

AGREEMENT NO. ___-___

(Agreement for On-Call Land Use and Planning Consulting Services)

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2025, by and between the County of Yolo, a political subdivision of the State of California (“County”), and RANEY Planning & Management, Inc., a California Corporation (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent in environmental land use and planning matters; and

WHEREAS, the County desires to obtain On-Call Land Use and Planning Consulting Services; and

WHEREAS, the County circulated and distributed a request for qualifications (RFQ), an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide project management, planning, and extension of staff services, and support for the review and processing of discretionary development applications, an excerpt of which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County; and

WHEREAS, Yolo County reserves the right to approve the Contractor’s project manager and any requested personnel and subcontractor changes during the course of each project; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services in accordance with Exhibits A and B, and in a manner satisfactory to the Director of Community Services or his/her written designee (“Director”): as-needed, on-call land use and planning consulting services. These services include the following tasks: consultation on discretionary development projects; services related to land use and planning; processing discretionary development applications; project management; contract staff planning support; and, attendance at public hearings.

B. More specifically, the Contractor shall provide the full range of services with regard to the services described above, with the focus on: (a) demonstrable understanding of planning and zoning laws, and other applicable laws; (b) processing the types of discretionary reviews anticipated in rural and agricultural Yolo County, such as use permits, tentative maps, rezones, and specific plans, including cannabis use permits; (c) and, analyses and review for processing discretionary applications for cannabis projects. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A
Exhibit B

RFQ Excerpt
Proposal Excerpt

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. The Director may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph II of this Agreement.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated according to the hourly rates set forth in the Contractor’s proposal, for Contractor and its subconsultants, as included in Exhibit B. Provided, however, that the total amount of compensation to be paid to Contractor for the

services required by this Agreement shall not exceed three hundred thousand dollars (\$300,000.00). In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth herein. The compensation set forth above includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement.

III. METHOD OF PAYMENT

A. Not more frequently than monthly, and in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

IV. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use. Upon request by County, Contractor agrees to compile and produce documents in response to any Public Records Act request or subpoena.

No additional charge will be made for any of the foregoing.

VI. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2025, through June 30, 2028, unless sooner terminated as hereinafter provided. The County reserves the right to renew the contract after this initial term, for one (1) additional two-year renewal period by

providing thirty (30) days' written notice prior to the expiration of the remaining term.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 60 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all

preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

IX. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

X. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XI. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of

the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

C. Subcontractor agrees to be bound to the General Contractor/**or** Contractor and the County of Yolo in the same manner and to the same extent as General Contractor/**or** Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- d. **Workers' Compensation** – Statutory Limits/Employers'

Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be

endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work.

Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement. All subcontractors must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration of this Agreement. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XIV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Attn: Rod Stinson, Vice President
RANEY Planning & Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834
rods@raneymanagement.com

County: Stephanie Cormier, Chief Assistant Director
Yolo County Department of Community Services
292 W. Beamer Street
Woodland, CA 95695
Attn: Jeff Anderson, Principal Planner
jeff.anderson@yolocounty.gov

B. Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XV. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage,

brokerage fee, gift or contingent fee.

XVII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

D. Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

E. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this

Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

F. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XX. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXI. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties

in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR
DocuSigned by:

By: Rod Stinson
372E583DAABB458...
RANEY Planning & Management, Inc.

COUNTY OF YOLO

By: _____
Mary Vixie Sandy, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:

E. May
Eric May, Senior Deputy County Counsel

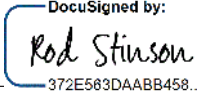
[NOTE: the forms that follow are provided to assist you, but they are not part of the contract]

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

CONTRACTOR

By:  _____
DocuSigned by:
Rod Stinson
372E563DAABB458...

Rod Stinson, Vice President

[NOTE: the forms that follow are provided to assist you, but they are not part of the contract]

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify under penalty of perjury that in the performance of the work for which this Agreement is entered into, and for the duration of this Agreement, I shall not employ any person so as to become subject to the Workers' Compensation Laws of the State of California and that, should I intend to so employ any person at any time during the term of this Agreement, I shall promptly so notify the County of Yolo and provide proof of Workers' Compensation/Employers' liability insurance in an amount of not less than \$1,000,000 for per accident for bodily injury or disease before employing any such person.

Executed this ___ day of _____, 2025, at _____, California.

CONTRACTOR

By _____

Print Name/Title

EXHIBIT A

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo is requesting proposals from qualified consultants and/or firms to:

- (1) provide As-Needed, On-Call, CEQA Consulting Services for the County of Yolo, Community Services Department, per scope of work, as outlined in this RFQ;

or

- (2) provide As-Needed, On-Call, Land Use and Planning Consulting Services for the County of Yolo, Community Services Department, per scope of work, as outlined in this RFQ.

A Proposer may submit a response for either (1) or (2), or a joint proposal for both.

Proposers who submit a response to this RFQ must have the ability to meet the requirements for providing the consulting services they are submitting a proposal for, including complying with all the terms and conditions contained in this RFQ.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

- a. a. Supplier, Vendor, Contractor, Firm, Consultant
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer
 - e. Beacon, Beacon Bid
2. "The County" refers to the County of Yolo, California.

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EXHIBIT A**C. SCOPE OF WORK****1. PART 1 – FOR CEQA CONSULTANTS****a. General Description:**

The County of Yolo is seeking to obtain consultants to provide the following services on an as-needed, on-call basis for Environmental Planning and Development Services.

Selected consultants and/or firms will be issued an “as-needed” contract for a period of three years. As development projects arise within the County, consultants and/or firms will be contacted to quote specific tasks. There is no guarantee of any specific work being awarded.

b. Technical Specifications:

Consultant/Firm shall perform project tasks which tasks shall include, but are not limited to, the following:

- i. Consultation on development projects, including meetings with County staff and Applicants;
- ii. Various environmental services related to CEQA/NEPA compliance, environmental assessments, including Initial Studies and supporting documents that meet all of the requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.), and preparation and/or review of technical studies;
- iii. Addressing environmental issues that result in a complete and legally adequate document in compliance with CEQA and the State CEQA Guidelines and other applicable laws;
- iv. Completing environmental studies for discretionary development applications such as Use Permits, Tentative Maps, Rezones, and Specific Plans, including cannabis Use Permits;
- v. Experience with CEQA analyses and review required for cannabis projects;
- vi. Project management; and
- vii. Attendance at public hearings.

c. Minimum Requirements:

The selected Proposer (i.e., Contractor) shall meet the following requirements:

- i. Vendor shall have a minimum of five (5) years’ experience performing the CEQA consulting services required in this RFQ, including environmental reviews prepared for the types of development applications anticipated in rural and agricultural Yolo County, including licensed cannabis uses.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A**2. PART 2 – FOR LAND USE AND PLANNING CONSULTANTS****a. General Description:**

The County of Yolo is seeking to obtain consultants to provide the following services on an as-needed, on-call basis for Land Use, Planning and Development Services.

Selected consultants and/or firms will be issued an “as-needed” contract for a period of three years. As development projects arise within the County, consultants and/or firms will be contacted to quote specific tasks. There is no guarantee of any specific work being awarded.

b. Technical Specifications:

Consultant/Firm shall perform project tasks which tasks shall include, but are not limited to, the following:

- i. Consultation on discretionary development projects, including meetings with County staff and Applicants;
- ii. Various services related to land use and Planning, including a demonstrable understanding of Planning and Zoning Laws, and other applicable laws;
- iii. Processing discretionary development applications such as Use Permits, Tentative Maps, Rezones, and Specific Plans, including cannabis Use Permits;
- iv. Planning-level project management services;
- v. Contract staff Planning support; and
- vi. Attendance at public hearings.

c. Minimum Requirements:

The selected Proposer (i.e., Contractor) shall meet the following requirements:

- i. Vendor shall have a minimum of five (5) years’ experience performing the Land Use and Planning services required in this RFQ, including processing the types of development applications anticipated in both rural and agricultural communities throughout Yolo County. This will include licensed cannabis uses.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A**3. DELIVERABLES/ REPORTS**

The Contractor(s) shall complete all tasks and reports required above within the County timeframes designated.

4. AWARDED CONTRACTOR(S) REQUIREMENTS

- a. The successful awarded contractor(s) must supply all insurance requirements as required in Attachment 1.
- b. **CONTRACT TERM:** Contractor(s) agrees to provide awarded items and/or services as specified in the RFQ document for a period of three (3) years from July 1, 2025 to June 30, 2028.

The agreement may be extended by mutual consent for two (2) additional one-year renewal periods. Contract rates shall remain firm for the initial three-year term of the contract. See Price Escalation Terms in Section IV of this RFQ for potential price increases during the renewals.

5. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFQ Schedule of Events. Proposers shall respond to the written RFQ and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

6. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Beacon Bid's platform (<https://www.beaconbid.com/solicitations/yolo-county/open>).

It is the sole responsibility of the proposer to ensure their proposal reaches Beacon before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Beacon at 1-888-402-2231 or suppliersupport@beaconbid.com for vendor support.

Bidders/Offerors are cautioned to allow adequate time to ensure timely receipt of their proposals. The County is not responsible for any delays of the Bidder's/Offeror's proposal delivery. Late proposals shall not be accepted, nor shall additional time be granted to any potential Bidder/Offeror.

7. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFQ will be posted as an addendum on Beacon. Answers to questions submitted through Beacon shall be considered addenda to the solicitation documents.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A**II. SCHEDULE OF EVENTS**

The following RFQ Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 AM and 4:00 PM., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through Beacon.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted on the Beacon website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFQ	Thursday, January 23, 2025	
2	Deadline for Written Comments from Vendors (Posted in Beacon)	Thursday, February 6, 2025	2:00pm
3	County Issues Responses to Written Comments	Thursday, February 13, 2025	
4	Deadline Proposals Due	Thursday, February 20, 2025	2:00pm
5	County Completes Evaluations (Estimated)	March 2025	
6	Anticipated Contract Start Date based on Board Approval	July 1, 2025	

[REST OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A**III. GENERAL INSTRUCTIONS AND INFORMATION****A. RFQ COORDINATOR**

The following RFQ Coordinator shall be the main point of contact for this RFQ:

RFQ Coordinator: Hiren Desai

Phone: (859) 420-6760

hiren@bluebloodconsulting.com

B. COMMUNICATIONS REGARDING THE RFQ

Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator named above, unless otherwise specified in this RFQ. Unauthorized contact regarding the RFQ with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at: <https://www.beaconbid.com/solicitations/yolo-county/open> in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, Deadline for Written Comments Posted or per any changes to Schedule of Events as posted to Beacon.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any solicitation document updates, changes, or answers to questions posted at the Beacon website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFQ should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

EXHIBIT A

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFQ. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFQ, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment 1 before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFQ AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFQ in writing at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued it shall be provided to all proposers through Beacon. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety.

EXHIBIT A

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the proposer from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFQ.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

EXHIBIT A

Award Evaluation Criteria:

Criteria	Documentation Source (Section V of RFQ)	Maximum Points
Proposal Transmittal Letter	Exhibit A	Pass/Fail
Qualifications and Experience	Exhibit B	35
Responsibility/Demonstrated Competence	Exhibit C	10
References	Exhibit D	15
Reasonableness of Fee Proposal	Exhibit E	30
Other Factors	Exhibit F	10
Evidence of Financial Stability	Exhibit G	Pass/Fail
Responsiveness/Responsibility (in general)	Entire Proposal	Pass/Fail

The County reserves the right to hold interviews/discussions with selected finalists, if it is in the best interest of the County to do so. If the County decides to move forward with interviews, a separate set of criteria points will be created and added to the total.

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A**IV. TERMS AND CONDITIONS****A. QUALIFICATIONS/INSPECTION**

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFQ Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFQ by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFQ with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

EXHIBIT A**H. EXTENSIONS**

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION

All prices are firm for the initial three (3) year term of the contract. The Contractor may request to raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the one-year renewal periods/extensions. The increase in price shall remain firm for the entire renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

J. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

EXHIBIT A**M. TERMINATION FOR CONVENIENCE**

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFQ, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFQ Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFQ/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

EXHIBIT A

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of General Services
120 W Main St., Ste. G
Woodland, CA 95695

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFQ Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFQ Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on Beacon.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions.**" No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFQ. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement.**" Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

EXHIBIT A

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract.**" A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

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EXHIBIT A**V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL****A. SUBMITTING PROPOSALS**

The required method of submitting your proposal is electronically through Beacon. It is the sole responsibility of the proposer to ensure their proposal reaches Beacon before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Beacon at 1-888-402-2231 or suppliersupport@beaconbid.com for vendor support.

Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

IMPORTANT: Tailor your proposal response to the specific category of services you are applying for (i.e., CEQA Consulting or Land Use and Planning Consulting as described in the Scope of Work Section of this RFQ).

If applying for both categories of services in one joint proposal, please clearly label and provide separate and distinct information for each category of services (for example: for references, complete an Exhibit D for each category – one for CEQA and one for Land Use and Planning).

1) Exhibit "A" - Proposal Transmittal Letter

- a. The proposal transmittal letter shall be signed by an official authorized to solicit business and enter into contracts for the Proposer. The cover letter should include the name, address, email address, and phone number of the authorized business contact.
- b. If the Proposer is submitting in conjunction with a subcontractor, information on the subcontractor shall also be included.

2) Exhibit "B" – Qualifications and Experience

In this section, the Proposer shall provide the following:

- a. A description summarizing Proposer/s experience over the past five years in performing similar services to those requested in Section I.C. of this RFQ.
- b. For commitments or projects referenced in the statement of experience and qualifications, list the involvement of the Project Manager and other proposed key personnel, such as Contract Staff.
- c. A statement demonstrating an understanding of the services desired by the County, and the general approach required for providing related services, including:

EXHIBIT A

- i. For CEQA Services: preparation of Initial Studies, Negative/Mitigated Negative Declarations, and Environmental Impact Reports, including a description of all activities associated with the planning, coordination, and reporting during a CEQA review process.
 - ii. For Land Use and Planning Services: a description of all activities associated with the planning, coordination, and reporting during a discretionary application review process.
 - d. A statement identifying the personnel likely to be assigned to projects for Yolo County. Vendor shall identify key staff including Project Managers, Contract Staff Planners, other Key Personnel and their qualifications, including resumes.
 - e. A statement identifying the firm's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.
 - f. A brief description of the firm's experience and history in meeting tight project deadlines.
 - g. A brief description of the firm's ability to control project budgets.
- 3) Exhibit "C" – Responsibility/Demonstrated Competence
 - a. List instances within the past five (5) years, if any, where Consultant has defaulted on a contract. Provide an explanation of the reason for the default for each instance.
 - b. List instances, if any, when your firm has been suspended or debarred by any government agency. Provide an explanation of the reason for the suspension or debarment for each instance.
 - c. List all claims made in the past five (5) years against your company concerning your company's work on a project that have been filed in court or gone to arbitration.
 - d. Have you ever been terminated from any project due to a contract dispute or claim filed against your company? If yes, please explain.
 - e. Describe the process by which your firm resolves problems with clients.
 - f. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.
- 4) Exhibit "D" - References
 - a. Please complete Exhibit D (Previous Customer Reference Form).
 - b. Provide references from three (3) different municipal agencies, including rural and agriculturally dominant areas, served by the consultant during the past five (5) years, for projects similar in size and scope. Include the name, email address and telephone number for a contact person from each reference, and the date range for which the services were rendered for each client contact. The County reserves the right to contact any references listed, if it is in the County's best interest to do so.
 - c. Preference will be given for references with California state or local government agencies.
 - d. References cannot be from any individuals on behalf of Yolo County itself.

EXHIBIT A5) Exhibit "E" – Fee Proposal

Proposer shall provide a list of rates which shall be inclusive of all costs associated with work likely to be assigned the firm related to tasks stated in this RFQ, including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc.

6) Exhibit "F"- Other Factors

In order to properly assess vendor availability, each firm shall provide a list of current commitments for the relevant category of services you are applying for (i.e., CEQA or Land Use and Planning), which are currently being handled by vendor's firm, including how many of the commitments are the responsibility of the Project Manager named in the proposal.

7) Exhibit "G"- Evidence of Financial Stability

a. Proposers must provide the following financial data demonstrating financial stability:

- i. If the Proposer is an audited organization, please provide the last three (3) years of audited financial statements (in US dollars) for your organization and identify which entity audited the statements. If such information is not available in whole or in part, please explain why.
- ii. All Proposers must provide sufficient information to enable the County to determine that the Proposer's financial health and capability are sufficient to meet the anticipated contractual and usage requirements of any resulting agreement. The County is the sole judge for making a determination about Proposer's financial stability and may request additional information, if it is in the best interest of the County to do so.

8) Exhibit "H" - Signature Page

a. Vendor shall complete and sign the County signature page form.

9) Exhibit "I" - Non-Collusion Non-Conflict of Interest Statement

a. Vendor shall complete and sign the County form.

10) Exhibit "J" - Exceptions to Agreement

a. Vendor shall include a statement that the appropriate personnel have reviewed the Sample Agreement in the submitted proposal. Vendor shall complete and sign the Certification of Exception to RFQ Documents form.

