

**AMENDMENT NO.2 TO CONTRACT NO. PESN3942 WITH
Erin Noel**

THIS AMENDMENT is executed this ____ day of _____, 2021 by and between Erin Noel and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Evaluation and Recommendations regarding the Nevada County Community Development Agency Programs executed on February 10, 2020 by Purchasing Agent Contract PESN3942

WHEREAS, the parties desire to amend their agreement to allow or provide for a one year contract extension, revised scope of services for services as needed, and an increase to the contract in the amount of \$25,000 for the revised not to exceed amount of \$101,500; and

WHEREAS, amendment No.1 was approved by resolution No.20-304 for phase II additional services to support the original phase I efforts, extended for an additional one year period and increased by \$27,000 for the revised not to exceed amount of \$76,500;and

WHEREAS, the original contract was executed on February 10, 2020 and executed by the Purchasing Agent in the not to exceed amount of \$49,500.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of March 9, 2021.
2. That the contract term shall be extended to June 30, 2022.
3. That the Schedule of Services, Exhibit "A" shall be revised in its entirety and attached herein.
4. That the Schedule of Charges and Payments, Exhibit "B" shall be revised in its entirety and attached herein.
5. That the maximum contract amount be increased by \$25,000 to a new maximum contract amount of \$101,500.
6. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:
COUNTY COUNSEL

COUNTY OF NEVADA

By: _____

By: _____
Honorable Dan Miller
Chair, of the Board of Supervisors

ATTEST:

CONTRACTOR:

By: _____
Julie Patterson Hunter
Clerk of the Board of Supervisors

By: _____

EXHIBIT A

SCHEDULE OF SERVICES

Contractor shall provide as needed services to gather information required to evaluate, analyze, support and implementation of strategy for more effective operation of Community Development Agency (CDA) customer interface and permitting processes. These efforts will build upon prior work from Phase I & II which will includes development and implementation of recommendations and the integration of research and recommendations into Communication and Economic Development planning. Contractor will serve as a bridge and ambassador to assist in developing mutual understanding between the CDA and the community it regulates.

1. Goals and Description of Work to be performed may include but are not limited to:

- A.** Further evaluate, analyze, and identify existing barriers and issues related to the effectiveness of CDA programs.
- B.** Assist in building bridges and cooperative relationships between CDA staff and permit applicants and subjects of compliance efforts.
- C.** Help staff to be able to better understand and empathize with applicants.
- D.** Help staff to better understand and articulate the underlying purposes of programs.
- E.** Help permittees better anticipate costs/benefits of programs in which they participate.
- F.** Participate as a sounding board for options for improvements to programs and services.
- G.** Review of current practices and procedures regarding Planning, Building, Environmental Health, Public Works, Agricultural, Code Compliance & Cannabis Compliance Departments/Divisions programs.
- H.** Interviews and meetings with customers, CDA department heads, Board of Supervisor members and CDA personnel as needed.
- I.** Possible development and delivery of a customer survey, to be administered to either all CDA customers applicable to compliance and/or permitting programs, or as agreed upon by Contractor and the CDA Agency Director or their approved designee.
- J.** Legal and policy research related to Nevada County regulations, including becoming thoroughly knowledgeable on relevant planning/building/environmental health/cannabis compliance/code compliance codes, general plan requirements.
- K.** Although Erin Noel is still bound by confidentiality requirements as she is an attorney performing legal and policy work, Erin Noel will not represent Nevada County as an attorney and will not provide legal advice regarding planning law interpretation. She will conduct legal and policy research to provide the requisite background for understanding policy and developing recommendations.
- L.** Participation in group meetings with various interested parties to solicit information.
- M.** Participation in challenging CDA customer projects as a reviewing party focusing on aspects of customer service, communication, problem solving, and transparency.
- N.** Work with CDA/Departments and partners on focus areas selected by Nevada County develop policies that will address public concerns and GP/regulatory needs. Additional policy research will be conducted. Solutions will come from departments, with review and research-based suggestions from Erin Noel including feedback based on public concerns from community/staff interviews. Other community partners may be consulted.
- O.** Collaborate with the CDA leadership team to evaluate and understand the report of Evaluation of Community Development Agency Processes and Services dated September 25, 2020.
- P.** Collaborate with departments to determine the mechanisms needed to implement.
 - Review other models

- Assess/address data gaps; e.g., is there baseline data on current methods to which changes are compared?
- ID legal issues to be resolved with County Counsel.
- Assess whether proposed policy change includes recommending possible legislative action (i.e., changes to ordinances).
- Assess whether any departments implicated beyond CDA (e.g., tax assessor, IT).
- Is additional funding or staffing needed?
- Assess need for additional internal programs/staffing to implement recommendations.

Q. Collaborate with departments to ensure that policy changes respond effectively to evaluation issues, by completing the following:

- Working with staff to design and implement changes to existing policy and procedures.
- Collaborate with staff to make long term plan for continued implementation success where recommended change is ongoing
- Identify and troubleshoot problems
- Design evaluation and feedback tools for making ongoing revisions to the program.
- Assessing whether changes meet needs expressed by public.

- 2. Location and office use:** Contractor may determine work location. However, upon Contractor's request to facilitate interviews of both staff and customers, contractor will be provided a conference room at the Rood Government Center.
- 3. Telephone:** Contractor will be provided a telephone number at the CDA at which messages from interviewees may be left and retrieved if requested by Contractor.
- 4. Requested Work:** The CDA Director (or designee) may request participation in meetings on specific follow up items related to her initial report. In addition, CDA Director may request Contractor to write more specifics surrounding finding(s) or provide additional information based on the research she already conducted. For additional services from the above list in section 1 at any time during the contract term, any requested work by the CDA Director (or designee) must have a project scope defined and estimated hours per task returned to the CDA Director (or designee) for review and consideration. All project scopes must be approved by the CDA Director (or designee) in writing prior to commencement of work.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

1. Maximum Limit & Fee Schedule

The County agrees to reimburse the Contractor for satisfactory performance of services as described in Exhibit "A" a maximum not to exceed \$25,000 for the contract term through June 30, 2022, inclusive of all travel, conferences, seminars, and other costs involved with performing the Schedule of Services, see Exhibit A.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

2. Payment Schedule

Contractor will be compensated at an hourly rate of \$150 and will bill for services bi-weekly.

FY 20/21- shall not exceed \$15,000

FY 21/22- shall not exceed \$10,000

3. Invoices

Contractor must send invoice to County. Each invoice shall include:

- Title of approved project scope
- Billing period covered including a time log of daily hours per specific project and activities performed
- Dates/Months services were rendered
- Contract number

Invoices shall be submitted to:

Nevada County CDA Administration

Attn: CDA Fiscal

950 Maidu Ave Suite 170

PO Box 599002

Nevada City CA 95959-7902

(530) 470-2799

e-mail: cda.fiscal@co.nevada.ca.us

4. Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.