

CITY OF YUBA CITY
STAFF REPORT

Date: March 1, 2022
To: Honorable Mayor & Members of the City Council
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Authorize the City Manager to enter into an agreement with Sacramento Area Council of Governments (SACOG) to administer a Code Audit project with services performed by Cascadia Partners, LLC

Recommendation: Adopt a Resolution authorizing the City Manager to enter into an agreement and execute a Memorandum of Understanding between SACOG and City of Yuba City for the Regional Early Action Planning (REAP) Grant Program

Fiscal Impact: Staff time to coordinate with SACOG in project administration. The project would be reimbursed through the REAP Grant funds.

Purpose:

To authorize the City Manager to enter into an agreement and execute a Memorandum of Understanding (MOU) between Sacramento Area Council of Governments (SACOG) and the City of Yuba City for the Regional Early Action Planning (REAP) Grant Program to support housing development in the City.

Council's Strategic Goal:

This proposal aligns with the City Council's infrastructure and quality of life goals.

Background:

The Regional Early Action Planning (REAP) grant program is a series of one-time state funding to support efforts that accelerate housing production in regions across California. The Sacramento Area Council of Governments (SACOG) is responsible for distributing the funding throughout the SACOG Region.

SACOG has a preselected bench of consultants for REAP projects to help member jurisdictions plan for and accelerate housing in the six-county Sacramento region that they support.

Analysis:

The City of Yuba City is the recipient of \$100,000 of SACOG REAP funds that will be used for a Municipal Code audit project to further accelerate housing development in the City. In coordination with

SACOG, City staff met with three different prequalified consultants from SACOG's bench. After meeting with each consultant, City staff selected Cascadia Partners to provide professional services for the project with SACOG serving as the contract administrator.

Cascadia Partners will perform a Code Audit process of the Yuba City Zoning Code that includes a thorough evaluation of seven zone districts, with a focus on testing "middle housing" types in each zone. The analysis will identify development standard barriers for each zone and visually show how the standards impact construction feasibility and affordability. After identifying barriers, Cascadia Partners will test a variety of changes to the development standards, prepare a quantitative and graphical assessment of how the changes compare to the existing standards, and then give recommendations for changes to the zoning code to remove barriers to housing development. Additionally, Cascadia Partners will support City staff in efforts to implement the recommended zoning code changes.

Full Scope of Services as shown in Exhibit "B" of the Memorandum of Understanding (MOU).

Fiscal Impact:

Staff time to coordinate with SACOG in project administration. The project would be reimbursed through the REAP Grant funds.

Alternatives:

1. Deny adoption of the Resolution.
2. Provide staff with direction on modifications.

Recommendation:

Adopt a Resolution authorizing the City Manager to enter into an agreement and execute a Memorandum of Understanding between SACOG and the City of Yuba City for the Regional Early Action Planning (REAP) Grant Program.

Attachments:

1. City Council Resolution
2. Exhibit A: Memorandum of Understanding between SACOG and City of Yuba City

Prepared By:
Ashley Potočnik
Assistant Planner

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND EXECUTE A
MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SACRAMENTO AREA COUNCIL
OF GOVERNMENTS (SACOG) AND THE CITY OF YUBA CITY FOR THE REGIONAL
EARLY ACTION PLANNING (REAP) GRANT PROGRAM.**

WHEREAS, the California Department of Housing and Community Development (“HCD”) awards funding to regional agencies through the Regional Early Action Planning (“REAP”) program; and

WHEREAS, the Sacramento Area Council of Governments (“SACOG”), as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region; and

WHEREAS, the City of Yuba City is a member of SACOG and is the recipient of One Hundred Thousand Dollars (\$100,000) of SACOG REAP funds that will be used to pay for the “Code Audit Project” as more particularly described in Exhibit A attached hereto; and

WHEREAS, the City of Yuba City has selected Cascadia Partners from SACOG’s bench of preselected consultants to provide the professional services for the project with SACOG serving as the project administrator.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City authorizes the City Manager to enter into an agreement with SACOG to administer the Code Audit project with services performed by Cascadia Partners, LLC.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on March 1, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit A: Memorandum of Understanding between SACOG and the City of Yuba City

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
And the
CITY OF YUBA CITY**

FOR THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM

This Memorandum of Understanding (“MOU” or “Agreement”) is made effective _____, 2022 (the “Effective Date”), by and between the Sacramento Area Council of Governments (“SACOG”) and the City of Yuba City (“Local Agency”).

RECITALS:

WHEREAS, SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region; and

WHEREAS, SACOG is the recipient of funds from the California Department of Housing and Community Development (“HCD”) for purposes of administration of the Regional Early Action Planning Grant Program (“REAP”); and

WHEREAS, Local Agency is a member of SACOG and is the recipient of **One Hundred Thousand Dollars (\$100,000.00)** of SACOG REAP funds (the “Funds”) that will be used to pay for the “Code Audit Project” as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Project”); and

WHEREAS, Local Agency has selected Cascadia Partners (“Contractor(s)”) to provide professional services for the Project; and

WHEREAS, on June 15, 2021 SACOG entered into a Master Professional Services Agreement with Contractor and will serve as the contract administrator for the Project (the “Master Agreement”); and

WHEREAS, Local Agency desires that SACOG administer the Project and Funds on its behalf.

NOW, THEREFORE, SACOG and Local Agency agree as follows:

1. Recitals: the recitals above are hereby incorporated in this Agreement.
2. Selection of Contractor: Local Agency has met with Contractor and determined Contractor’s background, skill and experience are consistent with the needs of the Project.
3. Task Orders with Contractor: Local Agency will enter into a Task Order, in substantially the form attached hereto as Exhibit “B”, with Contractor as provided for in the Master Agreement. The Task Order will identify the following: 1) the scope of services containing

a detailed description of the services to be performed; 2) the fee containing the rates of compensation, fees, expenses and a not-to-exceed amount; and 3) the schedule of performance enumerating a timeline for completion of tasks including a deadline for deliverables. The Task Order with Contractor shall be delivered to SACOG for review and approval by SACOG's Project Manager identified in Section 20 herein. The Task Order shall be subject to the Master Agreement Fee Schedule.

4. Monitoring of Contractor: SACOG will monitor Contractor's performance of each Task Order.
5. Use of Funds: SACOG shall pay Contractor's invoices directly in accordance with the terms of the Master Agreement. Local Agency shall provide written approval of all Contractor invoices prior to payment by SACOG
6. Compliance with Laws: Local Agency will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Local Agency hereunder. Further, Local Agency will require the appropriate debarment certification form from all Local Agency contractors and Local Agency certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.
7. Funding Amount: The amount awarded Local Agency under this Agreement will not exceed **One Hundred Thousand Dollars (\$100,000.00)** unless agreed to in advance by the parties pursuant to a written amendment signed by SACOG's Executive Director or Deputy Executive Director. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.
8. Term: The term of this Agreement shall be from the Effective Date until **July 31, 2023**, unless agreed to in advance by written amendment signed by SACOG's Executive Director or Deputy Executive Director.
9. Independent Contractor: The Local Agency, and the agents and employees of the Local Agency, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Local Agency, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Local Agency has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Local Agency in the performance of work funded by this Agreement. Local Agency will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

10. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Local Agency agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government, with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Local Agency further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this Agreement, all records must be retained by Local Agency, its contractors and subcontractors until completion of the action and resolution of all issues which arise from it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. SACOG and HCD shall have the right to audit Local Agency records and interview employees.
- c. If so directed by SACOG upon expiration of this Agreement, the Local Agency will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.
- d. In addition to any other remedies available to SACOG in law or equity for breach of this Agreement, SACOG, may at its discretion, exercise a variety of remedies, including, but not limited to, requiring repayment of the Funds disbursed and expended under this Agreement.

11. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 20 below.
- b. If either party issues a notice of termination, SACOG will reimburse Local Agency for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 10 and less any compensation to SACOG for damages suffered as a result of Local Agency's failure to comply with the terms of this Agreement.
- c. Local Agency will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of HCD to appropriate funds. In such event, Local Agency will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 23. SACOG will make payment to Local Agency through the date of termination, subject to the provisions of Section 10 above.

12. Indemnity: Local Agency specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement. Local Agency shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

13. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Local Agency. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Local Agency either in whole or in part.

14. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

15. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit "A"), unless modified pursuant to Section 19.

16. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

17. Amendments to Task Orders with Contractor: If the Contractor seeks additional fees for work that are beyond the scope of work of the Task Order and the not to exceed amount of the Master Agreement between the Contractor and SACOG, or additional fees are required to complete the Task Order, SACOG and Local Agency must agree in writing on the amended scope of work and fee amount prior to Local Agency entering into the amendment of the Task Order and the start of the additional work. The written amendment between SACOG and Local Agency must identify the amended Task Order, any additional fees for the Contractor and the party responsible for payment of such fees and costs. SACOG shall not be obligated to pay any amount in excess of the Funds.
18. Contractors and Subcontractors: Local Agency will be fully responsible for all work performed by its contractors and subcontractors.
- a. SACOG reserves the right to review and approve, which approval shall not be unreasonably withheld, any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Local Agency or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

19. Work Product and Data:

a. Definitions

- i. “Work” – The work to be directly or indirectly produced by Local Agency, its employees, or by and of the Local Agency’s contractor’s, subcontractor’s and/or employees under this Agreement.
- ii. “Work Product” – All deliverables created or produced from Work under this Agreement included, but not limited to all, Work and deliverables conceived or made, either solely or jointly with others during the term of this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Local Agency and/or Local Agency’s contractor or subcontractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- iii. “Inventions” – Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Local Agency or jointly with Local Agency’s contractor and/or subcontractor or Local Agency’s contractor’s and/or subcontractor’s employees of SACOG or HCD during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. Ownership of Work Product and Rights

