



**MEMORANDUM**  
**OFFICE OF THE**  
**COUNTY EXECUTIVE**  
**COUNTY OF PLACER**

**TO:** Honorable Board of Supervisors  
**FROM:** Thomas M. Miller, County Executive Officer  
By: Allison Carlos, Principal Management Analyst  
**DATE:** February 6, 2007  
**SUBJECT:** Contract Amendment – Center for Collaborative Policy

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Action Requested

Authorize the County Executive Officer to sign a contract amendment in the amount of \$23,566 with the Center for Collaborative Policy to provide professional facilitation services for the Affordable Housing Stakeholder Group (Group) for a total contract amount of \$65,000.

Background

As directed by the Board of Supervisors in 2005, a group of interested stakeholders were convened to address issues associated with the provision of affordable housing within Placer County. As set forth by the Board, the stakeholders for this group included representative from the Building Industry Association (BIA), local real estate interests and affordable housing advocacy groups. The purpose of these stakeholder meetings when formed was to determine if there were any areas of agreement/consensus on how to provide affordable housing in Placer County.

The Center for Collaborative Policy has provided facilitation since the Group first met in June 2005. At the October 10, 2006, meeting, the Board of Supervisors heard an update of the work effort and concurred with the Group recommendation to continue meetings for a few additional months.

This contract amendment would provide the funding to complete this work effort. The scope of the work as delineated reflects focused effort to specific remaining core elements.

Fiscal impact

Funds are available in the FY 2006-07 CEO Administration budget to cover this contract amendment.

Attachments: Attachment 1 - Second Contract Amendment  
Attachment 2 - Original Contract  
Attachment 3 – First Contract Amendment

Administering Agency: Placer County Executive Office  
Contract No. 12087  
Contract Description: Facilitation for Affordable Housing Stakeholder Group

**SECOND AMENDMENT  
CONSULTANT SERVICES AGREEMENT**

WHEREAS, the County of Placer (County) and California State University, Sacramento, Center for Collaborative Policy (Contractor) have heretofore entered into a contract on October 2, 2005 whereby professional services would be provided to the County; and

WHEREAS, the parties desire to amend said Contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows: The County Executive Office desires the California State University, Sacramento, Center for Collaborative Policy to provide facilitation and related services with meetings between affordable housing advocates, building industry representatives, property ownership representatives, and County staff.

1. **TERM:** This amendment extends the contract with the total term to be October 2, 2005 to June 30, 2007.
2. **SERVICES.** Subject to the terms and conditions set forth in this Second Amendment, Consultant shall provide specific services described in Exhibit A and in general conformance with the original Agreement. Additionally, Consultant shall continue to provide said services at the time, place, and in the manner specified in Exhibit A and the original Agreement.
3. **COMPENSATION:** County agrees to pay Contractor consistent with the provisions and rates below with this amendment not to exceed TWENTY THREE THOUSAND FIVE HUNDRED SIXTY SIX DOLLARS (\$23,566.00) and the total contract amount not-to-exceed SIXTY FIVE THOUSAND DOLLARS (\$65,000.00). Hourly rates for invoices will be as follows:

David Ceppos, Managing Senior	\$165/hour
Administrative Staff	\$ 57/hour
Other Direct Costs	
Mileage	\$.405/mile
Photocopying	\$0.06/copy

4. **GENERAL PROVISIONS:** The general provisions, including all provisions for insurance, as set forth in the original Agreement remain in effect.

Except as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

COUNTY OF PLACER ("COUNTY")

By \_\_\_\_\_  
Thomas M. Miller  
County Executive Officer

Dated \_\_\_\_\_

CALIFORNIA STATE UNIVERSITY, SACRAMENTO  
CENTER FOR COLLABORATIVE POLICY ("CONTRACTOR")

By \_\_\_\_\_  
David Shannon, Director  
Procurement & Contract Services

Dated \_\_\_\_\_

County Counsel  
Approved as to form: 

Dated \_\_\_\_\_

Exhibit A – Scope of Services

**SCOPE OF SERVICES**

The Affordable Housing Stakeholder Group (Group) has agreed to, and the Placer County Board of Supervisors (Board) has supported the Group meeting for an additional four months to resolve these outstanding issues. The Contractor will work with the Group in addressing outstanding issues through three core topics.

Issue 1 - Identify whether the County Affordable Housing Program should be mandatory or voluntary; that is, should this be policy, ordinance, or some other means to implement the affordable housing goal.

Issue 2 – Identify, if possible, a numeric total goal of affordable housing units produced. If identified, determine whether such a goal should be tracked on a specific temporal scale. Identify how the County could enforce or alternatively monitor the progress of a Program to ensure specific goals are met.

Issue 3 – Identify what would be an appropriate county-wide income mix.

Note: Regarding the issue addressing “nexus”, while this is an important issue that has implications on affordable housing in Placer County, this issue is legal in nature and can (and potentially may) be resolved through legal means.

**I. Deliverables:**

1. These meeting methods include but are not limited to:
  - Full Group Conference Calls
  - Individual meetings between the facilitator and Caucus leaders
  - Individual meetings between the facilitator and full Caucuses
  - In person meetings of Caucus leaders
  - In person full Group meetings (including County staff)
  - In person full Group meetings (excluding County staff)
2. All meetings will be memorialized in writing and meeting notes from Contractor.
3. A final report will be provided after the final meeting summarizing the work effort.

**II. Tasks:** As feasible and appropriate, the following steps will be combined into single meetings.

**Task 1:**

- a. Contractor will conduct individual meetings with Caucus Leaders and/or Caucuses (including the County) in preparation for a kick off meeting and to address Issue 1, Contractor and each Caucus will confidentially identify any flexibilities in how different Caucus interests can be met and opportunities for quid-pro-quo agreements.
- b. Contractor will work with Caucus Leaders and/or Caucuses to determine feasible options for the County to consider and promulgate.
- c. Contractor will assess all responses from the Caucuses and will identify commonalities and differences. Contractor will then conduct negotiations with

and amongst the Caucuses on these issues. Negotiations may take place in Caucus and full Group meetings.

- d. Go / No-Go: Contractor will assess the results of Task 1. If the stakeholders can make reasonable progress determining common ground and mutually acceptable conclusions, Contractor will likely recommend continuing the process through the remaining steps. If the group does not reach common ground, Contractor will likely recommend to the Group and the County that the stakeholder process is terminated and that all subsequent work regarding an Affordable Housing Program is conducted largely by County staff and the Board of Supervisors. In the event the process is terminated at this point, the Contractor will provide a final report to the County, summarizing the reasons for terminating the effort.

### **Task 2**

- a. Contractor will conduct individual meetings with Caucus Leaders and/or Caucuses (including the County) to identify whether numeric goals are feasible and if so, what those goals might be.
- b. Simultaneous to Task 2a above and assuming that numeric goals are deemed feasible, Contractor will work with Caucus Leaders and/or Caucuses to identify whether enforcement or monitoring will be appropriate for numeric goals. Contractor will further work with the Caucuses to identify options of enforcement and/or monitoring.
- c. Contractor will assess all responses from the Caucuses and will identify commonalities and differences. Contractor will then conduct negotiations with and amongst the Caucuses on these issues. Negotiations may take place in Caucus and full Group meetings.

### **Task 3**

- a. Contractor will conduct individual meetings with Caucus Leaders and/or Caucuses (including the County) to identify whether an income mix determination is necessary and feasible. Contractor will assess all responses from the Caucuses and will identify commonalities and differences. If warranted, Contractor will then conduct negotiations with and amongst the Caucuses on these issues. Negotiations may take place in Caucus and full Group meetings.

Administering Agency: Placer County Executive Office  
Contract No. 12087  
Contract Description: Affordable Housing Stakeholder Meeting Facilitation

### CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of June 7, 2005, by and between the County of Placer, ("County"), and California State University, Sacramento, Center for Collaborative Policy ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A at the time, place, and in the manner specified
2. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement on a time and material basis for the level of effort set forth in Exhibit B. The payment structure specified in Exhibit B shall be the only form of payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County as specified in Exhibit B.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** County shall provide all facilities, audio-visual equipment, and meeting support required pursuant to this Agreement. Contractor will provide any other materials which may be required to support facilitation services pursuant to this Agreement.
4. **Exhibits** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Insurance.** In fulfillment of the following coverage, Contractor shall provide a copy of its "Evidence and Memorandum of Self-Insurance" executed by an official of the Contractor. It is understood and agreed that the Contractor, as a self-insured public agency of the State of California, maintains self-insured programs to fund its respective liabilities.

A. Workers' Compensation and Employers' Liability Insurance

- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
- 2) If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
- 4) Contractor shall require all sub-Contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.
- 2) One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
- 3) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - a) One million dollars (\$1,000,000) each occurrence;
  - b) One million dollars (\$1,000,000) aggregate.
- 4) If Contractor carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.

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- b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5) **Special Claims Made Policy Form Provisions:**

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a) The limits of liability shall not be less than:
  - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
  - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
  - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

D. **Automobile Liability Insurance**

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

10. **Indemnity.** Each party shall defend, indemnify and hold the other, its officers, employees, agents, representatives, and successors-in-interest harmless from and against any and all loss, damage, cost, or expenses, including attorney's fees or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expenses, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party's officers, employees, agents or representatives.

11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

13. **Personnel.**

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

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B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

15. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement, except as expressly provided in Section 26, Confidentiality. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

17. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County to the extent specified in Exhibit A on completion of the services hereunder except as expressly provided in Section 26, Confidentiality. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination, and the Authorization to Proceed approach for additional services as described in Exhibit A, Scope of Work.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:  
 Placer County Executive Office  
 175 Fulweiler Avenue  
 Auburn, CA 95603  
 Attn: Ms. Allison Carlos  
 Phone: (530) 889-4030  
 Fax: (530) 889-4025

CONSULTANT:  
 Center for Collaborative Policy  
 1303 J Street, Suite 250  
 Sacramento, CA 95814  
 Attn: Mr. David Ceppos  
 Phone: (916) 445-2079  
 Fax: (916) 445-2087

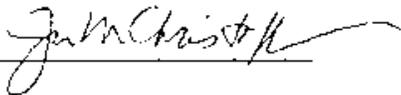
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Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

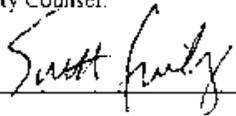
25. **Pre-Contract Costs.** Any costs incurred by Contractor prior to Contractor receipt of fully executed Agreement shall be incurred solely at the risk of the Contractor. In the event that a formal Agreement is not executed, the County shall not be liable for any amounts expended in anticipation of a formal Agreement. If a formal Agreement does result, pre-contract cost expenditures authorized by the Agreement will be reimbursed in accordance with the payment provision of the Agreement.
26. **Confidentiality.** Due to its neutral role and standard of mediation practices as prescribed by the Association for Conflict Resolution, the Contractor frequently develops documentation in the course of stakeholder interviews that is obtained conditioned upon the content being considered confidential. Under these circumstances, the Contractor shall have the authority to determine confidentiality of any project-related information and will further retain the right to withhold disclosure of said confidential information if it would result in a breach of confidentiality.

Executed as of the day first above stated:

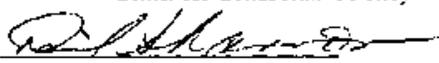
COUNTY OF PLACER

By:   
Printed Name/Title: \_\_\_\_\_

Approved As to Form – County Counsel:

By: 

CONSULTANT - CALIFORNIA STATE UNIVERSITY, SACRAMENTO \*  
Center for Collaborative Policy

By:   
Name: David Shannon, Manager \_\_\_\_\_  
Title: Contract/Procurement Services

*\*If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- B Attachment 1 Cost Breakdown

## EXHIBIT A

### Scope of Work Placer County - Affordable Housing Stakeholder Meeting Facilitation Version 2 - June 7, 2005

The California State University Sacramento (CSUS), Center for Collaborative Policy (CCP) will provide facilitation and related services to Placer County (County). Services will support the facilitation of a series of meetings between affordable housing advocates, building industry representatives, and County staff. The period of performance for this effort is from June 7, 2005 to October 1, 2005. The following scope of work (SOW) describes the tasks to be performed by CCP. Primary support for this project will be provided by a CCP Senior Mediator/Project Manager. Additional support will be provided by CCP administrative staff and a Managing Senior Mediator (if warranted).

#### Services

##### Task 1 – Background Conversations and Planning

The CCP project manager will conduct up to two (2), 3 hour meetings (including roundtrip travel to Auburn from Sacramento) with County staff and/or representative meeting participants. The CCP project manager will also conduct up to two additional 1.5 hour informational phone meetings with the County project manager.

The CCP project manager will spend up to 6 hours reviewing background materials related to County affordable housing history, management, and similar topics.

##### Task 2 – Conduct County Staff and Stakeholder Interviews

The CCP project manager will conduct up to 12 interviews with County staff and all meeting participants for a period of no more than 1.5 hours per interview. The purpose of the interviews is to identify existing conditions, challenges, and opportunities regarding current and future affordable housing topics in the County.

##### Task 3 – Prepare for and Facilitate June 16 Board Meeting

The CCP project manager will spend up to 18 hours preparing for, traveling to (Auburn or Roseville), facilitating, and summarizing a June 16 meeting of affordable housing advocates, building industry representatives, and County staff. Deliverables for and following the meeting will include, but may not be limited to, the following:

- Meeting preparation materials
- Meeting handouts / exercises
- Draft and Final Meeting summary

Distribution will be limited to meeting participants.

#### Additional Proposed Services

Based on the results of the June 16 stakeholder meeting, the participants may choose to meet again. County staff has proposed an additional two to three meetings will occur approximately every three to four weeks. Following June 16, the County and CCP project managers will meet to discuss next steps. The County may authorize CCP to initiate work on additional meetings. CCP will not conduct any additional tasks beyond Tasks 1-3 without written authorization from the County project manager (including email correspondence) to proceed.

Authorization to proceed by the County will be based on the refinement of a scope of services for each additional meeting that is mutually acceptable to the County and CCP. The scope of services for each meeting will be memorialized by CCP in a Contract Memoranda which will be provided to the County to be used as the basis for the County's authorization to proceed.

The following presents CCP's current estimate for additional services per meeting. As stated above, these estimates are subject to revision by CCP and/or the County after the June 16 meeting.

**Task 4 - Prepare for and Facilitate Meeting 2**

The CCP project manager will spend up to 32 hours preparing for, traveling to, facilitating, and summarizing a meeting of affordable housing advocates, building industry representatives, and County staff. Deliverables for and/following the meeting may include but may not be limited to:

- Meeting preparation materials
- Meeting handouts / exercises
- Draft and Final Meeting summary

Distribution will be limited to meeting participants.

**Task 5 - Prepare for and Facilitate Meeting 3**

Services are the same as Task 4.

**Task 6 - Prepare for and Facilitate Meeting 4**

Services are the same as Task 4.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Payment terms: Net 45 days from date of properly received invoice.

Invoice Remittance Address: Ms. Allison Carlos  
Placer County Executive Office  
175 Fulweiler Avenue  
Auburn, CA 95603

Payment Remittance Address: California State University, Sacramento  
Accounts Receivable  
Lassen Hall, Room 1003, M/S 6010  
Sacramento, CA 95819

The payments for services rendered under this contract shall not exceed twenty-two thousand, nine hundred eighty-nine dollars (\$22,989.00). All services shall be billed at the hourly rates set forth in Attachment 1 to this exhibit. Reimbursement of mileage (at federal mileage rate), photocopying/report reproduction, phone calls will be billed at actual costs. All other charges are not reimbursable.

1. Consultant shall submit invoices to County on a monthly basis, for all work performed during the previous one-month period. Invoices shall describe the work performed, the number of hours spent on the task(s), and the name & title of the personnel who performed the work.

Attachment 1 to EXHIBIT B  
 Placer County - Affordable Housing Stakeholder Meeting Facilitation

COST BREAKDOWN

Task No.	Task Descriptions	Facilitation and Admin Staff (Hours)				Hrs a rate	Summary	
		Labor Category	Managing Senior	Senior Mediator	Admin Support			
		Labor Resources	Beutler	Ceppos	Staff			
Billing Rates		\$160	\$145	\$57				
1	Background Conversations and Planning			15		\$ 2,175.00		
2	Conduct Stakeholder Interviews			18		\$ 2,610.00		
3	Prepare for / Facilitate June 16 Mtg	2		18.0	3	\$ 3,101.00		
4	Prepare for / Facilitate Meeting 2	2		32	3	\$ 5,131.00		
5	Prepare for / Facilitate Meeting 3			32	3	\$ 4,811.00		
6	Prepare for / Facilitate Meeting 4			32	3	\$ 4,811.00		
Total Professional Services		4		147.0	12	0	\$ 22,839.00	
<u>Other Direct Costs (ODC)</u>		<u>Assumptions</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Rate</u>	<u>Extended Value</u>		
Photocopying			2000	copies	\$ 0.06	\$ 120.00		
Long Distance/FAX		0	300	minute	\$ 0.06	\$ 18.00		
Mileage		0	400	miles	\$ 0.405	\$ 162.00		
Subtotal Other Direct Costs							\$ 350.00	
<b>ESTIMATED NOT-TO-EXCEED BUDGET</b>							<b>\$ 22,989.00</b>	

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CALIFORNIA STATE UNIVERSITY, SACRAMENTO

Risk Management

July 1, 2005

Subject: Evidence and Memorandum of Self-Insurance  
Coverage Year 2005/2006

To Whom It May Concern:

The State of California has elected to be self-insured for its General Liability, Professional Liability, Motor Vehicle Liability, Workers' Compensation and Property exposures through a combination of self-insured pooling and an annual appropriation from the State General Fund. As a State agency, the California State University (CSU), Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

Under this form of self-insurance, employees of California State University, Sacramento and the University, are protected for any tort liability that may develop through carrying out official activities, including official operation on non-state owned property. Should any tort liability claims arise by reason of such operation or under an official contract or license agreement, they must be filed with: Victims Compensation and Government Claims Board, P.O. Box 3035, Sacramento, CA 95812-3035. Though not required, a copy of the filed claim also sent to the following may help speed the claim process: Risk Manager, Support Services, California State University, Sacramento, 6000 "J" Street; Sacramento, CA 95819-6126.

The Office of Finance and Risk Management in the CSU Chancellor's Office administers the General Liability, Property and Workers' Compensation programs. Questions regarding Workers' Compensation should be referred to: Workers' Compensation Coordinator; California State University, Sacramento; 6000 "J" Street; Sacramento, CA 95819-6032.

The State Office of Risk and Insurance Management, administers the Motor Vehicle Liability program. Questions about the Motor Vehicle Liability program should be directed to: Department of General Services; Insurance Office of Risk and Insurance Management; 707 Third Street, 1st Floor, West Sacramento, CA 95606

Cordially,

Steve Somsen, ARM  
Risk Manager (916)278-3656

6000 J Street, Sacramento, California 95819-6126

THE CALIFORNIA STATE UNIVERSITY - Bakersfield - Chico - Dominguez Hills - Fresno - Fullerton - Hayward - Humboldt - Long Beach - Los Angeles - Los Angeles Maritime Academy - Monterey Bay - Northridge - Pomona - Sacramento - San Bernardino - San Diego - San Francisco - San Jose - San Luis Obispo - San Marcos - Sonoma - Stanislaus

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ORIGINAL

WHEREAS, the County of Placer (County) and Center for Collaborative Policy (Contractor) have heretofore entered into a Contract whereby professional services would be provided to the County; and

WHEREAS, the parties desire to amend said Contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

The County Executive Offices desires the California State University Sacramento, Center for Collaborative Policy to provide facilitation and related services with meetings between affordable housing advocates, building industry representatives, property ownership representatives and County staff.