C. REQUIRED PROPOSAL FORMAT

1. The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

2. The format and content of the Proposal are as follows:

EXHIBIT A

- a. If provided, **use any forms included in the Exhibits** as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
- b. Identify the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
- c. All pages must be numbered sequentially.

[END OF DOCUMENT: PLEASE SEE ALL RELATED ATTACHMENTS AND EXHIBITS AS NOTED IN THE TABLE OF CONTENTS.]

EXHIBIT B



ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING



Exhibit A: Transmittal Letter
Statement of Qualifications for
RFQ #2025-002 Land Use and Planning Consulting
Services Yolo County Department of Community Services
Attn: Hiren Desai, RFQ Coordinator

Corporate Office:
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100
info@raneymanagement.com

Cindy Gnos, AICP
Senior Vice President
Kevin Valente, AICP
Senior Associate

**EXHIBIT B****WWW.RANEYMANAGEMENT.COM****NORTHERN CALIFORNIA**

1501 SPORTS DRIVE, SUITE A

SACRAMENTO, CA 95834

TEL: 916.372.6100 · FAX: 916.419.6108

February 20, 2025

Mr. Hiren Desai, RFQ Coordinator
Yolo County Department of Community Services
292 West Beamer Street
Woodland, CA 95695

Re: Exhibit A: Transmittal Letter for Request for Qualifications (RFQ) 2025-0002 Land Use and Planning Consulting Services

Dear Mr. Desai:

On behalf of Raney Planning & Management, Inc., I am pleased to submit our Statement of Qualifications (SOQ) in response to the Yolo County Community Services Department RFQ for Land Use and Planning Services. My colleagues and I appreciate the continued opportunity to work with you and the staff at the Yolo County Community Services Department.

Over the past 26 years, Raney has completed over 1,000 California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), planning, and air quality-related projects. This has provided us the expertise to provide efficient project management and thorough planning services to ensure the needs and expectations of every client are satisfied. President Tim Raney, AICP, Senior Associate, Kevin Valente, AICP, and I have served as local government planning staff and have a thorough understanding of the land use and planning processes. Raney is proud to be an independent and privately-owned small business entity in Sacramento, providing environmental, land use planning, and affordable housing services. Raney has deliberately remained a small company that is selective with the projects we accept. This provides our clients with the greatest level and depth of experience on each project, as well as specialized client services to meet every project timeline.

Raney firmly believes that not only does our experience exceed the minimum qualifications stated in the RFQ, but our commitment to a high level of coordination and communication will provide Yolo County with an unparalleled level of service. Raney has provided contract planning services to Yolo County since 2017 and currently provides on-call planning services to several jurisdictions including the cities of Antioch, Concord, Elk Grove, Galt, Lincoln, Live Oak, Sacramento, and Wheatland, as well as Butte County, and El Dorado County.

To meet the needs of Yolo County, we have provided a summary of Raney's relevant experience and expertise in the provision of planning and public outreach services. Thank you for the opportunity to submit our SOQ for your consideration. If you have any questions regarding our submittal or if you would like additional information, please feel free to contact Senior Associate Kevin Valente, AICP, or myself.

Thank you,

A handwritten signature in black ink that reads 'Cindy Gnos'.

Cindy Gnos, AICP, Senior Vice President

cindygnos@raneymanagement.com

(916) 372-6100

EXHIBIT B



ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING



Exhibit B: Qualifications and Experience

Statement of Qualifications for

RFQ #2025-002 Land Use and Planning Consulting Services

Yolo County Department of Community Services

Attn: Hiren Desai, RFQ Coordinator

Corporate Office:

1501 Sports Drive, Suite A

Sacramento, CA 95834

Office: (916) 372-6100

info@raneymanagement.com

Cindy Gnos, AICP

Senior Vice President

Kevin Valente, AICP

Senior Associate

EXHIBIT B

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I. SUMMARY OF FIRM QUALIFICATIONS AND SERVICES

Raney Planning & Management, Inc. was established in 1999 by Company President Tim Raney, AICP, to provide professional contract planning and environmental services throughout California. Raney Planning & Management is located in Sacramento, California, and is proud to remain a respected and privately-owned professional services firm that has been providing high quality professional services for 26 years. Together with Senior Vice President Cindy Gnos, AICP, Mr. Raney has built a reputation for the company as one of the most trusted, experienced, and highly regarded small planning and environmental firms in northern California.

In January 2003, Laurin Associates merged with Raney Planning and Management, Inc. to form the Laurin Associates Division. Laurin Associates was formed in 1981 to provide pre-development financial feasibility and policy analysis for cities, counties, and private development interest. Complementing Raney's services, the Laurin Associates Division offers clients with affordable housing and community development services including market studies of affordable and special needs segments of society, housing policy analysis and development, grant writing and administration, residential relocation, as well as prevailing wage monitoring for construction projects. Laurin Associates Division is proud to have provided their services throughout California and will be available to assist the Raney Division throughout the process, if necessary. A complete description of the Laurin Associates Division is available upon request.

Since the firm's establishment, Raney has maintained the same key management staff for over a decade. Vice President, Nick Pappani, has been with Raney for 23 years, Vice President/Air Quality Specialist, Rod Stinson, has been with Raney for 20 years, Division Manager/Air Quality Specialist, Angela DaRosa, has been with Raney for 15 years, and Senior Associate, Kevin Valente, AICP, has been with Raney for 12 years. Together, the management team oversees a talented staff of writers and administrative personnel. Unlike many of the larger EIR firms, Raney provides each of its clients with the management core of the company. This provides our clients with the greatest level and depth of experience on each project, as well as specialized client services. Raney Planning & Management is comprised of 26 employees, all of whom operate out of the Sacramento office.

FIRM QUALIFICATIONS AND SERVICES

Over the past 26 years, Raney has completed over 1,000 CEQA, NEPA, Air Quality, and planning related projects, ranging from conducting application completeness checks for the cities of Antioch and Galt to preparing larger policy documents such as the Community Vision for the City of Wheatland. President Tim Raney, AICP; Senior Vice President, Cindy Gnos, AICP; and Senior Associate, Kevin Valente, AICP have served as local government planning staff and have a thorough understanding of the land use and planning processes. Together, Mr. Raney, Ms. Gnos, and Mr. Valente have over 70 years of combined experience in providing planning services.

Raney has prepared policy documents and provided public outreach for projects such as the APA Award-winning Community Vision, Downtown Corridor Improvement Plan, and Bike and

EXHIBIT B

Pedestrian Master Plan for the City of Wheatland; the Lodi Development Code Update; and the Galt Development Code Update. In addition to our planning-specific projects, Raney has provided contract planning services (i.e., processing development applications) to a number of jurisdictions, including the cities of Antioch, Brentwood, Concord, Elk Grove, Galt, Lincoln, Live Oak, Nevada City, Oakley, Sacramento, Wheatland, as well as Butte County, El Dorado County, Nevada County, and Yolo County.

What further separates Raney from other contract planning consulting firms is Raney's ability to successfully guide new projects through both the planning and environmental review processes. For multiple jurisdictions, Raney has provided both planning and CEQA review services, such as preparing an annexation application, staff reports, and an EIR for the Eastview Specific Plan in the City of Galt and preparing staff reports and an EIR for the Vineyards at Sand Creek project in the City of Antioch. Additionally, Raney has extensive experience in overseeing projects from application submittal to final plan check. For example, Raney provided planning services and prepared an IS/MND for the Rocketship School project in the City of Antioch, which was for the demolition of an existing on-site structure to construct a new K-5 charter school. Raney reviewed the application for completion, administered the architectural peer review, drafted the staff reports, prepared the conditions of approval, prepared the resolutions and ordinances, and presented the project to the Planning Commission and City Council. Following the project approval, Raney performed the final plan check prior to issuance of a building permit. Senior Associate, Kevin Valente, AICP, served as the Project Manager for the project and was assisted by Senior Vice President, Cindy Gnos, AICP as Project Director. Through these experiences, Raney has gained a unique understanding of the role CEQA plays in the planning entitlement process and the most cost-efficient and effective way to provide on-call planning services.

Raney offers a unique range of services which include municipal planning assistance; project management; environmental consulting; and air quality and greenhouse gas emissions analyses, including CEQA and NEPA compliance. Raney's approach is to serve as an extension of lead agency staff, tailoring our services to meet the unique needs of each jurisdiction and the issues associated with individual projects. Raney provides the management core of the company on every project, ensuring that our clients receive the highest level of expertise and that all work products are delivered in a timely and cost-efficient manner. The following is a list of Raney's planning services.

