



MEMORANDUM
COMMUNITY DEVELOPMENT RESOURCE AGENCY
CDRA TAHOE, ADMINISTRATION
County of Placer

TO: Honorable Board of Supervisors **DATE:** June 28, 2022
FROM: David Kwong, Agency Director
BY: Emily Setzer, Senior Management Analyst
SUBJECT: East Placer Lease to Locals Pilot Program | Agreement with Landing, Inc.

ACTIONS REQUESTED

1. Receive a presentation and adopt a resolution approving the Program Guidelines.
2. Approve an agreement with Landing, Inc. for the marketing and implementation of the Program in the amount of \$95,000 for a one-year period.

BACKGROUND

The COVID-19 pandemic exacerbated an already existing housing crisis in the North Tahoe Truckee region. There is not enough housing available and affordable to local workers. For example, on October 7, 2021, the Mountain Housing Council released an “Emergency Proclamation Regarding Housing,” citing the fact that as of July 2021, more than 65% of residences zoned for single-family homes are used as second homes and short-term rentals—and are therefore unavailable to the local workforce. The lack of affordable and available housing limits the ability for employers to hire workers and provide high quality service to residents and visitors of the North Tahoe Truckee area.

One method to increase housing options for local workers is the Lease to Locals program, run by Landing, Inc., a Truckee-based home-matching company which has been operating in Truckee for more than a year and recently implemented new programs in South Lake Tahoe and Summit County, Colorado. The program provides a financial subsidy (grant) to homeowners who agree to rent their home to local workers with the goal of unlocking the existing housing stock and incentivizing short-term rental and vacation homeowners to rent their homes to the local workforce. Landing, Inc. manages the program by working with the homeowner to guide them through the process of qualifying for the grant, listing the property on the Landing, Inc. website, screening tenants, and securing a qualifying tenant. The lease agreement is between the homeowner and the tenant. Half the grant is provided when the lease is signed, and the other half is provided at the end of the lease upon verification of tenancy. Applications are accepted on an ongoing basis, contingent on available funding.

TRUCKEE LEASE TO LOCALS GRANT PROGRAM

In October 2020, the Town of Truckee piloted a one-year Lease to Locals Grant Program. In August 2021, the Town extended the program, with minor modifications, for five years. Truckee’s goal was to unlock 25 housing units. As of February 2022, the program had provided 55 grants. Of those, 32% were short-term 6- to 12-month leases, and 68% were long-term 12+ month leases. The program has housed 80 local employees and 111 total people (including partners and minors) with an average income of 80% to 100% of Nevada County’s Area Median Income. The homeowner renewal rate (89%) underscored the program’s success.

PROPOSED EAST PLACER LEASE TO LOCALS PILOT PROGRAM

Because of the public benefit created by increasing the available stock of affordable, local workforce housing, County staff proposes a one-year pilot program to test the “lease to locals” concept in East Placer, starting August 1, 2022. This program is intended to provide immediate rental housing solutions while other projects are completed, such as Meadow View Place and Hopkins Village, and while the Workforce Housing Preservation Program gains traction in the community and assists homebuyers with purchasing homes in the region. If the pilot program is successful and funding is available, the Board of Supervisors (Board), through a future action, may extend the program.

Staff propose allocating \$405,000 towards homeowner grants and \$95,000 to fund the services provided by Landing, Inc. The attached East Placer Lease to Locals Grant Program (Program) Guidelines are based on lessons learned from existing programs in Truckee and other mountain communities. Landing, Inc. will manage and market the program. County staff will administer payments to Landing, Inc. and homeowners.

CDRA Housing staff are also working on developing a proposed long-term rental program in West Placer to incentivize renting to local college students. Staff has reached out to Sierra College and HomeShare American River to discuss partnering with the County on developing this program.

ENVIRONMENTAL IMPACT

Pursuant to CEQA Guidelines § 15061(b)(3), the action requested is covered by the “common sense” exemption because it can be seen with certainty that there is no possibility that the action requested may have a significant effect on the environment. The action requested is also exempt under CEQA Guidelines § 15301 because it involves negligible or no expansion of the existing or former use of existing structures.

FISCAL IMPACT

The Program will be funded via \$500,000 from unallocated reserve Transient Occupancy Tax (TOT) funds allocated to the FY 2022-23 Housing Program Work Plan budget for the program. The Program will provide \$405,000 in incentives to homeowners. Remaining funds will cover Landing Locals administrative and marketing costs. Staff presented the program to the North Lake Tahoe Resort Association on May 4, 2022 and received a recommendation to the Board to use unallocated reserve TOT to fund this program.

ATTACHMENTS

Attachment A: Resolution

Exhibit 1: East Placer Lease to Locals Grant Program Guidelines

Attachment B: Agreement with Landing, Inc.

ATTACHMENT A

Before the Board of Supervisors County of Placer, State of California

In the matter of:

A Resolution adopting the Lease to
Locals Program Guidelines

Resolution No.: _____

The following Resolution was duly passed by the Board of Supervisors of the County of
Placer at a regular meeting held on, _____ by the following vote:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, Placer County's General Plan Housing Element sets forth goals to encourage construction and maintenance of safe, decent, and sound affordable housing in the County; and

WHEREAS, Placer County's General Plan Housing Element sets forth goals to promote housing opportunities that meet the specific needs of residents and workers in the Tahoe Basin; and

WHEREAS, Placer County's General Plan Housing Element includes policies to facilitate expanded housing opportunities that are affordable to the workforce of Placer County; and

WHEREAS, the Lease to Locals Program Guidelines set forth an incentive program to preserve housing for the local workforce; and

WHEREAS, the Board finds the Lease to Locals Program will increase the available stock of affordable rental properties, resulting in a public benefit for the County's residents and local workforce; and

WHEREAS, the Board further finds that the Lease to Locals Program Guidelines are consistent with the provisions of the General Plan and in compliance with applicable requirements of State and Federal law; and

WHEREAS, the County authorizes the Community Development Resource Agency Director, or designee(s), to conduct, in the name of the County, program administration, execute required documents, and minor modifications to the guidelines and related documents as needed to effectuate the Program purposes; and

NOW, THEREFORE, BE IT RESOLVED, that the proposed Lease to Locals Program Guidelines, as set forth in Exhibit 1, attached hereto and incorporated herein by reference, are hereby adopted.

BE IT FURTHER RESOLVED that this Resolution shall take force and become effective immediately.

EXHIBIT

Exhibit 1: Program Description and Guidelines

East Placer Lease to Locals Pilot Program

Program Description and Guidelines June 2022

1 PILOT PROGRAM OVERVIEW

The Lease to Locals Pilot Program (the “Program”), offers cash incentives to homeowners who rent their homes to qualified local employees. The goal of the program is to increase the supply of housing available for employees working within the geographic boundaries of the Tahoe Truckee Unified School District.

2 PROGRAM DEFINITIONS

- (a) Adult: An adult is any individual 18 years or older.
- (b) Housing Unit: A housing unit is a house, condo, mobile home, a group of rooms, or a single room that is intended for occupancy living quarters (excluding commercial lodging) that has not been rented full-time in the past 12 months.
- (c) Long-Term Lease: A long-term lease is a lease of 12 months or greater.
- (d) Property Owner: The individual(s) or legal entity, in the case of a trust, that holds fee title to the property, as reflected on the recorded documents.
- (e) Qualified Household: A Qualified Household is any group of individuals living together in one home as their primary residence, where at least half of the adults are Qualified Tenants.
- (f) Qualified Tenant: A Qualified Tenant is an adult employed at least 20 hours per week at an employment site within the Tahoe-Truckee Unified School District geographical boundary, who is not of blood relation to the Property Owner.
- (g) Seasonal Lease: A seasonal lease a lease that is at least five (5) months but less than twelve (12) months.

3 PROGRAM ADMINISTRATION

The County will administer the Program, with support from a third-party administrator, Landing, Inc. Landing, Inc. is a California Corporation, based in Truckee, California, which provides rental-matching services for communities in the Western United States.

3.1 County of Placer Role

The County will oversee and fund the Program. This includes managing the contract with Landing, Inc., granting disbursements, and evaluating program metrics.

3.2 Landing Locals Role

Under a contract with the County, Landing, Inc. will provide the following services for the Program: program development, customer service, marketing, compliance, reporting, and processing applications per Program Guidelines.

4 PROGRAM GRANT FUNDING

4.1 Grant Amounts

The County will provide a \$2,500 grant per Qualified Tenant housed through the Program for a seasonal rental and a \$6,000 grant per Qualified Tenant for a long-term rental. Dependent children will count as one (1) additional Qualified Tenant, regardless of the number of children present. The maximum grant amount is for four (4) Qualified Tenants.

The table below shows the available grant amounts.

Number of Qualified Tenants	1 Qualified Tenant	2 Qualified Tenants	3 Qualified Tenants	4 Qualified Tenants
Seasonal	\$2,500	\$5,000	\$7,500	\$10,000
Long-Term	\$6,000	\$12,000	\$18,000	\$24,000

4.2 Grant Disbursement

- (a) Prior to disbursing grants, the County will review documentation submitted by Landing, Inc. including:
 - i. A copy of the fully executed lease agreement(s),
 - ii. Proof of local employment for Qualifying Tenants,
 - iii. Property Owner W-9, and
 - iv. Check request form.
- (b) The County will issue the first half of the grant payment to the Property Owner within thirty (30) days of the Qualified Household taking occupancy of the Housing Unit.
- (c) The County will issue the second half of the grant payment to the Property Owner within thirty (30) days of the end of the lease.
- (d) Payments shall be issued to the Property Owner, as their legal name(s) appear on recorded property ownership documents.

5 PROPERTY OWNER ELIGIBILITY & REQUIREMENTS

5.1 Grant Application

Property Owners must submit a complete on-line form and sign a self-certification checklist with Landing, Inc. and comply with the following criteria to have their home considered for the grant program.

5.2 Eligibility & Requirements

To participate in the Program, Property Owners must meet the following requirements.

- (a) Location: The Housing Unit must be located within East Placer Transit Occupancy Tax District.
- (b) Type: A whole home or room(s) in a home can be rented, but there is a maximum of one grant per property.
- (c) Status: The Housing Unit must be a legally permitted dwelling unit and each bedroom in the property must have a door and window.
- (d) New Rental: The Housing Unit must have not already been leased as an existing long-term rental (unless through this Program) in the past 18 months.
- (e) Eligible Properties: The Housing Unit must be single-family homes, townhomes, privately-owned condos, or vacant rooms in owner-occupied properties. Multi-family rental properties, hotels, and motels are not eligible for the program.
- (f) Ownership: The Property Owner must hold fee title to the Housing Unit.
- (g) Property Condition: The Housing Unit must meet basic health and safety criteria per California Health and Safety Code, Division 13, Housing Part 1.5, Chapter 2.

- (h) Signed Agreement with Landing, Inc.: The Property Owner must sign an agreement with Landing, Inc. for tenant-matching services.
- (i) Signed Lease Agreement and Complete Lease Packet: The Property Owner must complete an application and sign a Seasonal Lease or Long-Term Lease with a Qualified Household or Qualified Tenant.
- (j) Lease Compliance Checks: The Property Owner must comply with the lease agreement for the full length of the lease and will be checked for compliance by Landing, Inc., at six (6) months or at the midway point in the lease, whichever is sooner. Failure to comply with the lease requirements at any time shall disqualify the Property Owner for grant payments.
- (k) Rental Affordability Cap: The Property Owner cannot charge rent exceeding \$3,500/month.
- (l) Fair Housing Act Compliance: The Property Owner must comply with California Fair Employment and Housing Act and the Federal Fair Housing Act.

5.3 Contingencies

- (a) Change of Ownership: If the property is sold during the lease period, the lease agreement is broken and the Property Owner is disqualified from the Program. In this case, Landing, Inc. would work to place the tenants into another property or work with new owners to submit an application to the Program. The new owners could qualify for the second half of the grant payment if they continue to rent to the existing tenants for the remainder of the lease in place.
- (b) Failure to Comply with Lease: If the Property Owner does not meet lease agreements at the six-month mark because of an eviction or move-out, Landing, Inc. will work with Property Owners to rectify the situation. If an agreement cannot be reached, the Property Owner will be disqualified from receiving the second installment of the grant disbursements but will not be required to pay back the first installment of the grant.
- (c) Property Condition: If the Housing Unit is deemed in violation of California Health and Safety Code, Division 13, Part 1.5, Chapter 2 the grant payment(s) may be withheld.

6 TENANT ELIGIBILITY & REQUIREMENTS

6.1 Individual & Household Qualification

Individuals and households applying to the program must meet the definitions set forth in Section 2 of these guidelines.

6.2 Documentation

As part of the application, each adult member of the household must submit the following:

- (a) Two (2) paystubs from the past three (3) months to verify employment
- (b) Copy of driver's license or other photo ID
- (c) Copy of most recent tax return (required only if household is claiming dependent children).

7 PROGRAM DURATION

- (a) The Program is a one-year pilot that starts on August 1, 2022. If the Board takes no action to extend or renew this program, it shall automatically expire on July 31, 2023.
- (b) County staff will review program progress, housing needs, and the services being

provided by Landing, Inc. and will provide periodic updates and recommendations to the Board of Supervisors regarding the continuance of and/or modifications to the Program.

At a minimum, at least two (2) months before the end of the pilot term, County staff will provide a report to the Board of Supervisors using the following criteria to measure success of the program:

- i. Number of people served (including children)
- ii. Number of homes unlocked
- iii. Types/Sizes of units unlocked
- iv. Rental prices for each home, average per room
- v. Income of renters (area median income of each adult in the home) being served
- vi. Number of rentals extended beyond 12-month lease program

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF PLACER AND LANDING, INC.

CONTRACT NO: 000000
DEPARTMENT: Community Development Resource Agency
CONTRACTOR: LANDING, INC.
DESCRIPTION: Administration of East Placer Lease to Locals Grant Program

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and Landing, Inc. (hereinafter "Contractor", collectively "Parties").

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of marketing and administering the East Placer Lease to Locals Grant Program.

Whereas, Contractor's services are the only services that satisfy the department's operational requirements for this program because of the services' unique character.

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

County's total fiscal obligation under this Agreement shall not exceed **ninety-five thousand dollars and zero cents (\$95,000.00)**.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from August 1, 2022 through July 31, 2023.

4. Exhibits; Merger Clause; Amendments

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this Agreement without cause by providing 30 days advance written notice to the other. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written 90-day notice to Contractor as soon as reasonably possible after County learns of unavailability of funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees.

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.

7. Hold Harmless & Indemnification

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Placer County or its officers, agents, employees, and volunteers.

A. General Hold Harmless

The Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the agreement.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Contractor or County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this agreement.

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without

infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

8. Assignability and Subcontracting

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

9. Insurance

Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's 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.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with County upon demand.

B. General Liability Insurance

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

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

- (v) 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. Two million dollars (\$2,000,000) General Aggregate
 - b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year 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.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims

Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) "The County of Placer, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self- insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- (iii) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. Automobile Liability Insurance

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

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If Contractor subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

G. Additional Insurance Requirements

- (i) Premium Payments: The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

(iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

(iv) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(v) Material Breach: Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Contractor shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

12. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination.

13. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to the County's operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from County.

14. Information Technology Security Requirements

Exhibit C, "Information Technology Security Addendum" is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit C is a material breach of this Agreement.

15. General Health Measures and Conduct

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the Contractor's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.

16. Governing Law; Jurisdiction; Venue

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. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

17. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Placer County Community Development Resource Agency
Address: 775 N Lake Blvd, Tahoe City, CA 96145
Telephone: 530-305-9890
Email: esetzer@placer.ca.gov

In the case of Contractor, to:

Name, Title: Landing, Inc.
Address: 10418 DONNER PASS RD., UNIT C
TRUCKEE, CA 96161
Telephone: 415-250-5306
Email: colin@landinglocals.com

18. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. 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.

19. Licenses, Permits

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their 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 County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

20. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

21. Counterparts; Electronic Signature


This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

LANDING, INC. ("CONTRACTOR")*

COUNTY OF PLACER ("COUNTY")

DocuSigned by:

 57BF6A3C63024B2...
 Signature
 colin frolich
 Print Name
 Chair of the Board, President, or
 Vice President
 Date: 6/3/2022

Jane Christenson, Interim Director
 Community Development Resource Agency
 Date: _____

DocuSigned by:

 B55E6A8DD72E47E...
 Signature
 Victoria Kaiulani Paine Frolich
 Print Name
 Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer
 Date: 6/3/2022

Approved as to Form
 Office of Placer County Counsel
 Date: _____

EXHIBITS:

- Exhibit A: Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: IT Security Addendum

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

EXHIBIT A SCOPE OF WORK

1. Project Description

Landing, Inc. (the “Contractor”) will administer “Lease to Locals,” a longer-term rental incentive program (the “Program”) in Placer County. Through this Program, the County will provide up to \$405,000 in grant funding to property owners that rent their homes to local workers. To administer the Program, Contractor will provide the Scope of Services listed below.

The Program will be a one-year pilot program launching August 1, 2022 and running through July 31, 2023.

2. Personnel

Contractor’s project manager for this program will be Chase Janvrin. Contractor will adequately staff the project to ensure all tasks included in this scope of work are completed.

3. Marketing

	Deliverable	Deadline or Frequency
A	Build Program website with information for property owners to understand the Program requirements and learn how to apply for grant funding	The website must be built and live by August 1, 2022. Contractor is responsible for keeping the website up-to-date.
B	Build a PR and advertising plan to continue to build awareness of the Program	The PR and advertising plan is due to the County by August 1, 2022. Contractor’s implementation of the approved plan will be ongoing.
C	Design and execute print and web advertisements for the Program.	Design must be completed and provided to the County by August 1, 2022. Contractor will post print and web advertisements three times during the term of this Agreement, as directed by the County. Payment for all advertisements will be funded from Marketing Costs, as described in Exhibit B.
D	Design and print postcards to be mailed to second-home owners at their home addresses.	Design must be completed by August 1, 2022. Contractor will mail postcards

		three times over a year, as directed by the County.
E	Send email to all current and past STR owners to encourage them to participate in the Program.	Contract will email at least two times per year.

4. Customer Service and Education

Contractor will:

- A. Respond to all inbound inquiries via web and email. Compile feedback on the Program to use for modifications of the Program.
- B. Conduct outreach to Placer County-based Property Managers to educate them on the program and explore the possibility of converting some of their underperforming properties.
- C. Work with Property Managers and Property Owners to review leases, qualify tenants, and ensure property owners receive incentive payment(s) in accordance with Program guidelines adopted by the County.
- D. Engage with the business community in Placer County with the goal of educating them and their employees about the Lease to Locals program.

5. Property Listing and Tenant Matching

Contractor will:

- A. Allow property owners and property managers to self-list their properties for free on Landing Locals’ website, which includes a unique URL with photos, property attributes, property description, and a way for interested and qualified local tenants to contact the property owner.
- B. Act as the Lease to Locals “clearing house” for properties and prospective tenants, and allow property owners and managers to connect with and secure qualified tenants through Landing Locals.
- C. Allow local tenants to complete and update a renter profile that includes attributes such as gross income, employer name and location, and desired rental type(s).

6. Administration

Contractor will:

- A. Build Property Owner and Tenant Applications for the Program
- B. Coordinate with County housing team for County payment to homeowners to efficiently process, approve and pay incentives, as described in Section 6
- C. Scope out and develop a portal for Property Owners to upload Program documents and track the status of their applications

7. Compliance/Auditing

- A. At initial lease, Contractor will submit requests for payments (with required agreements, documentation, and payment information) to the County within 45 days of the lease start for payment to be made by the County directly to the Property Owner
- B. Midway through the Lease, Contractor will audit the properties to ensure tenants meet employment requirements by following up directly with the tenant and landlord with midterm check
- C. For Seasonal Leases Contractor will conduct 1:1 outreach to Property Owners with the goal of converting them into long-term leases
- D. At the end of Lease, Contractor will audit the properties to ensure the full lease term is executed and tenants meet employment requirements by following up directly with the

tenant and landlord with an incentive payment. Within 45 days of the final compliance check submit requests for payment to the County.

8. Reporting

Contractor will:

- A. Organize monthly meetings with County staff and report out to stakeholders (six-month check-in at Placer County Board of Supervisors meeting)
- B. Provide bi-weekly written updates to County staff on results vs. targets and feedback we are hearing from renters, homeowners, property managers, and the public
- C. Report back on the landlord's intentions after the initial lease to see what units remain long-term rentals and which ones go back to their original use.

EXHIBIT B PAYMENT TERMS

1. Administrative Costs

Contractor may seek payment of up to \$90,000 in administrative costs.

Contractor will be paid \$7,500 (seven thousand five hundred dollars) per month, dependent upon Contractor's satisfactory completion of tasks outlined in Exhibit A. Contractor's invoice must be accompanied by description of work performed.

2. Marketing Costs

Contractor may seek payment of up to \$5,000 (five thousand dollars) in marketing costs.

Contractor may subcontract design for marketing and website. Eligible marketing costs include:

- Cost to design print or web advertisements
- Cost of purchasing advertisement space in printed or web materials
- Cost to mail marketing materials

3. Invoicing & Payment

Email all invoices to: Emily Setzer, esetzer@placer.ca.gov

Invoices must be submitted within 30 days of the completion of work and must include sufficient detail for County staff to understand what activities Contractor is seeking payment for. The County will issue payment to Contractor within thirty (30) days after an invoice is received and approved by the County.

EXHIBIT C INFORMATION TECHNOLOGY SECURITY ADDENDUM

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to ITSEC@placer.ca.gov and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Placer data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Placer data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to ITSEC@placer.ca.gov and must reference this contract number.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County **data at rest**.

3.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

4. Subcontractor Disclosure

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.