

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

FOR THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM

This Memorandum of Understanding (“MOU” or “Agreement”) is made effective _____, 2021 (the “Effective Date”), by and between the Sacramento Area Council of Governments (“SACOG”) and the City of Placerville (“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 a **One Hundred Thousand Dollars (\$100,000)** of SACOG REAP funds (the “Funds”) that will be used to pay for the Civic Lab Regional Early Action Planning (REAP) as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Project”); and

WHEREAS, Local Agency has selected Economic & Planning Systems (EPS) (“Contractor(s)”) to provide professional services for the Project; and

WHEREAS, on _____, 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)** 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 hired 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 Pierre Rivas. 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:

Pierre Rivas
City of Placerville
3101 Center Street

Placerville, CA 95667
Telephone: 530-6425569
Email: privas@cityofplacerville.org

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.

35. 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.

36. 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.

37. 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 PLACERVILLE

By: _____
M. Cleve Morris, City Manager

EXHIBIT “A”

Project Description

Jurisdiction: City of Placerville_____

Project Title: _Broadway Corridor Housing Opportunities Study

Project Location: City of Placerville Broadway Boulevard from Mosquito Road East to the Carriage Trade Shopping Center

Project Housing Nexus:

Check all that apply.

____ Reduce Time

Impact on housing supply and/or affordability

____ Reduce Development Costs

Increase approval certainty and/or streamlines

entitlements

____ Infrastructure Capacity

____ Other: _____

Project Location Type:

Check all that apply.

____ Green Zone

____ Community wide

Civic Lab Corridor

____ Other: _____

Project Goal Statement:

Catalyze infill housing development within the City of Placerville’s Broadway Corridor through an analysis of housing market opportunities and constraints as well as a review of land use and regulatory barriers.

Project Description:

Identify suitable housing prototypes for the Broadway Corridor, with consideration to available opportunity sites and market demand. Evaluate financial feasibility of preferred development prototypes and establish strategies and recommendations to overcome any identified regulatory or economic hurdles to catalyze infill housing along the corridor.

Implementation:

Summarize plans for adoption or implementation or next steps. If the project is one component of a larger effort, such as a study that will support fee reductions, please specify how this project fits into the larger housing effort.

SCOPE OF WORK
Project Tasks, Deliverables, Timeline and Budget

Task #	Detailed Description of Tasks / Milestones	Task Timeline (in months and year)	Deliverable(s) including delivery date	Total Budget	REAP Funding	Other Funds (include source)
1	Regular reporting to SACOG		<ul style="list-style-type: none"> Progress report and invoicing (quarterly) 	\$460	\$460	
2	Collaboration with SACOG on Civic Lab-related activities that may include: <ul style="list-style-type: none"> Case Study on Civic-Lab specific work Flow Cart that demonstrates how current project work leads to accelerated housing production through participation in Civic Lab and other related programs, current planning/project work, and future funding identification Presentation of experience/lessons learned from planning/project work to Civic Lab teams or other entities that may benefit. 		<ul style="list-style-type: none"> Review, edit, provide input/feedback, and approve Flow Chart developed by SACOG (conclusion of project) Review, edit, provide input/feedback, and approve Case Study developed by SACOG (conclusion of project) Present findings and lessons learned to Civic Lab teams or other related groups (as needed) 			
3	Conduct Broadway Corridor Housing Opportunities Analysis Subtask 3.1: Attend Kick-Off Meeting and Site Visit EPS and Ascent will prepare for and attend a virtual kick-off meeting with City staff to initiate project work. The meeting will establish an understanding of roles and responsibilities, confirm the project objectives, review the schedule and key milestones, discuss information and	4-6 months	<ul style="list-style-type: none"> Baseline Market and Economic Conditions (Summary Memorandum) Land Use Regulatory Review (Summary Memorandum) Opportunity Site Diagram and Site Selection 	\$99,540	\$99,540	

<p>data needs, and confirm the communication protocol.</p> <p>On a separate day from the kick-off meeting, EPS and Ascent will participate in a site tour to visit the Broadway Corridor and surrounding context. <i>To be performed in part by subcontractor, Ascent Environmental, in accordance with the rates identified in EPS's Master Agreement with SACOG entered in on June 15, 2021."</i></p> <p>Subtask 3.2: Baseline Economic and Market Conditions and Sources of Housing Demand</p> <p>As an initial basis for evaluating market dynamics, EPS will prepare a concise socioeconomic overview to establish the demographic and economic context of the City and the surrounding market area. The socioeconomic analysis will commence with the definition of a market area for the City using jurisdictional or Census Tract data. The analysis will rely on secondary data sources such as the City General Plan, U.S. Census, California Department of Finance, or subscription-based databases and will include the following specific elements:</p> <ul style="list-style-type: none"> • Examine ACS data on population, households, and persons per household trends in conjunction with projections from Esri Business Analyst Online (Esri BAO) to estimate future housing demand and size/type for the Market Area. • Project future income ranges for the Market Area using ACS data for current income ranges in collaboration with projected net new households to inform recommendations on affordability and housing 		<ul style="list-style-type: none"> • Housing Prototypes and Opportunity Site Evaluation Memo (in a graphic summary format or PowerPoint) • Draft Broadway Corridor Housing Opportunities Report • Final Broadway Corridor Housing Opportunities Report • PowerPoint Presentation for Public Hearing 			
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<p>type.</p> <ul style="list-style-type: none">• Analyze age ranges of existing Market Area population using ACS data to help inform recommendation on housing type.• Conduct commute analysis including inflow/outflow and distance traveled data from U.S. Census OnTheMap for the Market Area.• Examine Market Area housing tenure by number of units trends using ACS data to inform recommendation on housing type.• Other economic indicators as appropriate. <p>This quantitative analysis will be supplemented by interviews with local and regional housing professionals, developers, and other stakeholders to identify overarching housing market trends that influence housing production along the corridor.</p> <p>EPS will also compile and review data on housing types present in the Market Area as well as along the corridor and in proximate neighborhoods. EPS will assemble and evaluate key real estate market performance indicators (lease rates, sales prices, vacancy rates, inventory, etc.) for the local market as well as adjacent markets of significance.</p> <p>With consideration to the baseline economic and housing market conditions established above, EPS will identify potential sources of demand for housing along the Broadway Corridor. This evaluation will be based on projected household growth in the City and surrounding</p>				
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<p>market area, commute patterns, age and income demographics, and other factors identified as part of the baseline analysis. These sources of demand will be compared to the order of magnitude capacity projections established for the corridor in the next subtask to identify whether sufficient demand exists to justify further housing investment along the Broadway Corridor.</p> <p><i>Subtask 3.3: Land Use Regulatory Review</i></p> <p>Ascent will review the General Plan, including the Housing Element, applicable zoning and development regulations and guidelines, and other applicable planning criteria, and prepare a summary memo and map(s) of existing land uses and regulations. As part of this effort, we will summarize any potential policy and regulatory constraints to development, either perceived or documented, as well as any key regulatory constraints that should be evaluated in subsequent tasks.</p> <p><i>To be performed in part by subcontractor, Ascent Environmental, in accordance with the rates identified in EPS's Master Agreement with SACOG entered in on June 15, 2021."</i></p> <p><i>Subtask 3.4: Opportunity Site Selection</i></p> <p>In coordination with the City, EPS and Ascent will select opportunity sites along the corridor that have the potential to support residential and residential mixed-use development. Ascent will prepare diagram(s) to illustrate potential sites along the corridor that may serve as potential catalytic opportunity sites, sites that represent prime opportunities for redevelopment, publicly owned parcels, and sites that have been the subject of recent development interest. As part of this task, we will identify potential opportunities and constraints from an urban design and planning perspective.</p> <p>Ascent will use the above mapping to discuss</p>					
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<p>opportunity sites with EPS and the City, as well as consider the sites in context with the potential order-of-magnitude capacity along the corridor. Based on this information, and EPS's Baseline Economic and Market Conditions Analysis, the team will select three representative opportunity sites for further evaluation at the parcel scale. We anticipate that selection of opportunity sites will be based on allowed land uses, site conditions/parcel size, ownership, and/or other conditions.</p> <p><i>To be performed in part by subcontractor, Ascent Environmental, in accordance with the rates identified in EPS's Master Agreement with SACOG entered in on June 15, 2021."</i></p> <p>Subtask 1.5: Housing Prototypes and Opportunity Site Evaluation</p> <p>Housing Prototypes. Ascent will develop a set of 3D building prototypes with varying densities and built form/character, suitable for consideration within the corridor and consistent with the findings of the EPS market analysis. These prototypes will be used to generate the development scenarios, by selecting and arranging a mix of these prototypes in a way that is sensitive to the surrounding context and existing neighborhoods. EPS and City staff will have the opportunity to weigh in on the range of building prototypes, before we proceed to the actual development scenarios.</p> <p>Opportunity Site Evaluation. Using the building prototypes, Ascent will prepare two to three long-term development scenarios for each of the three opportunity sites. Each scenario will include:</p> <ul style="list-style-type: none"> • General description and brief overview statement of the development scenario. 					
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<ul style="list-style-type: none"> • Development concept plan sketch. • Generalized 3D massing diagrams, to illustrate building envelope with associated development standards (such as setback, height, etc.). • Development program summary table, identifying site acreage, density/intensity, unit capacity, parking, open space. • Assumptions for development under existing zoning (base), as well as under revised zoning, including any incentives. <p>The intent of the development scenarios will be to evaluate conceptual development alternatives for each site, while ground-truthing density, intensity, and associated standards such as parking and open space, and any other development and design considerations. For each site, we will evaluate potential capacity under existing regulations, as well as potential capacity under potential revised regulations. This analysis will provide metrics to evaluate the range of feasibility and any key factors that may be hindering their development and will serve as the basis for EPS's development feasibility analysis. In conjunction with EPS's study, this analysis will evaluate the ability for opportunity sites to support market-rate residential and mixed-use and/or affordable housing, any needed strategic updates to development regulations to facilitate the development of housing, and/or the provision of incentives to facilitate the</p>					
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<p>redevelopment of key sites and aid in streamlining future housing development.</p> <p>The results of the Housing Prototypes and Opportunity Site Evaluation will be summarized in a graphic memo or PowerPoint, for use in conjunction with EPS's development feasibility analysis.</p> <p><i>To be performed in part by subcontractor, Ascent Environmental, in accordance with the rates identified in EPS's Master Agreement with SACOG entered in on June 15, 2021."</i></p> <p>Subtask 1.6: Development Feasibility</p> <p>The opportunity site evaluation will establish conceptual development prototypes suitable for the representative opportunity sites and reflective of market demand characteristics along the corridor. Under this subtask, EPS will evaluate the financial feasibility of opportunity site development.</p> <p>For up to 4 relevant product types (e.g., low, medium, high density, mixed use, senior, affordable/mixed-income), EPS will create static pro formas to understand the relative performance among specific types of development. This approach will begin with price points or capitalized net lease rates to establish asset value and back out key cost elements such as fees, horizontal costs, and vertical costs to understand overall feasibility issues. This information will be instrumental in calibrating the development outlook and understanding the likely character of development as fiscal and financing issues are evaluated. EPS will evaluate any anticipated financing gaps to understand public policy options that may be necessary to achieve feasibility. Market analysis will be prioritized, focused, and limited to key metrics having major importance to the feasible delivery of housing and mixed-use projects.</p>					
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	<p><i>Subtask 1.7: Strategies and Recommendations</i></p> <p>Based on the outcomes of earlier tasks, EPS and Ascent will provide a series of action-oriented strategies and recommendations to facilitate the production of housing. This may include refinements to development regulations and guidelines, implementation of public improvements, provision of incentives, or other programs, policies, or actions.</p> <p><i>To be performed in part by subcontractor, Ascent Environmental, in accordance with the rates identified in EPS's Master Agreement with SACOG entered in on June 15, 2021."</i></p> <p><i>Subtask 1.8: Prepare Draft and Final Report</i></p> <p>The work of EPS and Ascent on this project will culminate in preparation of a draft report summarizing the work completed under prior subtasks and including the following elements:</p> <ul style="list-style-type: none"> • An overview of existing conditions, including economic trends affecting the dynamics of the local economy—and future housing development potential—based on conversations with real estate developers, real estate professionals, and other stakeholders. • Housing opportunities for the study area, including vacant and underutilized sites identified as most likely to be developed in the near term. • An assessment of rental and homeownership housing supportable in the study area, as well as an estimate of the pricing structure for market-rate rental and homeownership housing. 					
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	<ul style="list-style-type: none"> • A series of recommendations and action items, which will include specific regulatory revisions and economic incentive activities that may be deployed to catalyze additional housing production. • Materials will be prepared that can help populate a marketing package for a subset of primary catalyst sites, including mapping, pro forma information, and consideration of key design elements. <p>EPS will prepare a Draft Report for City review and comment. Upon receipt of one set of consolidated, non-conflicting comments, EPS will prepare a Final Report for presentation and use by the City.</p> <p><i>To be performed in part by subcontractor, Ascent Environmental, in accordance with the rates identified in EPS's Master Agreement with SACOG entered in on June 15, 2021."</i></p> <p>Subtask 1.9 Meetings and Presentations</p> <p>EPS and Ascent will participate in up to 5 telephone or video conference calls with the City over the course of this project, in addition to the kick-off meeting and site visit identified above. EPS will also be available to attend one public hearing at which the findings of the study will be presented. If budget resources allow, EPS may attend up to one additional public hearing.</p> <p><i>To be performed in part by subcontractor, Ascent Environmental, in accordance with the rates identified in EPS's Master Agreement with SACOG entered in on June 15, 2021."</i></p>					
	Grand Total				\$100,000	\$100,000

