

COUNTY OF TUOLUMNE COMMUNITY DEVELOPMENT DEPARTMENT

Issued: January 7, 2020



REQUEST FOR PROPOSALS (RFP) Title 17 Zoning Code Comprehensive Update and Accessory Dwelling Unit Ordinance

Deadline for Submission of Proposals:
Monday, February 3, 2020, 2:00 PM

For an electronic version of this RFP, go to:

<http://www.tuolumnecounty.ca.gov>
(Click on "Bids, RFPs & RFQs")

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SECTION ONE: ACTIVITIES AND TIMELINES

ACTIVITY	DATE
• Release of published RFP	Tuesday, January 7, 2020
• Deadline for receiving all questions	Monday, January 20, 2020
• Deadline for RFP responses to be received by County	Monday, February 3, 2020
• Review Committee evaluates and ranks proposals	Friday, February 7, 2020
• Notice of contract award (Tentative)	Monday, February 10, 2020
• Deadline for protests/appeals (Tentative)	Thursday, February 20, 2020
• Contract executed (Tentative)	March 3, 2020

SECTION TWO: GENERAL RFP SUMMARY

This project entails:

1. a comprehensive update of the Tuolumne County Zoning Ordinance and development procedures to bring them into conformance with the recently updated General Plan and new State housing laws such as SB 330,
2. creation of an accessory dwelling unit (ADU) ordinance and program, and
3. the potential for optional tasks as outlined in the Scope of Services.

California law and federal law provide specific employment restrictions for retirees and/or current County employees that desire to contract with the County.

For CalPERS retirees: if the work you will perform as a contractor is the same or similar to work you performed as an active employee or is work that is performed by active employees, it is most likely subject to the PERS retired annuitant restrictions, meaning the employment is disallowed and the County will not be able to enter into a contract with you.

For current County employees: California and federal law prohibit a current employee from contracting with its employer while being an active employee. If an employee is interested in becoming an independent contractor, the employee must consider separation from employment with the County, however should the employee retire, he/she may be subject to the CalPERS retired annuitant laws. Should a current County employee respond to a RFP while in active employment status, the employee must separate from employment prior to award of the contract.

No County time is allowed to be used to prepare for or work on a response to a County RFP.

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

On September 17, 2013, the Board of Supervisors directed staff to prepare an update of the Tuolumne County General Plan. The 2018 General Plan and Environmental Impact Report (EIR) was approved and certified in January 2019. The primary vehicle for implementing the updated General Plan is the Uniform Zoning Ordinance codified in Title 17 of the County Ordinance Code.

A comprehensive update of the zoning ordinance and related procedures is needed to bring it into conformance with the updated General Plan, including the Housing Element, and address ways to streamline the permit process, in addition to evaluating ways to address/solve repetitive code compliance violations of Title 17.

County policies and programs must also comply with new State legislation concerning housing production, accessory dwelling units, and other new residential development requirements. The County is working to implement policies such as a new accessory dwelling unit ordinance to comply with new requirements and increase housing production.

Additional deliverables may include land use summary/handouts to simplify the process of answering questions from the public about permitted/conditional uses and permitting processes (Zoning Handbook), summary of development process/standards for multi-family housing, updates to the zoning map, and rezoning of residential parcels suitable for affordable housing development.

Responsive proposals will describe the approach, process and cost to:

- Complete a comprehensive update of the Zoning Code and create an accessory dwelling unit ordinance and program;
- Plan and conduct associated public outreach and involvement activities;
- Optional development of applications, forms, and information guide.

The General Plan, along with the General Plan Technical Background Report, can be found at: <https://www.tuolumnecounty.ca.gov/185/General-Plan-Policy>. The Zoning Code can be found at: <https://www.tuolumnecounty.ca.gov/165/Tuolumne-County-Ordinance-Code#17>.