- i. All Work Products derived by the Work performed by Local Agency, its employees or by and of the Local Agency’s contractor’s and/or subcontractor’s employees under this Agreement, shall be jointly owned by HCD, SACOG and Local Agency (“Joint Owners”), and shall be considered to be works made for hire by Local Agency and Local Agency’s contractor and/or subcontractor for HCD for the benefit of the Joint Owners. The Joint Owners shall jointly own all copyrights in the Work Product.
- ii. Local Agency, its employees and all of Local Agency’s contractor’s, and/or subcontractors employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Joint Owners, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Local Agency’s contractor and/or subcontractor from HCD. From time to time upon Joint Owner’s request, Local Agency’s contractor and/or subcontractor and/or their employees shall confirm such assignments by execution and delivery of such

assignment, confirmations or assignment or other written instruments as HCD may requests. Local Agency hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- iii. Local Agency, its employees and all Local Agency's contractors and/or subcontractors hereby agree to assign to HCD joint ownership of all Inventions. Local Agency, its employees and Local Agency's contractor and/or subcontractor shall promptly make a complete written disclosure to HCD of each Invention not otherwise clearly disclosed to HCD in the pertinent Work Product, specifically noting features or concepts that the Local Agency , its employees and/or Local Agency's contractor and/or subcontractor believes to be new or different.
- iv. Upon completion of all work under this Agreement all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Joint Owners and no further agreement will be necessary to transfer ownership to the Joint Owners.

20. Project Managers: SACOG's Project Manager for this Agreement is Greg Chew, unless SACOG otherwise informs Local Agency. With the exception of notice of termination sent by certified mail pursuant to Section 14 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Greg Chew
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Telephone: 916-340-6227
Email: gchew@sacog.org

Local Agency's Project Manager for this Agreement is Ashley Potocnik. No substitution of Local Agency's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 14 above, any notice, report, or other communication to Local Agency required by this Agreement will be mailed by first-class mail to:

Ashley Potocnik
City of Yuba City
1201 Civic Center Blvd, Yuba City, CA 95993
530-822-5195
apotocnik@yubacity.net

21. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
22. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Local Agency of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.
23. Litigation: Local Agency will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.
24. Non-Liability of SACOG: SACOG shall not be liable to Local Agency or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Local Agency or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
25. Amendments Required by HCD or State Agencies: If HCD, or any other State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
26. Counterparts and Electronic Signatures: This MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this MOU and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
27. Authority: The persons signing on behalf of the parties to this MOU each warrant they have the legal authority to execute this MOU.
28. Entire Agreement: This MOU embodies the entire agreement of the parties in relation to the matters contained herein, and no other understanding, whether verbal, written, or otherwise, exists among the parties.
29. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Local Agency assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Local Agency also agrees that it will award no construction contract unless its plans and specifications for such facilities

conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

30. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. SACOG prohibits discrimination by its employees, Local Agencies, contractors and consultants.

Local Agency hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Local Agency will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Local Agency to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Local Agency and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Local Agency and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Local Agency and its contractors and subcontractors

shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

- c. Local Agency and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Local Agency and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Local Agency and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Local Agency and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Local Agency and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Local Agency, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Local Agency shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- f. Local Agency and its contractors will include the provisions of this Section 33 in all contracts to perform work funded under this Agreement. Local Agency shall take such action with respect to any such contract as SACOG or HCD may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of the Local Agency's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or HCD may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to the Local Agency under this Agreement until the Local Agency complies, and/or
- ii. Cancellation, termination or suspension of the Agreement, in whole or in part.

31. Drug-Free Certification: By signing this Agreement, Local Agency hereby certifies under penalty of perjury under the laws of the State of California that Local Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Local Agency who works under this Agreement will:
 - (1) Receive a copy of Local Agency's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Local Agency's Statement as a condition of employment on this Agreement.

32. Union Organizing: By signing this Agreement, Local Agency hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Local Agency will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Local Agency will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

33. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Local Agency certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Agency, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Local Agency will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. Local Agency also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.
34. Prevailing Wage and Labor Requirements.
- a. Should Local Agency award any construction contracts utilizing Federal funds under this Agreement, Local Agency agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).

- b. Should Local Agency award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Local Agency agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

[Signatures on Next Page]

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN:

**SACRAMENTO AREA COUNCIL
OF GOVERNMENTS**

By: _____
James Corless, Executive Director

APPROVED AS TO FORM:

Sloan Sakai Yeung & Wong LLP
Legal Counsel to SACOG

CITY OF YUBA CITY

By: _____
Diana Langley, City Manager

EXHIBIT "A"

Development Services



March 25, 2021

Jennifer Hargrove, Senior Planner
SACOG
1415 L Street, Suite 300
Sacramento, CA 95814

Re: Regional Early Access Planning (REAP) Grant Use

Dear Ms. Hargrove:

Thank you for your time and effort as we work together to find the best options to utilize available REAP funding that has been allocated to the City of Yuba City.

Please regard this letter as notice that the City of Yuba City plans to utilize both the original REAP allocation of \$22,000 combined with the second allocation of \$65,000 for a total amount of approximately \$87,000 in non-competitive REAP funding. The intended scope of funding use is for various Housing Element implementation activities including CEQA, and zoning code updates. We will use SACOG's Scope of Work template to provide more project details in the coming months as we determine implementation priorities.

I look forward to working with you and SACOG as we implement future plans.

Should you have any questions or concerns, please do not hesitate to contact me at (530) 822-3231 or via email at bmood@yubacity.net.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Moody". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Benjamin K. Moody
Development Services Director

EXHIBIT “B”

**TASK ORDER
NO. 1 TO THE
AGREEMENT
BEWEEN CITY OF YUBA CITY AND CASCADIA PARTNERS**

This Task Order No. 1 is entered into on this ____ day of _____, 2022 (“Effective Date”) by and between the CITY OF YUBA CITY (“Agency”) and Cascadia Partners, an Oregon Limited Liability Corporation (“Contractor”)

WHEREAS, the Sacramento Area Council of Governments (“SACOG”) and Contractor entered into a Master Professional Services Agreement on June 15, 2021 (the “Agreement”); and

WHEREAS, Agency is a member of SACOG and desires that Contractor, pursuant to the Agreement, perform certain professional services; and

WHEREAS, the Contractor now agrees to perform the following scope of services for this Task Order No. pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, the parties agree to the following:

1. Scope of Services

<i>Task #</i>	<i>Detailed Description of Tasks / Milestones</i>	<i>Task Timeline (in months and year)</i>	<i>Deliverable(s) including delivery date</i>	<i>Total Budget</i>	<i>REAP Funding</i>	<i>Other Funds (include source)</i>
1	<p>Regular reporting to SACOG</p> <p>CP will provide the City with monthly written progress reports and hourly invoices (via email) to explain project progress, including any defined deliverables as PDF attachments.</p>	Months 1-8	<ol style="list-style-type: none"> Progress report and invoicing (quarterly) Copy of Annual Progress Report submitted to HCD (annually in April) Summary of potential housing units impacted by project (final deliverable upon project completion) 	\$4,560	\$4560	
2	<p>Kick-Off Meeting</p> <p>CP will organize a kick-off meeting to finalize the scope, budget, and schedule for the project. Importantly, the team will need to settle on the zone districts to be analyzed and collaborate on</p>	Month 1	<ol style="list-style-type: none"> Final Scope, Budget, Timeline Month 1 Refined list of zone districts to audit Month 	\$1,880		

	how to obtain the necessary data quickly.		1 3. Assignment of data gathering responsibilities Month 1			
3	<p>Data Gathering</p> <p>CP will meet with staff to understand the current policy priorities for different areas and zones to define the housing types to test in our zoning analysis. CP will gather all necessary inputs for the analysis of code, including the existing zoning code standards and current costs of construction and land, and achievable rents and sales prices for a range of product types.</p> <p>We will utilize a combination of commercial datasets, such as MLS and COSTAR, as well as conduct up to four (4) developer/builder/broker interviews to confirm current assumptions.</p>	Months 1-2	<p>1. Summary matrix of zone district standards Month 1</p> <p>2. Summary of market data used for pro forma analysis (local costs, rents, sales prices) Month 2</p>	\$8,640	\$8,640	
4	<p>Existing Zoning Code Barriers Assessment</p> <p>CP will conduct a pro forma-based analysis of the existing code for up to seven (7) zone districts, with a focus on testing "middle housing" types in each zone. The scope of the audit will include all of the City's residential and commercial zones (R-1, R-2, R-3, C-O, C-1, C-2, C-3).</p> <p>The analysis will identify key development standard barriers for each zone, and visually show how these standards impact construction feasibility and (potentially) affordability. The analysis will consider all relevant development standards, including minimum lot size, maximum density, minimum setbacks, maximum lot coverage, stormwater management requirements, and minimum landscaping or open space requirements.</p>	Month 3	Summary of analysis and key barriers identified in existing zoning standards (Presentation) Month 3	\$21,280	\$21,280	
5	<p>Policy Alternative Testing</p> <p>CP will test a variety of changes to the development standards that were identified as barriers, based on identified policy goals, consultant experience in similar markets, and national best practice.</p> <p>CP will prepare a quantitative and graphical assessment of how these changes compare to the existing code, in terms of financial performance, affordability, and building form.</p>	Months 4-5	<p>1. Summary of refined alternative testing (presentation) February 2021</p> <p>2. Worksession with client to discuss results of alternatives testing Month 6</p>	\$19,520	\$19,520	
6	<p>Draft Recommendations</p> <p>CP will prepare a set of recommended changes, summarizing the key barrier(s) identified and the impact of the proposed change. The recommended code changes may include changes to allowed uses or housing types in each zone, modifications to development or</p>	- Month 7	<p>1. Draft Zoning Code Change Recommendations (Presentation) Month 7</p> <p>2. Worksession with client to review recommendations and</p>	\$19,190	\$19,190	

	design standards, or changes to review procedures. CP will anticipate potential negative impacts or community concerns related to removing the barriers and recommend regulatory strategies to mitigate for those impacts, including new design or development standards. CP will conduct a worksession with the Client to discuss the draft recommendations and solicit input and refinement.		receive feedback Month 7			
7	Final Recommendations CP will prepare a Final Report (a laid out PDF) that summarizes this project and makes clear, actionable recommendations to the City. The report will summarize the analysis, barriers, testing, recommendations, and their impacts. The report will be highly visual and accessible for a wide audience, including the public and elected leaders.	Months 7-8	Final Zoning Code Change Recommendations (Report) Month 8	\$10,980	\$10,980	
8	Implementation Support CP will support the City in efforts to implement the recommended code changes. This work could include preparing materials to support implementation, such as presentation slide decks, fact sheets or other communication materials. It may also include preparing an action plan that details implementation steps, timelines, and identifies potential funding sources for implementation. Lastly, this work could include CP participating in meetings with stakeholders, committees, the Planning Commission, City Council or recording a webinar that can be presented to various groups. GRAND TOTAL	Month 10	Implementation Materials - Month 10	\$13,920	\$13,920	
				\$100,00	\$100,000	

2. Fee

All work shall be performed by Contractor at the rates established in Exhibit A-1 to the Agreement, the Master Agreement Fee Schedule. The total amount to be paid to the Contractor shall not exceed **\$100,000 (ONE HUNDRED THOUSAND DOLLARS)** unless expressly authorized in writing by Agency and SACOG's Executive Director or Deputy Executive Director.

3. This Task Order No.1 is subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Agency and Contractor have entered into this TaskOrder No.1_as of the Effective Date.

CITY OF YUBA CITY

Ashley Potocnik
Assistant Planner

CASCADIA PARTNERS, LLC.

ALEX JOYCE
Managing Partner

APPROVED BY:

GREGORY CHEW
Senior Planner

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
MASTER PROFESSIONAL SERVICE AGREEMENT
SACRAMENTO HOUSING INITIATIVE**

THIS AGREEMENT, is made and entered into this 15th day of June, 2021, at Sacramento, California, by and between the Sacramento Area Council of Governments, a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and Cascadia Partners, LLC, an Oregon Limited Liability Corporation (hereinafter "Contractor").

RECITALS:

WHEREAS, SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region (individually hereinafter referred to as "Member Agency"); and

WHEREAS, Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and

WHEREAS, Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and

WHEREAS, SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall complete work in accordance with the Scope of Work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

a. This Agreement shall go into effect on (June 15, 2021), contingent upon approval by SACOG, and Contractor entering into a Task Order with Member Agency as provided for herein. Contractor shall commence work after notification to proceed by Member Agency. This Agreement shall end on December 31, 2024, unless extended by written amendment pursuant to Section 12 below.

b. Contractor is advised that any recommendation for contract award is not binding on SACOG until the contract is fully executed and approved by SACOG.

2. Scope of Work: Contractor represents and warrants that Contractor has the experience and expertise to perform and provide professional services that supports housing through planning work that could include a wide range of activities including, but not limited to, updating or creating planning documents or ordinances, conducting community engagement, equity analysis, infrastructure analysis, educational material, and/or on-call peer review. After a project to be performed under this Agreement is identified by a Member Agency, the Contractor and Member Agency shall enter into task order in substantially the form attached hereto as **Exhibit A** to this Agreement ("Task Order"). The Task Order shall be approved by SACOG. In the event of any inconsistency between **Exhibit A** and other terms and conditions of this Agreement, **Exhibit A** shall control. Any proposed amendment to a Task Order must be submitted by Contractor in writing for prior review and approval by Member Agency.

The Task Order will identify the following: 1) the scope of services containing a detailed description of the services to be performed; 2) the fee containing the rates of compensation, fees, expenses and a not-to-exceed amount; and 3) the schedule of performance enumerating a timeline for completion of tasks including a deadline for deliverables. The Task Order will be delivered to the SACOG for review and approval. The Cost Proposal will include a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, and total dollar amount. The cost proposal shall utilize the hourly rates in **Exhibit A-1** attached hereto – (the “Master Agreement Fee Schedule”). After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both the Member Agency and the Contractor.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor’s field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor’s failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: The Member Agency shall pay for all services provided by Contractor pursuant to a fully executed Task Order. Contractor shall be paid in accordance with the Master Agreement Fee Schedule. In no instance shall SACOG be liable for any payments to Contractor.

6. Invoicing, Costs and Payment: Contractor shall submit monthly billings in arrears to the Member Agency no later than the 15th of each month and in accordance with the Task Order. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by the Member Agency of any circumstances or data identified by the Member Agency in Contractor’s written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after the Member Agency’s approval of each billing.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and

income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. SACOG shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If SACOG issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to SACOG copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) SACOG shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to SACOG for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then SACOG shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to SACOG.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:

(1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG and Member Agency, and their directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by SACOG or Member Agency in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY

MINIMUM LIMITS OF LIABILITY

- | | |
|--|---|
| (1) Workers' Compensation; Employer's Liability. | Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability. |
| (2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 8 (hired autos) and code 9 (non-owned autos). | Bodily Injury/Property Damage \$1,000,000 each accident. |
| (3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001). | \$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG). | Limit of no less than \$2,000,000 per occurrence or claim. |

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SACOG requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the SACOG.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects SACOG, its directors, officers,

employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.

- (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
- (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to SACOG.
- (5) Contractor hereby grants to SACOG a waiver of any right to subrogation which any insurer of said Contractor may acquire against SACOG by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SACOG has received a waiver of subrogation endorsement from the insurer.

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SACOG.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from

taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.

16. Audit, Retention and Inspection of Records:

a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.

b. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Manager:

SACOG's Project Manager for this Agreement is Conor Peterson, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

Conor Peterson, Shared Services Analyst
Sacramento Area Council of Governments
1415 "L" Street, Suite 300
Sacramento, CA 95814
Telephone: (91) 319-5188
Email: cpeterson@sacog.org

Contractor's Project Manager for this Agreement is Alex Joyce. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Alex Joyce, Managing Partner
Cascadia Partners, LLC.
519 SW Park Ave., Suite 215
Portland, OR 97205
Telephone: (503) 927-2872
Email: alex@cascadia-partners.com

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor assures SACOG that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. 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.

- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
- c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.
- b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations

§ 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

- c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."
- d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

35. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Contractor certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. Payee Data Record Form: Contractor shall complete the Payee Data Record form attached to this Agreement as Exhibit "C", in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).

37. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

James Corless

JAMES CORLESS
Executive Director

APPROVED AS TO FORM:

Osman L. Mufti

Osman L. Mufti (Jun 9, 2021 10:03 PDT)

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:

Conor Peterson

CONOR PETERSON
Shared Services Analyst

CASCADIA PARTNERS, LLC.:

Alex Joyce

Alex Joyce (Jun 8, 2021 15:37 PDT)

ALEX JOYCE
Managing Partner

EXHIBIT "A"

**TASK ORDER
NO. ___ TO THE
AGREEMENT
BEWEEN [MEMBER AGENCY] AND [CONTRACTOR]**

This Task Order No. ___ is entered into on this ____ day of _____, 20___ ("Effective Date") by and between the [INSERT MEMBER AGENCY] ("Agency") and [VENDOR]. [TYPE OF COMPANY] ("Contractor")

WHEREAS, the Sacramento Area Council of Governments ("SACOG") and Contractor entered into a Master Professional Services Agreement on _____, 20___ (the "Agreement"); and

WHEREAS, Agency is a member of SACOG and desires that Contractor, pursuant to the Agreement, perform certain professional services; and

WHEREAS, the Contractor now agrees to perform the following scope of services for this Task Order No. pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, the parties agree to the following:

1. Scope of Services

<i>Task #</i>	<i>Detailed Description of Tasks / Milestones</i>	<i>Task Timeline (in months and year)</i>	<i>Deliverable(s) including delivery date</i>	<i>Total Budget</i>	<i>REAP Funding</i>	<i>Other Funds (include source)</i>
1	Regular reporting to SACOG (this is a required task for all projects)		1. Progress report and invoicing (quarterly) 2. Copy of Annual Progress Report submitted to HCD (annually in April) 3. Summary of potential housing units impacted by project (final deliverable upon project completion)			

2. Fee

All work shall be performed by Contractor at the rates established in Exhibit A-1 to the Agreement, the Master Agreement Fee Schedule. The total amount to be paid to the Contractor shall not exceed [TOTAL BUDGET AMOUNT FOR TASK ORDER] unless expressly authorized in writing by Agency and SACOG's Executive Director or Deputy Executive Director.

3. [MEMBER AGENCY TO INSERT ANY SPECIFIC INSURANCE REQUIREMENTS.]

4. This Task Order No. ___ is subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Agency and Contractor have entered into this Task Order No. ___ as of the Effective Date.

[MEMBER AGENCY]

NAME
Title

CASCADIA PARTNERS, LLC.

ALEX JOYCE
Managing Partner

APPROVED BY:

DOV KADIN
Associate Planner

COST PROPOSAL

The sample budgets below are representative of what we would typically propose for projects within the specified number of hours. Example Budget 1 corresponds with Task II.B (Provide peer review/consultation to member jurisdictions), while Example Budget 2 reflects a typical budget structure for Task II.C (Develop housing-related guides and/or templates). Task II.D (Conduct third party research and/or reference materials) corresponds with Example Budget 3 and Task II.E (Implement planning projects) with Example Budget 4.

Example Budget 1: Peer Review of Draft Zoning Code				Total
Role	Project Manager	Zoning & Policy	Research & Best Practice	
Rate	\$200	\$135	\$110	
Research	20	20	30	\$10,000
Plan Review	20	20	30	\$10,000
Reporting	6	8	12	\$3,600
Memos	6	8	12	\$3,600
Hours	26	28	42	96
Cost	\$5,200	\$3,780	\$4,620	\$13,600

Example Budget 2: Create Draft Density Bonus Ordinance					Total
Role	Project Manager	Zoning & Policy	Market Analyst	Graphic Communication	
Rate	\$200	\$135	\$115	\$135	
Research	8	8	28	0	\$5,900
Data Gathering: Market			12		\$1,380
Focus Groups: Builders, Developers	8	8	16		\$4,520
Engagement	8	8	8	0	\$3,600
Agency: Process & Implementation	8	8	8		\$3,600
Analysis	12	18	36	0	\$8,970
Diagnosis: Where and What will be Effective	6	6	12		\$3,390
Testing: Pro forma & Site Design Analysis	6	12	24		\$5,580
Reporting	14	16	12	14	\$8,230
Present: Findings & Recommendations	6	8	12	8	\$4,740
Memo: Policy Proposal, Mechanics, Rationale	8	8		6	\$3,490
Implementation	8	0	0	0	\$1,600
Adoption	8				\$1,600
Hours	50	50	84	14	198
Other Direct Costs (Travel: Two 2-person Trips)	\$2,000	\$2,000	\$0	\$0	\$4,000
Cost	\$12,000	\$8,750	\$9,660	\$1,890	\$32,300

COST PROPOSAL

Example Budget 3: Research Vetted Parking Reduction Strategies				Total
Role	Project Manager	Zoning & Policy	Research & Best Practice	
Rate	\$200	\$135	\$110	
Research	10	10	24	\$5,990
Best Practice Research	4	4	12	\$2,660
Interviews: Planners & Builders	6	6	12	\$3,330
Reporting	10	20	12	\$6,020
Presentation of Findings	4	8	6	\$2,540
Memo of Findings & Recommendations	6	12	6	\$3,480
Hours	20	30	36	86
Cost	\$4,000	\$4,050	\$3,960	\$12,010

Example Budget 4: Feasibility Study for Missing Middle Housing								Total
Role	Project Manager	Zoning & Policy	Market Analyst	Spatial Analyst / GIS	Graphic Communication	Research & Best Practice	Equity, Inclusion, Engagement	
Rate	\$200	\$135	\$115	\$110	\$135	\$110	\$115	
Research	12	0	24	20	0	12	0	\$8,680
Past Plan & Policy Review	4					12		\$2,120
Data Gathering	2		12	20				\$3,980
Focus Groups	6		12					\$2,580
Engagement	24	24	0	0	16	0	32	\$13,880
Agency	6	8						\$2,280
Stakeholder	6	8						\$2,280
Public	12	8			16		32	\$9,320
Analysis	36	52	56	24	16	0	0	\$25,460
Diagnosis	6	12						\$2,820
Testing	12	24	24					\$8,400
Feasibility	8	16	16					\$5,600
Scenarios	6		16	24				\$5,680
Impacts	4				16			\$2,960
Reporting	36	36	0	0	24	0	0	\$15,300
Presentations	12	12			12			\$5,640
Reports	24	24			12			\$9,660
Implementation	16	24	0	16	0	0	0	\$8,200
Map Recommendations				16				\$1,760
Zone Recommendations	8	16						\$3,760
Adoption	8	8						\$2,680
Hours	124	136	80	60	56	12	32	500
Other Direct Costs (Travel: Three 2-person Trips)	\$3,000	\$3,000	\$0	\$0	\$0	\$0	\$0	\$6,000
Cost	\$27,800	\$21,360	\$9,200	\$6,600	\$7,560	\$1,320	\$3,680	\$77,520

County of Sacramento

County of Sacramento
Payee Data Record
(REV Apr 2017)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietorship, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose an any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-8500
For hearing impaired with TDD, call.....1-800-822-8288

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to ePayables@saccounty.net and include: company name, contact person, email address and phone number.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net

County of Sacramento

AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

The County of Sacramento is now offering ACH (Automated Clearing House) payments for all our suppliers, service providers, and business partners.

Please complete each section of the following form including a copy of a voided check or bank authorization letter. The remittance advice will include statement-type information such as invoice numbers, account number, date and dollar amount for invoices.

The benefits to your company include:

- Saving time and money by reducing labor, expenses and risks associated with checks.
- Enhancing cash flow by expediting the receipt of cash and eliminating mail and paper check float.
- Conserving the environment by eliminating the printing and mailing of paper checks and utilizing secure electronic payments.

You may contact our Payment Services Unit at ach@saccounty.net to return the forms electronically or if you have any questions pertaining to this payment option. A thorough verification process will be completed prior to approval of ACH payments and all updates or changes require management authorization. All ACH payments will comply with the security standards of the NACHA Operating Rules. The confidentiality of banking information is secured and stored on our secured network systems.

The County of Sacramento appreciates your products, services, and business relationship. We look forward to providing your company with this new and more efficient payment option.

By submitting this form, you are authorizing the County of Sacramento to debit your account and to accept ACH payments from the County of Sacramento. The County of Sacramento will assume zero overdraft liabilities for this activity.

Authorized Signature: _____ Title: _____

E-Mail Address: _____ Date: _____

700 H Street, Room 3650 • Sacramento, California 95814 • Phone (916) 874-7422 • Fax (916) 874-6454 • Email: ACH@saccounty.net

EXHIBIT C
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are:

Karm Bains	Bonnie Gore	David Sander
Krista Bernasconi	Lakhvir Ghag	Michael Saragosa
Gary Bradford	Martha Guerrero	Don Saylor
Chris Branscum	Shon Harris	Jay Schenirer
Pamela Bulahan	Rick Jennings II	Matt Spokely
Trinity Burruss	Paul Joiner	Tom Stallard
Jan Clark-Crets	Patrick Kennedy	Darren Suen
Rich Desmond	Mike Kozlowski	Wendy Thomas
Lucas Frerichs	Rich Lozano	Rick West
Sue Frost	Porsche Middleton	
Jill Gayaldo	Pierre Neu	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___YES ___NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

___YES ___NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) **"Party"** means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) **"Participant"** means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) **"Agency"** means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) **"Officer"** means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) **"License, permit, or other entitlement for use"** means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) **"Contribution"** includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has

willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811, (916) 322-5660.

EXHIBIT D - SACOG REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

Type of Expense	Required Supporting Documentation for Sub-Recipient Invoices	Required Supporting Documentation for Contractor/ Sub-Contractor Invoices
Labor Costs	<input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate	<input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate
Travel Costs	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:
Mileage	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred.	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred.
Meals, Incidentals, Transportation & Lodging	<input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates. <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.	<input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates. <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.
Indirect/Overhead Charge	<input type="checkbox"/> Approval of indirect rate from cognizant agency	<input type="checkbox"/> Approval of indirect/overhead rate from cognizant agency or <input type="checkbox"/> Form 10-K (Consultant certification of Contract Costs and Financial Management System.)
Meetings Related Expenses	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.
Other Expenses	<input type="checkbox"/> Detailed receipts	<input type="checkbox"/> Detailed receipts
In-Kind/Match	<input type="checkbox"/> Documentation supporting in-kind or other match. <input type="checkbox"/> If staff time is used for match, follow "labor costs" documentation requirements. <input type="checkbox"/> If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding. <input type="checkbox"/> If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)	N/A
Procurement Documentation	<input type="checkbox"/> Copy of procurement documentation showing compliance with procurement regulations for type of funding passed through.	N/A
Proof of Payment	<input type="checkbox"/> Copy of cancelled check showing proof of cleared payment	N/A

Signature: 

Email: jmason@sacog.org












SACOG Master Agreement, Cascadia Partners

Final Audit Report

2021-06-15

Created:	2021-06-08
By:	Jay Mason (jmason@sacog.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfM_i6xf0qR-Jn44ogjVFPAhQgUj7pwQV

"SACOG Master Agreement, Cascadia Partners" History


-  Document created by Jay Mason (jmason@sacog.org)
2021-06-08 - 10:32:34 PM GMT- IP address: 71.193.33.95
-  Document emailed to Alex Joyce (alex@cascadia-partners.com) for signature
2021-06-08 - 10:35:27 PM GMT
-  Email viewed by Alex Joyce (alex@cascadia-partners.com)
2021-06-08 - 10:37:35 PM GMT- IP address: 66.249.84.75
-  Document e-signed by Alex Joyce (alex@cascadia-partners.com)
Signature Date: 2021-06-08 - 10:37:48 PM GMT - Time Source: server- IP address: 216.170.174.26
-  Document emailed to Conor Peterson (cpeterson@sacog.org) for signature
2021-06-08 - 10:37:50 PM GMT
-  Email viewed by Conor Peterson (cpeterson@sacog.org)
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-  Document e-signed by Conor Peterson (cpeterson@sacog.org)
Signature Date: 2021-06-09 - 4:11:46 PM GMT - Time Source: server- IP address: 73.12.239.84
-  Document emailed to Osman I. Mufti (omufti@sloansakai.com) for signature
2021-06-09 - 4:11:49 PM GMT
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2021-06-09 - 4:55:58 PM GMT- IP address: 73.48.134.235
-  Document e-signed by Osman I. Mufti (omufti@sloansakai.com)
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-  Document emailed to James Corless (rgarcia@sacog.org) for signature
2021-06-09 - 5:04:00 PM GMT

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2021-06-09 - 11:42:17 PM GMT- IP address: 104.220.180.12

 Document e-signed by James Corless (rgarcia@sacog.org)

Signature Date: 2021-06-15 - 1:03:40 PM GMT - Time Source: server- IP address: 73.150.179.12

 Document emailed to Jay Mason (jmason@sacog.org) for signature

2021-06-15 - 1:03:43 PM GMT

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2021-06-15 - 3:35:43 PM GMT- IP address: 71.193.33.95

 Document e-signed by Jay Mason (jmason@sacog.org)

Signature Date: 2021-06-15 - 3:39:36 PM GMT - Time Source: server- IP address: 71.193.33.95

 Agreement completed.

2021-06-15 - 3:39:36 PM GMT

Signature:

Email: