



**County of Solano
Standard Contract**

Project: Highway Interchange & Econ Dev. Study

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

2912

SUBJECT ACCOUNT:

0002250

1. This Contract is entered into between the County of Solano and the Contractor named below:

Lisa Wise Consulting, Inc.

CONTRACTOR'S NAME

Stock Corporation - California - General

BUSINESS FORM

2. The Term of this Contract is:

Date of last signature to June 30, 2026

3. The maximum amount of this Contract is:

\$ 99,745

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on .

CONTRACTOR	COUNTY OF SOLANO
Lisa Wise Consulting, Inc. CONTRACTOR'S NAME	AUTHORIZED SIGNATURE Director of Resource Management
<i>Lisa Wise</i> SIGNATURE	TITLE 675 Texas Street, Ste 5500
Lisa Wise, AICP - President, CEO PRINTED NAME AND TITLE	ADDRESS Fairfield CA 94533
870 Market Street, #977 ADDRESS	CITY STATE ZIP CODE
San Francisco CA 94102 CITY STATE ZIP CODE	Approved as to Content: <i>[Signature]</i> DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <i>[Signature]</i> COUNTY COUNSEL

Rev. 12/11/20

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Conduct a comprehensive study to explore the viability of eight key highway interchanges by performing the tasks described in Attachment A, *County of Solano – Highway Interchange and Economic Development Study – Response to Request for Proposals*, dated April 11, 2024, which is incorporated by reference.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

Provide GIS data as needed.

ATTACHMENT A

LWC

COUNTY OF SOLANO

Highway Interchange
& Economic
Development Study

Response to Request for Proposals

April 11, 2024

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April 11, 2024



Jeffrey Lum
Senior Planner
County of Solano
675 Texas Street, Suite 5500
Fairfield, California, 94533
(707) 784-6765
cjlum@solanocounty.com

RE: LWC Proposal for the County of Solano RFP; Consulting Services to Conduct a Highway Interchange Study and Evaluation for Future Economic Development Opportunities

Dear Mr. Lum:

Lisa Wise Consulting, Inc. (LWC) is pleased to submit our proposal to complete a Highway Interchange Study and Evaluation for Future Economic Development Opportunities for Solano County.

LWC is uniquely qualified for this project given our expertise in corridor planning, auditing and updating zoning codes, economic development strategic planning, and managing complicated projects at the County level. LWC also has completed agritourism and agricultural ordinance projects which will help inform development strategies and economic development opportunities.

We will bring experience and lessons learned from relevant work, including:

Code Audit and Update. Assuring consistency between the General Plan and Zoning and streamlining and assuring the accommodation of modern uses and flexibility to enable future development opportunities.

LWC projects: Marin County Zoning Code Amendments, Vacaville Zoning Code Audit and Update.

Corridor Planning. Examining existing commercial configuration and performance, residential districts, civil infrastructure, and traffic patterns to inform recommendations on rezoning, parking strategies, overlay districts, and financing options.

LWC projects: Ashland Cherryland Business District Strategic Plan, Morgan Hill Commercial Capacity Study, Merced Bellevue Corridor Land Use Plan.

Economic and Fiscal. Assessing demographics, employers and employment conditions, competition, and business clusters to inform strategies for economic and fiscal performance.

LWC projects: Beverly Hills Economic Strategic Plan; San Luis Obispo Economic Development Strategic Plan; Santa Maria Market Analysis, Fiscal Analysis, and Economic Development Element Update.

Financing Mechanisms. Identified financing tools including business improvement districts, community development corporations, community benefit agreements and programs, impact fees, tax credits, enhanced infrastructure financing districts, and community development financial institutions.

LWC projects: San Luis Obispo Economic Development Strategic Plan; Santa Maria Market Analysis, Fiscal Analysis, and Economic Development Element Update.

Agricultural Ordinances, Agritourism. Leverage unique farm product and food production to spur economic activity and complement existing businesses.

LWC projects: Tuolumne County Agritourism Study, SLO County Agricultural Cluster Ordinance.

As the owner and President of the firm, I bring over 30 years of professional experience, and will act as Project Director, ultimately responsible for compliance with the tenets of the contract and to ensure the project is delivered on time, within budget and to the expectations of the County. Our highly qualified team includes David Bergman as Project manager with over 30 years of urban planning, economic feasibility analysis and California housing law experience, and Jen Murillo who brings 17 years of market study, financial feasibility analysis, and expertise in housing constraints and implementation planning.

We look forward to the next steps in the proposal process and remain available to refine the scope, timeline, and budget to meet the County's needs and expectations. Thank you for the opportunity to participate in this opportunity. Also, note that LWC does not have any conflicts of interest that might impact the firm's ability to impartially and effectively conduct the study.

Sincerely,



Lisa Wise, AICP
President, CEO
Lisa Wise Consulting, Inc.
870 Market Street, #977
San Francisco, CA 94102
lisa@lisawiseconsulting.com
(805) 595-1345

1. FIRM DESCRIPTION

Lisa Wise Consulting Inc. (LWC) is an urban planning, economics, and finance firm that specializes in enabling vibrant, pedestrian, and transit-oriented neighborhoods, and facilitating sustainable, well-designed places to live, work, and recreate.

LWC core services are aimed at feasible, measurable economic development, and fiscal strategies with an emphasis on quality employment, business attraction and retention, innovation and education, local and regional partnerships, and integrated land use policy. The LWC Team has a deep understanding of land use regulation and how development and market forces affect communities. LWC operates most effectively at the nexus of urban planning and land use economics.

LWC Core Services:

- Economic Development Plans, Revitalization Strategies
- Long-Range Planning, Specific Plans, TOD Plans, and Corridor Plans
- Financial Feasibility Analysis, Market Studies, and Proforma Analysis
- Development Codes, and Form-Based Codes
- Housing Policies and Programs
- Public Engagement and Community Outreach Plans

LWC's resumes feature large-scale code, market analysis, economic strategies and financial feasibility engagements throughout California and the U.S. as well as urban code, zoning code framework and modeling for economic development projects in the Kingdom of Saudi Arabia.

LWC was founded in 2006 and has grown to 21 employees with offices in San Luis Obispo, San Francisco, and Los Angeles.

CONTACT

San Luis Obispo (Headquarters)

983 Osos Street
San Luis Obispo, CA 93401
805.595.1345 | Office Main

Los Angeles

939 South Broadway, Suite 611
Los Angeles, CA 90015
805.618.1924 | Office Direct

San Francisco

870 Market Street, Suite 977
San Francisco, CA 94102



2. KEY STAFF

Lisa Wise Consulting, Inc. (LWC) was founded in 2006 and has grown to 20 highly qualified and committed staff with offices in San Francisco, San Luis Obispo and Los Angeles. The firm focuses on zoning codes, housing, and financial and market analysis and has completed successful projects throughout California, the U.S., and the Middle East. The personnel described below form the management structure for this project.

- **Project Director, Lisa Wise, AICP, President and Founder** brings over 30 years of professional experience in urban planning and management of complicated financial engagements.
- **Project Manager, David Bergman** brings over 25 years of urban planning and land use economics to the team and joined LWC in 2020.

The LWC team is also supported by Business Manager, Christina Herrera, who brings over 16 years of project management experience and generates key metrics on project performance, and individual team member performance through close collaboration and the application of BigTime, a powerful time management platform which enables the team to anticipate needed adjustments and keep projects on track and within budget.

Organizational Chart



Lisa Wise, AICP
Principal in Charge

With over 30 years of urban planning, finance, market analysis, and project management experience, Lisa will be responsible for: final review and evaluation of deliverables, LWC compliance with the contract and insurance requirements, and advising the LWC Team on best practices for financial modeling, and implications of State Law.



David Bergman
Project Manager

With 30 years of urban planning, financial and fiscal feasibility analysis, and economic development experience, Dave will be responsible for: timeliness and quality of all deliverables, communication with the County and presenting at public hearings, as well as providing correct and complete monthly invoices and assuring budget and timeline are adhered to.



Jen Murillo, AICP
Technical and Logistic Project Support

With over 17 years' experience in project management, zoning ordinance updates, economic development, California Housing Law, and developing programs for multi-family and mixed-use development, Jen will support David and the LWC team with review, evaluation and refinement of all project deliverables, development and testing of financial models, approaches for keeping the project on track, and support the LWC team at workshops and public hearings.



Andrew Davidov
Deputy Project Manager

Andrew will support the LWC Team in research and summary of key plans, studies, reports and databases, development and edit of draft deliverables including financial models and market analysis, support in communication and collaboration with the County and public meetings and hearings.

LISA WISE, AICP

President, CEO

LWC

As a certified planner and public accountant, Lisa has over 30 years of experience in long-range planning (Specific Plans, TOD Plans, Downtown Plans), land development codes, housing policy, financial feasibility analysis, and land use economics. Lisa's approach and vision for the firm assures that LWC policies, programs and implementation strategies reflect the perspective of the community and are feasible given the market and demographic conditions. She has led dozens of complex planning engagements from small jurisdictions to fast-growing metro areas, all aimed at making stronger, more attractive, and more resilient cities. Lisa combines decades of hands-on planning and project management, best planning practices from around the country, and experience as adjunct faculty at California Polytechnic State University in San Luis Obispo, where she teaches courses in real estate finance and housing.

Lisa has been directly responsible for over 20 successful specific and corridor plans, almost 40 code updates, 35 economic projects, 30 housing elements, several inclusionary housing ordinances, density bonus programs, and employee housing studies. Prior to working in planning, Lisa was a Manager at PricewaterhouseCoopers (PwC), one of the "Big Four" international accounting, financial services and management consulting firms from 1990 to 1999.

Relevant Project Experience:

- Austin, TX, Land Development Code Update
- Beaumont, CA, General Plan Update, Economic and Fiscal Element and Market Study
- Columbus, OH, Code Audit and Update Strategy
- Flagstaff, AZ, Zoning Ordinance Update
- Grover Beach, CA, Zoning Code Update and West Grand Ave. Master Plan
- Hayward, CA, Downtown Specific Plan and Form-Based Code
- Livermore, CA, Development Code Update
- Lompoc, CA, Zoning Code Update
- Long Beach, CA, Code Audit and Update Strategy and Housing Element Update, 6th Cycle
- Malibu, CA, Zoning Code and Local Implementation Plan Update
- Marin County, CA, Objective Design and Development Standards and Financial Feasibility Analysis
- Mesa, AZ, Form-Based Code and Regulating Plan
- Oklahoma City, OK, Code Audit and Update Strategy
- Pismo Beach, CA, Implementation Plan and Zoning Code Update
- Rancho Cucamonga, CA, Code Update, Industrial Zones Update, and North Eastern Sphere Annexation Specific Plan
- Richmond, CA, Livable Corridors Plan, Form-Based Code, Richmond Bay Specific Plan, and Housing Element Update, 4th and 5th Cycles
- San Luis Obispo, CA, Economic Development Strategic Plan and San Luis Ranch Specific Plan and Code
- Santa Maria, CA, General Plan Update and Fiscal Impact Analysis
- South San Francisco, CA, Citywide Code Update and Form Based Code
- Riyadh Development Corporation, Saudi Arabia, Citywide Form Based Coding Strategy



PAST WORK EXPERIENCE

- California Polytechnic State University
San Luis Obispo, CA, Adjunct Faculty, 2002 - Present
- Crawford, Multari & Clark Associates
San Luis Obispo, CA, Professional Consultant,
2001 - 2006
- San Luis Obispo County
San Luis Obispo, CA, Staff Planner, 2000 - 2001
- Governor's Office of Planning & Research
Sacramento, CA, Intern, 1999 - 2000
- PricewaterhouseCoopers, LLP
New York, NY, Financial Services Manager, 1990 - 1999

EDUCATION

- California Polytechnic State University
San Luis Obispo, CA, Master of City & Regional Planning, 2001
- DePaul University
Chicago, IL, M.S. Accountancy, 1990
- University of Cincinnati
Cincinnati, OH, B.S. Business Administration in Marketing & Finance, 1987

CERTIFICATIONS & MEMBERSHIPS

- American Planning Association (APA)
2001 - Present
- Certified Public Accountant, 1991
- Congress for the New Urbanism (CNU)
2003 - Present
Paul Crawford Award for Excellence in Planning, 2017
- Form-Based Code Institute
Chair, 2015 - 2018; Treasurer, 2014 - 2015
- Dean's Leadership Council
California Polytechnic State University, College of Architecture and Environmental Design
2018 - Present

DAVID BERGMAN

Director

LWC

With over 30 years of experience, David has focused on the nexus of urban planning, economic feasibility and fiscal performance. His Project Management experience features successful zoning code updates, housing policy updates, specific plans, TOD and corridor plans, and economic development strategic plans. David's strengths include an expertise in land use regulation and alternatives analysis that balance legal compliance with economic feasibility, fiscal performance, and community feedback. His approach prioritizes implementation by leveraging local and regional development strategies, public private-partnerships, and assuring that policies and programs account for shifting market conditions.

David's commitment to client service includes open and consistent communication, meticulous project tracking and performance evaluation, and assuring the LWC Team and clients have all of the information needed to execute projects on time and within budget.

David is the former Director of Planning for the City of South Pasadena, CA where he was responsible for current and long-range planning as well as the City's Building and Safety Department and code enforcement. He holds an undergraduate degree from the University of Wisconsin and Master in Geography and Urban Planning from UCLA.

Relevant Project Experience:

- Alameda County, CA, 6th Cycle Housing Element Update
- Beverly Hills, CA, Economic Sustainability Plan
- Cypress, CA, Inclusionary Housing Ordinance and Fee Study
- Folsom, CA, Market Analysis and Financial Feasibility Analysis for Multi-Family, Residential and Mixed Use Development
- Long Beach, CA, 6th Cycle Housing Element Update
- Long Beach, SB 9 and ADU Ordinance
- Los Altos, CA, 6th Cycle Housing Element Update
- Los Angeles, CA, Economic and Fiscal Impact Study, Los Angeles International Airport (LAX) Operations
- Marin County, CA, Objective Design and Development Standards, Financial Feasibility Analysis
- Modesto, CA, Market, Financial Feasibility and Constraints Analysis, and Pro Housing Policies Housing Plan
- Mountain View, CA, Update R3 Zoning, Financial Feasibility Analysis and Anti-Displacement Strategy
- Novato, CA, 6th Cycle Housing Element Update, Rezoning and Inclusionary Housing Ordinance
- Rancho Cucamonga, CA, Economic Development Strategic Plan
- San Bernardino, CA, General Plan Economics and Land Use Element
- Santa Maria, CA, Market and Fiscal Analysis, Economic Element
- St. Helena, CA, Inclusionary Housing Ordinance
- Woodland, CA, 6th Housing Element Update



PAST WORK EXPERIENCE

Metropolitan Research and Economics

Santa Monica, CA, Principal, Director and Owner
2009 - 2020

City of South Pasadena, CA

Director, Planning and Building
2018 - 2019

City of Santa Cruz, CA

Manager of Special Projects, Economic
Development
2014 - 2017

Economics Research Associates

Los Angeles, CA, Principal
1996 - 2009

EDUCATION

University of California

Los Angeles, CA, Master of Arts, Geography and
Urban Planning

University of Wisconsin

Madison, WI, B.A., Geography and Classical
History

ACADEMIC EXPERIENCE

University of Southern California

School of Architecture, 2016 - 2019

Southern California Institute of Architecture

2001 - 2016

University of Michigan

School of Architecture, 2009 - 2010



JEN MURILLO, AICP

Director

Jen's career spans 17 years managing complex long-range planning and economic development projects and assuring the community's vision is reflected in the findings and preferred alternatives. She has successfully delivered specific plans, master plans, zoning code updates, housing element updates and fee programs on time and within budget.

Jen's strengths include a deep understanding of land use regulations and the implications of economic and fiscal performance. She has strong public engagement skills and experience grounded in maintaining open lines of communication, raising public awareness, and building relationships aimed at feasible implementation strategies. She understands our clients' needs and concerns from experience in the public sector.

She holds a Master of Business Administration from Indiana University and Bachelor of Arts degrees in Environmental Studies and Geography from University of California, Santa Barbara. Jen combines her MBA and public sector experience for a strategic and balanced approach to planning and the economics of land use.

Relevant Project Experience:

- Beaumont, CA, General Plan Update, Fiscal Impact Analysis, Housing Element Update 6th Cycle, and Zoning Code Amendments
- Beverly Hills, CA, Economic Sustainability Plan Update
- Guadalupe, CA, Mobility Revitalization Plan
- Hayward, CA, Downtown Specific Plan
- Huntington Beach, CA, Short-Term Rental Analysis
- Livermore, CA, General Plan Land Use Conversion Study Fiscal Impact Analysis
- Local Government Commission, Local Funding Guidebook
- Lompoc, CA, Zoning Code Update
- Long Beach, CA, Short-Term Rental Program
- Mammoth Lakes, CA, 2014-2019 Housing Element Update, General Plan Update, and Zoning Code Update
- Marin County, CA, Objective Design and Development Standards and Code Amendments
- Morgan Hill, CA, Monterey Corridor Analysis and Form-Based Code
- Paso Robles, CA, Beechwood Specific Plan
- Pismo Beach, Zoning Code/ Implementation Plan Update
- Pleasanton, CA, Housing Element Update 6th Cycle
- San Pablo, CA, Priority Development Area Implementation Plan
- San Gabriel, CA, Housing Element Update 6th Cycle and Implementation Programs
- Santa Maria, CA, General Plan Update and Fiscal Impact Analysis
- Temple City, CA, Housing Element Update 6th Cycle
- Vallejo, CA, Zoning Code Update
- Westerville, OH, Zoning Code Audit and Comprehensive Update



PAST WORK EXPERIENCE

- California Polytechnic State University
San Luis Obispo, CA, Part-time Faculty, 2018 - 2019
- Town of Mammoth Lakes, CA
Senior Planner
March 2014 - August 2015
- Town of Mammoth Lakes, CA
Associate Planner
December 2007 - February 2014
- Town of Mammoth Lakes, CA
Assistant Planner
June 2006 - November 2007

EDUCATION

- Indiana University
Bloomington, IN, Master of Business Administration
- University of California, Santa Barbara
B.A., Environmental Studies
B.A., Geography

CERTIFICATIONS & MEMBERSHIPS

- American Institute of Certified Planners
2015 - Present
- American Planning Association
2013 - Present
- Association of Environmental Professionals
2013 - Present

ANDREW DAVIDOV

Associate

LWC

Andrew brings strong technical writing, research, and analytical skills to LWC. He supports the team in reviewing, assessing, and summarizing zoning codes, specific plans, and housing policies and programs. His commitment to vibrant, equitable, and resilient communities acknowledges market forces, existing development patterns, and the voice of the people most impacted by planning decisions and practices.

His professional background includes five years at Repair the World in Brooklyn, NY and USC's METRANS Transportation Consortium.

Andrew holds a Master of Urban Planning and Master of Public Administration from the University of Southern California (USC), and holds a Bachelor of Arts degree in English, Rhetoric & Global Cultures from the State University of New York (SUNY) at Binghamton.

RELEVANT PROJECT EXPERIENCE:

- Alameda County, CA | Castro Valley General Plan Implementation
- Alameda County, CA | 6th Cycle Housing Element Update
- Beaumont, CA | Zoning Code Update
- Coachella, CA | 6th Cycle Housing Element Update
- Columbus, OH | Zoning Code Update
- Cypress, CA | Inclusionary Housing Ordinance and Fee Modification Study
- Khaybar, Saudi Arabia | Khaybar Master Plan & Economic Analysis
- La Quinta, CA | Highway 111 Form-Based Code
- Lompoc, CA | Housing Market Analysis
- Long Beach, CA | ADU and SB 9 Ordinances
- Los Altos, CA | 6th Cycle Housing Element Update
- Millbrae, CA | Objective Design Standards
- Norco, CA | Industrial Zone Amendments and Economic Development Plan
- Novato, CA | 6th Cycle Housing Element Update
- Palmdale, CA | Zoning Code Update
- Park City, UT | Land Management Code Amendments
- Portola Valley, CA | Zoning Code Update
- Rancho Cucamonga, CA | Civic Center Master Plan Economic Analysis
- Rancho Cucamonga, CA | Comprehensive Development Code Update
- Richmond, CA | 6th Cycle Housing Element Update
- Riyadh, Saudi Arabia | Riyadh Urban Code
- Santa Maria, CA | 6th Cycle Housing Element Update
- Saratoga, CA | Objective Design Standards
- Seal Beach, CA | 6th Cycle Housing Element Update
- Seal Beach, CA | Objective Design Standards
- South San Francisco, CA | Zoning Code Update and Form-Based Code
- St. Helena, CA | Zoning Code Update
- Tehachapi, CA | 6th Cycle Housing Element Update



PAST WORK EXPERIENCE

City of Torrance

Management Aide & Planning Intern
August 2021 – December 2021

City of Palm Springs

Planning Intern
May 2021 – August 2021

Repair the World

Program Manager | Brooklyn, NY
June 2019 – September 2020

EDUCATION

University of Southern California

M. of Urban Planning | Los Angeles, CA
M. of Public Administration

State University of New York at Binghamton

B.A., English, Rhetoric & Global Cultures

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)

2021 - Present

American Society for Adaptation Professionals

2020 - Present

3. COMPARABLE EXPERIENCE

CODE AUDIT AND UPDATE

LWC

MARIN COUNTY

Development Code Amendments, Sign Code Audit and Update

STATUS:

Complete

TIMEFRAME:

2016 - 2017

BUDGET:

\$41,925

REFERENCE:

Jeremy Tejirian, AICP
Planning Manager
Community Development
Agency
3501 Civic Center Drive
San Rafael, CA 94903
(415) 473-3798
JTejirian@marincounty.org

LWC was retained by the County of Marin to complete targeted amendments to the County's Development Code, including updates to the Sign Code.

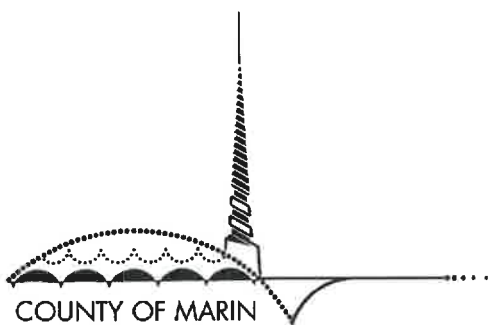
The primary purpose of the amendments was to address high priority issues which focused on signage, slaughterhouses and poultry farms, community gardens, camping, and telecommunications. The project began with focused interviews with staff members followed by a preliminary analysis memorandum. Objectives of the Code Amendments were to modernize standards and allowed uses, improve clarity of procedures and requirements, and comply with legal mandates while preserving the character of Marin County.

Working in close consultation with County staff, LWC developed definitions and standards for uses that were previously not addressed in the Development Code.

In addition, LWC conducted a detailed analysis and update of the Sign Code considering the content-neutral standard set by the *Reed v. Town of Gilbert* Supreme Court ruling.

Wireless telecommunications facilities standards were also revised to comply with updated legal requirements, including FCC shot clock standards.

Each of the amendments was adopted, concurrent with staff recommendations, by the Marin County Board of Supervisors.



LWC

CITY OF VACAVILLE

Land Use and Development Code Audit and Update

STATUS:

Adopted February 8, 2022

TIMEFRAME:

Phase 1: September 2018 – June 2019

Phase 2: June 2019 – February 2022

BUDGET:

\$359,028

REFERENCE:

Peyman Behvand
Planning Manager
Development Director
City of Vacaville
650 Merchant Street
Vacaville, CA 95688
(707) 449-5332
peyman.behvand@cityofvacaville.com

LWC completed an audit and update of the City of Vacaville's Land Use and Development Code, a two-phase effort to update the Code and repurpose it as a flexible, effective, user-friendly tool to implement the General Plan. Phase 2 began shortly after the Audit was approved unanimously by the City Council. The objective of the project was to produce user-friendly zoning and subdivision regulations that provide clear direction on the City's vision and to facilitate high quality development by making standards clear and objective, streamlining review processes, and incorporating flexibility.

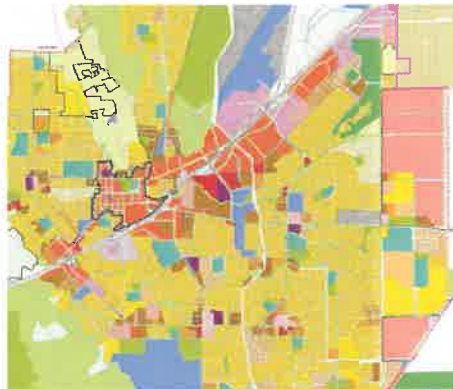
Vacaville's Land Use Development Code was last updated in 1996 and has seen many amendments. While this approach worked in the short term, it has led to inconsistencies, omissions and duplications. These shortcomings have made the code difficult to use and interpret and have not generated the kind of development that Vacaville has targeted for the future. The City addressed these deficiencies as part of their 2015 General Plan Update by updating their development code as a

priority project. The City Council's vision for the code update emphasized local economic development and attracting high quality projects. The vision went further to identify key goals:

- Flexibility
- Accommodation of modern land uses
- Compliance
- Pinpoint chapters in the General Plan that require updating
- Improved organization, structure

Based on direction in the Code Audit, LWC updated, modernized and streamlined the subdivision and zoning regulations; reorganized the code in a clearer, more consistent, and easier to use format; and established a code that was capable of implementing the goals and vision in the General Plan. LWC's final task was to develop a Handbook describing the City's new code and its relationship to the General Plan.

The Planning Commission unanimously approved the updated code in January 2022. The City Council unanimously adopted the code on February 8, 2022.



LWC

COUNTY OF ALAMEDA

Ashland and Cherryland Business District Specific Plan and Code Update

STATUS:

Adopted 2015

TIMEFRAME:

2013 - 2015

BUDGET:

\$530,000

REFERENCE:

Rodrigo Orduña
Assistant Planning Director
Alameda County
224 W. Winton Ave, Ste 111
Hayward, CA 94544
(510) 670-6503
rodrigo.orduna@acgov.org

PARTNERS:

Fehr and Peers, Seifel
Consulting, Inc., JWC
Urban Design, Local
Government Commission,
MJB Consulting, Opticos
Design, inc., and Rincon
Consultants, Inc.

AWARD:

American Planning
Association (APA),
Northern California Section:
Excellence in Economic
Planning and Development,
2016.

PLAN:

Adopted in December 2015,
the Ashland and Cherryland
Business District Specific
Plan can be viewed [here](#).

LWC was hired by the County of Alameda, to update the Ashland and Cherryland Business District Specific Plan (Plan). The Plan Area focused on two key economic corridors through unincorporated Alameda County.

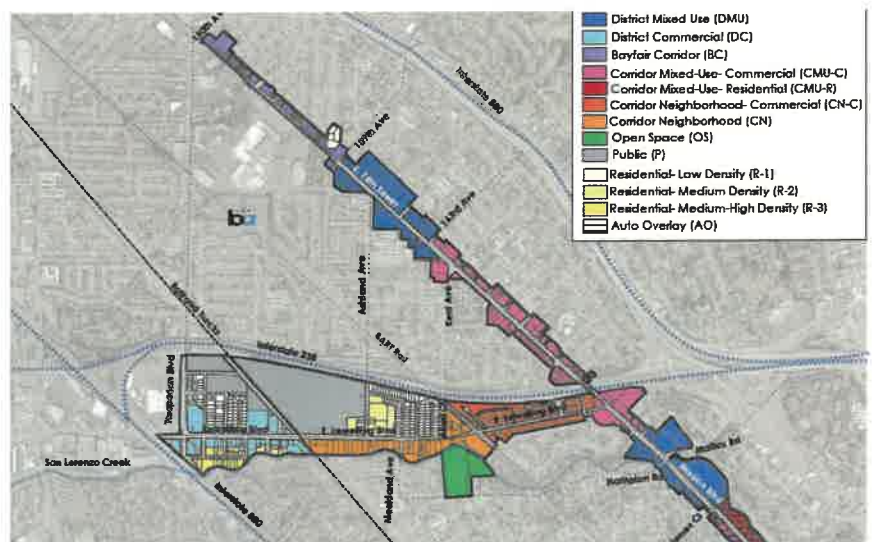
The primary objective of the Plan was to bring about economic revitalization of an auto-dominated corridor that had experienced population loss, steep decline in retail and service-oriented businesses, and disinvestment. In collaboration with the County, LWC developed a detailed market-based implementation plan that emphasized proximity to the BART stations, built upon the area's rich history, and incentivized catalytic projects.

LWC initiated the project by evaluating community profile and market conditions, updating land use

and economic development policies, and preparing new zoning regulations with conventional and form-based elements.

The Plan Area is bookended by the Bay Fair BART station and the San Leandro BART Station, two of the busiest non-urban stops on the entire BART line and served by local bus connections with AC Transit. The Plan accentuated higher density and better connectivity near the stations aimed at increased ridership and reduced reliance on automobiles in accordance with SB 375 and AB 32.

The Final Plan was adopted unanimously by the Alameda County Board of Supervisors on December 8, 2015.



LWC

CITY OF MORGAN HILL

Monterey Corridor Market and Land Use Capacity Study

STATUS:

Adopted February 2019

TIMEFRAME:

2017 - 2019

BUDGET:

\$54,500

REFERENCE:

Adam Paszkowski, CPD

Principal Planner

City of Morgan Hill

Development Services

Department

City of Morgan Hill

17575 Peak Avenue

Morgan Hill, CA 95037

(408) 310-4635

adam.paszkowski@morganhill.ca.gov

LWC was hired by the City of Morgan Hill to complete a Market and Land Use Capacity Study for the Monterey Corridor (Project). The Project was conducted in phases, focusing on three segments of the Monterey Corridor (Study Area).

The vision for Morgan Hill's downtown core has largely been realized and attracted investment in new businesses, public spaces, streetscape improvements, and compact, mixed-use development. The Project targets 3 segments outside the downtown core where development has not occurred in a cohesive manner, there has been little new investment, and existing land uses do not favor new development.

In the first phase, LWC completed a comprehensive market and land use inventory and capacity analysis, based on an assessment of citywide demographic, economic, and development trends; an evaluation of

existing and future commercial uses and likelihood of locating in the Study Areas. Phase 1 included an analysis of the commercial space necessary to support market demand in the Study Areas.

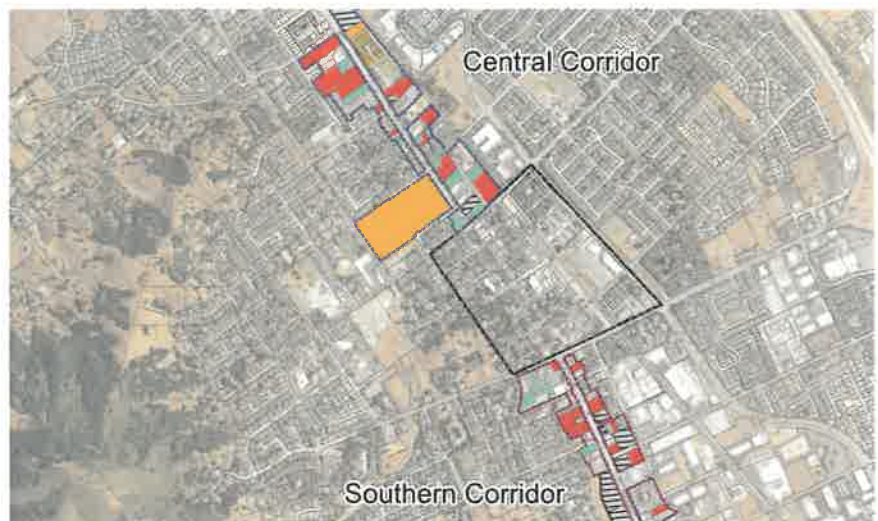
In Phase 2, LWC prepared implementation alternatives aimed at greater density, mixed-use and synergies among the downtown core and study areas. Final recommendations include development standards aimed at commercial and retail uses, and higher density residential development.

As a result of the direction set in the Project, the City adopted two Monterey Road "Block-Level" master plans in February of 2019, and the Project continues to inform the implementation of form-based code standards. In March 2020, the City hired LWC to develop a form-based code funded by the SB-2 program.

Monterey Corridor Market and Land Use Capacity Study
Underutilized Parcels Map

- Northern Corridor - Railroad overcrossing to City limits
- Central Corridor - Main Avenue to the railroad overcrossing
- Southern Corridor - Dunne Avenue to Butterfield Boulevard
- Vacant Parcels
- Low Improvement/Land Value (Imp/Land Value Ratio < 1)
- Using less than 20% of Floor Area Ratio (FAR)
- Underutilization Combined (Low Improvement/Land Value & Using less than 20% of FAR)
- DTSP Boundary

Data Source: City of Morgan Hill, 2017; LWC, 2017



LWC

CITY OF MERCED

Bellevue Community Plan

STATUS:

Adopted April 2015

TIMEFRAME:

2011 - 2015

BUDGET:

\$142,000

REFERENCE:

David B. Gonzalves
Development Services
Director (**Former**)
City of Merced

Assistant Director (**Current**)
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
(831) 758-7396
david.gonzalves@ci.salinas.ca.us

AWARD:

American Planning
Association (APA), Central
California Chapter: Small
Jurisdiction Outstanding
Planning Award, 2015.

PLAN:

Adopted in 2015, the Plan
can be viewed online:

<https://www.cityofmerced.org/home/showpublisheddocument/8608/637066804540730000>

LWC was hired by the City of Merced to prepare the Bellevue Community Plan (BCP) to guide development for 1,600 acres of undeveloped land adjacent to the UC Merced campus (the first U.S. research university of the 21st Century) and several miles north of the downtown. The area is envisioned to support services for the rapidly growing UC campus community and provide a range of housing types, commercial and office spaces, and public facilities.

Given the intent of the project was to plan for a City where there is currently a blank slate, the BCP focused on community-driven urban design concepts, form-based code framework, circulation plan, and a comprehensive market analysis. The outcome achieved a harmonious, locally calibrated relationship among design, economics, and the public realm. The extensive public outreach program consisted of stakeholder interviews, technical and citizen advisory committee meetings, a multi-day design charrette, and several public hearings. Plan preparation and community outreach was completed in

a highly collaborative effort between the City and Consultant Team.

The BCP establishes a planning framework that strikes a balance between certainty and flexibility by anchoring key land uses while allowing their size to adapt to changing market conditions in response to economic growth and the expansion of UC Merced. While the BCP provides a broad range of uses and densities that could occur, it emphasizes the foundational building blocks of street connectivity, functional mobility choices, active and passive recreation open space corridors and bikeways, gateway street designs, and attractive business park settings to create a great sense of place with investment certainty.

The Merced City Council unanimously adopted the BCP in April 2015 and it received a State APA Award for Outstanding Plan. At the adoption hearing, Mayor Stan Thurston commented that “the whole process should be an example of the right way to engage the public.”



LWC

CITY OF BEVERLY HILLS

Economic Sustainability Plan Update

STATUS:

Adopted May 2021

TIMEFRAME:

January 2019 - May 2021

BUDGET:

\$174,000

REFERENCE:

Laura Biery
Sustainability Manager
(Former)
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210

Economic Development
Director (Current)
City of West Hollywood
(323) 848-6828
lbierly@weho.org

LWC was hired by the City of Beverly Hills to lead an update to the City's 2011-2015 Economic Sustainability Plan (ESP). The key objective of the ESP Update is to develop an action plan aimed at guiding economic development decisions and the investment of resources over the proceeding five years. The ESP Update emphasizes measurable strategies that promote economic resiliency, provide flexibility to adapt to changing economies and industries, and ensure a diverse revenue stream to fund City expenditures. The action plan features metrics and indicators to track the effectiveness of specific strategies and overall success of the ESP Update.

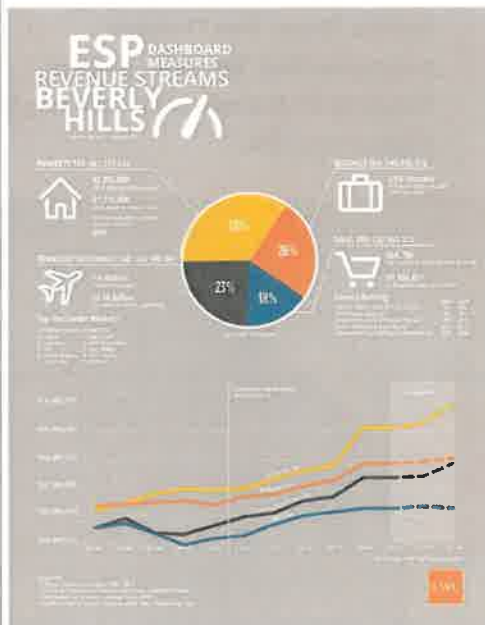
LWC worked closely with City staff, conducting interviews with City Departments to assess effectiveness of existing ESP programs and initiatives. LWC also conducted interviews with key stakeholders, including the Chamber of Commerce, Conference and Visitors Bureau, Rodeo Drive Committee, and

Councilmembers. Detailed analysis of market conditions and City revenue data included spatial assessment and mapping to understand performance of various areas of Beverly Hills.

Additionally, the project included an economic and fiscal impact analysis of special events (i.e., Beverly Hills Open Later Days (BOLD), Golden Globes, and Vanity Fair Oscar Party), to understand the return on investment for expenditures and in-kind contributions for these events.

Based on the findings from the community outreach, market and financial analysis, LWC prepared actionable policy recommendations that included readjusting sales tax, TOT and business license tax forecasts, identifying government support programs, enabling outdoor dining and entertainment, and supporting online retail strategies.

The Beverly Hills City Council adopted the Economic Sustainability Plan in May 2021.



LWC

CITY OF SAN LUIS OBISPO

Economic Development Strategic Plan

STATUS:

Adopted December 2012

TIMEFRAME:

February 2012 - October 2012

BUDGET:

\$49,700

REFERENCE:

Michael Codron
Community Development
Director (**Former**)
City of San Luis Obispo

Interim Community
Development Director (**Current**)
Community Development
Department
955 Shasta Avenue
Morro Bay, CA 93442
(805) 772-6291
mcodron@morrobayca.gov

TEAM:

Metropolitan Research &
Economics
Seifel Consulting

LWC was hired by the City of San Luis Obispo to prepare a five-year Economic Development Strategic Plan. The Plan provides strategies to address the City's major economic goals, including creating more "head-of-household" jobs, leveraging the strengths of: educational institutions, capacity for commercial development, vibrant downtown, business clusters, a healthy community, and establishing steps to attain the city's economic vision.

LWC initiated the project with public outreach and economic analysis to examine opportunities, challenges, trends in demographics, market resources, and existing and potential partnerships in the community. The analysis also included an extensive evaluation of the City's development review process and fees.

The Plan prioritized strategies by time frame and includes metrics for measuring the success of each strategy. LWC worked closely with

City staff to incorporate data and findings from previous local economic development projects and to engage property owners, business owners, developers, educators, special interest groups, civic leaders, and elected officials.

As a result of the 2012 Economic Development Strategic Plan, the City has implemented several programs, including the formation of a Development Review Team and a Continuous Improvement Group aimed at being more proactive and streamlining the development review and approval process. Additionally, the Plan has guided the evaluation and prioritization of goals in the Capital Improvement Plan, including reconsidering impact fees. The Plan's strategies also led to the establishment of the SLO Hot House business incubator, a City-Cal Poly partnership, which spawned over 10 new businesses and created over 46 new jobs.





CITY OF SANTA MARIA

Market Analysis, Fiscal Analysis and Economic Element of General Plan

ECONOMIC AND FISCAL/FINANCING MECHANISMS

STATUS:

Anticipated adoption Fall 2023

TIMEFRAME:

January 2020 - Fall 2023

BUDGET:

\$263,750

REFERENCE:

Dana Eady
Planning Division Manager
City of Santa Maria
110 South Pine Street
Santa Maria, CA 93458
(805) 925 -0951
deady@cityofsantamaria.org

TEAM:

Raimi & Associates

LWC was hired as part of the General Plan Update Team to lead the Market Analysis, Fiscal Analysis, and Economic Development Element Update for the City of Santa Maria. This effort sought to better enable the City to consider fiscal costs/benefits and economic opportunities/constraints in the General Plan Update and once the Plan is in place.

LWC worked closely with the City to understand market trends, demographic shifts, and technological changes that have impacted affordability, investment, and perception in Santa Maria. This research also identified key industrial sectors in the City (agriculture, tourism, logistics, regional retail, and technology) and potential opportunities and constraints to supporting and growing these sectors. Additionally, LWC assessed underutilized commercial and industrial land within the City Limits to inform the development of land use alternatives.

As part of the analysis, LWC assessed preliminary Land Use Alternative Concepts and Policy Option Topics, which were summarized along with key economic indicators (e.g., total homes, total jobs, jobs/housing balance, retail square foot per household, etc.). LWC then prepared population and

employment projections based on the buildout of potential alternatives and conducted a fiscal analysis of potential alternatives divided into five-year increments within the 20-year planning horizon. Combined with feedback from City Staff and the community, findings from this analysis informed the development of the preferred land use alternative for the General Plan Update.

Building on LWC's Market and Economic Background and Existing Conditions findings, LWC updated the Economic Development Element, which featured goals, policies, and implementation measures aimed at improving Santa Maria's competitiveness, ability to attract new investment, facilitating expansion and retention of existing businesses, and improving the vitality of commercial, industrial and agricultural-related land uses. The Economic Development Element also included fiscal goals, policies, and implementation strategies aimed at capitalizing on the relationship between economic policies and development patterns on the financial performance of the City.

The General Plan and Economic Element are scheduled to be adopted in Fall 2023.



LWC

TUOLUMNE COUNTY

Agritourism Market Study

STATUS:

Complete

TIMEFRAME:

May - July 2018

BUDGET:

\$15,000

REFERENCE:

Quincy Yaley, AICP
Assistant Director Community
Resources Agency -
Development
County of Tuolumne (former)
Director - Community
Development Department
County of Tuolumne
(current)
(209) 533-5961
qyaley@co.tuolumne.ca.us

PARTNER:

Ascent Environmental, Inc.

LWC was hired by Tuolumne County to conduct an Agritourism Industry and Growth Forecast Study (Project). The Project was aimed at testing the performance of provisions in the draft updated General Plan that allow for the expansion of agritourism operations. The County has developed a critically important tourist economy and is working closely with the community to address concerns on environmental conservation and compatibility of visitor/working landscape uses.

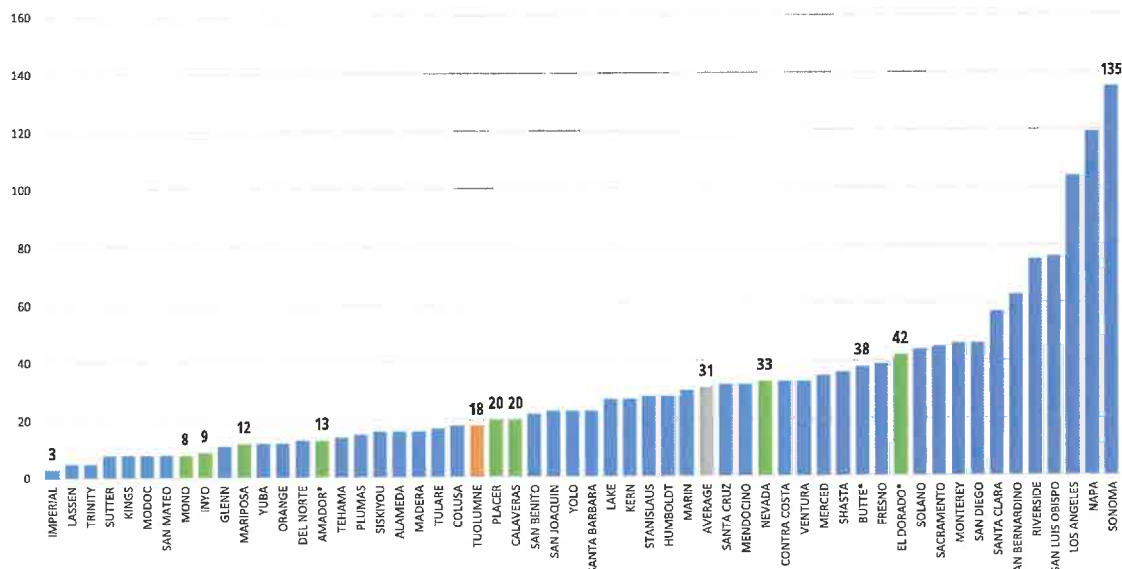
LWC initiated the study with a comprehensive assessment of the size of the current agritourism industry in the county and comparative analysis of the local and state agritourism operations and economy. The county has a relatively high number of farms engaged in agritourism, 4.6% to the state's 2.2%. Based on historic growth rates, the county could have between

46 and 85 agritourism operations in 2040, a significant increase from 18 operations in 2012. LWC also conducted case studies of three California counties, Amador, Butte and El Dorado, and developed industry forecasts on growth which the County used to refine and support goals, policies, and programs in the General Plan.

"Agritourism is defined herein as farms that report income from "recreational services such as hunting, fishing, farm, or wine tours, hay rides, etc."

The study was completed on time with an expedited schedule and within budget. In January 2019, the County certified the General Plan EIR and adopted an ordinance enabling the expansion of agritourism activities.

Number of Farms Engaged in Agritourism by County (2012): California



LWC

SAN LUIS OBISPO COUNTY

Agriculture Cluster Subdivision Ordinance Economic Study

STATUS:

Complete

TIMEFRAME:

July - December 2010

BUDGET:

\$20,000

REFERENCE:

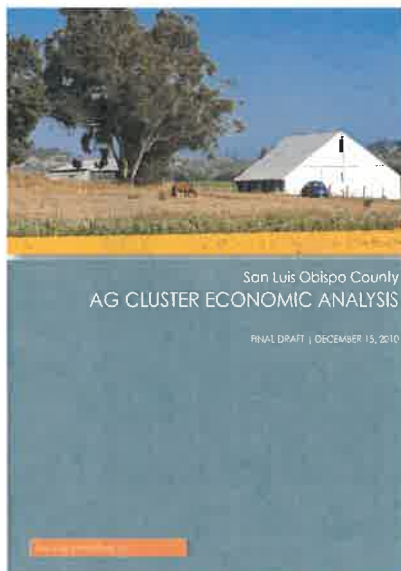
Bill Robeson
Deputy Director **(Former)**
San Luis Obispo County
1055 Monterey Street
San Luis Obispo, CA 93408
(805) 781-5000
brobeson@co.slo.ca.us

City Manager **(Current)**
City of Arroyo Grande
300 W Branch St
Arroyo Grande, CA 93420
(805) 473-5485
brobeson@arroyogrande.org

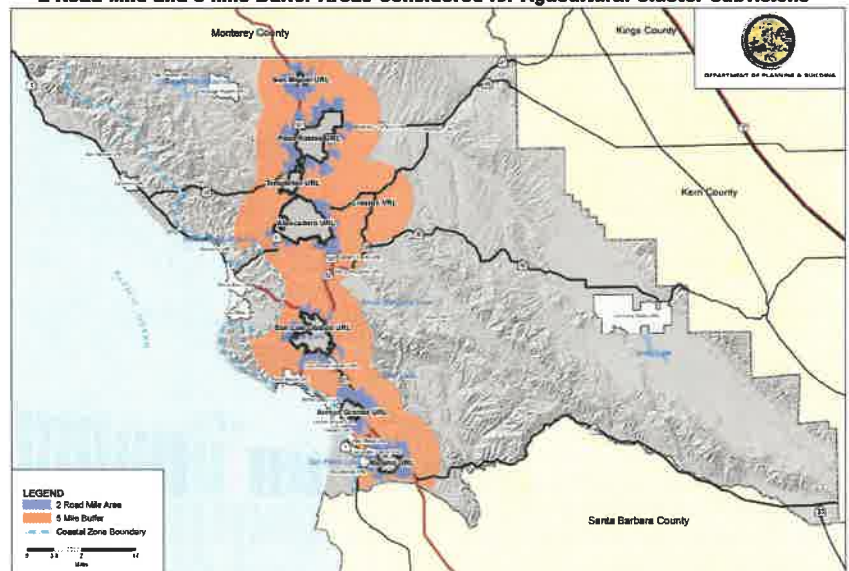
LWC was hired by the County of San Luis Obispo, California to conduct the Economic Study for the Agricultural Cluster Subdivision Ordinance. The work included a full assessment of the costs associated with rural development in areas that are removed from public services and utilities. The work also included an assessment of fees exacted for such developments, impacts on farmers, land values, crop mix and productivity, lending practices in the agriculture sector, as well as case studies of other agricultural communities. The project was intended to give decision makers a comprehensive view of the economic impacts of the policy change.

Findings on the potential impacts of the proposed amendments to the Agricultural Cluster Ordinance include:

- Positive net impact on the agricultural economy.
- Potential to increase marketability of homes in agricultural cluster subdivisions.
- Reduce the cost of providing public infrastructure and services.
- Amendments would have little or no impact on the overall County economy
- Concluded that rural development is costly, considering roads, water, sewer and service delivery.



2-Road Mile and 5 Mile Buffer Areas Considered for Agricultural Cluster Subdivisions



4. METHODOLOGY AND SCOPE OF WORK

Proposed Methodology

Understanding of the Assignment

Solano County has a complex and varied geography. Incorporated cities stretch along the I-80 corridor from Vallejo on San Pablo Bay out to Dixon in the Sacramento Valley. In between each of the incorporated cities, the County has land use authority and economic development objectives for the critical interchanges that are being analyzed in this planning effort. Each of the interchanges has significantly different characteristics and potential functions for the neighboring communities and the economy of Solano County as a whole.

The objective of this assignment is to understand the development potential systematically and carefully to prepare a land use and implementation strategy that is most appropriate to each interchange to expedite development without necessitating a ballot measure for General Plan amendments. These strategies will need to be sensitive to the complexity of the County's geography, and LWC will consider the structure of land use in the County as a whole emphasizing connections between incorporated communities and unincorporated Solano County.

Methodology

LWC will begin the study by conducting a series of analyses on the background and existing conditions for the interchanges. The background analyses will assess the current conditions of the interchanges, local and regional market trends for different land uses, and infrastructure constraints. Key factors to be assessed will include land values, recent transactions, leasing and sales data general plan, and General Plan programs.

During this phase of the project, LWC will also engage the public through a community workshop and focus groups involving residents, local businesses, developers, County staff, and other stakeholders. Feedback gathered through community outreach will help inform and interpret the various analyses for the background report.

Relying on the background analysis, LWC will draft a recommendations report for the eight highway interchanges. The recommendations will describe the highest and best land uses for the interchanges through a framework of typologies that are tied to the economic geography of the County and its role in the Bay Area regional economy. Potential typologies may include:

1. Undeveloped interchanges that should or would best remain rural.
2. Undeveloped interchanges that can add development focused on highway services or other appropriate uses.
3. Developed interchanges on the urban fringe that can be intensified.
4. Developed interchanges on the urban fringe with limited opportunities for redevelopment.

Scope of Work

Task 1: Program Administration

1.1 Kick-Off Meeting and Project Schedule. LWC will facilitate a virtual kick-off meeting with County staff to establish project management and communication protocols, refine the scope of work and schedule, review data needs, and clarify roles and responsibilities. Following the kickoff meeting, LWC will work with the County to finalize the project schedule. The schedule will include a clear and detailed project timeline with key milestones for outreach events and submission of draft and final deliverables.

1.2 Project Management and Team Meetings. LWC will establish regular calls with County staff to ensure ongoing coordination, assess progress, and make adjustments to the project as needed. Management of the project, communications with the County, and progress tracking will be included in this task.

LWC will create and submit an Interim Report that summarizes project progress by the percentage of each task complete and percentage remaining as well as budget used and remaining. The report will also confirm the date of each deliverable submitted as of January 26 and identify the dates of the remaining deliverables.

Deliverables

- *Project Kick-Off Meeting Summary Memo*
- *Project Schedule*
- *Interim Report Submission (January 26, 2025)*

Task 2: Background Report

LWC will provide a Background Report that assesses the current conditions, opportunities, potential challenges, and development capacity of the eight interchanges. The report will incorporate the findings in Tasks 2.1, 2.2, and 2.3.

2.1 Land Use Analysis. For each of the 8 interchanges, LWC will analyze General Plan policies and zoning district allowances including potential impacts, benefits, and consequences of potential land use changes supported by detailed maps and diagrams.

2.2 Infrastructure Analysis. LWC will conduct a high-level analysis of existing and potential traffic and

utilities for each interchange, factoring in the recent amendments to the General Plan's language relating to MSAs (Municipal Service Areas). The analysis will assess the present and planned capacity of public facilities, including the adequacy of public services such as water, sewer, emergency services, and infrastructure systems, and evaluate the potential extension of adjacent municipal services. LWC will also analyze current and projected traffic patterns for each interchange, and propose solutions to optimize accessibility and minimize congestion, ensuring smooth integration with existing transportation networks.

2.3 Market Analysis. LWC will profile the market area for each interchange, which will include an analysis of existing market conditions (including inventory of existing businesses), economic activity, and demographics. LWC will also examine the potential for workforce housing, agriculture, retail, office, industrial and warehousing distribution, and mixed-use developments.

Deliverable

- *Background Report*

Task 3: Recommendations Report

LWC will provide a Recommendations Report that incorporates the findings in Tasks 3.1, 3.2, and 3.3 and provides detailed policies and objects detailing potential next steps for each interchange identified as economically feasible. Recommendations will be aligned with broader strategic planning and development initiatives.

3.1 Land Use Scenarios. Based on the findings of the Background Report (Task 2), LWC will identify interchanges with the greatest development potential and the optimal land uses for each interchange with consideration of infrastructure constraints. LWC will provide high-level conceptual land use maps for each interchange. These recommendations will include General Plan or zoning amendments, as deemed necessary.

3.2 Financing Tools. LWC will describe potential financing tools and other strategies to support the development of the interchanges and ongoing provision of services considering current financial resources,

funding sources, and long-term financial sustainability. Funding strategies may include the establishment of a special district such as an enhanced infrastructure financing district (EIFD) or a community service district (CSD).

3.3 Shared Services Opportunities Analysis. LWC will analyze potential opportunities to share services with other local jurisdictions and agencies within the Study Area. The analysis will identify which services would be feasible to share and the potential benefits such as enhanced efficiency and cost savings. LWC will also provide recommendations for implementing the sharing of services.

Deliverables

- *Recommendations Report Admin Draft*
- *Recommendations Report Public Review Draft*

Task 4: Community Outreach and Public Hearings

4.1 Community Workshop (1). LWC will facilitate one public workshop to inform and engage the community about the project and solicit feedback on potential land use changes. This workshop will conform the protocols of the County's Community Involvement Policy (CIP) as appropriate.

4.2 Focus Groups (2). LWC will conduct up to two focus groups with County staff, residential and commercial developers, property owners, business owners/operators, and other interested parties within the interchange plan areas. LWC will summarize the process and outcomes of the community outreach in a summary memo.

4.3 Public Hearings or Study Sessions (3). LWC will attend up to three public hearings or study sessions with the Planning Commission or Board of Supervisors to present findings or gather input.

Deliverable

- *Community Outreach Summary Memo that will serve as a Community Involvement Report (CIR) reflecting the input from both the community workshop and summarizing the focus group findings.*

Optional Task

LWC will work with the County to identify additional tasks, as needed, to support the project. This includes engaging a traffic planning and engineering firm to provide more detailed traffic analysis. The options for the traffic analysis range from a qualitative assessment to a more complete analysis of forecasts and traffic operations. Options to consider:

Qualitative Assessment. More detailed assessment of previous plans and studies and potential growth per the latest MTC RTP/SCS by a traffic engineer. This work would be approximately \$25,000.

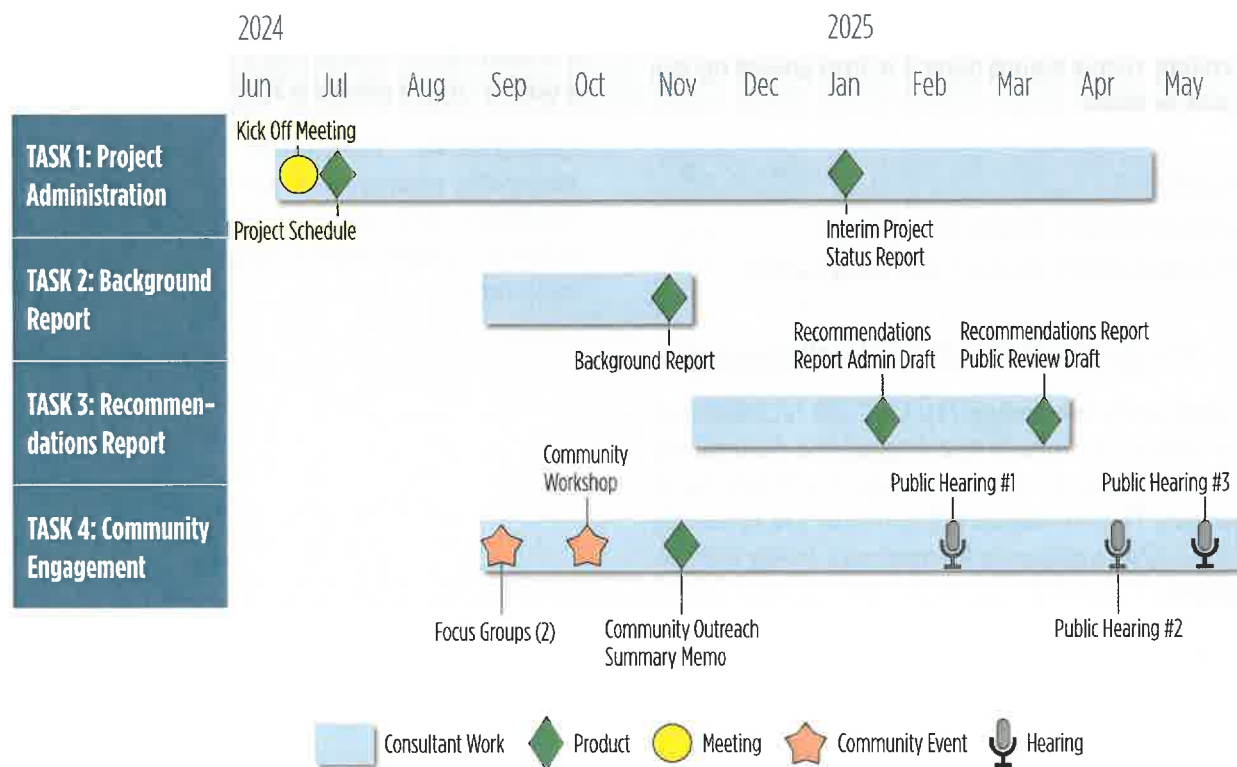
Quantitative Evaluation. Quantitative forecasts and traffic operation of each interchange for existing conditions and one future scenario (e.g., 2040 or 2050). This work would be approximately \$25,000 per interchange.

5. PROJECT TIMELINE AND BUDGET

City of Solano

Highway Interchange & Economic Development Study

Project Timeline



Solano County - Highway Interchange & Economic Development Study
 Prepared by Lisa Wise Consulting, Inc
 April, 2024



LWC										
	Principal		Director		Senior Associate		Associate		Total	
	\$297		\$250		\$195		\$160			
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
PROJECT NAME										
TASK 1	Program Administration									
1.1	Kick-off Meeting and Project Schedule	\$ -	8	\$ 2,000	8	\$ 1,560	8	\$ 1,280	24	\$ 4,840
1.2	Project Management and Team Meetings	\$ -	12	\$ 3,000	12	\$ 2,340	12	\$ 1,920	36	\$ 7,260
SUBTOTAL - TASK 1		- \$ -	20	\$ 5,000	20	\$ 3,900	20	\$ 3,200	60	\$ 12,100
TASK 2	Background Report									
2.1	Land Use Analysis	1 \$ 297	12	\$ 3,000	20	\$ 3,900	20	\$ 3,200	53	\$ 10,397
2.2	Infrastructure Analysis	- \$ -	12	\$ 3,000	24	\$ 4,680	24	\$ 3,840	60	\$ 11,520
2.3	Market Analysis	1 \$ 297	12	\$ 3,000	16	\$ 3,120	16	\$ 2,560	45	\$ 8,977
SUBTOTAL - TASK 2		2 \$ 594	36	\$ 9,000	60	\$ 11,700	60	\$ 9,600	158	\$ 30,894
TASK 3	Recommendations Report									
3.1	Land Use Scenarios	1 \$ 297	10	\$ 2,500	24	\$ 4,680	24	\$ 3,840	59	\$ 11,317
3.2	Financing Tools	1 \$ 297	12	\$ 3,000	12	\$ 2,340	12	\$ 1,920	37	\$ 7,557
3.3	Shared Services and Opportunities Analysis	1 \$ 297	10	\$ 2,500	16	\$ 3,120	12	\$ 1,920	39	\$ 7,837
SUBTOTAL - TASK 3		3 \$ 891	32	\$ 8,000	52	\$ 10,140	48	\$ 7,680	135	\$ 26,711
TASK 4	Community Outreach and Public Hearings									
4.1	Community Workshop (1)	\$ -	20	\$ 5,000	24	\$ 4,680	24	\$ 3,840	68	\$ 13,520
4.2	Focus Groups (2)	\$ -	8	\$ 2,000	12	\$ 2,340	16	\$ 2,560	36	\$ 6,900
4.3	Public Hearings/Study Sessions (3)	\$ -	24	\$ 6,000	12	\$ 2,340	8	\$ 1,280	44	\$ 9,620
SUBTOTAL - TASK 4		- \$ -	52	\$ 13,000	48	\$ 9,360	48	\$ 7,680	148	\$ 30,040
Project Total		5 \$ 1,485	140	\$ 35,000	180	\$ 35,100	176	\$ 28,160	501	\$ 99,745
Optional Tasks										
Traffic Analysis (Estimated Range to be discussed with County)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$10,000 - \$20,000	

6. PROJECT MANAGEMENT APPROACH

LWC has a 17-year history of delivering projects on time and within budget. Our approach to managing projects relies on:

Careful Scheduling. LWC will work very closely with County staff from the kickoff and throughout the project to ensure there is a shared understanding and expectation on the scope, timeline, budget, milestones, communication protocol, regular progress meetings, outreach events, and review and approval protocol.

Coordination With the Client. LWC will work with the County to schedule regular meetings (online) to assess progress, review deliverables, and discuss next steps, and strategies to address potential efficiencies and obstacles before they arise.

Tracking Project Progress, and Budget. LWC uses a powerful online time management platform, BigTime, to track, archive, review, assess, and report on projects

by hour, employee, task, and subtask. BigTime also enables LWC to assign and forecast capacity and identify and schedule the appropriate staff for the appropriate tasks throughout the project.

QA/QC of All Deliverables. LWC's methodology also ensures that no draft deliverables will be submitted to the County until they have been completely vetted by our team. Lisa Wise, AICP (President) will review work material only after David Bergman (Director) and Jennifer Murillo (Director) have had the opportunity to review and edit drafts. Also, at our regular internal meetings, we will discuss and evaluate progress relative to our deliverables and prepare for regularly scheduled calls with the County. Combined, this will ensure all deliverables will be complete, correct, within the scope of services, and meet and exceed the County's expectations.

As a firm, we are dedicated to the following principles on all of our engagements:



Equity. Ensures that the benefits and burdens of the new code are shared across the community, expand opportunities for affordable housing and affordable commercial space, and support a diversity of businesses.



Viability. Fosters development that supports county goals for housing, employment growth, vibrant commercial centers and business districts while considering market forces, economic feasibility and fiscal performance.



Quality. Assures standard of excellence that retains value, is long lasting, and responds to context and character of neighbor-hoods, corridors, and districts.



Context. Responds and enhances to the unique character of neighborhoods, corridors, centers, and districts.



Predictability. Offers a high degree of control and assures alignment with expectations of development outcomes for the County, property owners, businesses, and the development community.



Flexibility. Able to accommodate reasonable adjustments to assure positive outcomes and community compatibility over time.



Clarity. Be easy to understand for community members, developers, and County officials and staff, and enable consistent interpretation at the planning counter.

7. INSURANCE COVERAGE AND LIABILITY POLICES

LWC carries robust General Liability, Auto, Worker's Compensation Insurance that is renewed annually. Please refer to the Generic Certificate of Liability Insurance Certificate included as part of this proposal. LWC will provide a more specific Certificate (with County named as an "Additional Insured" and other County requirements) before the start of the project.



LISAWIS-01

BOTCERTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0305584 Morris & Garritano Insurance Agency, Inc. PO Drawer 1189 San Luis Obispo, CA 93406		CONTACT Megan Chew PHONE (A/C, No, Ext): (805) 543-6887 341 FAX (A/C, No): (805) 543-3064 E-MAIL: mchew@morrisgarritano.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Sentinel Insurance Company	11000
		INSURER B: Ohio Security Insurance Company	24082
		INSURER C: Oak River Insurance Company	34630
		INSURER D: Twin City Fire Insurance Company	29459
		INSURER E:	
		INSURER F:	

INSURED

 Lisa Wise Consulting, Inc.
 983 Osos Street
 San Luis Obispo, CA 93401

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		51SBABA5314	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAS56524792	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	LWCS24575	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		51PG028245723	4/1/2024	4/1/2025	Per Claim & Agg. 2,000,000
D	Professional Liab.		51PG028245723	4/1/2024	4/1/2025	Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Proof of Insurance.

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

8. DISCLOSURE OF CONFLICTS OF INTEREST

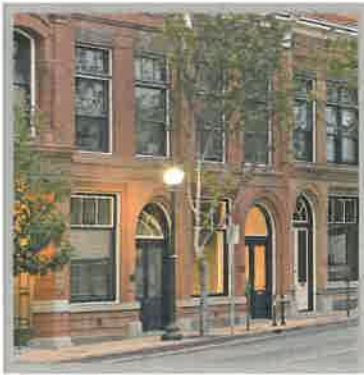
As the President and CEO, I attest that Lisa Wise Consulting, Inc. has no familial, fiduciary, or personal relationships in Solano County that would create a real or perceived conflict of interest.

Sincerely,



Lisa Wise, AICP
President, CEO
Lisa Wise Consulting, Inc.

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SAN LUIS OBISPO



SAN FRANCISCO



LOS ANGELES



EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

Total Compensation under this Contract will not exceed \$99,745 without additional authorization from County. Only mutually agreed upon work for which the County has provided additional written authorization to perform will be compensated. Authorized reimbursements shall be based on Attachment A, *County of Solano – Highway Interchange and Economic Development Study – Response to Request for Proposals*, dated April 11, 2024, which is incorporated by reference.

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal
injury and property damage, or the full per
occurrence limits of the policy, whichever is
greater. If Commercial General Liability
insurance or other form with a general
aggregate limit is used, either the general
aggregate limit shall apply separately to this
project/location or the general aggregate limit
shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property
damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion

and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-

employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this

Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano

County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

