



**ITEM #2**

**DATE:** May 27, 2020

**TO:** Orange County Planning Commission

**FROM:** OC Development Services/Planning

**SUBJECT:** Initiation of General Plan Amendment H 20-01 – Housing Element

**PROPOSAL:** Staff is requesting authorization to initiate a General Plan Amendment to prepare a Housing Element update that will be applicable to the unincorporated areas. The proposed Housing Element update will ensure compliance with existing State law, and recent State mandated changes regarding housing.

**ZONING/  
GENERAL  
PLAN:** N/A

**LOCATION:** Unincorporated Areas of Orange County

**APPLICANT:** OC Development Services

**STAFF  
CONTACT:** Joanna Chang, Land Use Manager  
714.667.8815  
[Joanna.Chang@ocpw.ocgov.com](mailto:Joanna.Chang@ocpw.ocgov.com)

**RECOMMENDED ACTION(S):**

OC Development Services/Planning recommends the Planning Commission:

- a. Receive staff report and public testimony.
- b. Authorize staff to initiate General Plan Amendment H 20-01 to update the County of Orange Housing Element to ensure compliance with existing State law, and recent State mandated changes regarding housing.

**BACKGROUND:**

State law requires jurisdictions to adopt a General Plan, which includes various state-mandated elements. The General Plan is considered a long-range planning document for the management of growth and change. Each General Plan Element provides goals, policies, and objectives on a variety of topics. In accordance with Housing Element law, local governments are required to update their Housing Element every eight (8) years. Local governments are also required to adequately plan to meet their existing and projected housing needs, including their share of the regional housing needs allocation (RHNA) assigned by Southern California Association of Governments (SCAG). More specifically, the Housing Element will (1) analyze existing housing stock, projected housing needs, and housing for special needs groups; (2) provide an inventory of land suitable for residential development; (3) identify and analyze potential and actual barriers to providing housing; and, (4) identify specific programs that will allow implementation of the stated goals and objectives.

On December 10, 2013, the County of Orange Board of Supervisors adopted the County's Fifth Cycle Housing Element, which covers the current planning period 2014-2021. The adopted Housing Element was submitted to the State Department of Housing and Community Development (State HCD) for review and certification. On January 29, 2014, the County's Housing Element was certified by State HCD. The County's existing Housing Element is near the end of this Fifth Cycle. By October 2021 the County will need to attain a certified Sixth Cycle Housing Element, which covers 2021-2029, to ensure compliance with existing State law and recently approved housing legislation.

**PROPOSED PROJECT:**

On May 1, 2019, a Request for Proposal was released to request written proposals from qualified consultants to prepare the Housing and Safety Element Amendments. The scope of work included project management, public outreach, research and data collection and environmental analysis. Following a thorough review of the submitted proposals, Kimley-Horn was selected to lead the effort to update the Safety and Housing Elements and its contract with the County (Attachment 1) was executed for a three (3) year term starting on August 1, 2019.

The County of Orange is expected to receive its final RHNA allocation from SCAG by October 2020. The statutory deadline for adopted Housing Elements is October of 2021. Upon determination of the County RHNA allocation, a series of meetings and workshops will be conducted with internal and external stakeholders to seek public input. Prior to October 2021, Staff will return to the Planning Commission to present for recommendation to the Board of Supervisors adoption of the proposed General Plan Amendment H 20-01 Safety Element.

**CEQA COMPLIANCE:**

This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this item does not commit the County to a definite course of action in regard to a project since the action being authorized involves the initiation of a General Plan Amendment to ensure compliance with existing State law, and recent State mandated changes regarding housing, which is administrative. This proposed

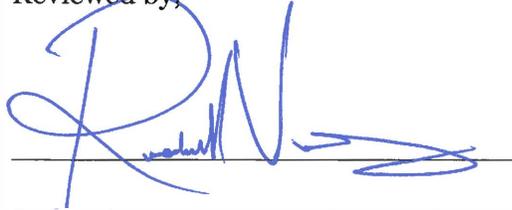
activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed in compliance with CEQA.

Submitted by:



Joanna Chang, Land Use Manager  
OC Development Services/Planning

Reviewed by:



Richard Vuong, Interim Deputy Director  
OC Public Works/Development Services

Attachment 1 Contract MA-080-20010080 for Housing Element Consultant Services between OC Public Works and Kimley-Horn and Associates, Inc.

# Attachment 1

**CONTRACT MA-080-20010080**

**FOR**

**HOUSING ELEMENT CONSULTANT SERVICES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**KIMLEY-HORN AND ASSOCIATES, INC.**



**CONTRACT MA-080-20010080  
WITH  
KIMLEY-HORN AND ASSOCIATES, INC.  
FOR  
HOUSING ELEMENT CONSULTANT SERVICES**

THIS CONTRACT MA-080-20010080 for Housing Element Consultant Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and Kimley-Horn and Associates, Inc., with a place of business at 765 The City Drive, Suite 200, Orange, CA 92868 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively as "Parties".

**ATTACHMENTS**

THIS CONTRACT is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Contractor Pricing

Attachment C – Staffing Plan

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Housing Element Consultant Services under firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Housing Element Consultant Services as set forth herein, and Contractor represented that it is qualified to provide Housing Element Consultant Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Housing Element Consultant Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of hourly rates set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than

those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:**
- Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain

insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Professional Liability \$1,000,000 per claims-made  
\$1,000,000 aggregate

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Professional Liability is “Claims-Made” policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z"** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, to the extent arising from or related to Contractor's negligence in providing the services, pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing company hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### **Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Housing Element Consultant Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and shall continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods shall be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
  7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
  8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
  9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.
 

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
  10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
  11. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the

work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

12. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/Contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another department or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

13. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

15. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. **Disputes – Contract:**

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in Article 22. “Notices,” such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

17. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;

- b. The organization’s policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company’s drug-free policy statement; and
  - b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.

18. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, sub article B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

19. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior

to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

20. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

21. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Kimley-Horn and Associates, Inc.  
Attn: Dave Barquist  
765 The City Drive, Suite 200  
Orange, CA 92868  
Phone: 714-939-1030  
Email: [Dave.Barquist@kimley-horn.com](mailto:Dave.Barquist@kimley-horn.com)

County's Project Manager: OC Public Works/Development Services  
Attn: Joanna Chang  
300 North Flower Street  
Santa Ana, CA 92703  
Phone: 714-667-8815  
Email: [Joanna.Chang@ocpw.ocgov.com](mailto:Joanna.Chang@ocpw.ocgov.com)

cc: OC Public Works/Procurement Services  
Attn: Avelino Javier, County DPA  
300 North Flower Street, Suite 861  
Santa Ana, CA 92703  
Phone: 714-667-9694  
Email: [Avelino.Javier@ocpw.ocgov.com](mailto:Avelino.Javier@ocpw.ocgov.com)

23. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
24. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
25. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
26. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**KIMLEY-HORN AND ASSOCIATES, INC.\***

  
Signature Name Title Date  
Darren Adrian Vice Presentation 7/31/19

  
Signature Name Title Date  
DAVID BARQUIST ASSOCIATE 7/31/19

**COUNTY OF ORANGE, A political subdivision of the State of California  
COUNTY AUTHORIZED SIGNATURE:**

  
Signature Name Title Date  
Avelino Javier Deputy Purchasing Agent 8/1/19

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.



**Certificate of Secretary**

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 18, 2018 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (A copy of the employee lists as presented is enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: 1/22/19

Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.  
FULL CONTRACT SIGNING AUTHORITY  
December 18, 2018

ATLANTIC  
BALTIMORE

Falk, Katherine W.  
Kraft, Jonathan H.

HOBOKEN

Gibson, Adam T.

NEWPORT NEWS

Collins, Carroll E.

NORTHERN VIRGINIA

Ameel, Adrienne C.  
Carter, Erica V.  
Elman, Paul D.  
Giffin, Geoffrey D.  
Kauppila, John L.  
Lefton, Steven E.  
Martin, Robert J.  
Murphy, Terence T.  
Sauro, Thomas J.  
Stevens, Ross S.  
Whyte, Richard D.  
Yarnal, Brian D.

PRINCETON

Diggan, Tony W.

RICHMOND

Brewer, Brian J.  
Harmon, Amanda R.  
Hill, Corey  
Lickliter, Ashley C.  
McPeters, Brian A.  
Musarra, Salvatore J.  
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.  
Crum, Katie E.  
France, William D.  
Jucksch, Rebecca R.  
Mackey, William F.  
Marscheider, Edward A.  
Mertig, Karl E.  
Miller Edward W.  
Nash, William A.  
Royal, Jack R.  
Tewksbury, Carl F.  
Votava Charles F.

WHITE PLAINS

Van Hise, Kevin

CALIFORNIA

LOS ANGELES

Blume, Robert D.  
Fares, Jean B.  
Kerry, Nicole M.  
Kyle, Gregory S  
Phaneuf, Alyssa S.

OAKLAND

Akwabi, Kwasi  
Dankberg, Adam J.  
Durrenberger, Randal R.

ORANGE

Adrian, Darren J.  
Ciandella, Serine A.  
Hourigan, E. Vincent  
Matson, Jason B.  
Melvin, M. Pearse  
Phillips, Chad E.

PLEASANTON

Mowery, Michael C.  
Pulliam, John E.  
Sowers, Brian E.

SACRAMENTO

Melvin, Enda  
Pittalwala, Fareed S.  
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.  
Espelet, Leonardo E.  
Harry, Jennifer L.  
Kaltsas, Joseph D.  
Knapton, Michael J.  
Landaal, Dennis J.  
McWhorter, Samuel L.  
Podegracz, Anthony J.  
Ross, Michael S.

SAN JOSE

Hedayat, Leyla  
Meyerhofer, Peter N.  
Venter Frederik J.

FLORIDA

BOCA-DELRAY

Schwartz, Michael F.  
Webber, Jason A.

FORT LAUDERDALE

Alam, Mudassar M.  
Capelli, Jill A.  
Falce, Christopher T.  
McWilliams, John J.  
Ratay, Gary R.  
Saxena, K.K.

JACKSONVILLE

Brenny, Martin T.  
Mecca, Joseph P.  
Roland, George E.

LAKELAND

Bulloch, Kelly B.  
Lewis, Jason A.  
Wilson, Mark E.

MIAMI

Baldo, Burt L.  
Buchler, Aaron E.  
Collier, Julio A.  
Fernandez, Jorge L.

OCALA

Bryant, M. Lewis  
Busche, Richard V.

ORLANDO

Chau, Hao T.  
Jackson, Jay R.  
Martin, Jonathan A.  
Mingonet, Milton S.  
Thigpen, Jonathan D.  
White, Wayne E.

SARASOTA

Klepper, B. Kelley  
Nadeau, Gary J.  
Schmid, Seth E.  
Stovall, Thomas M.

ST. PETERSBURG

Dodge, Dawn M.

TALLAHASSEE

Barr, Richard R.  
Sewell, Jon S.  
Wetherell, Ryan S.

TAMPA

Gilner, Scott W.  
Lee, Nathan Q.

VERO BEACH

Cave, Derrick B.  
Good, Brian A.  
Peed, Brooks H.  
Roberson, Kevin M.  
Stephens, Britt L.

WEST PALM BEACH

Atz, John C.  
Barnes, R. Russell  
Campbell, David C.  
Heggen, Christopher W.  
Mufteh, Marwan H.  
Rapp, Bryan T.  
Schanen, Kevin M.  
Sumislaski, James M.  
Walthall, David W.