EXHIBIT "B"

Form Task Order

**TASK ORDER NO.1 TO THE AGREEMENT
BEWEEN CITY OF PLACERVILLE AND ECONOMIC & PLANNING SYSTEMS (EPS)**

This Task Order No. 1 is entered into on this ____ day of _____, 20__ (“Effective Date”) by and between the CITY OF PLACERVILLE (“Agency”) and ECONOMIC & PLANNING SYSTEMS, a California Corporation (“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. 1 pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, the parties agree to the following:

1. Scope of Services

a. Task 1

[DESCRIPTION OF DELIVERABLE]
[DATE OF DELIVERABLE]
[ESTIMATED BUDGET]

b. Task 1.2

[DESCRIPTION OF DELIVERABLE]
[DATE OF DELIVERABLE]
[ESTIMATED BUDGET]

2. Fee

All work shall be performed by Contractor shall be 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) unless expressly authorized in writing by the Agency and SACOG’s Executive Director.

3. 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.

CITY OF PLACERVILLE

NAME _____

Title

ECONOMIC & PLANNING SYSTEMS (EPS)

NAME _____

Title

APPROVED BY:

Gregory Chew

SACOG PROJECT MANAGER

EXHIBIT C
DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

Dated this _____ day of _____, 20 ²¹_____

By _____
Authorized Signature for Contractor

Printed Name and Title

Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT D
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.

Signature:

Email: