

APPROVED
BOARD OF SUPERVISORS
by Reso No 2024-0012
JAN 09 2024
BY *Florence Jones*
CLERK OF THE BOARD

COUNTY OF SACRAMENTO
CALIFORNIA

For the Agenda of:
January 9, 2024

To: Board of Supervisors
Through: Ann Edwards, County Executive
David Defanti, Deputy County Executive
From: Crystal Bethke, Director
Office of Economic Development
Subject: Authorize Agreement With HR&A Advisors, Inc. For Services
Associated With Creation Of An Economic Development
Strategic Plan For Sacramento County
District(s): All

RECOMMENDED ACTIONS

1. Approve selection of HR&A Advisors, Inc. to provide services associated with creation of an Economic Development Strategic Plan for Sacramento County.
2. Adopt the attached Resolution authorizing the Director of the Office of Economic Development, or designee, on behalf of the County of Sacramento, to negotiate, execute, administer, amend for non-monetary changes and for monetary changes up to 10 percent of the total value of the agreement, and terminate, in a form approved by County Counsel, an agreement with HR&A Advisors, Inc. for economic development strategic plan services in the amount of \$300,000, and to sign other ancillary documents as required in connection with the agreement, and to do and perform everything necessary to carry out the purpose of the Resolution.

BACKGROUND

An Economic Development Strategic Plan for Sacramento County was last prepared with a planning horizon beginning in 2014 and ending in 2017 (2014 EDSP). The plan is out of date and a new Economic Development Strategic Plan (EDSP) is needed to provide a framework for prioritizing investments and allocating resources to support equitable economic growth and job creation in Sacramento County and will help ensure that Sacramento County remains

competitive and relevant in a rapidly changing environment. To address the need for a new plan, the Office of Economic Development (OED) recently released a Request for Proposals. OED had intended to initiate a new plan far earlier, but since 2020, OED resources have been focused on mitigating the negative economic impacts associated with the COVID-19 Pandemic.

On July 26, 2023, OED released a Request for Proposals to seek consultants interested in producing an EDSP and Implementation Plan. A non-mandatory pre-proposal webinar was held for interested parties on August 10, 2023. OED received proposal submittals from twelve proposers prior to the submission deadline of 5:00 p.m. on August 28, 2023.

The twelve proposals were reviewed and evaluated between August 29, 2023, and September 22, 2023, by six internal and external Economic Development experts (Proposal Reviewers), including staff from OED, County Department of Environmental Management (EMD), the Greater Sacramento Economic Council (GSEC), the Sacramento Employment and Training Agency (SETA), and the California Capital Financial Development Corporation/Sacramento Valley Small Business Development Center. The top three ranked proposers were interviewed by a six-member Panel on October 5, 2023, and October 6, 2023, with the Panel members representing OED, EMD, County Department of Community Development and SETA. The Panel recommended HR&A Advisors, Inc. (HR&A) to be awarded the contract, and a Notice of Intent to Award was issued on October 20, 2023.

HR&A is an economic development consulting firm with four decades of experience crafting economic development solutions. California clients have included counties (Los Angeles, Ventura, San Francisco), thirty cities (including Sacramento, Riverside, San Diego), and associations (Sacramento Area Council of Governments). In October 2023, HR&A partner-in-charge Judith Taylor gave the keynote speech at the Sacramento Livability Summit hosted by Valley Vision.

HR&A's proposal (Proposal) and the proposed agreement for economic development strategic plan services (Agreement) are presented in Attachments 1 and 2. Board approval of HR&A and the Agreement will allow the County and HR&A to commence activities associated with the EDSP. Staff anticipate that these activities will occur over a period of approximately nine to twelve months beginning in January 2024.

HR&A will provide the following services, as described in the Proposal Work Plan and Deliverables. This community-based approach and plan will be crafted with stakeholder input and will provide action steps, corresponding

target timelines and metrics to gauge success.

- Project Recon, Kickoff, and Project Management: Review current and past economic development plans and initiatives, and interview OED leadership.
- Existing Conditions Analysis: Analyze existing conditions, County demographics, target industries, economic competitiveness, equity along geographic and racial/socioeconomic dimensions, and OED organizational structure.
- Stakeholder and Community Engagement: HR&A will leverage community partners as engagement advisors, including Sacramento Building Healthy Communities as well as other partners to be added. HR&A will work with OED and outreach partners to create an engagement plan. The engagement plan will seek to include a wide variety of stakeholders in the EDSP process, including representatives of the diverse rural and urban countywide business community, small businesses, major industries, Black, Indigenous, and People of Color - owned businesses, small business technical assistance providers, and other economic development focused Community Based Organizations. Stakeholder engagement will include stakeholder interviews, focus groups, themed community meetings, and a public workshop with the County Board of Supervisors.
- Economic Development Strategy and Implementation Roadmap: Conduct visioning workshop with OED and other County Departments, share national best practices, develop a set of strategies with an identified economic development vision and goal, and draft an Implementation Plan.
- Report Production: Prepare a final EDSP and Implementation Plan that can be shared with stakeholders. Create a public presentation and accessible community-focused summaries.

The Agreement has a maximum total payment amount of \$300,000, which is the estimate for the cost of HR&A provided services. To allow for unanticipated services and costs that may arise in connection with the EDSP, staff is recommending the Board authorize the Director of Economic Development to negotiate additional services and pricing, as needed and approved by County Counsel, up to 10 percent of the total agreement amount.

71-J Analysis

County Counsel has determined that these expenditure contracts are not

subject to Section 71-J of the Sacramento County Charter.

FINANCIAL ANALYSIS

No General Fund impact is associated with approval of the proposed agreement with HR&A. The Fiscal Year 2023-24 Adopted Budget includes the necessary appropriations in the budget for the Office of Economic Development.

Attachments:

Resolution

ATT 1: HR&A Proposal

ATT 2: Agreement For Economic Development Strategic Plan Consultant
Services

RESOLUTION NO. 2024-0012

**AUTHORIZE AGREEMENT WITH HR&A ADVISORS, INC. FOR
ECONOMIC DEVELOPMENT STRATEGIC PLAN CONSULTING SERVICES**

BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Sacramento, a political subdivision of the State of California, authorize the Director of Economic Development, or designee, on behalf of the County of Sacramento, to negotiate and execute an agreement with HR&A Advisors, Inc., in substantially the form attached and approved by County Counsel, with a maximum total payment amount of \$300,000, for Economic Development Strategic Plan Consulting Services (Agreement).

BE IT FURTHER RESOLVED AND ORDERED that the Board of Supervisors grant the discretion and authority to the Director of Economic Development, or designee, to negotiate and execute amendments to the Agreement in a form approved by County Counsel, including the addition of services and increasing the maximum total payment amount by up to 10 percent of the total agreement amount, to terminate the Agreement, to sign other ancillary documents as required, and to do and perform everything necessary to carry out the purpose of this Resolution.

Authorize Agreement with HR&A Advisors, Inc. for Economic Development
Strategic Plan Consulting Services
Page 2

On a motion by Supervisor Hume, seconded by Supervisor Desmond,
the foregoing Resolution was passed and adopted by the Board of Supervisors
of the County of Sacramento this 9th day of January, 2024, by the following
vote, to wit:

AYES: Supervisors Desmond, Frost, Hume, Serna, Kennedy

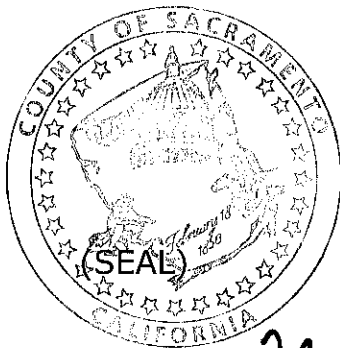
NOES: None

ABSENT: None

ABSTAIN: None

RECUSAL: None

(PER POLITICAL REFORM ACT (§ 18702.5.))



ATTEST:

Alorence Ewart
Clerk, Board of Supervisors

Paul Kirk

Chair of the Board of Supervisors
of Sacramento County, California

FILED
BOARD OF SUPERVISORS

JAN 09 2024

BY: *Alorence Ewart*
Clerk of the Board

In accordance with Section 25103 of the Government Code
of the State of California a copy of the document has been
delivered to the Chair of the Board of Supervisors, County
of Sacramento on *January 9, 2024*

By: *James Bennett*
Deputy Clerk, Board of Supervisors

Sacramento County **Economic Development Strategic Plan**

Sacramento County Office of Economic Development
Proposal in Response to 2023-RFP-0192 | Due August 28, 2023

Respondent: HR&A Advisors, Inc. (S Corporation)

Headquarters: 99 Hudson Street, 3rd Floor, New York, NY 10013 | (212) 977-5597
New York, Atlanta, Dallas, Los Angeles, Raleigh, and Washington, DC.

Project Contact: Judith Taylor, Partner-in-Charge, HR&A Advisors Inc.
700 S. Flower Street, Suite 2995, Los Angeles, CA 90017
jtaylor@hraadvisors.com | (310) 751-3466



Table of Contents

Cover Letter	1
Project Experience and References	4
Work Plan & Deliverables	7
Project Schedule	14
Project Team	15
Appendix A: Detailed Resumes	18
Appendix B: RFP Scope of Work & Proposal Work Plan Matrix	28

Ms. Jean Coleman

Office of Economic Development, County of Sacramento

700 H Street Suite 6750, Sacramento, CA 95814

Dear Ms. Coleman,

On behalf of **HR&A Advisors Inc.** (HR&A) and **Sacramento Building Healthy Communities (SacBHC)**, I am pleased to submit this proposal to create a comprehensive and actionable Economic Development Strategic Plan (EDSP) in partnership with the Sacramento County Office of Economic Development (OED).

HR&A is an industry-leading economic development consulting firm. We excel at advising clients on how to tackle the most complex regional challenges. Our economic development strategic planning work **spans regions** across California and the nation; we **build cross-cutting strategies and initiatives in** economic competitiveness, place-based prosperity, innovation acceleration, small businesses success, and economic development systems.

We have deep knowledge of economic development strategies and tools, from the boldest policy levers to streamlining procedures that improve efficiency. We thrive in the trenches with government leaders, reconfiguring operations and updating tools to meet today's challenges. In the Los Angeles region, HR&A delivered the first citywide economic development strategy for the **City of Los Angeles** and supported **LA County** to assess its countywide economic development service delivery, serving unincorporated communities and improving coordination among 88 separate cities to enhance the regional economy's cohesion.

We work at the intersection of economic competitiveness and shared prosperity across urban-rural geographies and racial lines. We supported **Santa Clara County** to develop a **Bay Area Agricultural Plan** - a regional framework to guide an eventual Agricultural Plan for the greater San Francisco Bay Area's foodshed. We advised **New York State** on its **statewide workforce strategy across rural and urban counties** to deliver maximum impact across widely varying jurisdictions.

We understand Sacramento and are deeply invested in the future of the county. HR&A's prior work in Sacramento and California provides us with a holistic understanding of the economic development ecosystem in Sacramento County and key challenges and opportunities. HR&A is currently supporting **Sacramento Area Council of Governments (SACOG)** to develop a framework for the new Engage, Empower, Implement (EEI) program for the six-county region, driving equitable development funding decisions. As part of this work, we met with **40 community-based organizations throughout the Sacramento Region** and engaged deeply in both **rural and urban issues**. Across the State, in partnership with PolicyLink, we are convening a broad coalition of philanthropic, academic, government, and community-based partners to democratize how economic development initiatives are funded, leveraging public resources like California's **Community Economic Resilience Fund (CERF)** program.

We understand that the OED needs more than a plan that 'sits on a shelf.' We will serve as thought partners on how to best use OED's levers, and strategic partners to help plan for the execution of your priorities. We are excited to continue our work in the Sacramento region in collaboration with OED and the County. Building on **Greater Sacramento Region Prosperity Strategy's** focus on tradable clusters, innovation,

talent, infrastructure, and governance, and the successful implementation of the **2014-2017 Economic Development Implementation Plan**, our approach will innovate beyond existing plans, center **Sacramento County’s unique strengths** in education, recreation, transportation infrastructure, its business-friendly environment, the potential of growth sectors such as clean energy, modern agriculture, and food industries, and deepen collaboration among regional stakeholders across rural and urban counties.

We look forward to discussing this opportunity with you. Should you have any questions about our proposal, please do not hesitate to contact us.

Confirmation of Sufficient Resources: I hereby confirm that HR&A Advisors has sufficient resources in personnel, equipment, and time to complete the scope of work detailed in this proposal if selected.

Sincerely,



Judith Taylor, Partner-in-Charge & Project Lead

HR&A Advisors



Kate Collignon, Senior Advisor

HR&A Advisors

*See below for **current client list** most relevant for this proposal.*

CA Regions & Institutions incl. Sacramento Area Council of Governments (SACOG), Southern California Association of Governments (SCAG), Chapman University, Santa Clara Valley Transportation Authority (VTA), California State University, University of California, San Diego State University, 1199 SEIU, & SEIU Local 2015. **CA Local Governments** incl. counties of Sacramento, Los Angeles, Ventura, San Francisco; cities of Brentwood, Carson, Chula Vista, Commerce, Compton, Culver City, Fresno,

Hayward, Lake Elsinore, Lancaster, Long Beach, Los Angeles, Martinez, Montclair,
Napa, Palmdale, Pasadena, Richmond, Riverside, Rolling Hills Estates, Sacramento,
San Carlos, San Diego, San Fernando, San Francisco, South Pasadena, Thousand
Oaks, Torrance, West Covina, West Hollywood.

Project Experience and References

North Sacramento Action Plan: MDP Forward Together

Client: City of Sacramento | Sacramento, CA | Ongoing | **Reference:** *Mikel Davila, Senior Development Project Manager: mdavila@cityofsacramento.org; 916.808.8506*

HR&A partnered with the City of Sacramento to create and implement a Commercial Corridor Action Plan for the Marysville and Del Paso Boulevard in North Sacramento. HR&A led an inclusive, multi-pronged engagement process to identify actions in four topic areas: Live, Work, Shop, and Experience. These actions were uplifted by the community for their potential to address longstanding economic challenges, revitalize the commercial corridor, and start addressing the historical and current impacts of structural racism and disinvestment in the neighborhood. The Action Plan was informed by an advisory group, surveys, outreach events, and a community town hall. HR&A prepared a historical land use and development context memo, developed an existing conditions report on the economic and demographic characteristics of the neighborhood, and analyzed potential gentrification and displacement pressures.

Economic Development and Business Recovery Action Plans

Client: City of Richmond | Richmond, CA | 2021 | **Reference:** *Shasa Curl, Deputy Mayor of Economic Development: shasa_curl@ci.richmond.ca.us; 510.620.6512*

On behalf of the City of Richmond, HR&A developed a plan to support business recovery from COVID-19 and a plan for long-term economic growth, incl. quantitative analysis of recovery resources and the economic and business impacts of COVID-19.

HR&A also interview BIPOC business and microbusiness owners to assess changing business needs and gaps in service provision. Based on findings, HR&A drafted a Short-Term Local Business Recovery Action Plan which focuses on near-term actions for the City and its partners to support Richmond businesses. As a second phase, HR&A conducted a deeper analysis culminating in a draft Business Investment and Attraction Strategy, and supported the implementation of plan recommendations.

Los Angeles Comprehensive Economic Dev. Strategy

Client: LA Econ. & Workforce Dev. Dept | Los Angeles, CA | 2018 | **Reference:** *Steve Andrews, Senior Policy Advisor: steve.andrews@lacity.com; 213.371.1410*

HR&A prepared the City's first citywide economic development strategy. HR&A conducted analyses of economic and workforce development initiatives and documented national best practices. These analyses laid the foundation for a needs assessment and SWOT analysis, also informed by input from roundtable sessions with stakeholders across the City and a widely-distributed online survey. The final strategy includes a comprehensive vision and overarching long-term goals to promote equitable and sustainable economic growth, and a detailed five-year implementation plan with actions to direct the City to make meaningful progress toward its vision and goals.

Grand Rapids Equitable Economic Development and Mobility Strategic Plan

Client: City of Grand Rapids | Grand Rapids, MI | 2020 | **Reference:** *Jono Klooster, Asst. Economic Development Director: jklooster@grcity.us; 616-456-3431*

HR&A developed an Equitable Economic Development and Mobility Strategic Plan to increase the economic mobility of residents, create higher paying jobs, and deliver safer, more accessible transportation options. HR&A worked with a steering committee

to vet potential strategies and determine priority initiatives. HR&A's work included assessing existing conditions to identify opportunities around business climate, real estate development, neighborhood business districts, entrepreneurship, and mobility.

UC Riverside Economic Impact & "Clean and Green" Industry Attraction Strategy

Client: UC Riverside | Riverside, CA | 2018 | **Reference:** *Rebecca Goldware, Vice Chancellor, rebecca.goldware@rccd.edu; 951.222.8000*

HR&A completed a two-part study, an economic impact analysis of UCR's operations plus an economic development and industry attraction strategy to bring "clean and green" industries to Riverside. HR&A analyzed UCR's quantitative and qualitative impacts; developed a strategy framework to capture growth in "clean and green" industries, and conducted stakeholder workshops with UCR faculty, staff, and community partners. The final strategy included initial actions, including public-sector initiatives and partnerships to support industry attraction and community-wide actions.

Work Plan & Deliverables

Task 1. Project Recon, Kickoff, & Project Management

1.1 Kickoff Meeting & Data Request | HR&A will work with OED to conduct a kickoff meeting to align project goals, timeline, format, and definitions of success. Following kickoff, HR&A will submit a data request to supplement publicly available data, which may include past plans & policies; legal/regulatory structures; existing implementation mechanisms; program evaluation reports; and other studies that might offer insight into Sacramento County.

1.2 Review of Relevant Reports/Plans and Economic Development Strategies |

HR&A will review current and past economic development plans in the County to inform an understanding of outcomes and impact of past efforts as well as gaps, limitations, and opportunities moving forward. In conjunction with this County-focused review, we will also conduct a scan of broader economic development initiatives and consider how they can be leveraged to amplify Sacramento County's existing strengths, fill gaps in underinvested areas, and best position the County. This will include analysis of the Sacramento Region Community Economic Resilience Fund (CERF), Greater Sacramento Region Prosperity Strategy, plans and initiatives by the Greater Sacramento Economic Council, and others in discussion with OED.

1.3 Project Overview Interviews with OED Leadership |

Following the completion of Tasks 1.1 (Project Kickoff) and 1.2 (Review of Relevant Plans) and in conjunction with Task 2 (Existing Conditions Analysis), HR&A will conduct up to four 1-on-1 interviews with OED leadership to dive deeper into the following: 1) What a compelling ESDP should entail; 2) OED's priorities for economic development, insights on challenges,

strengths, and opportunities, and how current and potential future efforts may impact them; and 3) the County's economic development ecosystem, including roles/responsibilities, capacity, and past/current partnership dynamics.

1.4 Ongoing Project Management | HR&A will work with OED to establish an appropriate meeting cadence. As appropriate, regularly scheduled project check-ins can be repurposed for milestone briefings.

Task 1 Deliverables: Kickoff meeting agenda & notes; Economic development plan synthesis; Interview summary; Project work plan; Check-in agendas & meeting notes.

Task 2. Existing Conditions Analysis | HR&A will conduct a comprehensive existing conditions analysis to lay the foundation for understanding Sacramento County's economic competitiveness and potential opportunities to drive economic growth and address inequities in the strategy development phase (Task 4). HR&A will use data from OED as well as public and private third-party sources including CoStar, Lightcast, ESRI, the U.S. Bureau of Labor Statistics, Census Bureau, and relevant CA sources. This analysis will incorporate insights from client discussions and engagement (Task 3).

2.1 Countywide Demographic & Economic Analysis | HR&A will analyze County demographic, economic, labor and workforce, market (incl. real estate), and fiscal data through the lens of access to opportunity across urban/rural, racial/ethnicity, and socioeconomic factors. As needed, we will create visually compelling maps/charts as snapshots of existing conditions and trends and use regional/national benchmarks to better understand the County's strengths and gaps.

2.2 Target Industry Analysis | HR&A will conduct an industry analysis to assess the composition, growth trajectory, and level of specialization of local sectoral clusters,

focusing on Sacramento County individually and the six-county region of El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba counties. We will examine opportunities to grow existing industries and identify nascent industries to attract based on the County's locational, economic, and workforce strengths. We will also identify sectors that support economic mobility, especially those that offer quality wages, do not require a four-year degree, and provide career pathways to people in low-paying jobs. Given the significance of agriculture in the County, HR&A will collaborate closely with Serena Unger, agriculture specialist and founder of Urban Rural Regional Strategies.

2.3 Economic Competitiveness Assessment & SWOT Analysis | Building on insights gathered from the OED and the analyses in Tasks 2.1 and 2.2, HR&A will conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of the County, focusing on its economic development capacity, growth trajectory, and competitiveness and reviewing current incentives and marketing/branding efforts.

2.4 Equitable Development Assessment | While an equity lens will be embedded throughout, we will conduct a focused equity assessment along geographic (in particular, urban/rural/unincorporated areas) and racial/socioeconomic dimensions. We will disaggregate data – e.g. income, access to jobs and education, workforce development investment, and other metrics to be defined together with OED – by race/ethnicity and geographic location to inform the identification of gaps and opportunities in underserved and disinvested communities.

2.5 OED Organizational Analysis | To ensure an actionable EDSP, HR&A will analyze current OED organizational structure to determine capabilities and gaps in staffing, capacity, and systems. This work will begin with a data request in Task 1.1 (Project

Kickoff), be incorporated in Task 1.3 OED Leadership Interviews), and continue throughout Task 2 (Existing Conditions Analysis). Informed by our work across the nation, HR&A will recommend ways to enhance OED structure to advance priorities.

Task 2 Deliverable: Draft EDSP Chapter on existing conditions.

Task 3. Stakeholder and Community Engagement | HR&A will incorporate engagement throughout the project, leveraging on-the-ground insights to inform Task 2 (Existing Conditions Analysis) and strategy development (Task 4). We will engage with a wide variety of stakeholders including representatives of the diverse rural and urban countywide business community, small businesses, BIPOC-owned businesses, small business technical assistance providers, and other economic development focused CBOs. Outreach efforts will involve the addition of partners to build out our existing outreach advisors. We will expect those additional partners to reach out to their members to invite them to meetings and focus groups and share updates about the project widely throughout their networks, which will ensure representation from the Sacramento County community, the overall business community and minority business communities. Additional partners may include but are not limited to small business-serving organizations such as technical assistance providers, local chambers of commerce and property business improvement districts, as well as minority-serving chambers of commerce. We will also include stakeholders that may be unveiled through earlier analytical tasks such as the Target Industry Analysis. HR&A will organize and evaluate the list of stakeholders to ensure that we are reaching appropriate representation of urban and rural Sacramento County. We will then work with our partners to plan meetings and schedule them, build the content for the meetings,

facilitate or work with community organizations to facilitate meetings, and prepare notes and takeaways. We will rely on the County and our outreach partners to provide locations for meetings.

3.1 Economic Development Ecosystem and Stakeholder Mapping | HR&A will take stock of public, private, civic economic development, workforce, small business, and community development ecosystem players in the County, and work with OED, our local partners, and other organizations to understand their strengths, priorities, and capacity to inform the development of an engagement plan (Task 3.2) and support the identification of implementation partners in Task 4.5 (Implementation Roadmap).

3.2 Engagement plan | In collaboration with OED and local partners, HR&A will develop an engagement plan that effectively serves project goals and considers the need to reach different layers of the community – from grassroots to grasstops and from rural to urban communities. It will include defined objectives and driving questions, a prioritized list of stakeholders, approach/tactics (e.g. cadence/mode of communication, formats & activities, forums for convening, feedback mechanisms, etc.), timeline, responsibilities, and a communications plan (if needed).

3.3 Stakeholder & Community Engagement | While engagement details will be developed in Task 3.2, it may include the following components: up to ten stakeholder interviews, up to six focus groups, three themed community meetings, and one public workshop with the County Board of Supervisors. The themes of the community workshops will be driven by the existing conditions analysis (Task 2) and initial stakeholder interviews, and may include sustainable growth and innovation, talent development, place-based investment, etc. Drawing from our experience facilitating

similar efforts elsewhere, the County may consider convening a steering committee of key regional and community stakeholders to balance broad-based perspectives and decision-making efficiency. We will also discuss resource requirements for engagement wraparound support with OED – e.g. language access, childcare, supplemental virtual/online engagement - to lower barriers of participation.

Task 3 Deliverables: Engagement plan; Engagement materials (incl. agendas, presentation materials, notes, etc.); Summary of engagement outcomes and findings.

Task 4. Economic Development Strategy & Implementation Roadmap

4.1 Visioning workshop with OED & Other County Departments | Toward the end of Task 2 (Existing Conditions Analysis) and in conjunction with Task 3 (Engagement), HR&A will conduct a visioning workshop with OED leadership, staff and other relevant County departments to translate insights from OED leadership interviews, preliminary findings from the existing conditions analysis, and initial stakeholder engagement feedback into a forward-looking vision for the next five years. In this workshop, HR&A will facilitate the discussion in three parts: narrative building, draft vision, and economic development goal setting. These draft economic development vision and goals will lay the foundation for the EDSP.

4.2 National Best Practices | Drawing from HR&A's national economic development experience, we will profile up to four national best practice examples tailored to the needs and opportunities of Sacramento County, including counties encompassing urban/rural and unincorporated areas. While the selection of best practices is driven by opportunities, challenges, and priorities emerged in prior tasks, they will likely provide

models on governance, program/policy design, public-private partnerships, and implementation tactics.

4.3 Economic Development Strategy Development | Bringing together insights from Task 2 (Existing Conditions Analysis), Task 4.1 (Visioning Workshop), Task 3 (Engagement), and Task 4.2 (Best Practices), HR&A will then develop a set of strategies in collaboration with OED that animate the shared economic development vision and goals identified. These strategies may range from specific projects that deliver early wins, policy initiatives that reflect longer-term aspirations, to coalition building and advocacy efforts.

4.4 Implementation Roadmap | HR&A will further ground the economic development vision, goals, and strategies developed in prior tasks through a detailed and actionable Implementation Roadmap to serve as a guide for staff charged with implementation, including:

- Timeline and Prioritization: A prioritized list of initiatives based on their potential impact, feasibility, alignment with vision and goals, and strength of collaboration and external support. This will also include projecting to allow OED to focus on advancing the most critical areas given resource availability and dependencies.
- Roles & Responsibilities: Assignment of responsibilities for each initiative, and an initiative point person/organization based on organizational analysis.
- Metrics for Success: Performance metrics tied to identified projects/initiatives (incl. equitable development metrics) to measure success and investment outcomes.
- Funding and Resources: High-level resource requirements such as order-of-magnitude budget, personnel, strategic partnerships, or resources needed.

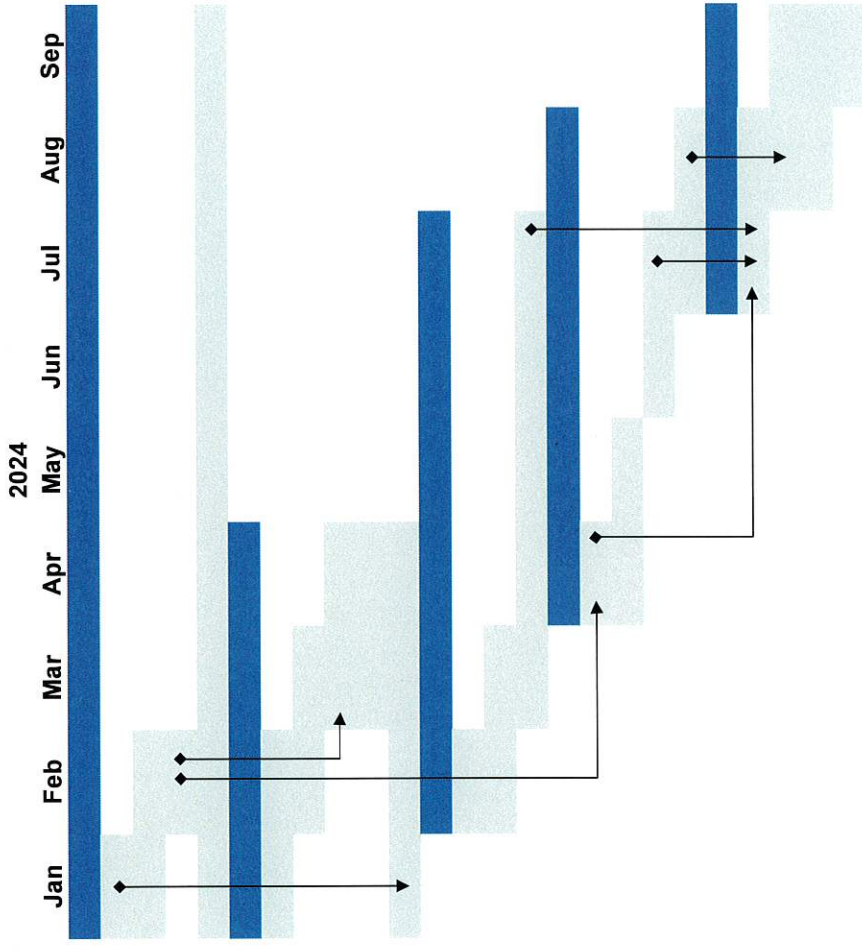
Task 4 Deliverables: Visioning Workshop agenda & notes; Draft EDSP Chapters on economic development vision, goals, priorities, & strategies; Draft Implementation Plan

Task 5. Report Production: EDSP & Implementation Plan | HR&A will incorporate drafted chapters into one cohesive report with all required components. The report will include a compelling executive summary that can be shared widely with stakeholders, and will create a public presentation and accessible community-focused summaries. HR&A will incorporate one consolidated round of County comments.

Task 5 Deliverables: Draft/ Final EDSP (incl. technical appendix); Draft/Final Implementation Plan; Presentation deck; community-focused summaries, as needed.

Project Schedule

HR&A proposes to complete the work described above in accordance with the schedule below.



Task 1: Project Recon, Kickoff, & Project Management

- 1.1 Kickoff Meeting & Data Request
- 1.2 Review of Relevant Reports/Plans and Economic Development Strategies
- 1.3 Project Overview Interviews with OED Leadership
- 1.4 Ongoing Project Management

Task 2: Existing Conditions Analysis

- 2.1 Countywide Demographic & Economic Analysis
- 2.2 Target Industry Analysis
- 2.3 Economic Competitiveness assessment & SWOT analysis
- 2.4 Equitable Development Assessment
- 2.5 OED Organizational Analysis

Task 3: Stakeholder and community engagement

- 3.1 Economic Development Ecosystem and Stakeholder Mapping
- 3.2 Engagement Plan
- 3.3 Stakeholder & Community Engagement

Task 4: Economic Development Strategy & Implementation Roadmap

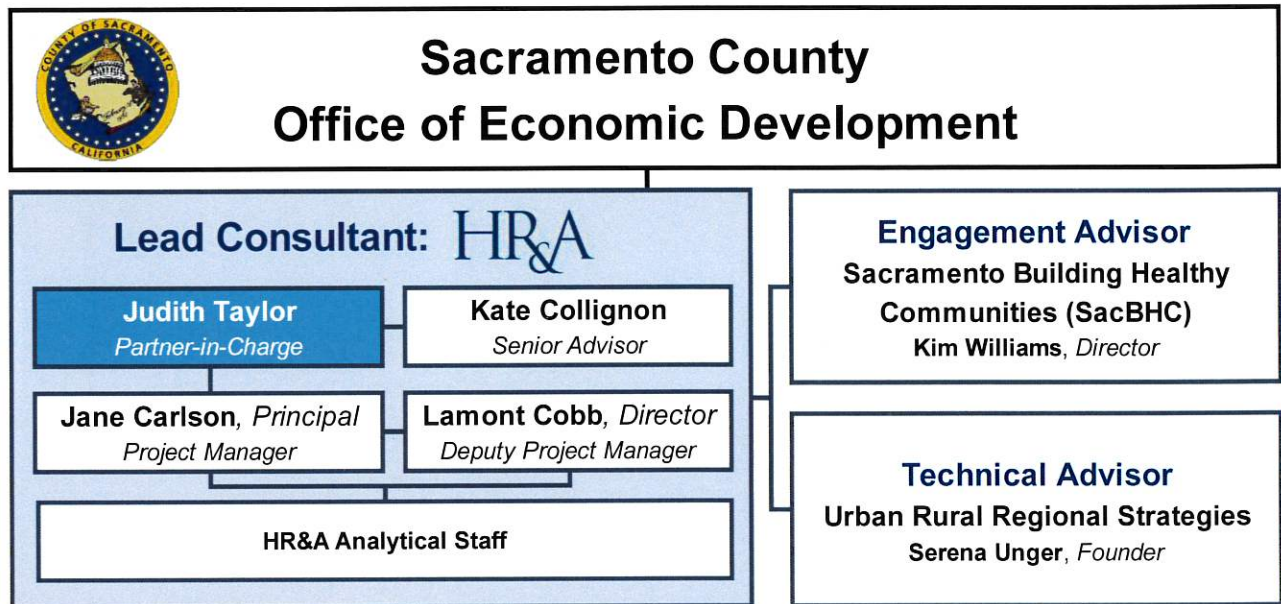
- 4.1 Visioning Workshop with OED Leadership, Staff, and Other County Departments
- 4.2 National Best Practices
- 4.3 Economic Development Strategy Development
- 4.4 Implementation Roadmap

Task 5: Report Production: EDSP & Implementation Plan

- Final EDSP
- Final Implementation Plan
- Presentation
- Supporting Materials

Project Team

HR&A will serve as lead consultant, led by HR&A Partner Judith Taylor in collaboration with Senior Advisor Kate Collignon and supported by a project manager, deputy project manager, and analytical staff based out of our Los Angeles Office. HR&A will oversee outreach and will facilitate up to ten stakeholder interviews, up to six focus groups, three themed community meetings, and one public workshop with the County Board of Supervisors. HR&A will leverage community partners as engagement advisors, including **Sacramento Building Healthy Communities (SacBHC)** as well as other partners to be added. **Urban Rural Regional Strategies (URRS)** will serve as technical advisor on rural and agricultural issues.



Firm Overview:

HR&A has four decades of experience crafting economic development solutions that are both visionary and pragmatic **at all scales** across a wide variety of communities in type and size. HR&A’s experience encompasses a **wide breadth of economic development services**, including comprehensive strategy; sectoral strategies; toolkit and

policy analysis; economic development organizational structuring; workforce and talent development strategies; and place-based revitalization strategies that enhance regional competitiveness and drive private investment.

SacBHC is a collaborative of organizations committed to racial equity and the improvement of employment opportunities, education, housing, neighborhood safety, environmental conditions, foods access, etc. As a **well-known and trusted coalition of community-based organizations, residents, and other stakeholders**, SacBHC brings together direct service providers and community organizers and has a deep network and infrastructure to convene collaborators in Sacramento County. SacBHC worked closely with Sacramento County to establish the Healthy Partners program to provide healthcare for undocumented residents and create a community oversight board, and helped implement a new County Commission charged with reforming the Medi-Cal system in the County. SacBHC is currently serving as a partner in the Sacramento region of the state's California Jobs First (previously CERF) program, conducting outreach and engagement on workforce and economic development throughout both Sacramento and Yolo counties. Previously, SacBHC partnered with the Sacramento Region Community Foundation to lead youth engagement in 2020 Census outreach, and co-led resident engagement for the Stockton Boulevard Revitalization plan for the City of Sacramento. This breadth of knowledge and connections across issues ranging from healthcare to youth to economic development provides unparalleled reach throughout the county.

Urban Rural Strategies offers multidisciplinary advisory in local and state planning policy, **climate action, agricultural land and natural resource conservation, and economic and community development.**

Brief project team bios can be found below, with full resumes in Appendix A.

Judith Taylor | Partner-in-Charge, HR&A

Judith brings 20 years of experience in inclusive economic development strategy and place-based investments. She specializes in leading forward-looking market and economic analyses that help public and private clients identify and implement transformational, yet achievable, real estate development strategies. From revitalization and placemaking strategies to economic development, Judith is focused on advancing public sector goals and unlocking opportunities for public-private partnership. With an expertise in economics, her work has balanced feasibility with delivering innovative community benefits. **Relevant Experience:** *SACOG Engage, Empower, Implement, Sacramento (CA); Richmond Economic Development Plan, Richmond (CA); North Sacramento Action Plan, Sacramento (CA) West Covina General Plan Update (CA).*

Kate Collignon | Senior Advisor, HR&A

Kate Collignon draws on over 20 years of public and private sector experience in her work to shape and manage implementation of equitable downtown, waterfront and neighborhood revitalization strategies; to craft district and campus plans that fuel innovation and economic development; and to provide integrated development management services that help non-profit and academic institutions achieve their mission-based and financial goals. Prior to joining the firm, Kate served as Senior Vice President for large-scale planning and development initiatives with the New York City Economic Development Corporation. **Relevant Experience:** *Inclusive Economic Development and Implementation Advisory for Resilient by Design, North Richmond (CA); Build Back Better Regional Challenge: Equitable Economic Development Planning and Application Support, Nationwide.*

Jane Carlson | Principal, HR&A

Jane brings a breadth of experience, analytical expertise, and project management skills to HR&A's economic development projects. With over a decade of experience in urban revitalization and redevelopment, Jane integrates the needs and wants of communities and the public and private sectors to develop mutually beneficial strategies in support of urban transformation. Currently, Jane is managing a downtown revitalization strategy for Torrance, CA, identifying opportunities for growth, evaluating market and financial feasibility, engaging stakeholders, and supporting implementation. **Relevant Experience:** *West Santa Ana Branch Strategic Implementation Plan, Los Angeles County (CA); Creating the Case for Federal Support of the BART Silicon Valley Extension, Santa Clara (CA).*

Lamon B. Cobb | Director, HR&A

Lamont has eight years of experience in local government through economic development, transportation, housing, and engagement work. His experience centers equity and inclusion for communities of color around complex urban planning and development issues. Prior to joining HR&A, Lamont worked for LA Councilmember Harris-Dawson, D.C. Office of Planning, Metropolitan Washington Council of Governments, and Arlington County (VA). Lamont's practice focuses on projects that recognize injustice in

existing systems and center equity and inclusion for all. **Relevant Experience:** *Los Angeles County Alternatives to Incarceration Pilot; Equity Agenda and Policy Action Plan for Working Partnerships USA, San Jose (CA)*

Kim Williams | Director, SacBHC

Kim is a results-oriented and transformational non-profit executive who led a multi-year advocacy and systems change place-based initiative funded by The California Endowment, and is responsible for executing the strategic vision, coordinating multiple initiatives, conducting training, overseeing communications, and collaborating with over 40 organizations in Sacramento. Kim has demonstrated the ability to work effectively with statewide, regional, and local organizations and has 25 years of experience working with diverse communities to address health disparities and racial justice issues. **Relevant Experience:** *Sacramento Investment without Displacement; SacBHC Community Development Action Team; Boys and Men of Color Summit.*

Serena Unger | Founder, Urban Rural Regional Strategies

With over 20 years of experience, Serena Unger has expertise in land conservation and the economic viability of regional agricultural economies in connection to other community priorities such as housing, water, equity, and climate. Serena has recently provided technical and outreach advisory to agencies and community organizations to over a dozen California counties, and produced award-winning Sustainable Agricultural Land Conservation Program (SALC) planning grant applications and projects. **Relevant Experience:** *Sustainable Agricultural Lands Conservation; Bay Area Regional Agricultural Plan Framework; Mariposa County Working Lands Conservation Plan.*

Appendix A: Detailed Resumes



Judith Taylor | Partner

Judith brings 20 years of experience in real estate, land use, and inclusive economic development strategy. She specializes in leading forward-looking market and economic analyses that help public and private clients identify and implement transformational, yet achievable, real estate development strategies. From revitalization and placemaking strategies to transit oriented development, Judith is focused on advancing public sector goals and unlocking opportunities for public-private partnership. With an expertise in economics, her work has balanced feasibility with delivering innovative community benefits.