- I. TERM: This amendment extends the contract with the total term to be October 2, 2005 to June 30, 2006.
- II. COMPENSATION: County agrees to pay Contractor consistent with the provisions and rates in the original contract and pursuant to Attachment 1 with this amendment not-to-exceed Eighteen Thousand Four Hundred Ninety Five Dollars (\$18,495) and the total contract amount not-to-exceed Forty One Thousand Four Hundred Thirty Four (\$41,434).

**III. TASKS**

**Prepare for and Facilitate Meetings**

The Contractor will prepare for and facilitate additional meetings. Services will include preparing for, traveling to, facilitating, and summarizing meetings of affordable housing advocates, building industry representatives, property ownership representatives and County staff. Deliverables for and/following the meeting may include but may not be limited to:

- Meeting preparation materials
- Meeting handouts / exercises
- Draft and Final Meeting summary

Meeting preparation activities may include but may not be limited to

- Telephone and email communication as needed with the County staff and Stakeholder
- Preparation of meeting materials
- Design and preparation of meeting strategy and associated documents including agendas

At the direction of the County the Contractor will prepare a final project deliverable. The deliverable may include but may not be limited to an analysis by the Contractor:

- Stakeholder conditions,
- Options for stakeholder consensus
- Ranges of stakeholder perspectives (absent a consensus condition),
- Potential next steps and recommendations for the County with and/or without stakeholder involvement, and
- Other similar factors.

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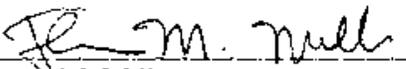
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SEO FINANCE UNIT

The final format of the deliverable will be based on mutual agreement between the Contractor and County Project Managers and will reflect a combination of project needs with available project budget.

Except as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

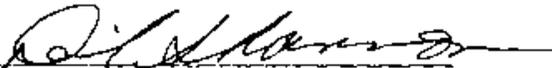
IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

COUNTY OF PLACER ("COUNTY")

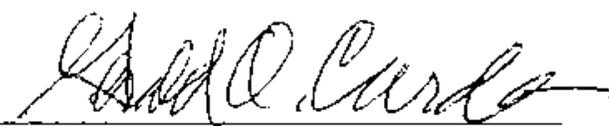
By   
Thomas M. Miller  
County Executive Officer

Dated: 4/12/06

CENTER FOR COLLABORATIVE POLICY "CONTRACTOR"

By   
CSUS#CPO50026

Dated: 3/30/06

County Counsel  
Approved as to form: 

ORIGINAL

Attachment 1 – Amendment 1 Cost Summary

**Attachment 1 (Amendment 1) - COST SUMMARY**  
**Placer County - Affordable Housing Stakeholder Meeting Facilitation**

**NEW TASK 7**

Task No.	Task Descriptions	Facilitation and Admin Staff (Hours)				Hrs x rate	Summary
		Labor Category	Senior Mediator	Admin Support			
		Labor Resources	Ceppos	Far			
		Billing Rates	\$145	\$57			
7	Prepare for / Facilitate Additional Meetings		120	15		\$ 18,255.00	
Total Professional Services			120.0	15.0	0.0		\$ 18,255.00
<u>Other Direct Costs (ODC)</u>		<u>Assumptions</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Rate</u>	<u>Extended Value</u>	
Photocopying			1000	copies	\$ 0.06	\$ 60.00	
Long Distance/FAX		0	300	minute	\$ 0.06	\$ 18.00	
Mileage		0	400	miles	\$ 0.435	\$ 162.00	
Subtotal Other Direct Costs							\$ 240.00
<b>ESTIMATED NOT-TO-EXCEED BUDGET FOR TASK 7</b>							<b>\$ 18,495.00</b>

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