SECTION FOUR: SCOPE OF SERVICES

Zoning Ordinance

With assistance from County Staff, the selected Consultant will conduct a public process to develop a new Zoning Code. The County anticipates that the Consultant will work with staff, the Board of Supervisors Planning Committee, the Tuolumne County Planning Commission, the Board of Supervisors Housing Policy Committee, the Board of Supervisors, and the public to develop a simple, straightforward zoning ordinance and procedures that incorporate a mix of form-based standards, performance based standards, incentives, and conventional zoning standards as appropriate depending on the land use, project type, or area of the County.

County staff have identified the following goals for the zoning code update effort:

- Implement 2018 General Plan land use policies
- Meet goals identified in the County's SB 2 Grant Application
- Streamline the housing approval process, including SB 330 regulations
- Update the Inclusionary Housing Ordinance
- Be consistent with State and Federal law
- Create an intuitive document that is user friendly
- Create a transparent, predictable and consistent process

- Respond to community concerns
- Promote infill, mixed-use, and development in the Identified Communities
- Standardize and simplify development review

The Consultant will develop a final work program in conjunction with County staff, but the scope of work should include the following tasks, in a logical order of events:

Background:

The Consultant will review the key background materials and will join County staff on a tour of the community. Staff will provide a summary of the key policies and development standards from the following background documents:

- 2018 General Plan, Community Plans, and Technical Background Report
- Existing Zoning Code
- Hillside and Hilltop Guidelines
- Scenic Route Guidelines
- Community Design Guidelines (Jamestown, Columbia, East Sonora)

The Consultant will be expected to provide a summary of recommended changes to the zoning code. In addition, the Consultant shall prepare a proposed outline laying out the recommended format, content, and organization of the new zoning code, including an appropriate zoning approach and procedures (e.g., form-based, performance-based, incentive-based, or conventional).

Public Outreach:

The Consultant should incorporate a public outreach component designed to inform community stakeholders, the Planning Committee, the Planning Commission, the Board of Supervisors Housing Policy Committee, the Board of Supervisors, and the public on the new zoning code.

For review and adoption of the new Zoning Code, the Consultant should assume two (2) Planning Committee workshops, one (1) Housing Policy Committee workshop, one (1) Planning Commission meeting, and one (1) Board of Supervisors meeting. The Consultant shall be responsible for preparing all presentation materials for the workshops and meetings. The County will create a project website for the zoning code effort and will utilize the Consultant's materials for web content.

Draft Zoning Code:

At a minimum, the comprehensive update of the County's zoning code should address the following topics:

- Zoning Code Administration & Permits
- Zoning Districts
- Overlay Districts
- Principally Permitted/Permitted/Conditionally Permitted land uses
- Accessory Dwelling Units
- Development Standards – Standards and guidelines should be clearly identified as such, separately provided, and their appropriate use clarified.

- Standards for Special Uses and Activities
- Definitions/Glossary

The Consultant shall prepare the following documents:

- Administrative Draft
- Public Review Draft
- Revised Public Review Draft incorporating changes resulting from the hearing process and other outreach, and
- Final Draft of the code for presentation at the Planning Commission and Board of Supervisor hearings.

Integration of the New Code into User-Friendly Formats:

The Consultant shall work with County staff as well as its information technology vendors to ensure the new code is easily accessible to the public, interactive, and searchable.

Environmental Review/CEQA Documentation:

The Consultant shall prepare the appropriate CEQA document necessary for adoption of the zoning code. The Consultant should be able to tier off the recently completed 2018 General Plan EIR and prepare either a letter of consistency or addendum. If higher level of CEQA review is recommended, please provide a justification for that level of review.

Project Schedule:

The Consultant shall provide the County with an anticipated schedule for the work broken down by phase with a goal of completion by December 2020.

Deliverables:

The Consultant shall provide the complete zoning code and updated procedures in both paper format (3 copies) and electronic format (Word, PDF) for each draft:

- Administrative Draft (Internal – staff review only);
- Public Review Draft (Public document); and
- Revised Public Review Draft (Public document incorporating comments from meetings)
- Final Draft for final Board of Supervisors hearings.

Once the Board of Supervisors has approved the final draft, the Consultant shall update the zoning code to include the Board-directed changes and then shall provide staff with paper copies (3 copies) and electronic versions of the final zoning code (e.g., Word, PDF and the original files from any other programs used such as Adobe In-Design, Trimble SketchUp, etc.).

For the environmental review, the Consultant shall prepare an initial draft and final version of the CEQA document. Two (2) hard copies and an electronic version shall be provided for each draft.

ADU Ordinance

Background

The County intends to adopt an ADU ordinance that complies with newly adopted state legislation. The County also wishes to explore options for ADU programs that will encourage ADU units and increase the supply of housing, especially affordable housing, in established communities near services.

Tasks

ADU ordinance tasks will include researching model ordinances, crafting a draft ordinance, reviewing the ordinance with County staff, officials and members of the public, and performing environmental review for the ordinance. The Board of Supervisors will review and adopt the ordinance which will be administered by the Community Development Department.

ADU program tasks will include researching model programs suitable in rural areas, researching possible funding sources and cost of implementation, and reviewing program options with County staff, officials and members of the public.

Public Outreach and Project Schedule

The ADU ordinance and program will be crafted concurrently with the County Zoning Ordinance update and will be included in the same public outreach and project schedule.

Deliverables

The Consultant shall provide a draft ADU ordinance and ADU program outline (including funding sources and estimated costs) that complies with state code in both paper format (3 copies) and electronic format (Word, PDF) for each draft:

- Administrative Draft (Internal – staff review only);
- Public Review Draft (Public document); and
- Revised Public Review Draft (Public document incorporating comments from meetings)
- Final Draft for final Board of Supervisors hearings.

Optional Tasks:

The County is considering optional tasks. In the project budget, the cost of the items should be listed separately and independently.

Option 1 - Zoning Handbook:

The Consultant will prepare a simple user-guide/handbook for the public that explains how to use the new zoning code. The handbook should be easy to understand with graphics and examples that demonstrate how the public can navigate the code and find answers to frequently requested information (e.g., residential setbacks, lot coverage, commercial building signage, accessory structure standards, development standards, etc.). This should be provided in editable PDF format that is internally hyperlinked for easy navigation within the handbook.

Option 2 – Objective Standards for Multi-Family Development Handout.

The Consultant will prepare a handout that specifically outlines the objective standards that can be used when considering multi-family development projects. The document shall clearly identify when and how these standards may be used.

Option 3 – Rezone for Affordable Housing

Review and update the County's existing database of vacant sites suitable for low- and moderate-income housing. This list will be used to ensure that the County has sufficient land to meet RHNA goals and identify parcels eligible for streamlined and/or by-right processing under new State laws. The sites will be near utilities and amenities so that they are suitable for affordable housing financing programs. Research strategies for infrastructure financing for affordable housing development. County staff will use the updated list of sites to initiate the rezoning process.

SECTION FIVE: MINIMUM QUALIFICATIONS

The consultant or consultant team should have demonstrated experience in completing work on zoning code updates in rural counties which have an interest in streamlining the discretionary permit process. Consultants should also have demonstrated experience and an understanding of how to implement recent changes in housing laws as it relates to by right housing, accessory dwelling units, and other affordable housing legislation, as the zoning code update will need to reflect the County's recently adopted Housing Element which requires compliance with housing laws.

SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS

A. PROPOSAL FORMAT

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit four (4) copies of the proposal and one electronic copy on a flash drive.

Please prepare and organize your Proposal based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Proposal. Please note however that the RFP Proposal is limited to 20 pages maximum (excluding resumes). Printing must be done double-sided and submitted on 8 ½" x 11" paper, in a minimum of 11-point font. Page limit excludes a table of contents, dividers, and resumes for Consultant's team.

B. PROPOSAL ELEMENTS

Enclose a cover letter, before the table of contents and included as the first page of this submittal. This cover letter shall not exceed one page, describing the firm's interest and

commitment to perform work necessary to update Title 17. The person authorized by the firm to negotiate a contract with the County of Tuolumne shall sign the cover letter, as well as the name and all contact information for the designated project manager. The person signing the letter shall be the person who would be signatory to any potential contract with the County of Tuolumne.

Please include the following required sections, which should be referenced in a Table of Contents:

Qualifications and Related Experience of Personnel Who Will Perform Work

Résumés of all personnel who will provide professional services to the County within the Scope of Services outlined and described in this request should be included. Key staff that will provide oversight and perform the bulk of the work will be identified.

Prior Relevant Experience

A description of prior work experience of personnel who will be assigned to perform work under this contract and projects relevant to the Scope of Services outlined and described in this request should be included. Preference will be given to firms who have developed/updated zoning codes and housing programs for rural jurisdictions.

References from Local Government Clients

Please include a list of at least three local government clients located in California for which the consultant has rendered professional services relevant to the Scope of Services outlined and described in this request.

Approach, Scope, and Timelines

Provide a proposed approach and projected timeline to conduct and complete the steps in the Scope of Services. Briefly describe the methodology and organizational approach the consultant would use to assist the County, including critical elements and special methodologies that would be used to ensure that County objectives are satisfied.

Cost

Consultants must provide:

- Task specific cost estimate with staff allocation identified for each task
- Hourly rates for all personnel assigned to the project
- Options for reducing or adding services, including options for County staff to supplement consultant's efforts to save costs or improve the product.

SECTION SEVEN: RFP PROCESS

A. SUBMITTAL OF PROPOSALS

Sealed proposals must be received at the Community Development Department, ***NO LATER THAN 2:00 PM on February 3, 2020.*** *Proposer's name and return address must also appear on the envelope.* Proposals are to be addressed as follows:

Title 17 Zoning Code Comprehensive Update Proposal
Community Development Department
2 South Green Street (mail)
48 Yaney (physical)
Sonora, CA 95370
Attention: Quincy Yaley

Proposals will be received only at the address shown above, and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and **will not be accepted**. No e-mailed or facsimile proposals will be considered. The Community Development Department time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

B. SUBMITTER'S QUESTIONS

Questions regarding the RFP must be submitted exclusively in writing to the County by **January 20, 2020 by 4:00 PM**. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFP to post any questions received, along with written responses, on the County website, www.tuolumnecounty.ca.gov, (click on "Bids, RFPs & RFQs" in the Business Section). **It is the responsibility of the proposers to check the County website to review the questions and responses.** Any oral responses to questions are not binding on the County.

Questions should be addressed to:

County of Tuolumne Community Development Department Attn: Quincy Yaley, Community Development Director 2 South Green Street Sonora, CA 95370	--OR-- Email: qyaley@co.tuolumne.ca.us
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C. COSTS OF DEVELOPING THE PROPOSAL

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the County.

D. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

E. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

1. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a consultant that best satisfies the County's requirements. The following describes the evaluation process and associated components.

2. SELECTION PROCESS

- a. The County shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

3. EVALUATION CRITERIA & SCORING

- a. The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total

score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

A.	Completeness of Proposal	Pass/ Fail
B.	Qualifications	35%
C.	Service Delivery/Methodology	40%
D.	Reasonable Cost of Service	25%

4. **AWARD**

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. The County will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract with the highest ranked proposer, the County will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

Proposers are advised County reserves the following prerogatives:

- To reject any or all proposals;
- To consider historic information and fact, whether gained from the proposer’s proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer’s sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

F. OTHER REQUIREMENTS

In order to contract with the County of Tuolumne, a proposer must meet the following requirements:

- Make available to the County its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
 - Standard contract language of the County; and,
 - Insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the County.
- Meet the requirements for audit of its expenditures if required in the above documents.

G. NON-DISCRIMINATION

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

H. PROTEST/APEAL PROCESS

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for the Title 17 Zoning Code Comprehensive Update once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to Community Development Department, 2 South Green Street (mail) 48 Yaney (physical), Sonora, CA 95370, Attention: Quincy Yaley, Community Development Director
- The protest must be submitted before 4:00 PM of the tenth (10th) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Community Development Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

I. PUBLIC RECORDS ACCESS

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

SECTION EIGHT: CONTRACT INFORMATION
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A. SAMPLE AGREEMENT

A sample Agreement is attached to this RFP, which details all standard terms and conditions required by the County of Tuolumne.

B. TERM/TERMINATION

The term of the initial contract awarded under this RFP will be for 12 months. By mutual agreement, this contract may be extended for 12 months, under the following circumstances:

- The County receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's service requirements;
- The County continues to need the services purchased under this RFP;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the County.

The contract will be subject to termination by either party upon thirty (30) days' advance, written notice of intent to terminate. The County may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

C. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

D. INSURANCE

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.

- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds (“County additional insureds”).
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County’s option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

E. HOLD HARMLESS

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, “County”) from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, “Liability”) arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney’s fees, the County may make by reason of such matters and, if

requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

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SECTION NINE: ATTACHMENTS

- Excerpt from SB 2 Grant Application
- Example Standard Agreement

SB 2 Planning Grants Application

E. Project Description

*Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. **Note:** If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.*

Task 1: Accessory Dwelling Unit Ordinance

The County will use SB 2 funding to prepare an ADU ordinance that complies with newly-adopted State law and encourages more ADU's to be built in the unincorporated area of the County. Costs will include County staff time and consultant services. Tasks will include researching model ordinances, crafting a draft ordinance, reviewing the ordinance with County staff, officials and members of the public, and performing environmental review for the ordinance. The Board of Supervisors will review and adopt the ordinance which will be administered by the Community Resources Agency.
Quantitative Measure: 10 ADU units/year.

Task 2: Expedited Processing

Complete a comprehensive review and update of the County Ordinance Code as it relates to housing production, including the County's Inclusionary Housing Ordinance, to identify areas to streamline the housing approval process. Initiating zone changes to ensure consistency between the General Plan and Zoning Code. The goal of this task would be to identify possible changes to the zoning code and site development permit process to accelerate the production of housing. Tasks will include County staff and consultant review of the County Ordinance Code and site development review process, research best practices, craft changes to the Ordinance Code and permit review process, present proposals to County staff, officials and members of the public, and conduct an environmental review that can be used for future projects. The Board of Supervisors will adopt changes to the County Ordinance Code, and the Community Resources Agency will implement the new procedures.
Quantitative Measure: Reduce processing time for discretionary permits from 8-12 months to 2-3 months. Reduce number of discretionary permits and move towards ministerial approvals.

Task 3: Rezone to Permit By-Right

Review and update the County's existing database of vacant sites suitable for low- and moderate-income housing, post the database on the County's website, and maintain the list on an ongoing basis. This list will be used to ensure that the County has sufficient land to meet RHNA goals and identify parcels eligible for streamlined and/or by-right processing under new State laws. The database will also show utilities and amenities on or near the sites so that affordable housing developers can identify sites suitable for affordable housing financing programs. Research strategies for infrastructure financing for affordable housing development. For those vacant sites require rezoning, the County will initiate the rezoning process. Tasks to be performed by County GIS and Community Resources Agency staff. County may hire a consultant to assist. Any initiated zone changes will be reviewed and approved by the Board of Supervisors. The Community Resources Agency will provide oversight.
Quantitative Measure: Rezone parcels to meet RHNA allocation.

**AGREEMENT FOR PROFESSIONAL SERVICES
TO PREPARE AN ORDINANCE CODE UPDATE**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020 by and between the County of Tuolumne, a political subdivision of the State of California, (“County”), and _____, a [INSERT TYPE OF COMPANY], (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or [INSERT DATE], whichever is earlier.

2. SERVICES

Contractor shall prepare a Climate Action Plan as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed [INSERT \$ AMOUNT]. The Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the “not to exceed” amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Contractor’s insurance policy(ies) shall be placed with insurer(s) with acceptable Best’s rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- i. Workers’ Compensation Coverage – Workers’ Compensation Insurance and Employer’s Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

- ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.

- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for

and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

8. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

COUNTY:

Quincy Yaley
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5633

9. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

10. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

11. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Community Development Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

12. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

13. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon [INSERT TIMEFRAME] calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
- D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

14. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

15. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

16. 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.

17. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

18. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

19. 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.

20. 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.

21. 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.

22. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

23. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

24. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

25. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

26. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

Exhibit A
SCOPE OF WORK

Exhibit B
COST PROPOSAL