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- **Contract Planning Services**
 - Determine the completeness of development applications;
 - Project routing and entitlement processing;
 - Interagency coordination;
 - Staff reports and resolutions/ordinances;
 - Presenting applications to Planning Commission and Board of Supervisors;
 - Development Agreement negotiations; and
 - Ongoing staff-level support.
- **Public Outreach and Meeting/Hearing Facilitation**
 - NOP Scoping hearings/open house events;
 - Staff report presentations to decision makers;
 - Joint presentations with staff on environmental documents; and
 - Project stakeholder meetings and ad-hoc committee meetings.

The wealth of Raney’s experience and services enables Raney to provide planning services in both a timely and cost-efficient manner while ensuring that the needs and expectations of every client are satisfied. Raney serves its clients with pride and seeks to add value to the planning review process, thereby alleviating the workload pressures typically placed on a client’s staff. In addition, Raney consistently provides facilitation and direction throughout the processing of highly controversial projects through the engagement of project stakeholders, attention to details, and interactive discussions with staff. Raney staff values the importance of constant communication and ensures availability to our clients by phone, email, virtual meetings (i.e., Zoom, Microsoft Teams, etc.), and conference calls.

The following section provides a more in-depth description of the above listed services provided by Raney.

CONTRACT PLANNING SERVICES

Raney offers a range of planning services, including but not limited to entitlement review, plan checks, annexation application processing, project management, and the processing of general development plans, General Plan amendments, zone changes, use permits, and variances. In our experience providing on-call and contract planning services, Raney has consistently assisted jurisdictions with review of development applications, including determination of application completeness, review for consistency with general plans, specific plans, and zoning codes; management of architectural peer reviews; processing complex entitlements; routing applications; coordination with applicable internal departments and outside agencies; and handling tribal consultation pursuant to Assembly Bill (AB) 52 and Senate Bill (SB) 18 requirements.

Raney has provided contract planning services for numerous jurisdictions, including the cities of Antioch, Brentwood, Elk Grove, Galt, Lincoln, Live Oak, Oakley, Sacramento, and Wheatland, as well as Butte County, El Dorado County, Nevada County, and Yolo County. For example, Raney has served as on-call planning and environmental consultants to the City of Wheatland for 20 years serving as the Community Development Department and preparing countless staff reports, development agreements, and CEQA documents for new developments within the City, as well as negotiating development agreements. Raney has also served as on-call planning and environmental consultants to the City of Galt for 18 years. In this capacity, Raney has provided services such as

Exhibit B: Qualifications and Experience

RFQ #2025-0002 – Land Use and Planning Consulting Services

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planning application and design review, preparation of staff reports and conditions of approval, agency coordination, preparation and processing of annexation applications, and preparation and processing of CEQA documents. In addition, Senior Planner, Kevin Valente, AICP, previously served as the Planning Director for the City of Live Oak for eight years.

Raney has also prepared staff reports and resolutions/ordinances, including staff reports on the environmental documents prepared by Raney. For example, as contract planners for the City of Pacifica, Raney prepared staff reports for a number of projects including, the 2355 Beach Boulevard project, the Pacific Skies Estates project, and the 1375 Livingston Avenue project. Additionally, for the City of Antioch, Raney prepared staff reports and the associated environmental documents for new development projects including, the Vineyards at Sand Creek, The Ranch, Albers Ranch, and the Rocketship School to name a few. Lastly, Raney has assisted and facilitated development agreement negotiations for jurisdictions and has presented to Planning Commissions, City Councils, and Boards of Supervisions on behalf of jurisdiction staff.

Raney currently assists Yolo County with processing Conditional Use Permits for various cannabis-related projects, including reviewing applications, consulting with agencies and County departments, and preparing CEQA compliance checklists. The Yolo County Cannabis Land Use Ordinance (CLUO) EIR was prepared as a programmatic EIR for adoption of the CLUO and to support streamlined review of individual permit applications pursuant to CEQA Guidelines Sections 15168, 15162, and 15183. Raney has prepared 14 CEQA checklists for cannabis-related projects in the Yolo County, which evaluate each project's consistency with the CLUO EIR and determine if further environmental review is required.

In addition, Raney is experienced in processing entitlements for cannabis-related conditional use permit applications. Raney previously served as contract planners to the City of Sacramento processing cannabis-related applications. During that time, Raney processed over 75 Zoning Administrator cannabis production (i.e., cultivation, manufacturing, and distribution) and cannabis dispensary Conditional Use Permit applications and over 50 minor modifications to existing Conditional Use Permits. Through this experience, Raney understands the unique challenges that jurisdictions may face during the entitlement processing and how to handle interactions with stakeholders, elected officials, and the community when discussing controversial issues related to cannabis. For example, the City of Sacramento has implemented a cannabis production cap, which limits the total amount of square footage for cannabis cultivation and distribution to 2.5 million square feet in the southeast area of the City of Sacramento. The cannabis production cap has required Raney to coordinate extensively with the neighborhood group in the area known as Power Inn Alliance, as well as the applicants, to explain the cap and the effect the cap could have on their proposed project. Additionally, due to the nature of the applications, Raney coordinated extensively with the Sacramento Police Department to confirm each projects' proposed floor plan and security plan met the Sacramento Police Department's requirements to ensure the safety and security of the future workers and community members. As part of the planning process, Raney reviewed applications for completeness; routed the projects to City Departments for review; prepared the public noticing, presentations, and conditions of approval; and presented the Conditional Use Permit applications at Zoning Administrator hearings for review and approval.

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Furthermore, Raney has worked on several complex, large-scale general plan and zoning amendment projects throughout California. One example is the Johnson Rancho project in Wheatland, which contained extensive amendments to the General Plan land use designations and Circulation Element. Raney prepared both the EIR for the project as well as provided planning services for the City of Wheatland which included the processing of the development project through City Council and LAFCo review. In addition, Raney facilitated the City and County tax sharing agreement to allow the project to be annexed to the City. Raney has been involved in many projects which included a Specific Plan/Precise Plan. Raney provided planning services for the Eastview Specific Plan project in the City of Galt, which included processing the development application, assisting with the processing of the annexation application, as well as preparation of a joint program-, project-level EIR. Senior Vice President, Cindy Gnos, AICP, served as the City's main contact with the Sacramento County LAFCo and prepared the annexation application and Plan for Services on behalf of the City.

LIST OF MUNICIPAL AGENCIES

The following is a list of the municipal agencies for which Raney has conducted planning consulting work, similar to that requested in the RFQ, within the past five (5) years.

- City of Antioch;
- City of Brentwood;
- City of Concord;
- City of Galt;
- City of Lincoln;
- City of Live Oak;
- City of Nevada City;
- City of Oakley;
- City of Pacifica;
- City of Sacramento;
- City of Wheatland;
- Butte County;
- El Dorado County;
- Nevada County; and
- Yolo County.

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II. APPROACH TO SERVICES

Raney understands the Yolo County Community Services Department is soliciting qualifications from qualified planning consulting firms to provide consultation on discretionary development projects, including meeting with County staff and applicants; and provide various services related to land use and planning, including a demonstrable understanding of planning and zoning laws, and other applicable laws. The consultant must process discretionary development applications such as Use Permits, Tentative Maps, Rezones, and Specific Plans, including cannabis Use Permits. The consultant will provide planning-level project management services, contract staff Planning support, and attend public hearings.

Raney is able to provide all services outlined above and is certain that our experience providing CEQA documentations services for Yolo County and other jurisdictions throughout northern California, as well as Raney's key staff members' experience working in local government planning uniquely equips Raney to provide Yolo County with exemplary planning services. Raney's approach to planning services is to work closely with County planning staff in order to encourage economic development. Raney will review and process development applications in a timely fashion that is both transparent and consistent with County policies, as well as implement policy direction from Board of Supervisors.

Raney ensures close extensive coordination with lead agency staff throughout the planning and environmental review processes, tailoring our services to meet the unique needs of staff and the individual requirements associated with each distinct project. Raney's approach is to serve as an extension of County staff in providing contract planning services, assisting the County in any way necessary from providing "behind the scenes" planning support to functioning as an extension of County staff. In addition, Raney is available to assist the County in conducting public facilitation and community outreach as necessary to engage local, regional, and state agencies, as well as community stakeholders and the general public. Raney will work closely with County staff at the beginning of the process to identify which issues are of greatest concern to the County and the public, as well as establishing communication protocols. By identifying these issues early in the process, Raney can scrutinize any development proposals and ensure that those issues are adequately addressed through the planning process.

For active applications, Raney will have a schedule and plan in place that clearly outlines the steps necessary to complete the planning review and will respond to planning related inquiries quickly and provide reasonable answers to questions presented. Raney will attend County staff meetings, provide updates on projects, identify upcoming issues, and offer potential solutions. Raney is experienced in working in a collaborative manner and will identify the most effective and efficient plan to accomplishing the goals and objectives of the County. In addition, Raney is available to assist the County in conducting public facilitation and community outreach as necessary to engage local, regional, and state agencies, as well as community stakeholders and the general public. Raney is dedicated to providing our clients with interactive services using a hands-on, direct, and problem-solving approach. Raney firmly believes that early anticipation and constant communication between the lead agency, community stakeholders, and local citizens is the key to the success of a project.

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Raney will designate a project management team for each project. The project management team will remain in place for the duration of the project and will consist of key management staff, including a Project Director and Project Manager. Depending on the nature of each project, it is anticipated that either President, Tim Raney, AICP or Senior Vice President Cindy Gnos, AICP, will serve as the Project Director and will be responsible for overseeing the planning process, and providing quality control. The Project Director will be assisted by Senior Associate, Kevin Valente, AICP, who will serve as the Project Manager. The Project Manager will manage the staff to ensure all planning tasks are completed in a timely manner, and will coordinate with County staff and project team throughout the process.

PUBLIC OUTREACH AND COMMUNITY ENGAGEMENT

Raney's key management staff are seasoned public speakers, having made numerous presentations before Planning Commissions, City Councils, Board of Supervisors, stakeholders, and community groups. Raney has made presentations of project staff reports as well as on the CEQA environmental reviews. Raney will be available to attend meetings and hearings upon request by County staff and will tailor our services to meet the needs of the County and individual projects as they arise. Raney will coordinate with the County to determine the anticipated format for the meetings and hearings and will assist the County in any way necessary, including preparing any necessary PowerPoint or presentation materials, presenting at the meetings, and responding to inquiries from Board of Supervisors, Commission, and the public.

Raney firmly believes that the level of coordination between the County, the applicant, and the local citizens is directly proportional to the success of the project. Raney will coordinate extensively with County staff during the public outreach process and will make ourselves available to assist the County to facilitate the process. Both President, Tim Raney, AICP, and Senior Vice President Cindy Gnos, AICP are expert planners and facilitators and will be available to facilitate meeting and hearings, including presenting options to assist decision makers in achieving their desired outcome. Mr. Raney and Ms. Gnos will be assisted by Senior Associate, Kevin Valente, AICP. Mr. Valente is also an expert planner and facilitator, with over 10 years of public sector planning experience.

A good example that highlights Raney's ability as public outreach facilitators is the work Raney conducted for the City of Wheatland Community Vision document. Raney assisted the Wheatland City Council in establishing a long-term vision for future long-term development of the City of Wheatland, including public facilitation and drafting the Wheatland Community Vision document. Raney facilitated a series of workshops between City Council, Planning Commission, and the local citizens to produce a vision statement and guiding policies in terms of progressive urban planning and Smart Growth principles. Throughout the visioning process, citizens were encouraged to take ownership of the document and the process by incorporating their feedback in establishing a vision for the future of the City. Raney conducted several ad-hoc committee meetings consisting of both Planning Commissioners and City Council members in order to provide coordination on the key issues and to review draft portions of the Community Vision prepared by Raney. Raney prepared the workbooks for the ad-hoc committees and conducted the public workshops. The Community Vision provides a comprehensive guide to the long-term treatment in the areas of Environmental Resources, Community Development and Design, Economic Development, Mobility, Education,

EXHIBIT B

Governance, Infrastructure, Public Safety, and Green Space and Recreation. The intent of the Community Vision is to serve as a guide to City staff in making planning and policy decisions for future development of the City as well as a tool for the public to evaluate the actions of their City government as the City continues to grow. The document is further intended to be a “living” document that will continue to develop and be updated with relation to new laws, new technology, arising challenges, and ever-changing needs of the community. Raney completed the draft and final Community Vision, which has been adopted by City Council.

EXHIBIT B**III. THE RANEY TEAM**

As previously discussed, President, Tim Raney, AICP, or Senior Vice President, Cindy Gnos, AICP, will serve as the Project Director and will be responsible for overseeing the planning process and providing quality control for future projects in Yolo County. Mr. Raney and Ms. Gnos would be assisted by Senior Associate, Kevin Valente, AICP, who will serve as the Project Manager. The Project Manager will be responsible for providing the planning services, as well as coordinating with County staff and the applicant throughout the process. President, Tim Raney, AICP, and Raney's Associate Planners will provide planning support. Below, please find a brief description of qualifications for President, Tim Raney, AICP; Senior Vice President, Cindy Gnos, AICP; and Senior Associate, Kevin Valente, AICP. Raney has included resumes of the key team members in *Appendix A* to this Exhibit B. Raney will complete all planning-related tasks in-house and will not need to subcontract with firms to assist with the processing of planning entitlement applications.

**TIMOTHY RANEY, AICP – PRESIDENT**

1999-Present

Role: Project Director

As the President of Raney Planning & Management, Inc., Mr. Raney serves as the leader of the Raney team. Mr. Raney specializes in planning, public facilitation, and CEQA processing, bringing 36 years of experience to each project. Mr. Raney currently serves as the Community Development Director to the City of Wheatland and, together with Raney staff, has been providing contract planning services to the City since 2004. In addition, Mr. Raney previously served as the Interim Community Development Director for the City of Oakley while the City was completing its General Plan Update.

Since establishing the firm in 1999, Mr. Raney has successfully processed numerous planning, CEQA, and NEPA projects, including Initial Studies, Environmental Impact Reports, Environmental Assessments, and special planning projects such as the APA Award-winning Community Vision for the City of Wheatland. Mr. Raney's diverse experience includes unique and complex projects such as marinas, military base conversions, mining, and solar to large-scale specific plans, master plans, zoning code updates, and numerous private development projects for residential, commercial, mixed-use, industrial, and infrastructure/roadway.

Mr. Raney also has diverse experience in local government, including being Councilmember and Mayor of the City of Citrus Heights, Planner in the City of Sacramento's Planning Department, and previously serving on the Board of the Sacramento Metro Chamber Metro PAC and the Sacramento Tree Foundation. Mr. Raney has been involved in local government issues with the League of California Cities, the Commission on Local Governance for the 21st Century, and the Citrus Heights Chamber of Commerce. This experience gives Mr. Raney a better understanding of the needs and requirements of local government. Mr. Raney has a Bachelor of Science degree in Agricultural Economics from the University of California, Davis.

EXHIBIT B**CINDY GNOS, AICP – SENIOR VICE PRESIDENT**

2000-Present

Role: Project Director

As Raney's Senior Vice President, Ms. Gnos brings over 37 years of experience in environmental and municipal planning. Ms. Gnos has a broad understanding of local government goals and objectives having previously been an employee and part of the local government planning staff for both the cities of Dixon and Sacramento prior to joining Raney in 2000. As Raney's Senior Vice President, Ms. Gnos has managed numerous planning and environmental projects, including special planning projects, Initial Studies, Environmental Impact Reports, and Zoning Ordinances. Ms. Gnos has processed a wide variety of projects and managed the preparation of numerous environmental documents ranging from standard residential, commercial, mixed-use, and industrial projects to program-level annexations, large-scale specific plans, and general plan projects.



Ms. Gnos is a seasoned public speaker, having made hundreds of presentations before community groups, planning commissions, city councils, and boards of supervisors. With this combination of skills and knowledge, Ms. Gnos can create and implement effective strategies to complete a comprehensive environmental document and development review process. Ms. Gnos has a Bachelor of Science degree in City and Regional Planning from California Polytechnic State University, San Luis Obispo.

**KEVIN VALENTE, AICP – SENIOR ASSOCIATE**

2013-Present

Role: Project Manager

Mr. Valente has been with Raney for 12 years bringing his planning knowledge and design background to the processing of development projects and the preparation of larger policy documents and various CEQA documents. Mr. Valente serves as Raney's Senior Planner and has provided contract planning services to the cities of Antioch, Elk Grove, Galt, Lincoln, Live Oak, Oakley, Pacifica, Sacramento, and Wheatland, as well as Butte County, El Dorado County, and Yolo County. Mr. Valente currently assists Yolo County with processing Conditional Use Permits for various cannabis-related projects, including reviewing applications and consulting with agencies and County departments. Under contract with the City of Sacramento, Mr. Valente provided planning services to the Design Review staff, as well as, the Zoning Administrator and has processed over 75 Cannabis Production and Cannabis Dispensary Conditional Use Permits and over 50 minor modifications. Serving as contract planner to the cities of Antioch, Elk Grove, Galt, and Lincoln, as well as Butte County and El Dorado County, Mr. Valente drafts staff reports, writes conditions of approval, conducts plan checks, and presents to the Planning Commission, City Council, and Board of Supervisors. Mr. Valente is also responsible for reviewing development applications; preparing public notices; and coordinating with City and County planning staff, the applicant team, and pertinent local and State agencies.

Exhibit B: Qualifications and Experience

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Moreover, Mr. Valente assists Company President Tim Raney who serves as the Community Development Director for the City of Wheatland, and together the two serve as the City's Planning Department staff. Mr. Valente processes current planning applications, and prepares long range planning documents for the city, such as the Bikeway Master Plan, Downtown Corridor Improvement Plan, Community Development Design Standards, and the Wheatland Housing Element. As contract Planning Director for the City of Live Oak, Mr. Valente assisted with the drafting and adoption of an employment zoning district text and map amendment, which included the creation of two separate Employment Zoning Districts to promote the development of professional offices, businesses, and parks and related campus services, as well as auto service centers, development parks, and construction industries. Mr. Valente recently completed the Live Oak Community Vision and Housing Element Update. In addition to reviewing and processing land use applications, Mr. Valente has answered day-to-day community inquiries, reviewed business license requests, and regularly attended Planning Commission and City Council hearings.

EXHIBIT B

IV. MEETING CLIENTS' NEEDS REGARDING TIMING AND PRESENTATIONS TO ELECTED OFFICIALS AND THE PUBLIC

Raney is dedicated to maintaining continuous communication with our clients. Raney believes that communication is the key to a successful planning process that not only addresses the issue areas identified in state law, but also addresses the important concerns of the County and the community. In order to meet the unique needs of each client, Raney always establishes a project schedule during the project initiation phase of each project. Raney strives to consistently meet all established timeframes. However, if unanticipated issues arise that may affect the schedule, Raney's policy is to immediately coordinate with staff to find an alternate solution or to adjust the schedule accordingly. Raney is dedicated to communicating regularly with our clients through phone and email, and makes time to be available for every client.

Raney serves its clients with pride and seeks to add value to the planning process, thereby alleviating the workload pressures typically placed on a client's staff. In addition, Raney consistently provides facilitation and direction throughout the processing of highly controversial projects through the engagement of project stakeholders and the community, attention to details, and interactive discussions with staff.

Raney's key management staff are seasoned public speakers, having made numerous presentations before Design Review Commissions, Planning Commissions, City Councils, Board of Supervisors, stakeholders, and community groups. Raney has made presentations of project staff reports as well as on project design reviews. Additionally, during the preparation of larger policy documents, Raney conducts workshops to solicit community and stakeholders input to help guide the planning process. Raney will be available to attend meetings and hearings upon request by County staff and will tailor our services to meet the needs of the County and individual projects as they arise. Raney will coordinate with the County to determine the anticipated format for the meetings and hearings and can assist the County with preparing any necessary PowerPoint or presentation materials, presenting at the meetings, and responding to inquiries from the Planning Commission, Board of Supervisors, and the public.

EXHIBIT B

V. FIRM'S ABILITY TO MEET PROJECT DEADLINES

As has been previously mentioned, Raney insists that communication is the key to meeting every clients' individual needs for every project, including meeting tight project deadlines. As previously noted, Raney has deliberately remained a small, privately-owned company that is selective with the projects it accepts. This provides clients with the greatest level and depth of experience on each project, as well as specialized client services to make sure Raney meets every need and timeline for each unique project. The management team maintains continuous communication with clients and is always available by phone and email.

Raney understands that instances may occur where a project's approval deadline may be expedited for a variety of reasons. In these instances, Raney can be more nimble than larger consulting firms and works with clients to determine creative methods of meeting the client's timeframes. One such instance was for the Grasslands Regional Park IS/MND for the Yolo County Department of General Services. A project schedule had been agreed upon during the contracting phase of the project and prior to the County's receipt of a definitive grant deadline from the State. During preparation of the environmental analysis, the County was informed that the grant deadline was a month sooner than what the County had anticipated. Raney worked with the County to develop a new schedule and successfully met the deadlines for the grant submission by shifting internal deadlines and negotiating with sub-consultants.

EXHIBIT B

VI. FIRM'S ABILITY TO CONTROL PROJECT BUDGETS

Raney maintains a tracking system for each project, including a list of key tasks and milestones, team members responsible for said tasks, and the number of hours and associated budget allocated towards each task. Raney consistently monitors and tracks the progress of project milestones to ensure that work products are produced within the established budget and in a timely fashion. Raney will work with County staff and project team members to proactively identify any barriers to completion of milestones and work to resolve any potential issues before they arise.

EXHIBIT B

**APPENDIX A:
RANEY KEY PERSONNEL RESUMES**



EXHIBIT B



T M R A N E Y A C P **President**

E D U C A T I O N

Graduate Studies, Agricultural Economics
University of California, Davis

B.S., Agricultural and Managerial Economics
University of California, Davis

A F F I L I A T I O N S

American Institute of Certified Planners (AICP)
American Planning Association (APA)
Sacramento Metro Chamber

Mr. Raney has over 30 years of local government, planning, and CEQA/NEPA experience, during which he has actively managed many of the region’s most controversial projects.

P R E S E N T

Raney Planning & Management, Inc. (1999-Present)

As President of Raney, Mr. Raney provides a wide range of planning, management, and economic development services to public and private sector clients. Mr. Raney specializes in project coordination and management, CEQA processing and documentation, land use analysis, business district information, and public facilitation. With over twenty-five years of planning experience, he has developed a diverse and expanding network of clients, including developers, agency representatives, and state and local decision-makers. His diverse background enables him to advise his clients on effective strategies regarding government permitting processing, public involvement, and agency coordination. Mr. Raney provides quality client services, ensuring legally and procedurally accurate documentation while strictly adhering to all schedules and budgets.

C O M M U N I T Y D E V E L O P M E N T A C T I V I T I E S

City of Wheatland (2004-Present)

As the Community Development Director for the City of Wheatland, Mr. Raney provides professional guidance and technical assistance to the City Manager, City Council, Planning Commission, and the public regarding immediate and long-range planning while working extensively with the development community, local business owners, and community residents. Mr. Raney monitors City growth and oversees implementation of the City’s General Plan, processing of development applications, and makes recommendation to City Council regarding applications and development projects. Over the past 18 years, Mr. Raney has been instrumental in developing the City’s Infrastructure Work Program, Community Vision, and Capital Improvement Program as well as developing and implementing the City’s General Plan.

C O M M U N I T Y D E V E L O P M E N T A C T I V I T I E S

City of Citrus Heights, CA (1997-2002)

Elected to serve on the first City Council, Mr. Raney was instrumental in creating the initial government structure of the City of Citrus Heights. While on City Council, Mr. Raney participated in the preparation and adoption of the City’s first General Plan as well as developing a city staff to be responsible for its implementation. Mr. Raney served as Mayor of Citrus Heights in 2000 winning numerous awards for his exceptional leadership skills. This experience behind the dais has given Mr. Raney the ability to understand projects from a variety of perspectives, thereby allowing him to provide a unique skill set to Raney’s clients.



EXHIBIT B
C N NOS A CP
Senior Vice President
EDUCATION

Graduate Studies, Public Policy Administration
 California State University, Sacramento

B.S., City and Regional Planning
 California Polytechnic State University, San Luis Obispo

AFFILIATIONS

American Institute of Certified Planners (AICP)
 American Planning Association (APA)

Ms. Gnos brings to Raney Planning & Management a wide range of public sector planning, management, and economic development services. Ms. Gnos specializes in land use analysis, project coordination and management, public facilitation, and CEQA processing and documentation. With nearly twelve years of public sector planning experience, she has developed an understanding of the diverse aspects of planning and community development within local governments. Her background enables her to advise clients on effective strategies regarding government permit processing, public involvement, and agency coordination.

SENIOR CONSULTANT

Raney Planning & Management, Inc. (2000-Present)

As the principal contact for most of Raney's projects, Ms. Gnos provides high-quality, uniquely personal services to Raney's clients. Serving as Project Director for many of Raney's projects, Ms. Gnos is exceptionally organized and skilled at providing project management services to Raney's clients. In addition to project management, Ms. Gnos is responsible for the quality and content of Raney's documents, thoroughly reviewing every document before sending it out for client review. Ms. Gnos provides the energy that keeps the Raney team running in top condition, thereby ensuring that its clients receive the very best of what Raney has to offer.

SENIOR PLANNER

City of Dixon, California (1994-2000)

Ms. Gnos served as a planner for the City of Dixon, overseeing the planning, environmental review, and development of numerous residential, commercial, and industrial projects. Ms. Gnos coordinated the City of Dixon's downtown revitalization efforts through the management of the creation of the Dixon Downtown Revitalization Plan, and through personal participation in special downtown events. She implemented the Downtown Facade Improvement Program using Redevelopment funds. Ms. Gnos also oversaw the Community Development Block Grant (CDBG) Program for the City of Dixon which included Planning/Technical Assistance Grants and a Business Revolving Loan Fund. Ms. Gnos served as the housing coordinator for implementation of the City's Housing Element, including the use of Redevelopment Funds and HOME funds in a first-time homebuyer program.