Pronouns: She/Her/Hers

Education

Harvard University, John F. Kennedy School of Government, Master in Public Policy and Urban Planning, 2002
Stanford University, Bachelor of Arts, Economics, 1999

Work Experience

HR&A Advisors, Inc., 2013 – Present
Pro Forma Advisors, Partner, 2011 – 2013
Economics Research Associates, Senior Associate, 2005 – 2011
Lenders for Community, Development/Opportunity Fund, Loan Officer, 2002 – 2005
City of Ontario, Redevelopment Agency, Intern, 2000

Affiliations

Abode Communities, Board Member
Westside Urban Forum, Board Member
American Planning Association, Member
Urban Land Institute, Member
Women's Transportation Seminar, Los Angeles Chapter, Member

North Sacramento Action Plan

On behalf of the City of Sacramento, led the creation of a Commercial Corridor Action Plan for the Marysville and Del Paso Boulevard in North Sacramento. The Plan included an inclusive, multi-pronged engagement process to identify clear, focused actions in four topic areas: Live, Work, Shop, and Experience. The Action Plan was informed by community perspectives captured through the leadership of a community advisory group, surveys, outreach events, and a community town hall. HR&A prepared a historical land use and development context memo, developed an existing conditions report on the economic and demographic characteristics of the neighborhood, and analyzed potential gentrification and displacement pressures. The next phase of work will include implanting the prioritized actions.

SACOG Engage, Empower, Implement (EEI), Sacramento, CA

On behalf of Sacramento Area Council of Governments (SACOG), led HR&A's creation of a program structure for the Engage, Empower, Implement (EEI) Funding Program. EEI supports community-based projects by involving the most affected community members in identifying planning needs. HR&A and AIM Consulting collaborated with over 40 diverse CBOs over several months. The engagement process included touchpoints like a CBO roundtable, survey, focus groups, and a feedback session. HR&A prioritized equity by engaging underrepresented groups, accommodating schedules, and compensating participants. This led to the EEI Program Framework, outlining grant guidelines, and partnering best practices, ensuring the program's mission fulfillment.

Richmond Economic Development Plan, Richmond, CA

On behalf of the City of Richmond, developed a plan to support business recovery from COVID-19 and a plan for long-term economic growth. Led quantitative analysis of available recovery resources and of the economic and business impacts of COVID-19 in Richmond. Interviewed business owners and other stakeholders to assess changing business needs and gaps in service provision for Richmond's businesses prior to and as a result of the COVID-19 pandemic. Focused on reaching diverse businesses including BIPOC-owned businesses and microbusinesses. Based on outreach findings, worked with the City and the Economic Development Commission to draft a Short-Term Local Business Recovery Action Plan which focuses on near-term actions for the City and its partners to support Richmond businesses. Then led a deeper analysis of longstanding demographic, economic, and business trends and opportunities in Richmond. Produced a draft Business Investment and

Attraction Strategy to support equitable economic growth and opportunity for Richmond businesses and residents.

University of California Riverside Economic Impact Analysis and Attraction Strategy, Riverside, CA

For the University of California, Riverside (UCR), completed a two-part study, which included an economic impact analysis of University operations and the development of an economic development and industry attraction strategy to bring new “clean and green” industries to Riverside. Analyzed the quantitative and qualitative impacts of UCR and developed a strategy framework to capture growth in “clean and green” industries, which will leverage the University’s research strengths and the California Air Resources Board’s planned University-adjacent testing facility. Conducted stakeholder workshops, regional research and analysis of comparable university efforts. Final strategy framework included initial actions, public-sector initiatives and partnerships that will support industry attraction and community-wide economic development.

West Covina General Plan Update, CA

Managed the detailed economic program preparation for the City of West Covina General Plan with a focus on the Central Business District (CBD). Conducted the market feasibility analysis focused on the CBD area for commercial office, retail, and residential uses. Built from the findings of the market analysis, identified key opportunities and obstacles in the City and formulated a CBD area economic development implementation program.

Wilkesburg Anti-Displacement Strategy, Wilkesburg, PA

On behalf of the Wilkesburg Community Development Corporation (WCDC), developed a baseline framework to understand how steady population loss has affected the Borough of Wilkesburg, a suburb of Pittsburgh, PA, and the impact of high taxes and low levels of service on economic development. HR&A was retained to study the potential for Wilkesburg resident and business displacement as a result of a merger with the City of Pittsburgh. Supported the WCDC in developing a proactive anti-displacement strategy by evaluating funding and policy tools used by other jurisdictions and assessing gaps within existing anti-displacement toolkits for the City of Pittsburgh. Currently finalizing the set of recommended options and a value capture-based funding resource for implementing a proactive anti-displacement strategy.

Fertile Ground Liberatory Market Analysis, NC

On behalf of Fertile Ground, a food cooperative based in Southeast Raleigh, conducted a “liberatory market analysis” to make the case for establishing a brick-and-mortar store in a historically Black neighborhood where access to affordable, healthy food is limited. In response to the request for a study that counters the racist assumptions often baked into traditional market analyses, developed an alternative methodology that centers the lived experiences of residents. This entailed conducting demographic analysis that addresses biases inherent in census data; estimating unmet demand using data collected directly from community members; and developing recommendations that proactively seek to mitigate gentrification and displacement that may result from the creation of a food cooperative in a neighborhood that has seen historic disinvestment. A community needs survey enabled Fertile Ground to both capture information directly from community members and broaden their advocacy by creating opportunities to share their mission with new audiences.



Pronouns: She/Her/Hers

Education

Harvard University, John F. Kennedy School of Government, Master in Public Policy & Urban Planning, 2000
Columbia University, Bachelor of Arts, Urban Studies, 1995

Work Experience

HR&A Advisors, Inc., 2009 – Present
Brookfield Properties, Director, Development, 2007 – 2009
New York City, Economic Development Corp, Development Dept, Senior Vice President, 2000 – 2007
Harvard University Joint Center for Housing Studies and Neighborhood Reinvestment Corporation, (now NeighborWorks America), Leadership Fellow and Research Assistant, 1998 – 2000
Institute for Children and Poverty, Research Director, 1995 – 1998

Affiliations

Golden Gate Chapter, Lambda Alpha International, Member, 2021- Present
New Yorkers for Parks, Board Member, 2018 – Present
Urban Land Institute, Public Development & Infrastructure Council, 2017 - Present
New York University, Wagner School of Public Service, Adjunct Assistant Professor of Planning, 2008 – 2011

Kate Collignon | Partner

Kate Collignon draws on over 20 years of public and private sector experience in her work to shape and manage implementation of equitable downtown, waterfront and neighborhood revitalization strategies; to craft district and campus plans that fuel innovation and economic development; and to provide integrated development management services that help non-profit and academic institutions achieve their mission-based and financial goals. Prior to joining the firm, Kate served as a Development Director with Brookfield Properties, a global asset manager, owner and developer, where she managed commercial and mixed-use development projects in Manhattan and across the country. Previously, Kate served as Senior Vice President in charge of large-scale planning and development initiatives with the New York City Economic Development Corporation.

Grand Rapids Equitable Economic Development Strategic Plan, MI

On behalf of the City of Grand Rapids, developed an Equitable Economic Development and Mobility Strategic Plan. The plans addressed five pillars, including business climate, real estate development, neighborhood business districts, innovation & entrepreneurship, and mobility, setting in motion a comprehensive suite of initiatives to increase the economic mobility of residents, create higher paying jobs, and deliver safer, affordable transportation options. Worked with a steering committee of local stakeholders to produce a community engagement plan to identify and formalize multiple channels of community engagement, leveraging local organizations to gather input and encourage participation.

Inclusive Economic Development and Implementation Advisory for Resilient by Design, Bay Area, North Richmond, CA

Advised on the “The Home Team” submission to the Resilient by Design Bay Area Challenge to develop innovative, community-based solutions aimed at increasing the Bay Area’s resilience. Advised the design team on an approach to considering key economic considerations and tools focused on resilience and inclusive growth. Advised an implementation framework, including considerations around funding and financing, project feasibility and benefits, and necessary roles and responsibilities of project champions and stakeholders. In 2018, the team presented their final design concept and implementation roadmap, and moving forward, the project will draw upon momentum and relationships built during the competition to work toward implementation.

Build Back Better Regional Challenge: Equitable Economic Development Planning and Application Support

As part of its "Investing in America's Communities" program and with funding enabled by the American Rescue Plan, the U.S. Economic Development Administration launched the \$1 billion Build Back Better Regional Challenge in July 2022, inviting regional coalitions to propose up to \$75 million in transformative investments that will create high-wage, accessible jobs in growing and resilient industry sectors. On behalf of America Achieves, a national nonprofit focused on talent development, designed and facilitated workshops to deepen potential applicants' focus on equitable economic development. Through America Achieves, also provided technical assistance to 8 regions finalizing their strategies in the final weeks of the Phase 1 application, including Birmingham; El Paso; Grand Rapids, MI; Los Angeles; Manchester, NH; Missoula/Butte, MT; Northern Wisconsin; and Southern Utah. Reviewed application drafts, assisted in drafting materials, provided targeted analysis and research, and served as a general resource to regional teams. Manchester ultimately secured \$44M for creation of a BioFabrication Cluster.

Strategic Plan for the St. Louis Economic Development Partnership

Prepared a comprehensive regional strategic plan for the St. Louis Economic Development Partnership to focus mission and maximize impact in a rapidly evolving ecosystem. Built upon initiatives outlined in past and current planning efforts, feedback from SLEDP staff, and focus groups with ecosystem stakeholders, to uncover areas of misalignment and oversight. Developed recommendations to foster an equitable and prosperous economy in St. Louis. Focused on the intersection between organizational strengths, ecosystem gaps, and pressing regional needs—as well as resource and political constraints—to support SLEDP’s efforts around small and minority-owned businesses; entrepreneurship and innovation; business attraction and retention efforts; community development and place-making; and international trade.

Economic Development Action Plan for North Adams, MA

Created an action plan to drive economic development in the City of North Adams, Massachusetts on behalf of the North Adams Partnership, which includes a clear vision of future redevelopment and implementation. After analyzing market potential and soliciting stakeholder feedback, recommended development projects that would strengthen downtown’s connection to institutional and outdoor resources. Tested the financial feasibility of priority projects and recommended public and private funding strategies. Prepared an assessment of plan progress in 2017, four years following initial plan creation. Identified significant progress on most elements, and prepared recommendations for overcoming obstacles to full implementation.

Economic Development Strategy for Battle Creek, MI

Advising the Kellogg Foundation on an economic development strategy for Battle Creek. Reviewed existing community plans and initiatives and created a framework for the economic development strategy. Identified gaps in the strategy not addressed by current initiatives, and evaluated alignment of existing Battle Creek capacity with the requirements for strategy implementation. Currently crafting a roadmap to guide, communicate, and track implementation, and working with the Foundation and its partners to advance priority initiatives and determine how best to fill capacity gaps.



Jane Carlson | Principal

Jane brings a breadth of experience, analytical expertise, and project management skills to HR&A's community and economic development projects. With over a decade of experience in urban revitalization and redevelopment, Jane integrates the needs and wants of communities and the public and private sectors to develop mutually beneficial strategies in support of urban transformation. Currently, Jane is managing a downtown revitalization strategy for Torrance, CA, which includes identifying opportunities for growth, evaluating local and regional real estate markets, testing financial feasibility, conducting stakeholder outreach, and developing an implementation strategy. Prior to joining HR&A, Jane was an Associate at RSG, Inc. where she advised public sector clients through multifaceted decisions involving their commercial and residential sectors and participated in complex municipal finance projects including over \$500 million in municipal bond issuances. Prior to starting at RSG, Jane worked for two Southern California based developers and a philanthropic consulting firm.

Pronouns: She/Her/Hers

Education

University of Southern California,
Master in Urban Planning, 2008
University of Michigan, Bachelor of
Arts, History, 2005

Work Experience

HR&A Advisors, Inc., 2017 – Present
RSG, Inc., Associate, 2009 – 2017
Janis Minton Consulting, Associate,
2009-2010
MJW Investments, Planning Associate,
2008
SE Corporation, Planning Intern, 2007

Affiliations

American Institute of Architects,
Associate, 2011
Urban Land Institute Young Leaders
Group, Member, 2014 – Present

Montclair General Plan Update, Montclair, CA

On behalf of the City of Montclair ("City"), as part of a multi-disciplinary team led by Rangwala Associates, HR&A prepared the Economic Development Element of City's General Plan update and provide support for the creation of the Arrow Highway Mixed-use District ("AHMUD") Specific Plan. HR&A first conducted a socioeconomic and real estate market scan, focusing on both the City as a whole as well as the AHMUD Specific Plan Area, to understand the potential market support for new retail, industrial, office, multi-family and hospitality uses over a 20-year horizon. Based on key findings from this task and in collaboration with the City and its stakeholders, HR&A identified key opportunities for supporting the long-term economic growth and revitalization of the City, as well as key tools and strategies that the City can deploy to pursue those opportunities, summarized in the draft Economic Development Element and draft AHMUD Specific Plan. HR&A also conducted a fiscal health analysis and developed a customized fiscal cost and revenue drivers analysis framework ("fiscal analysis framework") for use by City staff. The fiscal health analysis included a high-level review of the City's General Fund and a preliminary assessment of how new developments of varying scales will impact the City's fiscal health, based on a benchmarking of current per capita costs and revenues within the City to other local/comparable cities. The fiscal analysis framework provided City staff with a tool to assess the net fiscal impact of new development projects not only at buildout or stabilization, but also during project phasing and implementation stages.

Commerce General Plan Update, City of Commerce, CA

Leading the HR&A team in supporting the City of Commerce in updating its General Plan. HR&A conducted a socioeconomic and real estate market analysis, of both the City and the surrounding region, to understand the potential market support for new retail, industrial, office, multi-family and hospitality uses in the City. Based on key findings from this task and in collaboration with the City and its stakeholders, HR&A identified key opportunities for supporting the long-term economic growth and revitalization of the City, as well as key tools and strategies that the City can deploy to pursue those opportunities. HR&A engaged business stakeholders in facilitated focus group sessions to identify key issues and priority areas related to economic development to be addressed in the General Plan update. Based on the results of the stakeholder engagement process and supportable land uses identified in the market study, HR&A provided a series of preliminary policy recommendations informed the Economic Development Element of the General Plan.

Metro West Santa Ana Branch Strategic Implementation Plan, Los Angeles County, CA

On behalf of the Los Angeles County Metropolitan Transportation Authority ("Metro"), Jane managed HR&A's work supporting the creation of a TOD Strategic Implementation Plan for the 14 communities along the planned West Santa Ana Branch transit line, a 20-mile alignment, extending from Union Station in Downtown Los Angeles to the City of Artesia. Jane managed HR&A's support of an 18-month long outreach effort, analysis of transit corridor demographics and real estate market conditions, and identifying opportunities, constraints and needed upgrades for each station area. HR&A's work culminated in a comprehensive, corridor-wide economic development strategies report, which will include near-term, actionable strategies that each community may pursue.

Creating the Case for Federal Support of the BART Silicon Valley Extension Phase II ; Santa Clara County, CA

Supporting the Santa Clara Valley Transportation Authority (VTA) to make the case for federal investment in Bay Area Rapid Transit (BART) Silicon Valley Extension Phase II project. Led the assessment of economic development impacts, including an evaluation of the impact of new development in planned station areas. Now leading the development of a strategy to maximize private investment through joint development on VTA-owned property as part of the Federal Transit Administration's Expedited Project Delivery pilot program. Directing a market scan and revenue potential model, which will inform a comprehensive joint development strategy and site-specific strategies for implementation.

Redlands Transit Villages & Downtown Specific Plan, Redlands, CA

Managed HR&A's work in providing a range of real estate and economic development advisory services to support the preparation of the Redlands' Transit Villages and Downtown Specific Plan. Jane led a market analysis to estimate the scale of market demand and the potential capture of that demand for supportable development within the study areas across three key land use types: multi-family residential, retail, and office. This analysis provided clarity on market-aligned product typologies, including identifying key physical characteristics, key anchor uses, as well as visual references. HR&A's work culminated in a set of recommendations around a potential Density Bonus Program, infrastructure financing mechanisms, and fiscal impacts of development.



Lamont B. Cobb | Director

Lamont has eight years of experience in local government through economic development, transportation, housing, and engagement work. His experience centers equity and inclusion for communities of color around complex urban planning and development issues. Prior to joining HR&A, Lamont worked for Councilmember Marqueece Harris-Dawson in L.A.'s Council District 8, the District of Columbia Office of Planning, the Metropolitan Washington Council of Governments, and Arlington County in Virginia.

Pronouns: He/Him/His

Lamont supports HR&A's Inclusive Cities practice to plan and implement projects that recognize injustice in existing systems and center equity and inclusion for all communities. He has extensive experience in Los Angeles and the Greater Washington region. He provided project management on the Manchester-Broadway and Jefferson Boulevard Active Transportation projects which will revive two corridors in South LA with bike lanes, trees, and complete streets safety improvements.

Education

University of Pennsylvania, Stuart Weitzman School of Design, Master of City Planning, 2012

Morehouse College, Bachelor of Arts, Urban Studies, 2010

Work Experience

HR&A Advisors, Inc., 2021 – Present
Office of Marqueece Harris-Dawson, L.A Council District 8, Council Deputy, 2019 -2021

D.C. Office of Planning, Neighborhood Planner, 2017-2018

Metropolitan Washington Council of Governments, Transportation Planner, 2014 - 2017

Arlington County Office of Zoning, Planner, 2012-2014

Affiliations

American Planning Association, Member

National Leader's Council – Los Angeles, Engaged Cohort

Los Angeles County Alternatives to Incarceration Pilot

Lamont worked with Designing Justice+Designing Spaces and the JusticeLA coalitions in their efforts to advance projects around L.A. County's transformative Alternatives to Incarceration program. They sought to develop a restorative justice pilot in Long Beach, disrupting the existing carceral pipeline through mental health and substance abuse treatment, jail diversion, and other efforts. Lamont supported the coalitions in developing a proposal that detailed the engagement strategy, timeline, and budget to advance this pilot. The proposal communicated these efforts to a broad audience and helped build broad momentum and support for the project. Lamont also advised and facilitated connections to local government leaders and philanthropic leaders working at the intersection of equity and restorative justice.

Equity Agenda and Policy Action Plan for Working Partnerships USA, San Jose, CA

Lamont helped create an Equitable Economic Agenda for Working Partnerships USA containing big policy ideas and bold solutions to address pressing economic inequity challenges in San Jose and a transition playbook to enable the new mayor to begin implementing these solutions on Day One. Mapped the core features of San Jose's city operations, including departments and authorities, programs, initiatives, and funding levels. Prepared memos that define the paths to implement change, including identifying policy levers available to the Mayor, mapping accountability and external stakeholders, estimating the scope and associated costs, and case studies of approaches with demonstrated effectiveness.

Gwinnett Place Mall Equity Plan, Gwinnett County

On behalf of Gwinnett County, Lamont led an inclusive community engagement process to develop an Equitable Redevelopment Plan for Gwinnett Place Mall, a largely vacant mall purchased by Gwinnett County. To elevate the diverse community's vision and hopes for the mall site, formed and facilitated a coalition of community leaders who provided strategic guidance throughout the project, organized two major open house events that was attended by hundreds of residents and businessowners, collaborated with community organizations to conduct boots-on-the-ground outreach, interviewed community leaders and development experts, and conducted a community survey to inform recommendations. In parallel, Lamont worked closely with multiple County

departments to ensure that this plan can be integrated into ongoing projects and reflects inputs across departments. The Equitable Redevelopment Plan, grounded in community input, will set clear parameters for equitable redevelopment, inform requirements and evaluation criteria for subsequent developer selection, and support the County in developing policies and programs for equitable development for the mall site, as well as the communities surrounding it.

Destination Crenshaw, Los Angeles, CA

Supported the Destination Crenshaw non-profit organization and Council District 8's effort to build a Black outdoor art museum and cultural corridor along Crenshaw Boulevard in South L.A. Lamont led engagement efforts to thirty small legacy Black businesses for the Paycheck Protection Program as well as L.A. County's COVID-19 grant program. He also supported coordination and entitlements with property owners, the City of L.A., and L.A. Metro on the redevelopment of public and private properties into small parks and public art opportunities.

SUMMARY

A results-oriented and transformational non-profit executive who led a multi-year, advocacy and system change, place-based initiative funded by The California Endowment and is responsible for executing the strategic vision, coordinating multiple initiatives, conducting trainings, overseeing communications, and collaborating with over 40 organizations in Sacramento. I have demonstrated the ability to work effectively with statewide, regional, and local organizations and have 25 years of experience working with diverse communities to address issues such as health disparities and racial justice. I have partnered with Sacramento County to implement the Black Child Legacy Initiative and with the City of Sacramento to establish the Racial Equity Alliance. Recognized as a strong collaborator, I have proven ability in working to amplify the voices and needs of communities that are often ignored. I bring a result-oriented focus, with the ability to manage and establish strategic partnerships with organizations and create a shared sense of purpose. I serve on the African American Advisory Board for Sacramento City Unified School District, The Sacramento County Health Authority Commission and participated in the Rockwood Building Power leadership Institute. My skillset can be applied to serve multiple sectors and industries.

SKILLS AND ABILITIES

Visionary Thinker	Board Relations and Leadership	Organizational Leadership
Program Design	Community Engagement	Diversity and Inclusion
Public Speaking	Budget Management	Stakeholder Engagement

PROFESSIONAL EXPERIENCE

Hub Director **2010 - Present**

Sacramento Building Healthy Communities (BHC), Sacramento, CA

Sacramento BHC is one of 14 sites throughout the State funded by the California Endowment. The BHC initiative serves a very diverse community where over 26 languages are spoken.

- Leads a \$100M initiative, managing multiple stakeholders and health-related initiatives.
- Directly oversees a budget of \$500k, manages staff and supports over 40 organizations and Action Teams that provide advocacy, programs, and services designed to increase health outcomes.
- Establishes new partnerships and serves as an ambassador and spokesperson for Sacramento BHC on local and statewide collaborations and coalitions.
- Serves as the Director of the Black Child Legacy Program for the Fruitridge/Stockton Site which is focused on decreasing the number of African American Children deaths in Sacramento County.
- Works effectively within a collaborative environment in partnership with residents in the community, Multi-Disciplinary Team members and Community Partners to coordinate family supports, case management, meetings and events.
- Established strategic partnerships for Crisis Response and Diversion needs for Healing the Hood Initiative.
- Co-created Sacramento Investment without Displacement (SIWD) an organization focused advocating for community needs and benefits when large development projects take place.
- Oversees and supports Action Team campaigns in the following issue areas: Food Access, Health Care Access, Youth and Education and Community Development.
- Partners with the County on the Healthy Partners Program the increase healthcare coverage for the remaining uninsured.
- Implemented the Boys & Men of Color Summits and works with the collaborative to address school to prison pipeline issues.
- Handles media and public relations needs. Uses Microsoft Word, Excel, PowerPoint, and other technology platforms; oversees the communication network to keep stakeholders informed of the progress of the initiative.

President/CEO

Boys & Girls Clubs of Greater Sacramento, Sacramento, CA

Provided leadership and direction in support of the organization's overall mission and objectives. Managed a staff 35-person staff, multiple offices, a board of directors, and collaborated with funders and community stakeholders.

- In conjunction with Board of Directors implemented a strategic plan to achieve short term and long term objectives that supported the Boys and Girls Clubs mission.
- Provided direction to control expenditures against the Club's annual budget of 2.5 million dollars which includes seven Club sites in Sacramento.
- Raised over \$4 Million through the design and implementation of a fund development plan which included strategies to cultivate financial resources and support through grant funders, individual and corporate donors, planned giving and other sources.
- Maintained an evaluation system to continuously improve the quality of club facilities and programming.
- Provided staff support to the Board of Directors by: recruiting board members, leading board development and capacity-building efforts, organized annual board retreats, and managed succession planning to assure Board sustainability and effectiveness.
- Developed and participated in strategic alliances and collaborative partnerships that supported Club programs and the mission.

Vice President of Program Services

1999 – 2006

Boys & Girls Clubs of Greater Sacramento, Sacramento, CA

Responsible for the development and implementation of organizational program goals at 9 Boys & Girls Club sites in the Sacramento Area according to need and available resources.

- Developed and administered budgets for Club branches, programs and for special projects.
- Trained, supervised and offered staff support to program staff to achieve club and professional goals.
- Worked closely with other senior staff on finance and resource development objectives.
- Supported the Board of Directors in program-related efforts, membership and mission effectiveness.
- Developed and maintained strong and effective collaborative partnerships with other individuals, youth-serving organizations, members, parents, families and community groups.
- Represented the organization in the community and positively and professionally promoted the Boys & Girls Club through speaking engagements, media events and special events.

Program Director

1996- 1999

Boys & Girls Clubs of Greater Sacramento, Sacramento, CA

Planned, organized and implemented first ever Boys & Girls Club program in the Sacramento region.

- Planned and oversaw the administration of designated Clubhouse programs and activities that support Youth Development Outcomes.
- Oversaw the provision of day-to-day program activities in accordance with established standards and goals
- Hired and trained youth development professionals.
- Maintained community relationships.

EDUCATION

University of California, Davis, Bachelor of Science in Human Development

COMMITTEE, HONORS AND ACHIEVEMENTS

- Woman of Excellence Award from Assembly Member Kevin McCarty
- Woman of the Year 2019 – Senator Pan's office
- Graduate of the Clemson University Advanced Leadership Certificate Program
- Graduate of the McCabe Executive Training Program
- Alumni Sierra Health Leadership Program
- Alumni American Leadership Forum Class 14
- Alumni of the Women's Policy Institute
- Member of the Reduction of African American Child Death Steering Committee
- District 5 Rep on City of Sacramento's Measure U Commission
- Member of the Sac County Health Authority Commission
- Member of the Racial Equity Alliance for City of Sacramento
- Founding board member of Sacramento Investment Without Displacement

Serena Unger



Serena Unger is founder of Urban Rural Regional Strategies, her independent consulting business where she offers multi-disciplinary experience in local and state planning policy, climate action, agricultural land and natural resource conservation, and economic and community development.

Serena works with both public agencies and nonprofit organizations to shape public policy development at local, regional, and state levels through insightful analysis and with responsiveness to unique social, political, and economic dynamics. She has proven success in designing and managing projects involving visioning, planning, and implementation. Serena excels at building positive and productive relationships between community organizations and state and local agency staff to build innovations and momentum for change.

Profession

City and Regional Planner

Current Position

Principal Consultant

Founded Urban Rural Regional Strategies, 2018

Years of Experience

20

Qualifications

Master of City & Regional Planning,
UC Berkeley

Publications

A Community Approach to Planning and Investing in Our Working Lands for Regional Resilience, California Department of Conservation. 2019

Greener Fields: California Communities Combatting Climate Change. American Farmland Trust. 2018

The Bay Area Food Economy: Existing Conditions and Strategies for Resilience. Bay Area Association of Governments. 2018

Professional Bio

For the past 20 years, Serena has developed a strong base of experience in developing strategies and educational materials that support land conservation and the economic viability of regional agricultural economies, while also making connections to other community priorities such as housing, water, equity, and climate change.

Among her most recent work, Serena has designed and delivered outreach, technical assistance, and consulting to agencies and community organizations in over a dozen California counties to develop project concepts, build meaningful stakeholder involvement, identify community priorities, and produce award-winning Sustainable Agricultural Land Conservation Program (SALC) planning grant applications and projects.

Relevant Project Experience

Sustainable Agricultural Lands Conservation (SALC) Program Technical Assistance – CA Department of Conservation (DoC) (2019-present)

As co-lead on the SALC technical assistance program for planning grants, work closely with the DoC to both elevate the SALC Program's profile across California communities and provide technical assistance to public agencies and partner organizations on project development, stakeholder engagement, grant applications, and project implementation.

State of the Art on Agricultural Preservation. American Farmland Trust and California Association of Local Agency Formation Commissions. 2018

"Regional data for local benefit: The Bay Area Greenprint Tool", Northern News, American Planning Association, California Chapter, Northern. 2017

"Saving farmland: Drought isn't the only problem in Santa Clara County," San Jose Mercury News. 2014

Saving Farmland, Growing Cities: A Framework for Implementing Effective Farmland Conservation Policies in the San Joaquin Valley. American Farmland Trust. 2013

Sustaining Our Agricultural Bounty: An Assessment of the Current State of Farming and Ranching in the San Francisco Bay Area. American Farmland Trust, Greenbelt Alliance, Sustainable Agriculture Education. 2011

Oakland Food System Assessment: Toward a Sustainable Food Plan. Mayor's Office of Sustainability, Oakland, CA. 2006

Bay Area Regional Agricultural Plan Framework – Santa Clara County (2022-present)

Developed strategy recommendations as an outcome of a stakeholder engagement process to build a robust regional framework to protect and invest in agricultural lands.

Mariposa County Working Lands Conservation Plan – Mariposa County (2022-present)

Co-project manager on a comprehensive conservation and economic development plan for Mariposa County's agricultural sector.

Ventura County Resilient Agricultural Lands Initiative – Ventura County (2021-2023)

Co-project manager on a comprehensive conservation and economic development plan for Ventura County's agricultural sector, endorsed by the Board of Supervisors in May 2023.

California Water Action Collaborative (CWAC) - Ag Innovations (2021)

Assessed progress on members' water management and watershed restoration projects to develop content and materials for the CWAC website and an annual report to demonstrate effectiveness of projects.

Financing Small Dairy Methane Digesters in Northern California – California FarmLink (2022)

Developed a funding pitch and feasibility study as a guide to understanding the unique financing needs of small organic dairy farms to develop methane digesters projects.

Bay Area Greenprint - American Farmland Trust (2018)

In collaboration with The Nature Conservancy and GreenInfo Network, coordinated the outreach and education for the development phase of a mapping and data dashboard.

LAFCo Policy Reform and White Paper - California Association of Local Agency Formation Commissions (CALAFCo) & American Farmland Trust (2018)

Assessed the legislative changes needed to strengthen LAFCos' role in agricultural conservation. Authored, disseminated, and presented a white paper with cutting-edge research and data, tools, and model policies to inform LAFCo staff and commissioners as well as city managers and planners on the role of LAFCo in advancing the protection of California's agricultural lands and open space.

Appendix B: RFP Scope of Work & HR&A Proposal Matrix

RFP Required Scope of Work	HR&A Proposal Work Plan Tasks				
	Task 1: Project Recon, Kickoff, & Ongoing PM	Task 2: Existing Conditions Analysis	Task 3: Stakeholder and community engagement	Task 4: Strategy Development & Implementation Planning	Task 5: EDSP & Implementation Plan Report Production
<i>A. Project Overview Meetings with OED and Sacramento County Departments</i>	X			X	
<i>B. Organizational Analysis</i>		X			
<i>C. Countywide Demographic and Economic Analysis</i>		X			
<i>D. Target Industry Analysis</i>		X			
<i>E. Stakeholder and Public Outreach</i>			X		
<i>F. Business Retention and Expansion Efforts & Strategies Analysis</i>	X	X			
<i>G. Written Economic Development Strategic Plan, Actionable Implementation Plan and Creation of Other Supporting Items</i>				X	X
<i>H. The final EDSP report should provide analysis, recommendations, and key objectives</i>				X	X
<i>I. Implementation Plan with specific actions, in a phased approach, that will be required to achieve the objectives in the EDSP report</i>				X	X

HR&A Budget

HR&A Discounted Public / Non-Profit Hourly Rates	Hourly Rates - guaranteed through end of Agreement	Estimated Hours per Task				
		Task 1	Task 2	Task 3	Task 4	Task 5
Partner (Judith Taylor)	\$ 460	8	16	10	40	12
Senior Advisor (Kate Collignon)	\$ 460	4			20	3
Principal (Jane Carlson)	\$ 410	16	16	6	20	6
Director (Lamont Cobb)	\$ 360		32	20	40	
Senior Analyst	\$ 275		64	46	100	10
Analyst - Engagement Focused	\$ 220			80		10
Research Analyst	\$ 175	16	220		200	24
Admin	\$ 105	6		10		2

	Estimated Cost per Task
Sacramento Building Healthy Communities (SacBHC) Rates*	
Director (Kim Williams)	\$ 130
Communications Manager / Staff	\$ 65
Community Partners TBD**	
TBD	
Urban Rural Regional Strategies (URRS) Rates***	
Founder & Principal (Serena Unger)	\$ 2,150.00
	\$ 2,795.00

Subconsultant fees are included in the fee schedule. Specifically:

* SacBHC will submit monthly invoices to HR&A on a time and materials basis for Task 3, up to a cap of \$10,000.

** Additional outreach partners will be added for outreach assistance, up to a cap of \$10,000

*** URRS will submit monthly invoices to HR&A on a time and materials basis for Tasks 2 and 4, up to cap of \$4,945.

Estimated Project Cost by Task	Estimated Total Cost
Task 1: Project Recon, Kickoff, & Ongoing Project Management	\$ 13,670.00
Task 2: Existing Conditions Analysis	\$ 85,530.00
Task 3: Stakeholder and Business Community Engagement	\$ 65,560.00
Task 4: Economic Development Strategy Development & Implementation Planning	\$ 115,495.00
Task 5: Report Production: EDSP & Implementation Plan (Editing & Graphic Design)	\$ 18,720.00
Project Cost by Task based upon Estimated Hours	\$ 298,975.00
Travel Expenses	\$ 1,025.00
Total Budget including Travel	\$ 300,000.00

AGREEMENT FOR ECONOMIC DEVELOPMENT STRATEGIC PLAN CONSULTANT SERVICES

THIS AGREEMENT is made and entered into as of this _____, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and HR&A Advisors, Inc., a corporation organized in the State of New York, authorized to do business in California, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY's Economic Development Strategic Plan (EDSP) is out of date; and

WHEREAS, COUNTY desires a new EDSP to provide a framework for prioritizing investments and allocating resources to support equitable economic growth and job creation in Sacramento County, in order to help ensure that Sacramento County remains competitive and relevant in a rapidly changing environment; and

WHEREAS, CONTRACTOR has certain, specialized experience in creating EDSP's;

WHEREAS, CONTRACTOR has proposed to provide the requested services for the compensation to be provided herein; and

WHEREAS, the services to be provided by CONTRACTOR are not services provide by COUNTY's employees, and therefore are not subject to the requirements of Sacramento County Charter Section 71-J; and

WHEREAS, the services to be provided by CONTRACTOR are authorized by Government Code Section 31000; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on December 31, 2024.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Crystal Bethke, Director
Office of Economic Development
700 H Street, Suite 6750
Sacramento, CA 95814

TO CONTRACTOR

Judith Taylor, Partner
HR&A Advisors, Inc.
700 S. Flower Street, Suite 2995
Los Angeles, CA 90017

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in

federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

Notwithstanding anything to the contrary, COUNTY agrees that any information, models, methodologies, technology, documentation, material, software (including reusable source code of general applicability) or other item made, conceived, reduced to practice, created, written, designed or developed by the CONTRACTOR prior to the Effective Date or independently of this Agreement (collectively, "CONTRACTOR Property") and improvements and modifications made to CONTRACTOR Property in the performance of the Services shall be and remain the sole and exclusive property of the CONTRACTOR.

CONTRACTOR hereby grants to COUNTY a perpetual, non-exclusive, worldwide, irrevocable, transferable, royalty-free license to use, copy and modify CONTRACTOR Property solely as incorporated into any Work Product created under this Agreement solely to the extent necessary to allow the COUNTY to use such Work Product for their intended purpose. Except for the limited license herein, CONTRACTOR expressly reserves all other rights in and to the CONTRACTOR Property.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this

agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a County employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.
- C. CONTRACTOR shall complete and return Contractor Certification of Compliance forms (Exhibit "D") at the same time CONTRACTOR returns the executed copies of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;
 - 5. Removal of graffiti within seventy-two hours;
 - 6. Provision for control of loitering and management of crowds;
 - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 - 8. Participation in area crime prevention and nuisance abatement efforts;
and

9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.

- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.

- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.

- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and

agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the negligent acts or omissions of the Contractor, its officers, employees, or agents, or the negligent acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law excepting only such injury, death, or damage, to the extent it is caused by the sole negligence of an Indemnified Party

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XIX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or

modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis for services performed during the previous month. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures

associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIII. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXIV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXVI. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVII. TIME

Time is of the essence of this Agreement.

XXVIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXIX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of Economic Development, or his/her designee.

XXX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXI. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner

specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXXII. REPORTS

- A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS

along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXIII. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXIV. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall

include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XL. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

HR&A ADVISORS INC., a corporation organized in the State of New York, authorized to do business in California

By _____

By _____

Crystal Bethke, Director

Judith Taylor, Partner

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

Janice Snyder, Assistant County Counsel

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
HR&A ADVISORS, INC.,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Sacramento County with an emphasis on the unincorporated areas of Sacramento County.

II. DESCRIPTION OF SERVICES

The services to be provided under this Agreement include those services specified in the CONTRACTOR'S proposal, summarized in Attachment 1 and incorporated herein as a part of the Agreement. All services as described in Attachment 1 shall be provided by CONTRACTOR for the compensation described herein. All services as described in Attachment 1 shall be provided by CONTRACTOR for the compensation described herein. The services shall commence following the effective date of this Agreement and shall be completed by December 31, 2024.

The COUNTY'S DIRECTOR or designee may negotiate with CONTRACTOR and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of COUNTY.

III. SCHEDULE

CONTRACTOR shall complete the services in an expeditious manner and transmit all applicable materials to the COUNTY.

IV. RESPONSIBILITIES OF COUNTY AND CONTRACT FOR SCOPE

- A. COUNTY, or its authorized representatives, shall review all documents submitted by CONTRACTOR and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONTRACTOR. COUNTY shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONTRACTOR'S services and of the project.

B. CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the COUNTY shall not be deemed to constitute acceptance or waiver by the COUNTY of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subcontractors.

V. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR's assigned personnel, shall have no authority to represent COUNTY or COUNTY staff at any meetings of public or private agencies unless an appropriate COUNTY official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligations whatsoever. COUNTY is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

VI. PUBLICATION OF DOCUMENTS AND DATA

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the COUNTY without the prior written consent of COUNTY, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the COUNTY or CONTRACTOR.

VII. COMPLIANCE WITH COVID-19 GUIDELINES AND PUBLIC HEALTH ORDERS

CONTRACTOR shall be solely and completely responsible for implementing and complying with the applicable COVID-19 guidelines from the California Department of Industrial Relations, Division of Occupational Safety and Health, and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention for the protection of workers including but not limited to, regulations concerning education, training, routine cleaning, on-site washing facilities, and the use of Personal Protective Equipment (PPE) at the Work site (collectively, "Guidelines"). CONTRACTOR shall comply with all State and Sacramento County Public Health Officer Orders in effect during the term of this Agreement.

VIII. RELATIONSHIP WITH THE COUNTY

CONTRACTOR is required to provide COUNTY with up-to-date information regarding program operations to ensure effective delivery of services provided under this Agreement, including but not limited to:

- a) Regular communication with the COUNTY about the implementation of these services.
- b) Participation in meetings with the COUNTY, as requested, to address any barriers encountered with implementation and/or service delivery, or any other concerns related to this Agreement.

IX. PRESS AND MEDIA COORDINATION

CONTRACTOR shall provide notice to and coordinate with COUNTY prior to participating in or providing information for any press or media release, interview, event or other communication regarding services provided under this Agreement. CONTRACTOR will also alert COUNTY about any media inquiries that pertain to this Agreement and coordinate response.

X. PROJECT PERSONNEL

In the performance of the services hereunder, CONTRACTOR shall provide the personnel as set forth in Attachment 1. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the DIRECTOR or his/her authorized representative before any such change may be made. Key contacts for this project shall be as follows:

COUNTY: Crystal Bethke, Director
 916-874-8606
 bethkec@saccounty.gov

CONTRACTOR: Judith Taylor, Partner
 310-751-3466
 jtaylor@hraadvisors.com

**ATTACHMENT 1 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
HR&A ADVISORS, INC.,
hereinafter referred to as "CONTRACTOR"**

Work Plan & Deliverables

Task 1. Project Recon, Kickoff, & Project Management

1.1 Kickoff Meeting & Data Request | HR&A will work with OED to conduct a kickoff meeting to align project goals, timeline, format, and definitions of success. Following kickoff, HR&A will submit a data request to supplement publicly available data, which may include past plans & policies; legal/regulatory structures; existing implementation mechanisms; program evaluation reports; and other studies that might offer insight into Sacramento County.

1.2 Review of Relevant Reports/Plans and Economic Development Strategies | HR&A will review current and past economic development plans in the County to inform an understanding of outcomes and impact of past efforts as well as gaps, limitations, and opportunities moving forward. In conjunction with this County-focused review, we will also conduct a scan of broader economic development initiatives and consider how they can be leveraged to amplify Sacramento County's existing strengths, fill gaps in underinvested areas, and best position the County. This will include analysis of the Sacramento Region Community Economic Resilience Fund (CERF), Greater Sacramento Region Prosperity Strategy, plans and initiatives by the Greater Sacramento Economic Council, and others in discussion with OED.

1.3 Project Overview Interviews with OED Leadership | Following the completion of Tasks 1.1 (Project Kickoff) and 1.2 (Review of Relevant Plans) and in conjunction with Task 2 (Existing Conditions Analysis), HR&A will conduct up to four 1-on-1 interviews with OED leadership to dive deeper into the following: 1) What a compelling ESDP should entail; 2) OED's priorities for economic development, insights on challenges,

strengths, and opportunities, and how current and potential future efforts may impact them; and 3) the County's economic development ecosystem, including roles/responsibilities, capacity, and past/current partnership dynamics.

1.4 Ongoing Project Management | HR&A will work with OED to establish an appropriate meeting cadence. As appropriate, regularly scheduled project check-ins can be repurposed for milestone briefings.

Task 1 Deliverables: Kickoff meeting agenda & notes; Economic development plan synthesis; Interview summary; Project work plan; Check-in agendas & meeting notes.

Task 2. Existing Conditions Analysis | HR&A will conduct a comprehensive existing conditions analysis to lay the foundation for understanding Sacramento County's economic competitiveness and potential opportunities to drive economic growth and address inequities in the strategy development phase (Task 4). HR&A will use data from OED as well as public and private third-party sources including CoStar, Lightcast, ESRI, the U.S. Bureau of Labor Statistics, Census Bureau, and relevant CA sources. This analysis will incorporate insights from client discussions and engagement (Task 3).

2.1 Countywide Demographic & Economic Analysis | HR&A will analyze County demographic, economic, labor and workforce, market (incl. real estate), and fiscal data through the lens of access to opportunity across urban/rural, racial/ethnicity, and socioeconomic factors. As needed, we will create visually compelling maps/charts as snapshots of existing conditions and trends and use regional/national benchmarks to better understand the County's strengths and gaps.

2.2 Target Industry Analysis | HR&A will conduct an industry analysis to assess the composition, growth trajectory, and level of specialization of local sectoral clusters,

focusing on Sacramento County individually and the six-county region of El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba counties. We will examine opportunities to grow existing industries and identify nascent industries to attract based on the County's locational, economic, and workforce strengths. We will also identify sectors that support economic mobility, especially those that offer quality wages, do not require a four-year degree, and provide career pathways to people in low-paying jobs. Given the significance of agriculture in the County, HR&A will collaborate closely with Serena Unger, agriculture specialist and founder of Urban Rural Regional Strategies.

2.3 Economic Competitiveness Assessment & SWOT Analysis | Building on insights gathered from the OED and the analyses in Tasks 2.1 and 2.2, HR&A will conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of the County, focusing on its economic development capacity, growth trajectory, and competitiveness and reviewing current incentives and marketing/branding efforts.

2.4 Equitable Development Assessment | While an equity lens will be embedded throughout, we will conduct a focused equity assessment along geographic (in particular, urban/rural/unincorporated areas) and racial/socioeconomic dimensions. We will disaggregate data – e.g. income, access to jobs and education, workforce development investment, and other metrics to be defined together with OED – by race/ethnicity and geographic location to inform the identification of gaps and opportunities in underserved and disinvested communities.

2.5 OED Organizational Analysis | To ensure an actionable EDSP, HR&A will analyze current OED organizational structure to determine capabilities and gaps in staffing, capacity, and systems. This work will begin with a data request in Task 1.1 (Project

Kickoff), be incorporated in Task 1.3 OED Leadership Interviews), and continue throughout Task 2 (Existing Conditions Analysis). Informed by our work across the nation, HR&A will recommend ways to enhance OED structure to advance priorities.

Task 2 Deliverable: Draft EDSP Chapter on existing conditions.

Task 3. Stakeholder and Community Engagement | HR&A will incorporate engagement throughout the project, leveraging on-the-ground insights to inform Task 2 (Existing Conditions Analysis) and strategy development (Task 4). We will engage with a wide variety of stakeholders including representatives of the diverse rural and urban countywide business community, small businesses, BIPOC-owned businesses, small business technical assistance providers, and other economic development focused CBOs. Outreach efforts will involve the addition of partners to build out our existing outreach advisors. We will expect those additional partners to reach out to their members to invite them to meetings and focus groups and share updates about the project widely throughout their networks, which will ensure representation from the Sacramento County community, the overall business community and minority business communities. Additional partners may include but are not limited to small business- serving organizations such as technical assistance providers, local chambers of commerce and property business improvement districts, as well as minority-serving chambers of commerce. We will also include stakeholders that may be unveiled through earlier analytical tasks such as the Target Industry Analysis. HR&A will organize and evaluate the list of stakeholders to ensure that we are reaching appropriate representation of urban and rural Sacramento County. We will then work with our partners to plan meetings and schedule them, build the content for the meetings,

facilitate or work with community organizations to facilitate meetings, and prepare notes and takeaways. We will rely on the County and our outreach partners to provide locations for meetings.

3.1 Economic Development Ecosystem and Stakeholder Mapping | HR&A will take stock of public, private, civic economic development, workforce, small business, and community development ecosystem players in the County, and work with OED, our local partners, and other organizations to understand their strengths, priorities, and capacity to inform the development of an engagement plan (Task 3.2) and support the identification of implementation partners in Task 4.5 (Implementation Roadmap).

3.2 Engagement plan | In collaboration with OED and local partners, HR&A will develop an engagement plan that effectively serves project goals and considers the need to reach different layers of the community – from grassroots to grasstops and from rural to urban communities. It will include defined objectives and driving questions, a prioritized list of stakeholders, approach/tactics (e.g. cadence/mode of communication, formats & activities, forums for convening, feedback mechanisms, etc.), timeline, responsibilities, and a communications plan (if needed).

3.3 Stakeholder & Community Engagement | While engagement details will be developed in Task 3.2, it may include the following components: up to ten stakeholder interviews, up to six focus groups, three themed community meetings, and one public workshop with the County Board of Supervisors. The themes of the community workshops will be driven by the existing conditions analysis (Task 2) and initial stakeholder interviews, and may include sustainable growth and innovation, talent development, place-based investment, etc. Drawing from our experience facilitating

similar efforts elsewhere, the County may consider convening a steering committee of key regional and community stakeholders to balance broad-based perspectives and decision-making efficiency. We will also discuss resource requirements for engagement wraparound support with OED – e.g. language access, childcare, supplemental virtual/online engagement - to lower barriers of participation.

Task 3 Deliverables: Engagement plan; Engagement materials (incl. agendas, presentation materials, notes, etc.); Summary of engagement outcomes and findings.

Task 4. Economic Development Strategy & Implementation Roadmap

4.1 Visioning workshop with OED & Other County Departments | Toward the end of Task 2 (Existing Conditions Analysis) and in conjunction with Task 3 (Engagement), HR&A will conduct a visioning workshop with OED leadership, staff and other relevant County departments to translate insights from OED leadership interviews, preliminary findings from the existing conditions analysis, and initial stakeholder engagement feedback into a forward-looking vision for the next five years. In this workshop, HR&A will facilitate the discussion in three parts: narrative building, draft vision, and economic development goal setting. These draft economic development vision and goals will lay the foundation for the EDSP.

4.2 National Best Practices | Drawing from HR&A's national economic development experience, we will profile up to four national best practice examples tailored to the needs and opportunities of Sacramento County, including counties encompassing urban/rural and unincorporated areas. While the selection of best practices is driven by opportunities, challenges, and priorities emerged in prior tasks, they will likely provide

models on governance, program/policy design, public-private partnerships, and implementation tactics.

4.3 Economic Development Strategy Development | Bringing together insights from Task 2 (Existing Conditions Analysis), Task 4.1 (Visioning Workshop), Task 3 (Engagement), and Task 4.2 (Best Practices), HR&A will then develop a set of strategies in collaboration with OED that animate the shared economic development vision and goals identified. These strategies may range from specific projects that deliver early wins, policy initiatives that reflect longer-term aspirations, to coalition building and advocacy efforts.

4.4 Implementation Roadmap | HR&A will further ground the economic development vision, goals, and strategies developed in prior tasks through a detailed and actionable Implementation Roadmap to serve as a guide for staff charged with implementation, including:

- Timeline and Prioritization: A prioritized list of initiatives based on their potential impact, feasibility, alignment with vision and goals, and strength of collaboration and external support. This will also include projecting to allow OED to focus on advancing the most critical areas given resource availability and dependencies.
- Roles & Responsibilities: Assignment of responsibilities for each initiative, and an initiative point person/organization based on organizational analysis.
- Metrics for Success: Performance metrics tied to identified projects/initiatives (incl. equitable development metrics) to measure success and investment outcomes.
- Funding and Resources: High-level resource requirements such as order-of-magnitude budget, personnel, strategic partnerships, or resources needed.

Task 4 Deliverables: Visioning Workshop agenda & notes; Draft EDSP Chapters on economic development vision, goals, priorities, & strategies; Draft Implementation Plan

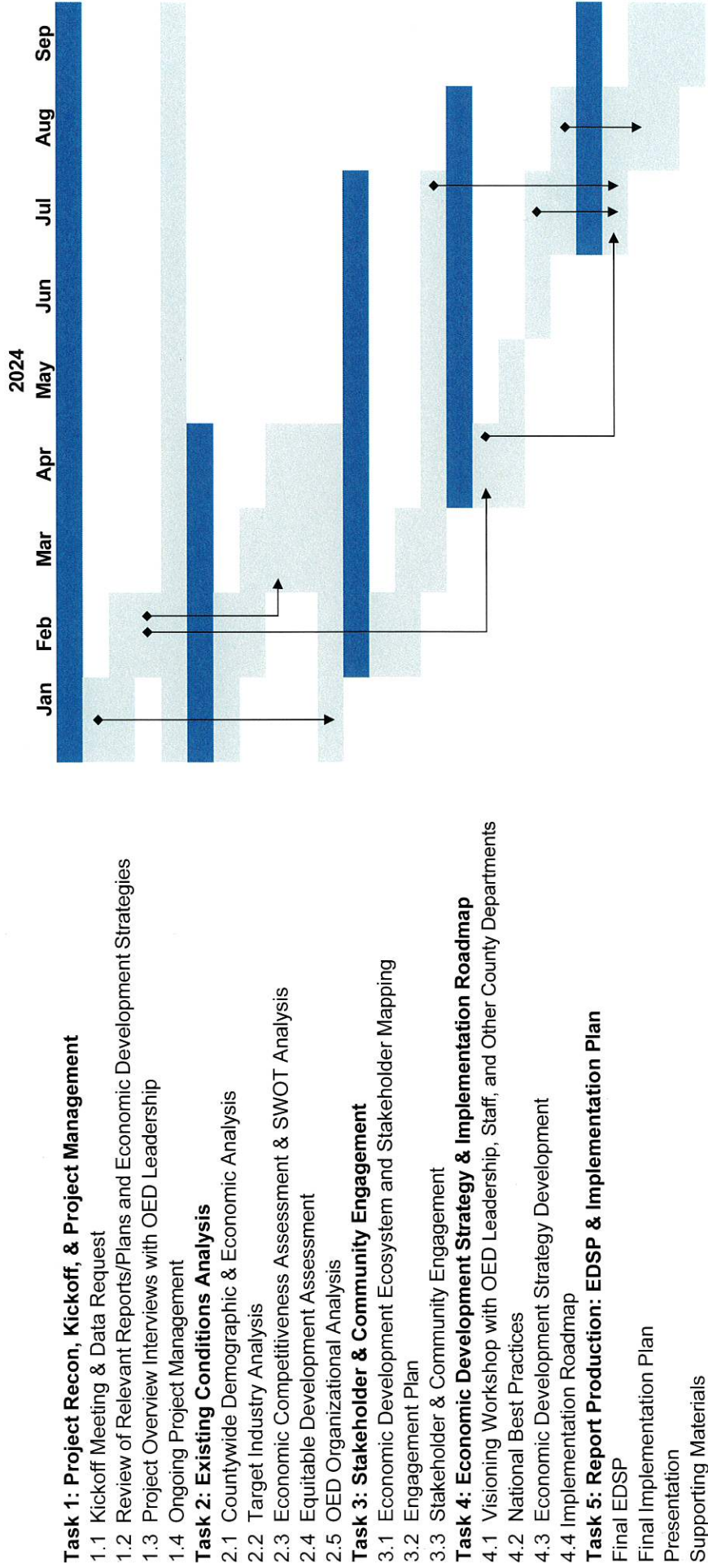
Task 5. Report Production: EDSP & Implementation Plan | HR&A will incorporate drafted chapters into one cohesive report with all required components. The report will include a compelling executive summary that can be shared widely with stakeholders, and will create a public presentation and accessible community-focused summaries.

HR&A will incorporate one consolidated round of County comments.

Task 5 Deliverables: Draft/ Final EDSP (incl. technical appendix); Draft/Final Implementation Plan; Presentation deck; community-focused summaries, as needed.

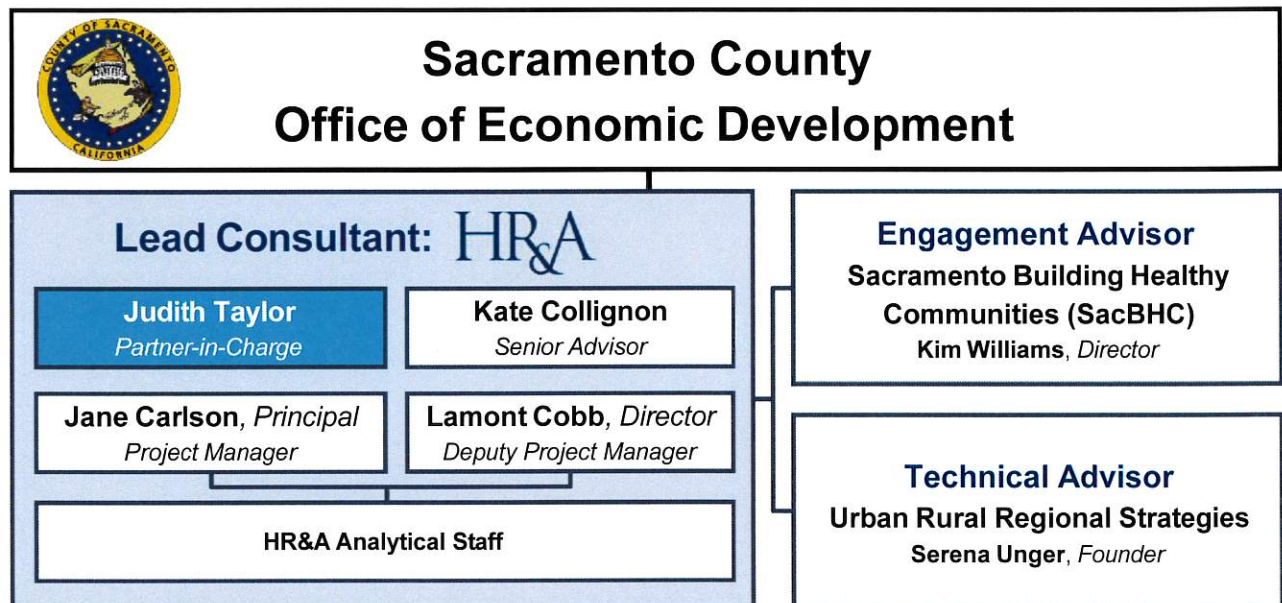
Project Schedule

HR&A proposes to complete the work described above in accordance with the schedule below.



Project Team

HR&A will serve as lead consultant, led by HR&A Partner Judith Taylor in collaboration with Senior Advisor Kate Collignon and supported by a project manager, deputy project manager, and analytical staff based out of our Los Angeles Office. HR&A will oversee outreach and will facilitate up to ten stakeholder interviews, up to six focus groups, three themed community meetings, and one public workshop with the County Board of Supervisors. HR&A will leverage community partners as engagement advisors, including **Sacramento Building Healthy Communities (SacBHC)** as well as other partners to be added. **Urban Rural Regional Strategies (URRS)** will serve as technical advisor on rural and agricultural issues.



Firm Overview:

HR&A has four decades of experience crafting economic development solutions

that are both visionary and pragmatic **at all scales** across a wide variety of communities in type and size. HR&A's experience encompasses a **wide breadth of economic**

development services, including comprehensive strategy; sectoral strategies; toolkit and

policy analysis; economic development organizational structuring; workforce and talent development strategies; and place-based revitalization strategies that enhance regional competitiveness and drive private investment.

SacBHC is a collaborative of organizations committed to racial equity and the improvement of employment opportunities, education, housing, neighborhood safety, environmental conditions, foods access, etc. As a **well-known and trusted coalition of community-based organizations, residents, and other stakeholders**, SacBHC brings together direct service providers and community organizers and has a deep network and infrastructure to convene collaborators in Sacramento County. SacBHC worked closely with Sacramento County to establish the Healthy Partners program to provide healthcare for undocumented residents and create a community oversight board, and helped implement a new County Commission charged with reforming the Medi-Cal system in the County. SacBHC is currently serving as a partner in the Sacramento region of the state's California Jobs First (previously CERF) program, conducting outreach and engagement on workforce and economic development throughout both Sacramento and Yolo counties. Previously, SacBHC partnered with the Sacramento Region Community Foundation to lead youth engagement in 2020 Census outreach, and co-led resident engagement for the Stockton Boulevard Revitalization plan for the City of Sacramento. This breadth of knowledge and connections across issues ranging from healthcare to youth to economic development provides unparalleled reach throughout the county.

Urban Rural Strategies offers multidisciplinary advisory in local and state planning policy, **climate action, agricultural land and natural resource conservation, and economic and community development.**

Judith Taylor | Partner-in-Charge, HR&A

Judith brings 20 years of experience in inclusive economic development strategy and place-based investments. She specializes in leading forward-looking market and economic analyses that help public and private clients identify and implement transformational, yet achievable, real estate development strategies. From revitalization and placemaking strategies to economic development, Judith is focused on advancing public sector goals and unlocking opportunities for public-private partnership. With an expertise in economics, her work has balanced feasibility with delivering innovative community benefits. **Relevant Experience:** *SACOG Engage, Empower, Implement, Sacramento (CA); Richmond Economic Development Plan, Richmond (CA); North Sacramento Action Plan, Sacramento (CA) West Covina General Plan Update (CA).*

Kate Collignon | Senior Advisor, HR&A

Kate Collignon draws on over 20 years of public and private sector experience in her work to shape and manage implementation of equitable downtown, waterfront and neighborhood revitalization strategies; to craft district and campus plans that fuel innovation and economic development; and to provide integrated development management services that help non-profit and academic institutions achieve their mission-based and financial goals. Prior to joining the firm, Kate served as Senior Vice President for large-scale planning and development initiatives with the New York City Economic Development Corporation. **Relevant Experience:** *Inclusive Economic Development and Implementation Advisory for Resilient by Design, North Richmond (CA); Build Back Better Regional Challenge: Equitable Economic Development Planning and Application Support, Nationwide.*

Jane Carlson | Principal, HR&A

Jane brings a breadth of experience, analytical expertise, and project management skills to HR&A's economic development projects. With over a decade of experience in urban revitalization and redevelopment, Jane integrates the needs and wants of communities and the public and private sectors to develop mutually beneficial strategies in support of urban transformation. Currently, Jane is managing a downtown revitalization strategy for Torrance, CA, identifying opportunities for growth, evaluating market and financial feasibility, engaging stakeholders, and supporting implementation. **Relevant Experience:** *West Santa Ana Branch Strategic Implementation Plan, Los Angeles County (CA); Creating the Case for Federal Support of the BART Silicon Valley Extension, Santa Clara (CA).*

Lamon B. Cobb | Director, HR&A

Lamont has eight years of experience in local government through economic development, transportation, housing, and engagement work. His experience centers equity and inclusion for communities of color around complex urban planning and development issues. Prior to joining HR&A, Lamont worked for LA Councilmember Harris- Dawson, D.C. Office of Planning, Metropolitan Washington Council of Governments, and Arlington County (VA). Lamont's practice focuses on projects that recognize injustice in

existing systems and center equity and inclusion for all. **Relevant Experience:** *Los Angeles County Alternatives to Incarceration Pilot; Equity Agenda and Policy Action Plan for Working Partnerships USA, San Jose (CA).*

Kim Williams | Director, SacBHC

Kim is a results-oriented and transformational non-profit executive who led a multi-year advocacy and systems change place-based initiative funded by The California Endowment, and is responsible for executing the strategic vision, coordinating multiple initiatives, conducting training, overseeing communications, and collaborating with over 40 organizations in Sacramento. Kim has demonstrated the ability to work effectively with statewide, regional, and local organizations and has 25 years of experience working with diverse communities to address health disparities and racial justice issues. **Relevant Experience:** *Sacramento Investment without Displacement; SacBHC Community Development Action Team; Boys and Men of Color Summit.*

Serena Unger | Founder, Urban Rural Regional Strategies

With over 20 years of experience, Serena Unger has expertise in land conservation and the economic viability of regional agricultural economies in connection to other community priorities such as housing, water, equity, and climate. Serena has recently provided technical and outreach advisory to agencies and community organizations to over a dozen California counties, and produced award-winning Sustainable Agricultural Land Conservation Program (SALC) planning grant applications and projects. **Relevant Experience:** *Sustainable Agricultural Lands Conservation; Bay Area Regional Agricultural Plan Framework; Mariposa County Working Lands Conservation Plan.*

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
HR&A ADVISORS, INC.,
hereinafter referred to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations,

unless approved by the County Risk Manager.

- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
- D. **PROFESSIONAL LIABILITY** *or* Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
- E. **UMBRELLA** *or* Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

Building Trades General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. WORKERS' COMPENSATION: Statutory.

D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:
 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers

with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.

2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. ADDITIONAL INSURED STATUS: The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

D. SEVERABILITY OF INTEREST: The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR's subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

IX. PROPERTY

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:

1. The COUNTY shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the COUNTY.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and HR&A ADVISORS, INC.,
hereinafter referred to as "CONTRACTOR"**

COMPENSATION

I. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$300,000.

2. COMPENSATION COMPONENTS

Compensation for services rendered under this Agreement shall be in accordance with the fee schedules contained in ATTACHMENT 2, which is incorporated herein as a part of the Agreement. Services rendered shall be billed at the usual customary rates for the services actually rendered. Total compensation, including fees, expenses, and profits, for services rendered by CONTRACTOR shall not exceed the Maximum Total Payment Amount indicated above.

ITEMIZED TASKS AND SUBTASKS

If CONTRACTOR's Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY's Project Manager. CONTRACTOR shall promptly notify COUNTY's Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be re-evaluated and indicate the reason and/or justification for such reevaluation. COUNTY's Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

3. WORK NOT IN SCOPE OF SERVICES

CONTRACTOR shall immediately notify the COUNTY's Project Manager in writing of any work that the COUNTY requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DIRECTOR approves such request in writing and authorizes the use of any contingency funds, if any, for such work, or an amendment providing for an adjustment in CONTRACTOR's compensation is approved and executed by both parties.

4. NOTIFICATION OF 50% AND 100% EXPENDITURE OF COMPENSATION

CONTRACTOR shall notify COUNTY'S Project Manager in writing upon expenditure of fifty percent (50%) of the authorized Agreement amount and upon one hundred percent (100%) of the authorized Agreement amount.

5. SUBMISSION OF INVOICES

CONTRACTOR shall address and submit all invoices associated with this Agreement by U.S. mail, e-mail, or personal delivery to COUNTY at the address in the Notice provision of this Agreement. CONTRACTOR shall include the following information on all invoices:

1. Contract Number: to be provided by COUNTY
2. Project Name: ECONOMIC DEVELOPMENT SPECIFIC PLAN
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided and Respective Compensation Requested
6. Any other information deemed necessary by CONTRACTOR and/or COUNTY

6. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, COUNTY shall address and submit payments to CONTRACTOR at address in the Notice provision of this Agreement.

CONTRACTOR may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

**ATTACHMENT 2 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
HR&A ADVISORS, INC.,
hereinafter referred to as "CONTRACTOR"**

HR&A Discounted Public / Non-Profit Hourly Rates	Hourly Rates - guaranteed through end of Agreement	Estimated Hours per Task				
		Task 1	Task 2	Task 3	Task 4	Task 5
Partner (Judith Taylor)	\$ 460	8	16	10	40	12
Senior Advisor (Kate Collignon)	\$ 460	4	4		20	3
Principal (Jane Carlson)	\$ 410	16	16	6	20	6
Director (Lamont Cobb)	\$ 360		32	20	40	
Senior Analyst	\$ 275		64	46	100	10
Analyst - Engagement Focused	\$ 220			80		10
Research Analyst	\$ 175	16	220		200	24
Admin	\$ 105	6		10		2

	Estimated Cost per Task
Sacramento Building Healthy Communities (SacBHC) Rates*	
Director (Kim Williams)	\$ 130
Communications Manager / Staff	65
Community Partners TBD**	
TBD	TBD
Urban Rural Regional Strategies (URRS) Rates***	
Founder & Principal (Serena Unger)	\$ 215
	\$ 10,000.00
	\$ 10,000.00
	\$ 2,150.00
	\$ 2,795.00

Subconsultant fees are included in the fee schedule. Specifically:

* SacBHC will submit monthly invoices to HR&A on a time and materials basis for Task 3, up to a cap of \$10,000.

** Additional outreach partners will be added for outreach assistance, up to a cap of \$10,000

*** URRS will submit monthly invoices to HR&A on a time and materials basis for Tasks 2 and 4, up to cap of \$4,945.

Estimated Project Cost by Task	Estimated Total Cost
Task 1: Project Recon, Kickoff, & Ongoing Project Management	\$ 13,670.00
Task 2: Existing Conditions Analysis	\$ 85,530.00
Task 3: Stakeholder and Business Community Engagement	\$ 65,560.00
Task 4: Economic Development Strategy Development & Implementation Planning	\$ 115,495.00
Task 5: Report Production: EDSP & Implementation Plan (Editing & Graphic Design)	\$ 18,720.00
Project Cost by Task based upon Estimated Hours	\$ 298,975.00
Travel Expenses	\$ 1,025.00
Total Budget Including Travel	\$ 300,000.00

EXHIBIT D to Agreement

COUNTY OF SACRAMENTO CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

_____ (a) the CONTRACTOR is a government or non-profit entity (exempt), or

_____ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or

_____ (c) each Principal Owner (25% or more), does not have any existing child support orders, or

_____ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and

b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsupport.ca.gov.

HR&A Advisors, Inc.
Judith Taylor, Partner

Date