MID-WEST

CHICAGO

DOWNTOWN

Dvorak, Jr., William E.  
Marnell, Colleen L.  
Morton, Jr., Arthur J.  
West, Craig L.

CHICAGO

SUBURBAN

Antony, Dean M.  
Heinen, Andrew N.  
Sjogren, Timothy

COLUMBUS

Muller, Justin M.

INDIANAPOLIS

Butz, Jr., William A.

TWIN CITIES

Bishop, Mark C.  
Coyle, Daniel J.  
Danielson, Paul B.  
Henderson, Benjamin J.  
Horn, Jon B.  
Leverett, Christopher C.  
Matzek, William D.  
Williamson, Sarah T.

MOUNTAIN

DENVER

Colvin, Scott W.  
Krell, Gabriel M.  
PHELPS, Randall J.  
Rowe, Curtis D.  
Salvagio, Robin  
Turner, Meaghan M.  
Valentine, Brian W.

LAS VEGAS

Ackeret, Kenneth W.  
Colety, Michael D.  
Moles, Richard A.

MESA

Grandy, Michael L.  
Margetts, Sterling T.  
Walnum, Nathan C.

PHOENIX

Conrad, John R.  
Hermann, Michael J.  
Kimm, Kevin J.  
Kissinger, John C.  
Leistiko, David J.  
Mutti, Brent H.  
Noon, Lisa K.  
Omais, Ahmad A.  
Perillo, Adam C.  
Purtie, Vicki L.  
Schiller, Michael G.  
Smalkoski, Brian R.  
Williams, Laura J.

RENO

O'Brien, Molly M.

SALT LAKE CITY

Johnson, Zachary A.

TUCSON

Crowther, Brent C.

SOUTHEAST

ALPHARETTA

Fanney, Lawson H.  
Hamilton, James R.  
James, Alvin B.  
Walker, John D.  
Webb, Floyd C.

ATLANTA

Newton, Gary T.  
Rushing, Michael L.

ATLANTA MIDTOWN

Fink, Kenneth L.  
Johnston, Sean P.  
Meador, Emily H.  
Montanye, Emmeline F.  
Ross, Robert A.  
Stricklin, David L.

CHARLOTTE

Blakley, Jr., Stephen W.  
Edwards, Matthew A.  
Hume, Robert M.  
Wilhelm, William R.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Beck, Chadwick W.

MEMPHIS

Collins, James F.  
Danley, Drake E.

NASHVILLE

Dufour, Zachary J.  
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.  
Balltzglier, Lindsey  
Barber, Barry L.  
Byrd, Michael N.  
Cook, Richard N.  
Deans, Neil T.  
Dunzo, Mark W.  
Flanagan, Tammy L.  
Kuzenski, John  
McEntee, David L.  
Nuckols, Charles A.  
Rohrbaugh, Richard R.  
Squires, Christopher A.  
Sutter, Karl V.  
Venters, Samantha  
Wilson, Jon E.  
Wilson, Mark S.

## **ATTACHMENT A SCOPE OF WORK**

### **I. BACKGROUND**

The State Department of Housing and Community Development (HCD) has established **October 31, 2021** as the deadline for certification of the County's adopted Housing Element for the **2021-2029** planning period. In addition, the Safety Element must also be revised during this upcoming housing element update to comply with State law.

The County of Orange is requesting written proposals from qualified consultants to prepare the Housing and Safety Element Amendments. The selected consultant will review the existing Housing and Safety Elements, and revise the document to comply with applicable State law during the 2021-2029 planning period.

In preparing the updates to these Elements, the Consultant must ensure that both the adoption process and final documents meet the requirements set forth by HCD and State law. It is imperative that the County's Housing Element earn full certification from State HCD to ensure the continued compliance of the County's General Plan with applicable State law.

The County of Orange General Plan contains a total of nine Elements that contain goals, policies, and regulations that affect the unincorporated area. Seven of these Elements are mandated by State law: Land Use, Transportation, Resources, Recreation, Noise, Safety, and Housing. In addition, the County elected to adopt two additional optional Elements: Public Services and Facilities, and Growth Management.

#### **A. Housing Element**

The Housing Element will be updated to include the policies, strategies, and actions the County will undertake to facilitate the construction of new housing and preservation of existing housing to meet the needs of the population during the planning period (2021-2029) in all economic segments of the community. The implementation of SB 375 (2007) requires that the next Housing Element be certified by the State no later than October 2021.

The Housing Element must also address the County's Regional Housing Needs Assessment (RHNA) allocation. Anticipated adoption of the final allocation will be October 2020. This allocation is the number of new housing units that should be constructed to meet the needs of the forecasted population growth during the planning period. Southern California Association of Governments (SCAG), in consultation with HCD, will develop the Draft 2020 RHNA Allocation Plan for its 6-county region, including the County's allocation, in four income categories.

The Housing element must also include a complete analysis of the specific needs and resources available to address these needs; an inventory of land suitable for residential development to meet the County's housing needs; identification and analysis of potential and actual governmental constraints; identification of specific programs to implement the policies and goals; and other considerations to comply with applicable State law.

## **B. Safety Element**

Per the passage of SB 1241 (2012), local jurisdictions will be required to comply with the Safety Element requirements for State responsibility areas and very high fire hazard severity zones upon this revision of the Housing Element. The Safety Element must be reviewed and updated as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones, taking into account specified considerations, including, among others, the most recent version of the Office of Planning and Research's "Fire Hazard Planning" document.

## **II. SCOPE OF WORK**

The County retains the ownership rights over all work products identified in the Scope of Work, which are prepared by the Consultant. Consultant shall provide all services, materials, supplies, labor, equipment, studies and travel required, in connection with the work described herein:

### **1. Housing and Safety Element Amendments – Project Management**

#### **Task 1.1: Project Kick-Off Meeting**

Consultant will schedule a kick-off meeting with County staff to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information. Consultant will prepare a meeting summary with project goals, objectives and action items.

Deliverable(s): Meeting Summary

#### **Task 1.2: Project Schedule**

Consultant will work with County staff to finalize a project schedule within five (5) working days after the kick-off meeting that includes tasks and milestones for certification of the Housing Element by State HCD no later than October 2021. The schedule shall include timelines for response to State HCD review and State HCD certification of the Housing Element Update and County staff review times. The project schedule will be confirmed and/or modified by the consultant and submitted to the County Project Manager on or before the 30th day of each month during the course of the project. In the event project schedule delays are anticipated, consultant shall advise County Project Manager on strategies to correct and mitigate.

Deliverable(s): Initial Project Schedule, Monthly Updated Schedules

#### **Task 1.3: Project Coordination**

Consultant's Project Manager will meet with County staff for a minimum of ten (10) progress meetings over the course of the project to review status to ensure objectives and milestones are being achieved. At the County's discretion, these meetings may be conducted as a conference call or in person at the County offices. Consultant will prepare a meeting summary, including action items, for each meeting.

Consultant will also attend Housing Element Resource Working Group meetings and staff meetings and make presentations as necessary. The Working Group will include internal and external stakeholders invited to participate by the County.

Deliverable(s): Meeting Summaries

## **2. Housing Element Amendment – Research and Data Collection**

### Task 2.1

Review and evaluate the current Housing Element to determine the revisions that must be made to comply with current State HCD requirements and ensure certification of the completed Housing Element amendment. Identify all obsolete information, tables, exhibits and illustrations.

### Task 2.2

Complete a housing assessment and needs analysis pursuant to State housing law. The Consultant will obtain and analyze demographic, economic, infrastructure and housing data needed to complete this task.

### Task 2.3

Prepare an "adequate sites analysis" showing the relationship between the County's Regional Housing Need Assessment (RHNA) allocation, and the unincorporated area's dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations. Consultant will also conduct an inventory of assisted housing units.