ASSOCIATE PLANNER

City of Sacramento, California (1987-1994)

As a land use planner for the City of Sacramento, Ms. Gnos was responsible for processing development applications. This included pre-application meetings, environmental review, coordination with the City, developer, and neighborhoods, as well as reports and presentations to the Planning Commission and City Council. During her tenure at the City of Sacramento, she also chaired the Subdivision Review Committee.



EXHIBIT B

E N ALENTE A CP
Senior Associate

E DUCATION

B.S., City and Regional Planning
 California Polytechnic State University, San Luis Obispo

Associates in Architectural Design
 Cuesta College, San Luis Obispo

AFFILIATIONS

American Institute of Certified Planners (AICP)
 American Planning Association (APA)

SENIOR ASSOCIATE*Raney Planning & Management, Inc. (201 -Present)*

As Senior Associate, Mr. Valente brings his planning knowledge and design background to the preparation of larger policy documents and various CEQA documents. Mr. Valente serves as Raney's Senior Planner and has provided contract planning services to the cities of Antioch, Live Oak, Pacifica, Sacramento, and Wheatland. Under contract with the City of Sacramento, Mr. Valente provided planning services to the Design Review staff, as well as, the Zoning Administrator and processed over 75 Cannabis Production and Cannabis Dispensary Conditional Use Permits and over 50 minor modifications. Serving as contract planner to the City of Antioch and Pacifica, Mr. Valente drafts staff reports, writes conditions of approval, conducts plan checks, and presents to the Planning Commission and City Council, if necessary.

Additionally, Mr. Valente has served as the Project Manager for a number of projects involving contract planning and CEQA compliance in the City of Antioch, such as the Rocketship School project, Almond Knolls Apartments project, and East 18th Street Apartments project. Mr. Valente's experience providing planning consulting services includes conducting plan check reviews and writing conditions of approvals, conducting Ad Hoc Committee Workshops, and preparing staff reports and noticing for Planning Commission and City Council hearings, as well as conducting staff presentations to Planning Commissions and City Councils. Mr. Valente additionally assists Tim Raney, Community Development Director for the City of Wheatland, with provision of day-to-day planning services, including responding to requests from the public, as well as the preparation of various long-range planning documents, including the Downtown Corridor Improvement Plan, updating the Community Design Standards, updating the Housing Element, a Zoning Ordinance Amendment, and the Climate Action Plan. Mr. Valente has played key role in the development of various planning policy documents.

Currently, Mr. Valente serves as the Planning Manager of the City of Live Oak and manages and processes all current and long-range planning projects. As Planning Manager for the City of Live Oak, Mr. Valente assisted with the drafting and adoption of an employment zoning district text and map amendment, which included the creation of two separate Employment Zoning Districts to promote the development of professional offices, businesses, and parks and related campus services, as well as auto service centers, development parks, and construction industries. In addition to reviewing and processing land use applications, Mr. Valente answers day-to-day community inquiries, reviews business license requests, and regularly attends Planning Commission and City Council hearings.



EXHIBIT B



ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING



Exhibit C: Responsibility/Demonstrated Competence
Statement of Qualifications for
RFQ #2025-002 Land Use and Planning Consulting Services
Yolo County Department of Community Services
Attn: Hiren Desai, RFQ Coordinator

Corporate Office:
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100
info@raneymanagement.com

Cindy Gnos, AICP
Senior Vice President
Kevin Valente, AICP
Senior Associate

EXHIBIT B

**EXHIBIT C:
RESPONSIBILITY/DEMONSTRATED COMPETENCE**

Raney has provided responses below to each of the questions outlined in Exhibit C of the RFQ.

1. List instances within the past five (5) years, if any, where Consultant has defaulted on a contract. Provide an explanation of the reason for the default for each instance.

Raney has never defaulted on a contract.

2. List instances, if any, when your firm has been suspended or debarred by any government agency. Provide an explanation of the reason for the suspension or debarment for each instance.

Raney has never been suspended or debarred by any government agency.

3. List all claims made in the past five (5) years against your company concerning your company's work on a project that have been filed in court or gone to arbitration.

Raney has never filed a claim or had a claim filed in court against them for failure to complete any contracted work. However, it should be noted that Raney has prepared several EIRs for highly controversial projects where the lead agency has been subject to lawsuits. Raney has provided a summary of lawsuits filed against the lead agencies for the documents prepared by Raney in the last five years and associated findings below:

Wine Country Inn I MND, City of Livermore

Raney prepared the IS/MND for the Wine Country Inn project in the City of Livermore. The IS/MND was adopted and the project approved. A lawsuit was filed; however, the trial court denied the petition.

Vista Mar I MND, City of Pacifica

Raney prepared the IS/MND for the Vista Mar project in the City of Pacifica. The IS/MND was adopted and the project approved. A lawsuit, however, was filed in December 2021. In 2023, the judge ruled that an IS/MND did not sufficiently address the project's significant environmental impacts. All City approvals were rescinded, and the applicant has since withdrawn the development application.

Bridle Gate IR, City of Brentwood

Raney prepared the Draft and Final EIR for the Bridle Gate project in the City of Brentwood. The EIR was certified and the project approved. A lawsuit, however, was filed in February 2025.

4. Have you ever been terminated from any project due to a contract dispute or claim filed against your company? If yes, please explain.

Raney has never been terminated from a project due to a contract dispute or claim filed against the company.

EXHIBIT B

5. Describe the process by which your firm resolves problems with clients.

Raney firmly believes that early anticipation and constant communication between the lead agency, community stakeholders, and local citizens is the key to the success of a project. Raney will work closely with County staff at the beginning of the process to identify which environmental issues are of greatest concern to the County and the public as well as establishing communication protocols. By identifying these issues early in the process, Raney can scrutinize the environmental document to be sure that those issues were adequately addressed.

Should problems arise during the environmental review, Raney's policy is to immediately contact the County in order to discuss the most appropriate means of addressing the issue. Raney will remain objective and rely on the County to make the ultimate determination on the conclusions; however, Raney will be available to offer advice and recommendations. Raney will never conduct out-of-scope work without prior written authorization from the client. In any instance where out-of-scope work is required, Raney will prepare a detailed summary of tasks to be completed, a schedule, and budget for the client's review and approval.

6. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

Raney Planning & Management, Inc. has not previously, nor is currently, participating in any activities or financial, business, or other relationships that would create a conflict of interest for or between Raney Planning Management, Inc. and the Yolo County Community Services Department for the provision of on-call consulting services. Raney provides environmental services for cities within Yolo County, including the cities of Davis, West Sacramento, Winters, and Woodland, but does not anticipate any conflicts of interest. It should be noted that one member of Raney's management staff lives in the City of West Sacramento, and one lives in Yolo County. In the event that a project presents a conflict of interest to either member of staff, the Raney staff member would recuse themselves from participating on the project.

EXHIBIT B



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Exhibit D: Previous Customer References
Statement of Qualifications for
RFQ #2025-002 Land Use and Planning Consulting Services
Yolo County Department of Community Services
Attn: Hiren Desai, RFQ Coordinator

Corporate Office:
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100
info@raneymanagement.com

Cindy Gnos, AICP
Senior Vice President
Kevin Valente, AICP
Senior Associate

EXHIBIT B

EXHIBIT D

**Request for Qualifications (RFQ) for
California Environmental Quality Act (CEQA) Consulting Services and/or
Land Use and Planning Consulting Services
PREVIOUS CUSTOMER REFERENCE FORM**

Contractor Name: Raney Planning & Management, Inc.

Please provide at least three (3) customer references for whom you have performed a job similar in size and scope, preferably other California state or local government entities.

1. Company Name: City of Antioch
 Address: P.O. Box 5007
 Antioch, CA 94531
 Contact Person: Kevin Scudero, Senior Planner
 Telephone: (925) 779-6159
 E-Mail: KScudero@antiochca.gov
 Services Provided: Provided contract planning services for The Ranch Phase 1 Project, including application review; agency coordination; preparation of EIR consistency memorandum, staff reports and public noticing; and presentation and attendance at public hearings
 Service Dates: From: July 2021 To: June 2023 Contract Value: \$15,775

2. Company Name: City of Wheatland
 Address: 111 C Street
 Wheatland, CA 95692
 Contact Person: Bill Zenoni, City Manager
 Telephone: (530) 633-2761
 E-Mail: bzenoni@wheatland.ca.gov
 Services Provided: Provided contract planning services for the Avoca Orchards/Pottery World Annexation Projects, including application review; agency coordination; preparation of staff reports and public noticing; and presentation and attendance at public hearings. Raney also coordinated the Request for Information and prepared the LAFCo application for annexation (including Plan for Services).
 Service Dates: From: November 2022 To: April 2023 Contract Value: \$40,530

3. Company Name: City of Lincoln
 Address: 600 Sixth Street
 Lincoln, CA 95648
 Contact Person: Rommel Pabalinas, Planning Manager
 Telephone: (916) 434-1483
 E-Mail: rommel.pabalinas@lincolnca.gov
 Services Provided: Provided contract planning services for the Village 7 Specific Plan Amendment Project, including application review; agency coordination; preparation of staff reports and public noticing; and presentation and attendance at public hearings.
 Service Dates: From: November 2023 To: April 2024 Contract Value: \$20,155

EXHIBIT B

EXHIBIT D

**Request for Qualifications (RFQ) for
California Environmental Quality Act (CEQA) Consulting Services and/or
Land Use and Planning Consulting Services
PREVIOUS CUSTOMER REFERENCE FORM**

Form Completed By:	<u>Senior Vice President, Cindy Gnos</u>	<u>(916) 372-6100</u>	<u>2/20/2025</u>
	Name	Phone	Date

EXHIBIT B



ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING



Exhibit E: Fee Proposal
Statement of Qualifications for
RFQ #2025-002 Land Use and Planning Consulting Services
Yolo County Department of Community Services
Attn: Hiren Desai, RFQ Coordinator

Corporate Office:
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100
info@raneymanagement.com

Cindy Gnos, AICP
Senior Vice President
Kevin Valente, AICP
Senior Associate

EXHIBIT B

EXHIBIT E: FEE PROPOSAL

Please find the most up-to-date billing rates for Raney below. Raney will provide Yolo County with a complete scope of services, including schedule and cost estimate by task based on hours for each project. The tasks will be summarized in the Technical Scope of Services and costs by task will be included in a cost spreadsheet. The costs will be based on the estimates of time for each task provided in the chart. Costs will be billed on a time and materials basis up to the maximum established budget for each phase, following Raney standard billing rates as outlined below. It should be noted that hourly rates quoted at the commencement of any specific project shall remain valid throughout the duration of a particular project. Raney reserves the right to update our billing rates annually, which will be reflected in the scopes of services provided for individual projects.

LAND USE AND PLANNING SERVICES 2025 BILLING RATES

The following is a summary of Raney, a division of Raney Planning & Management, Inc., billing rates for the provision of Land Use and Planning services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

Tim Raney, AICP, President	235/hour
Cindy Gnos, AICP, Senior Vice President	215/hour
Kevin Valente, AICP, Senior Associate	155/hour
Associate	135/hour
Administrative	85/hour

OTHER COST INFORMATION

- Overhead charges for technical sub-consultants, travel, and copying/printing: 10
- Travel: Billed at cost
 - It should be noted that Raney charges mileage at the Federal Standard Mileage Rate provided by the IRS.
- Copying and Printing: Billed at cost
 - Black & White (8.5" x 11"): 15 per page
 - Color (8.5" x 11"): 30 per page
 - Oversized prints (11" x 17"): 30 per page

EXHIBIT B



ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING



Exhibit F: Other Factors
Statement of Qualifications for
RFQ #2025-002 Land Use and Planning Consulting Services
Yolo County Department of Community Services
Attn: Hiren Desai, RFQ Coordinator

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Sacramento, CA 95834
Office: (916) 372-6100
info@raneymanagement.com

Cindy Gnos, AICP
Senior Vice President
Kevin Valente, AICP
Senior Associate

EXHIBIT B**EXHIBIT F: OTHER FACTORS**

The following is a list of Raney's current commitments for planning services. All projects are managed by Senior Associate, Kevin Valente, AICP, unless otherwise noted. Raney provides ongoing planning services to the cities of Antioch, Brentwood, Elk Grove, Galt, Lincoln, Sacramento, and Wheatland, as well as Butte County, El Dorado County, and Yolo County. For example, Senior Associate Kevin Valente, AICP provides ongoing planning assistance to the cities of Live Oak and Wheatland, and President Tim Raney, AICP, serves as the Community Development Director for the City of Wheatland.

Although Raney currently provides on-call planning services for the cities of Brentwood, Concord, Elk Grove, Live Oak, Nevada City, Oakley, as well as Butte County, Raney is not currently providing planning services for any active projects in these jurisdictions.

- City of Antioch
 - The Ranch Phase 2 Tentative Map Planning Services
 - Jessica Court Apartments Planning Services
- City of Galt
 - Galt Ranch Commercial Project Planning Services*
 - Hydrogen Fueling Station Project Planning Services*
 - Program HE-K Planning Assistance*
 - Twin Cities Gas Station Planning Services*
- City of Lincoln
 - Lincoln 270 Specific Plan Amendment Planning Services
- City of Sacramento
 - Design Review Services
- City of Wheatland
 - Pottery World Site Plan and Design Review Planning Services
- El Dorado County
 - Latrobe Condominiums Planning Services
 - Promontory Lot 39 Planning Services
 - The Crossings RV Resort Planning Services*
 - Town and County Village Planning Services
- Yolo County
 - Yolo Nursery Cannabis Conditional Use Permit Planning Services
 - Yolo Green Cannabis Conditional Use Permit Planning Services

Project managed by Senior Vice President, Cindy Gnos, AICP

EXHIBIT B



ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING



Exhibit H: Signature Page

Statement of Qualifications for

RFQ #2025-002 Land Use and Planning Consulting Services

Yolo County Department of Community Services

Attn: Hiren Desai, RFQ Coordinator

Corporate Office:

1501 Sports Drive, Suite A

Sacramento, CA 95834

Office: (916) 372-6100

info@raneymanagement.com

Cindy Gnos, AICP

Senior Vice President

Kevin Valente, AICP

Senior Associate

EXHIBIT B
COUNTY OF YOLO
Request for Qualifications (RFQ) for
California Environmental Quality Act (CEQA) Consulting Services and/or
Land Use and Planning Consulting Services
SIGNATURE PAGE
EXHIBIT "H"

Signature by the Bidder attests that the Bidder has read, understands, and agrees to all instructions, terms, conditions, specifications, and addenda set forth in this request. Signature furthermore signifies that all prices and terms submitted for the said product(s) and/or services are accurate and shall be honored for the length of time indicated in the request.

All paper bids must be manually signed in ink in the appropriate space below. If submitting electronically, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Raney Planning & Management, Inc.
Company Name

Name: Cindy Gnos

1501 Sports Drive, Suite A
Address

Title: Senior Vice President

Sacramento CA 95834
City State Zip

Phone: 916-372-6100


Signature of Person Authorized to Sign

Fax: 916-419-6108

Cindy Gnos
Printed Name

Email: cindygnos@raneymanagement.com

Senior Vice President
Title

2-20-25
Date

EXHIBIT B



ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING



Exhibit I: Non-Collusion Non-Conflict of Interest Statement
Statement of Qualifications for
RFQ #2025-002 Land Use and Planning Consulting Services
Yolo County Department of Community Services
Attn: Hiren Desai, RFQ Coordinator

Corporate Office:
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100
info@raneymanagement.com

Cindy Gnos
Senior Vice President

Kevin Valente
Senior Associate

EXHIBIT B

Exhibit I NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT Request for Qualifications (RFQ) for California Environmental Quality Act (CEQA) Consulting Services and/or Land Use and Planning Consulting Services

I, Cindy Gnos, am the
(name)

Senior Vice President of Raney Planning & Management, Inc.,
(Position Title) (Company)

The term "Offeror," as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

2-20-25
(Date)

Cindy Gnos
(Signature)

EXHIBIT B



ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING



Exhibit J: Exceptions to County Sample Contract
Statement of Qualifications for
RFQ #2025-002 Land Use and Planning Consulting Services
Yolo County Department of Community Services
Attn: Hiren Desai, RFQ Coordinator

Corporate Office:
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100
info@raneymanagement.com

Cindy Gnos, AICP
Senior Vice President
Kevin Valente, AICP
Senior Associate

EXHIBIT B

EXHIBIT J – EXCEPTIONS

Request for Qualifications (RFQ) for
California Environmental Quality Act (CEQA) Consulting Services and/or
Land Use and Planning Consulting Services

All County Contract requirements by section, subsection or numbered item for which Vendor has stated “Read and do not comply” are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write “No Exceptions” under the “Requirement(s) Section Number and Text” for Exception in row number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor’s Response Still Meets the RFQ Requirements
1	No Exceptions	
2		
3		
4		
5		



 Signature of Person Authorized to Sign