing Element and amendment of a county General Plan. This includes coordinating with County staff on SB18 Tribal Consultation and AB52 Tribal Consultation.
2. The timeline and schedule with milestones shall result in a final draft Housing Element ready to submit to the State HCD for certification by or before May 15, 2022. Specific to the Housing Element, the schedule shall accommodate public outreach, reasonable periods for County staff review times, formal adoption process and include timelines for response to HCD review and HCD certification. It is expected that a minimum of one public workshop will be held that there will be a minimum of two public hearings (one Planning Commission and one Board of Supervisors).

Deliverables:

1. Draft Housing Element Update
2. Minimum of one public workshop prior to Planning Commission public hearing
3. Completion of Housing Element Update
4. Coordinate AB52 and S18 Tribal Consultations
5. Presentation at Planning Commission Public Hearing
6. Presentation at Board of Supervisors Public Hearing
7. Response to HCD comments, Board of Supervisors adoption of Housing Element and Final Housing Element submission to HCD for certification.

Phase 2

The consultant will also prepare a CEQA document for the Housing Element update including review and response to comments. It is anticipated that the CEQA document will be an initial study and a negative declaration or mitigated negative declaration. Proposed revisions to the housing element or zoning that may cause the project to have a significant effect on the environment resulting in the requirement to prepare an environmental impact report may have to be deferred to a future project. The County shall be responsible for paying the California Department of Fish and Wildlife's CEQA Environmental Document Filing Fees.

Deliverables:

1. Administrative Draft Initial Study
2. Finalize Initial Study and send to State Clearinghouse for circulation
3. Response to comments and preparation for Planning Commission and Board of Supervisors
4. Filing of a Notice of Determination following adoption of CEQA document.

A.1.5 Task 3 – Implementation of One or More Programs Identified in 6th Cycle Housing Element Update

The consultant will prepare a memo that includes a cost estimate and cost/benefit

analysis for all implementation programs included in the Housing Element update. Upon completion, the consultant, in coordination with County staff, shall identify one or more programs to implement that best promote the acceleration of housing production. Depending on the nature of the program(s) selected, the consultant shall provide the necessary documents for implementation. For example, any amendments to the County's zoning ordinances, General Plan and/or Local Coastal Plan will require the development of all application materials needed for the Planning Commission, Board of Supervisors and potentially the California Coastal Commission to consider the program. The consultant shall be responsible for assisting with SB18 Tribal Consultation and AB52 Tribal consultations, as applicable. The County shall be responsible for paying the California Department of Fish and Wildlife's CEQA Environmental Document Filing Fees for any required project not exempt from CEQA.

Deliverables:

1. Memo that includes cost estimate and cost/benefit analysis for all adopted implementation programs
2. Documentation or application materials needed for implementation of one or more 6th Cycle Housing Element Programs.
3. Preparation of Initial Study or applicable environmental documentation needed to comply with CEQA
4. Preparation of Response to Comments on the environmental document.
5. Assistance with Planning Commission and Board of Supervisors Public Hearings such as the preparation of presentation materials for County staff.

A.1.6 Task 4 – The development of objective design standards to increase by right development with related amendments to the County zoning ordinances and General Plan.

The consultant shall review the County's General Plan and zoning codes to identify policies and codes that may be amended in order to encourage the production of housing. In particular, reviewing each residential zone district for density, area, height limits and parking requirements to determine whether increases in density may be suitable especially in the multifamily residential zone districts. Site specific traffic and circulation information would be reviewed as well to ensure consistency with the County Fire Safe Regulations and other public safety planning measures. The General Plan Land Use Element would need to be amended for consistency. A major outcome of the review will be the development of objective design standards which will be used to allow by right development where it currently does not exist. The project includes CEQA and the public hearing process. Any amendments that affect land located within the Coastal Zone will require certification by the California Coastal Commission. Approvals may occur outside of the grant period as the County has no control over Commission scheduling. It is expected that the period of time to process a development permit will be reduced by up to two months following the implementation of by-right uses which remove the discretionary review process.

A.1.9 Task 7 – Amendments to the County's Second Residential Unit Ordinances to Include ADU's and Amendments to the General Plan and Zoning Ordinances for Housing Law Compliance.

With the numerous changes in ADU and JADU laws, the County has delayed amending the second residential unit ordinances. The grant funds will be used to amend the codes in compliance with current state law. Website improvements are planned to promote ADU's and provide for the more efficient delivery of information to potential ADU developers. It is expected that the ordinance and website improvements will increase the number of ADU's permitted from roughly 3 per year to 6 per year. Additionally, the County has Minor amendments to the County's General Plan and other chapters of the zoning ordinances will be amended for general housing code compliance and internal consistency between the County's General Plan and zoning ordinances. The consultant shall be responsible for assisting with SB18 Tribal Consultation and AB52 Tribal consultations, as applicable. All amendments will be subject to CEQA and the public hearing process. Any amendments that affect land located within the Coastal Zone will require certification by the California Coastal Commission. Approvals may occur outside of the grant period as the County has no control over Commission scheduling.

Deliverables:

1. Recommendation Memo for General Plan and Zoning Amendments;
2. Draft application documents for proposed amendments;
3. Conduct AB 52 and SB18 Consultations, as applicable;
4. Preparation of environmental documents needed to comply with CEQA and response to any comments received, if applicable;
5. Assist staff with presentation materials for the Planning Commission and Board of Supervisors public hearing; and
6. Enhance Planning Website to promote ADU ordinance.

Deliverables:

1. Recommendation Memo for General Plan and Zoning Amendments and new updated design standards;
2. Administrative Draft;
3. Initial Study/CEQA/Public Comments Summary; and Public Hearings, adoption of Zoning and General Plan Amendments and design standards

A.1.5 Task 3

Amendments to the County's second residential unit ordinances to include ADU's and amendments to the General Plan and zoning ordinances for housing code compliance.

The consultant shall propose amendments to local planning and building codes to comply with current state law for ADU's and JADU's. Website improvements shall be provided by the consultant to aid in the more efficient delivery of information to potential ADU developers.

Additionally, the consultant shall identify needed amendments to the County's zoning codes and General Plan in order to comply with current state housing laws. Internal consistencies within the General Plan and consistency between the General Plan and Zoning codes must be considered. All amendments will be subject to CEQA and the public hearing process. Any amendments that affect land located within the Coastal Zone will require certification by the California Coastal Commission. Approvals may occur outside of the grant period as the County has no control over Commission scheduling.

Deliverables:

1. Recommendation Memo for General Plan and Zoning Amendments;
2. Hearing, Adopt of General Plan and Zoning Amendments; and
3. Enhance Planning Website to promote ADU ordinance.

A.2 WORK SCHEDULE.

The term of the Agreement shall be from _____ to _____.

The standard turnaround time for assigned plan reviews shall be ten (10) business days for initial review, and five (5) business days for rechecks. Expedited plan review for initial review and rechecks may be requested with a turnaround time of not more than (5) business days. Plans shall be mailed to the Contractor by the County. Reviewed plans shall be mailed to the County using a shipping service that provides tracking information.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 MAXIMUM PAYMENT FEE. The maximum payment under this Agreement for Services and, if authorized, reimbursement of expenses, shall not exceed _____ (\$_____).

CONTRACTOR shall submit requests for payment on a monthly basis to the Community Development Department. The County generally will process and pay bills within fourteen (14) days from approval by the Contract manager. Each invoice shall show the amount of services rendered and expenses incurred during the billing period and the fee for such Services and expenses, including full documentation of each expense incurred. Payments are subject to a final audit upon completion of Services or other termination of this Agreement.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed the above stated amount without an amendment to this agreement approved by the Del Norte County Board of Supervisors.

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services

ATTACHMENT C

ADDITIONAL PROVISIONS

CONTRACTOR INSURANCE REQUIREMENTS

Prior to executing the Agreement, CONTRACTOR shall, at its sole cost and expense, secure and maintain in force for the term of the Agreement, insurance policies which will insure, indemnify and protect the CONTRACTOR, its officers, employees, and/or agents, and COUNTY, and its officers, officials, employees, volunteers, from claims for bodily injury, death, or property damage which may arise from CONTRACTOR's operations under this Agreement, whether such operations be employed by them directly or indirectly. Coverage shall be at least as broad as:

- a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c) Employer's Liability (if CONTRACTOR has employees): \$1,000,000 per accident for bodily injury or disease.
- d) Workers' Compensation: As required by State of California.
- e) Error and Omissions or Professional Liability: \$1,000,000 per occurrence or claim.

The COUNTY, its officers, officials, employees, and volunteers are to be named as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR.

CONTRACTOR shall furnish the COUNTY with Certificates of Insurance including all required amendatory endorsements prior to the commencement of services. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ATTACHMENT D

GENERAL PROVISIONS

D.1. INDEMNITY.

To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by County, which approval shall not be unreasonably withheld), protect and hold harmless County and County's Related Parties (collectively, the "Indemnified Parties"), from and against any and all Liabilities of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate to (directly or indirectly), arise out of this agreement or as the result of any cause whatsoever regardless of any passive negligence or strict liability of an Indemnified Party. Contractor understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties.

Without limiting Contractor's obligation to indemnify County upon County's request, Contractor shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the County at Contractor's sole cost, County from and against all Liabilities, paid, incurred or suffered by, or asserted against County in a judicial, administrative or regulatory forum or otherwise, whether well founded or not, for regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Contractor or Contractor's Related Parties, any of Contractor's Activities.

For purposes of defense and indemnification relating to this Agreement:

(a) "Liabilities" means liabilities, lawsuits, claims, judgments, demands, clean-up orders, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, expenses, loss, penalties and other detriments of every nature and description whatsoever, including all costs and expenses of litigation or arbitration, attorneys fees (whether County's or Contractor's staff attorneys or outside attorneys) and court costs, whether under state or federal law except for liabilities caused by the sole negligence or willful misconduct of the indemnified party.

(b) "County's Activities" means actions that are the sole negligence of County or the willful misconduct of County.

(c) "County and County's Related Parties" means County and County's elected officials, officers, volunteers, representatives, partners, designees, attorneys, employees, consultants, agents, successors and assigns, and any lender of County with an interest in the Project that is the subject of this contract.

(d) "Contractor Activities" means any actions or omissions of Contractor or

Contractor's Related Parties in the performance of this Agreement, directly or indirectly arising from Contractor's operations, as well as any breach of any representation or warranty of Contractor set forth in this Agreement.

(e) "Contractor and Contractor's Related Parties" includes Contractor and its respective officers, directors, shareholders, members, partners, agents, employees, subcontractors, consultants, licensees, invitees, guarantors or affiliates. "Affiliates" means a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Contractor, where construction or interpretation of "control" shall be governed by Rule 144 of the Securities Act of 1993. Contractor shall use best efforts, or cause such persons to use best efforts, to provide County's legal counsel all reasonably necessary information relevant to such persons, including proper and legal corporate names and relationship (or lack thereof) to Contractor's articles of incorporation, certificates of good standing, and other documentation related directly or indirectly to alleged liabilities.

D.1.2 The COUNTY will be held harmless from any federal/state disallowance resulting from payments made to the CONTRACTOR. If the CONTRACTOR has received payments, it shall be liable for any federal/state disallowance made with respect to those payments. COUNTY shall recoup from the CONTRACTOR, the amount of any disallowance in the manner authorized by applicable laws and regulations.

D.1.3 In addition, the CONTRACTOR agrees to pay to COUNTY the amount of Del Norte County's liability to the federal/state government that results from the CONTRACTOR'S failure to perform the services or comply with the conditions required by this Agreement as identified by an audit exception.

D.1.4 To the extent that a federal/state audit disallowance, with or without interest, disallows a claim or claims that has or have resulted in payment by CONTRACTOR for services performed by a third-party non-governmental entity under this Agreement, or by COUNTY where such payment has been approved by CONTRACTOR, COUNTY shall be held harmless by CONTRACTOR for one hundred percent of the amount of such final audit disallowance, along with any interest thereon.

D.1.5 Both parties to this Agreement recognize that the CONTRACTOR is liable only for its own audit exceptions that relate to services under this Agreement, and has no liability for any other entity that may enter into a similar Agreement with the COUNTY for the performance of services.

D.1.6 The provisions of this section shall survive termination of this Agreement.

D.1.7 Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from indemnification liability. Indemnification shall apply to all damages or claims for damages caused by CONTRACTOR'S Activities regardless if any insurance is applicable or not.

D.2. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.3. TERMINATION. If in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR only for the services performed in accordance with this agreement up to and including the date of termination, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement.

D.3.1 At any time for any reason, upon thirty days written notice to CONTRACTOR, County may terminate this Agreement and pay only for those services and material rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.3.2 CONTRACTOR may terminate its duties under this Agreement upon thirty (30) days written notice to the COUNTY if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.3.3 These terms are effective until terminated by either party. The COUNTY reserves the right, in its sole discretion, to terminate CONTRACTOR'S access to any or all of the confidential information and the related services or any portion thereof at any time, without notice.

D.4. CONFIDENTIAL INFORMATION. In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California and or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractor's to comply with the laws of confidentiality. All press releases and informational material shall receive approval from COUNTY prior to being released to the media.

D.5. DUTY OF HEIGHTENED CARE. All compensation payable to CONTRACTOR hereunder shall be paid by COUNTY. CONTRACTOR acknowledges and recognizes that services under this Agreement have its source from tax dollars from tax payers of the State of California and that, given this fact, a heightened duty of care

exists in CONTRACTOR to ensure that CONTRACTOR scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the services pursuant to this Agreement

D.6. FINANCIAL RECORDS AND AUDITS. CONTRACTOR shall maintain at CONTRACTOR's office or other place acceptable to COUNTY full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles, reflecting its revenues and expenses of fulfilling its performance obligations.

D.7. RIGHT TO SUBSTANTIATION. COUNTY reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, CONTRACTOR shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries shall be produced for COUNTY as requested.

D.8. AGREEMENT ENFORCEMENT.

D.8.1. ASSURANCE OF PERFORMANCE. COUNTY may, at its option and in addition to all other remedies it may have, demand from CONTRACTOR reasonable assurances of timely and full performance hereunder, if:

D.8.1.1. CONTRACTOR is the subject of any labor unrest specifically targeted to its performance obligations under this Agreement (including work stoppage or slowdown, sick-out, picketing or other concerted job action); or

D.8.1.2. Is unable to regularly pay its bills as they become due; or

D.8.1.3. Is the subject of a final, non-appealable civil judgment over ten thousand dollars, (\$10,000) or a criminal judgment or order entered by a federal, state, regional or local agency for violation of an environmental or tax law; or

D.8.1.4. COUNTY believes in good faith that CONTRACTOR's ability to timely and fully perform performance obligations has thereby been placed in substantial jeopardy.

D.8.1.5. If CONTRACTOR fails or refuses to provide such reasonable assurances within ten (10) days' notice by COUNTY such failure or refusal shall constitute a CONTRACTOR Event of Default.

D.8.2. EVENTS OF BREACH.

D.8.2.1. RIGHT TO SETOFF. COUNTY shall have the right to reduce payment to CONTRACTOR for valid setoffs. Valid setoffs shall include:

D.8.2.1.1. The cost to correct defective work which has not been remedied by the

CONTRACTOR; or

D.8.2.1.2. Costs resulting from default by CONTRACTOR on any other term or condition of this Agreement; or

D.8.2.1.3. Employee related expenses imposed upon COUNTY as a result of CONTRACTOR's rendition of services under this Agreement.

D.8.2.2. CONTRACTOR's Duty of Notice on Default. Promptly on discovery of an Event of Default under this Agreement, CONTRACTOR shall deliver telephone notice to COUNTY (confirmed within 3 calendar days by written notice from CONTRACTOR); describing the event and all action Borrower proposes to take with respect to such event.

D.8.2.3. COUNTY's Right to Cure. If CONTRACTOR fails to perform any obligation contained in this Agreement, COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONTRACTOR will, on demand, reimburse COUNTY for all such expenditures, and shall pay COUNTY interest on the amount of such expenditures from the date of such expenditure until full reimbursement at 10% per annum. The performance of any act or payment by COUNTY as provided in this Agreement shall not be deemed a waiver or release of any obligation or default or the part of CONTRACTOR.

D.8.3. EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default ("Event of Default") hereunder:

D.8.3.1. Either party fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by it.

D.8.3.2. Any representation or disclosure made to COUNTY by CONTRACTOR in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement which proves to be false or misleading in any material respect as of the time the representation or disclosure is made or bring down thereof, whether or not any such representation or disclosure appears as part of this Agreement or CONTRACTOR knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records and reports hereunder.

D.8.3.3. CONTRACTOR or COUNTY fails to pay any amount due under this Agreement.

D.8.3.4. Either party informs the other party of its intention not to perform or observe a term or provision of this Agreement.

D.8.3.5. Either party fails to provide reasonable assurances of performance.

D.8.3.6. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of CONTRACTOR,

including without limit its vehicles and equipment, maintenance or office facilities, or any part thereof of such proportion as to impair CONTRACTOR's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and COUNTY Holidays.

D.8.3.7. CONTRACTOR files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to CONTRACTOR or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of CONTRACTOR for a part of CONTRACTOR's operating assets or any substantial part of CONTRACTOR's property, or shall make any general assignment for the benefit of CONTRACTOR's creditors, or shall fail generally to pay CONTRACTOR's debts as they become due.

D.8.3.8. Any court having jurisdiction shall enter a decree or order for relief in respect of CONTRACTOR, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or CONTRACTOR shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of CONTRACTOR or for any part of CONTRACTOR's operating equipment or assets, or order the winding up or liquidation of the affairs of CONTRACTOR;

D.8.3.9. CONTRACTOR fails to notify COUNTY in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating activities to be performed under this Agreement, including traffic or transportation-related citations, and OSHA inspections.

D.8.3.10. Lapse of any insurance required under this Agreement.

D.8.3.11. If CONTRACTOR fails to satisfy conditions in accordance with this Agreement and such conditions are not waived by the COUNTY.

D.8.4. EXCUSE FROM PERFORMANCE. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, tsunamis, other "acts of God", war, civil insurrection, riots, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by CONTRACTOR's employees or directed at CONTRACTOR is not an excuse from performance and CONTRACTOR shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events. In the case of labor unrest or job action directed at a third party over whom CONTRACTOR has no control, the inability of CONTRACTOR to provide Agreement

services due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of CONTRACTOR's employees while providing Agreement services to minimize any confrontation with pickets shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on CONTRACTOR's cooperation in providing services at different times.

The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Notwithstanding, CONTRACTOR in the event of a catastrophic event shall comply with COUNTY's Emergency Preparedness Plan.

In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of CONTRACTOR's services caused by one or more of the events described in this Section and constituting an excuse from performance shall not constitute an event of Default by CONTRACTOR under this Agreement. Notwithstanding the foregoing, however, the existence of an excuse from performance shall not affect COUNTY's Right to Perform Upon Default; and if CONTRACTOR is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the results of third party labor disputes where service cannot be provided for reasons described earlier in this Section, COUNTY shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days notice.

D.8.5. REMEDIES UPON DEFAULT. Upon occurrence of a CONTRACTOR Event of Default, COUNTY shall have the following rights:

D.8.5.1. COUNTY's Right to Perform Upon Default. In addition to any and all other legal or equitable remedies, in the event that CONTRACTOR, for any reason whatsoever, fails, refuses or is unable to perform services which it is required by the Agreement to perform, at the time and in the manner provided in this Agreement, then COUNTY shall have the right, but not the obligation, to cause to be performed such services with other personnel.

D.8.5.2. Right to Terminate Upon Default. COUNTY shall have the right to terminate this Agreement without need for any hearing, suit or legal action. CONTRACTOR shall forfeit any performance bond to COUNTY as liquidated damages upon such termination.

D.8.5.3. Right to Suspend the Agreement. COUNTY shall have the right to suspend the Agreement, at the COUNTY's option, perform CONTRACTOR's obligations; and

D.8.5.4. All Other Available Remedies. COUNTY shall have the right to exercise its

remedies in accordance with this Agreement and any other available remedies at law and in equity, including specific performance.

COUNTY's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other legal and equitable rights and remedies which COUNTY may have under law or as otherwise provided in this Agreement.

By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by COUNTY to CONTRACTOR, the remedy of damages for a breach hereof by CONTRACTOR is inadequate and COUNTY shall be entitled to injunctive relief.

D.8.5.5. In the event either party is entitled to recover damages for breach of this Agreement, the damages shall bear interest at a rate equal to the statutory amount of ten percent for private parties and seven percent if against a governmental entity, commencing on the date of breach.

D.9. OWNERSHIP OF INFORMATION. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the services hereunder or termination. The COUNTY agrees to hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.10. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS. The COUNTY's obligation under this agreement is subject to the availability of authorized funds. The COUNTY may terminate the agreement, or any part of the agreement work, without prejudice to any right or remedy of the COUNTY, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this agreement, or any subsequent Amendment, the COUNTY may, upon written Notice to the CONTRACTOR, terminate this agreement in whole or in part.

Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the agreement is terminated for non-appropriation, the COUNTY will be liable only for payment in accordance with the terms of this agreement for services rendered prior to the effective date of termination; and CONTRACTOR shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either: Cancel this Contract or, offer a contract amendment reflecting the reduced funding.

D.11. WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.12. COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.13. SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.14. ATTORNEY'S FEES. If any action at law or in equity, excepting an action for declaratory relief, is brought to enforce provisions of this Agreement by reason of the alleged failure of the other to perform or keep any provision or this Agreement to be performed or kept, the prevailing party in such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorney's employed by COUNTY) 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 such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

D.15. COMPLIANCE WITH LAWS. CONTRACTOR's services hereunder shall be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the DHHS, COUNTY, State of California, and the United States government. CONTRACTOR agrees to indemnify COUNTY against any damages, expenses, or price reductions under this Agreement resulting from CONTRACTOR's or CONTRACTOR's lower-tier sub' failure to comply with the above laws and regulations.

D.16. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties

specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns. COUNTY and CONTRACTOR recognize and acknowledge that CONTRACTOR is hereunder employed in a position where CONTRACTOR will be rendering services of a special, unique, unusual and extraordinary character requiring extraordinary ingenuity and effort by CONTRACTOR. The parties hereto recognize that a substantial inducement to COUNTY for entering into this Agreement is the reputation, experience, and competence of CONTRACTOR. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the COUNTY. Any attempt to assign or delegate this Agreement without the express written consent of COUNTY shall be void and of no force or effect. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. CONTRACTOR shall provide qualifications of assignees for review by COUNTY, which will not unreasonably withhold consent. CONTRACTOR shall not subcontract any portion of the work to be performed without the prior written authorization of COUNTY. If COUNTY consents to said subcontract, CONTRACTOR shall be fully responsible to COUNTY for all acts or omissions of subcontractor. Nothing in this Agreement shall create any contractual relationship between COUNTY and subcontractor nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

D.17. INDEPENDENT CONTRACTOR. Neither party has or shall have the power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party. The parties to this contract agree that the CONTRACTOR is in business for CONTRACTOR's self. For all services rendered pursuant to this Agreement, COUNTY and CONTRACTOR are and at all times shall be and remain independent CONTRACTORS as to each other, and no joint venture, partnership, agency or other legal relationship which would impose vicarious liability upon one party for the act or omission of the other shall be created or implied hereby or herefrom. CONTRACTOR shall not be considered an agent or employee of COUNTY. CONTRACTOR shall be solely responsible for all contributions, payments or withholdings normally made on behalf of an employee including, but not limited to, state and federal income taxes, federal social security contributions, California state disability insurance taxes and unemployment insurance contributions, medical insurance, dental insurance, life insurance, deferred compensation and disability insurance. CONTRACTOR shall provide, at CONTRACTOR's expense, workers' compensation coverage for CONTRACTOR and CONTRACTOR's employees to the extent required by law. Except as is expressly herein set forth, each party shall bear full and sole responsibility for its own expenses, liabilities, costs of operation and the like. The compensation payable to CONTRACTOR was negotiated based on contemplation of this fact. Therefore, should COUNTY be required to pay any employee benefits, taxes or insurance as a result of CONTRACTOR's rendition of services under this Agreement, then CONTRACTOR's compensation shall be adjusted both

prospectively and retroactively accordingly so that COUNTY's gross monetary outlay shall remain as provided in the compensation provisions of this Agreement. However, any such adjustment shall be limited so as to ensure that CONTRACTOR's compensation shall not fall below minimum wage.

D.18. MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.19. COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.20. OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.21. PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

D.22. JURISDICTION. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the COUNTY of Del Norte.

D.23. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.24. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any stated and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.25. CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect

financial interest in this Agreement.

D.26. ADVICE OF COUNSEL. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

D.27. INDEPENDENT REVIEW. Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

D.28. TAXES. The CONTRACTOR shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties, and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.29. NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.30. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement above, CONTRACTOR agrees to also comply with all provisions of section 504 et seq.

of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

CONTRACTOR warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) regarding the protection of health information obtained, created, or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

D.32. CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.33. NOTICES. Any notice required to be given under this Agreement may be given by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed communicated as of three days from mailing or the day that personal service was effectuated. Mailed notices shall be addressed as set forth below, but each party may change [his or her or its] address by written notice in accordance with this paragraph.

If to "COUNTY":

County of Del Norte
Heidi Kunstal, Community Development Director
981 H Street, Suite 110
Crescent City, CA 95531

With a copy to:
County of Del Norte
Office of County Counsel
981 H Street, Suite 220
Crescent City, CA 95531

If to "CONTRACTOR":

D. 34. LICENSES, PERMITS, LAWS. CONTRACTOR represents and warrants to

COUNTY that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to perform under this agreement. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding Operative Provision No. 14. CONTRACTOR shall comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

D.35 STANDARD OF PERFORMANCE. CONTRACTOR warrants that CONTRACTOR, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercise under like circumstances. County has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter this Agreement. It is understood that acceptance of CONTRACTOR'S work by COUNTY shall not operate as a waiver or release. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

D.36 RECYCLING AND REUSE. It is the policy of the Board of Supervisors to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff and contractors shall specify and utilize these products whenever practical.