### Task 2.4

Identify programmatic, physical, and financial housing resources available in the unincorporated area. In addition, Consultant will identify governmental and nongovernmental constraints to housing production. Where constraints exist, the Consultant will propose strategies to address them.

### Task 2.5

Provide an analysis of how recent State legislation will affect the County's operations and regulatory authority, and propose strategies to ensure the County's compliance including a discussion on the implementation of the SB 35 streamlining process.

### Task 2.6

Revise the Housing Element to ensure consistency with other General Plan elements, compliance with State law, and certification by October 2021.

### **3. Safety Element Amendment – Research and Data Collection**

#### Task 3.1

Review and evaluate the current Safety Element to determine its compliance with recently-passed State legislation.

#### Task 3.2

Provide list of any corrections that must be made to text and/or exhibits in the Safety Element to bring it into compliance.

#### Task 3.3

Work with staff to revise the Safety Element to ensure consistency with other General Plan elements and compliance with State law.

### **4. Community Engagement and Public Hearings**

#### Task 4.1

Consultant will propose an appropriate community outreach program that meets State HCD standards. The community outreach program shall include a Housing Element working group that may meet once per month for the entire project schedule.

#### Task 4.2

Consultant will prepare or assist in the preparation of draft staff reports, exhibits, and presentations to Planning Commission and Board of Supervisors. Consultant will also attend a minimum of (3) public hearings held by the Planning Commission and/or Board of Supervisors.

Deliverable(s): Draft “Community Outreach Program,” draft staff reports, exhibits using Microsoft Word (Windows 10) and presentations using PowerPoint (Windows 10)

### **5. Environmental Analysis**

#### Task 5.1 Environmental Determination

Consultant will conduct an initial environmental review of the project and complete an initial study checklist on the Housing and Safety Element Amendments in compliance with California Environmental Quality Act (CEQA) Guidelines.

#### Task 5.2 First Draft of Environmental Analysis

Consultant will prepare first draft of environmental document in compliance with CEQA Guidelines and submit for a 30-day internal staff review period.

Deliverable(s): One (1) reproducible hard copy and one (1) electronic copy in Microsoft Word (Windows 10)

### Task 5.3 Final Draft of Environmental Analysis

Consultant will work with County staff to review and consider comments/suggestions received on previous version. Consultant will review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment.

Deliverable(s): One (1) reproducible copy and one (1) electronic copy in Microsoft Word (Windows 10)

## **6. General Plan Amendments**

### Task 6.1 Staff Review Draft of Housing and Safety Element Amendments

Consultant will work with County staff to prepare First Draft Housing and Safety Element Amendments and submit for a 30-day internal staff review period.

Deliverable(s): One (1) reproducible hard copy and one (1) electronic copy in Microsoft Word (Windows 10)

### Task 6.2 First Draft of Housing and Safety Element Amendments

Consultant will work with County staff to review comments/suggestions on previous versions. Consultant will incorporate revisions and prepare final draft of the Housing and Safety Element Amendments using Microsoft Word (Windows 10), in the established County format, for public review and comment.

Deliverable(s): One (1) reproducible hard copy and one (1) electronic copy in Microsoft Word (Windows 10)

### Task 6.3 Final Draft of Housing and Safety Element Amendments

Following public review and comment period, consultant will prepare Final Draft Housing and Safety Element Amendments in response to comments from State HCD, responsible agencies, County staff, the Planning Commission, Board of Supervisors, and the public. Upon determination of compliance by State HCD of the Final Draft Housing Element Amendment, the consultant will submit electronic copies of both Final Drafts in Microsoft Word (Windows 10).

Deliverable(s): One (1) reproducible hard copy and one (1) electronic copy in Microsoft Word (Windows 10)

### Task 6.4 Post-Adoption

Upon adoption of the Final Draft Housing and Safety Element Amendments by the Board of Supervisors, the Consultant will prepare a final adopted version with the date

of adoption prominently displayed on the front cover and throughout the documents to distinguish it from previous versions of the Housing Element and Safety Element.

The Consultant shall also assist the County in achieving State certification of the Housing Element after adoption by the Board of Supervisors and shall perform all tasks necessary to obtain State HCD certification.

### III. ESTIMATED FEES

COUNTY OF ORANGE HOUSING ELEMENT UPDATE - ESTIMATED FEES								
TASK	Principal / Project Mgmt \$265	Senior Planner \$160	Associate Planner \$132	Assistant Planner / Graphics \$122	Admin / Support \$120	Total Hours	Tech Studies	Total Cost
<b>TASK ONE: PROJECT KICKOFF AND SCHEDULE</b>								
1.1 Scope of Work and Project Schedule	3	4						\$1,435
<b>TASK TWO: PROJECT TEAM COORDINATION</b>								
2.1 Project management and Coordination	24	10			16			\$9,880
<b>TASK THREE: HOUSING ELEMENT ASSESSMENT</b>								
3.1 Document Review	4		12	8				\$3,620
3.2 Evaluate Current Housing Element	6	30	20					\$9,030
3.3 Housing Needs, Constraints, Resources	6	60	20	18				\$16,026
3.4 Develop Housing Plan	12	20	8					\$7,436
<b>TASK FOUR: COMMUNITY ENGAGEMENT</b>								
4.1 Community Outreach Plan	8	8	20	8				\$7,016
4.2 Community Workshop#1	6		12	6				\$3,906
4.3 Community Workshop#2	6		12	6				\$3,906
4.4 Housing Element Working Group (Up to 10)	40	6	60	12				\$20,944
4.5 Commission and BOS Meetings	18		20	12				\$8,874
<b>TASK FIVE: DRAFT HOUSING ELEMENT</b>								
5.1 Screencheck Draft	12	6	20	16	10			\$9,932
5.2 Public Review Draft	8	4			10			\$3,960
5.3 HCD Submittal Draft	6	4			10			\$3,430
5.4 Response to HCD Comments	8	12	12					\$5,624
<b>TASK 6: FINAL DRAFT HOUSING ELEMENT</b>	4	6	6		4			\$3,292
<b>TASK 7: SAFETY ELEMENT AMENDMENTS</b>	8	16	42	40	6			\$15,824
<b>TASK 8: PUBLIC HEARINGS</b>	18	18						\$7,650
<b>TASK 9: FINAL HOUSING ELEMENT CERTIF</b>	4	6	12		6			\$4,324
<b>TASK 10: ENVIRONMENTAL COMPLIANCE</b>	12	20	60	80	16			\$25,980
<b>TOTAL HOURS</b>	<b>213</b>	<b>230</b>	<b>336</b>	<b>206</b>	<b>78</b>	<b>0</b>		
<b>TOTAL PROFESSIONAL LABOR COSTS</b>	<b>\$56,445</b>	<b>\$36,800</b>	<b>\$44,352</b>	<b>\$25,132</b>	<b>\$9,360</b>		<b>\$0</b>	<b>\$ 172,089</b>

**ATTACHMENT B  
CONTRACTORS PRICING**

- I. COMPENSATION:** This is a usage Contract between the County and Contractor for Housing Element Consultant Services, as set forth in Attachment A, “Scope of Work”.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance requirements and taxes required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the hourly rates specified herein unless authorized by amendment in accordance with Articles 16 and 31 of the County Contract Terms and Conditions.**

- II. FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract; partial payment may be allowed at the County Project Manager’s discretion.

The hourly rates, as set forth herein shall be fixed for the first three years of the term of the Contract. The rates specified are to include all direct and indirect costs normally associated with Contractor’s Consultant Services and work by the Contractor to meet the requirements set forth in the Scope of Work.

**a. Housing Element Update-Estimated Fees**

COUNTY OF ORANGE HOUSING ELEMENT UPDATE - ESTIMATED FEES								
TASK	Principal / Project Mgmt \$265	Senior Planner \$160	Associate Planner \$132	Assistant Planner / Graphics \$122	Admin / Support \$120	Total Hours	Tech Studies	Total Cost
<b>TASK ONE: PROJECT KICKOFF AND SCHEDULE</b>								
1.1 Scope of Work and Project Schedule	3	4						\$1,435
<b>TASK TWO: PROJECT TEAM COORDINATION</b>								
2.1 Project management and Coordination	24	10			16			\$9,880
<b>TASK THREE: HOUSING ELEMENT ASSESSMENT</b>								
3.1 Document Review	4		12	8				\$3,620
3.2 Evaluate Current Housing Element	6	30	20					\$9,030
3.3 Housing Needs, Constraints, Resources	6	60	20	18				\$16,026
3.4 Develop Housing Plan	12	20	8					\$7,436
<b>TASK FOUR: COMMUNITY ENGAGEMENT</b>								
4.1 Community Outreach Plan	8	8	20	8				\$7,016
4.2 Community Workshop #1	6		12	6				\$3,906
4.3 Community Workshop #2	6		12	6				\$3,906
4.4 Housing Element Working Group (Up to 10)	40	6	60	12				\$20,944
4.5 Commission and BOS Meetings	18		20	12				\$8,874
<b>TASK FIVE: DRAFT HOUSING ELEMENT</b>								
5.1 Screencheck Draft	12	6	20	16	10			\$9,932
5.2 Public Review Draft	8	4			10			\$3,960
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<b>TASK 6: FINAL DRAFT HOUSING ELEMENT</b>	4	6	6		4			\$3,292
<b>TASK 7: SAFETY ELEMENT AMENDMENTS</b>	8	16	42	40	6			\$15,824
<b>TASK 8: PUBLIC HEARINGS</b>	18	18						\$7,650
<b>TASK 9: FINAL HOUSING ELEMENT CERTIF</b>	4	6	12		6			\$4,324
<b>TASK 10: ENVIRONMENTAL COMPLIANCE</b>	12	20	60	80	16			\$25,980
<b>TOTAL HOURS</b>	<b>213</b>	<b>230</b>	<b>336</b>	<b>206</b>	<b>78</b>	<b>0</b>		
<b>TOTAL PROFESSIONAL LABOR COSTS</b>	<b>\$56,445</b>	<b>\$36,800</b>	<b>\$44,352</b>	<b>\$25,132</b>	<b>\$9,360</b>		<b>\$0</b>	<b>\$ 172,089</b>

**b. Hourly Rates and Classifications/Titles**

<b>Classifications/Titles</b>	<b>Hourly Rates</b>
Principal/Project Manager	\$265
Senior Planner	\$160
Associate Planner	\$132
Assistant Planner/Graphics	\$122
Admin Support	\$120

**c. Annual Contract Expenditure Amount Shall not exceed** **\$100,000/Per Year**

**d. Total Contract Amount Shall not exceed** **\$172,089**

**III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

**IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

**V. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

**VI. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

**VII. INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from (a), above

- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number
- f. Service Date
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services  
Attn: Accounts Payable  
PO BOX 4048  
Santa Ana, CA 92702

**ATTACHMENT C  
STAFFING PLAN**

Name	Classification/Designation	Years of Experience
<b>David Barquist, AICP</b>	<b>Principal/Project Manager</b>	<b>25</b>
<b>Sheri VanderDussen, AICP</b>	<b>Principal/Project Manager</b>	<b>35</b>
<b>Nick Chen, AICP</b>	<b>Senior Planner</b>	<b>4</b>
<b>Rita Garcia</b>	<b>Principal/Project Manager</b>	<b>30</b>
<b>Brian Leung</b>	<b>Associate Planner</b>	<b>4</b>
<b>Josh Cortez</b>	<b>Assistant Planner</b>	<b>3</b>
<b>Matt Horton, AICP</b>	<b>Senior Planner</b>	<b>5</b>
<b>Kari Cano</b>	<b>Senior Planner</b>	<b>14</b>

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. *Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.*

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Building Manager written approval. *Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.* County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.