

AGREEMENT FOR CONSULTANT SERVICES
FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR
RANCHO DORADO SUBDIVISION
COUNTY FILE NUMBER TM 06-1426
EIR Number (To Be Determined)

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Environmental Stewardship & Planning Incorporated hereinafter referred to as ESP, Inc., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 1621 13th Street, Sacramento, CA 95814 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a consultant to assist in the preparation of a legally and technically adequate Environmental Impact Report for the Rancho Dorado Subdivision Tentative Map Application TM 06-1426 for the El Dorado County Development Services Department. The project is describes as follows: a tentative subdivision map creating 185 lots, 5.42 acres of public park, 37.04 acres of open space and 8.4 acres of public roads. The project is located on the north side of Highway 50, one-half mile west of the intersection with El Dorado Hills Blvd. in the El Dorado Hills area.

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000; and

WHEREAS, Both County and Consultant make the Agreement with full knowledge of the requirements of the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto.

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and services necessary to perform all the services described in the attachments entitled “Revised Work Plan and Budget for Proposal to Prepare an Environmental Impact Report for the Ranch Dorado Subdivision Tentative Map Application TM 06-1426” attached hereto and made a part hereof as Exhibit A. Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one year from the date of execution thereof. This Agreement may be extended for one additional one-year period if mutually agreed between the parties hereto in writing not less than thirty (30) days prior to the expiration of the then current Agreement.

ARTICLE III

Compensation for Services:

- A. Consultant agrees, understands and acknowledges that the monies utilized by the County to pay it as set forth under this Agreement are provided by Applicant (El Dorado Hills 2006) under a separate contract between the County and Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to the County by the Applicant under the terms of said separate contract, and that the County has no obligation to pay Consultant for work performed hereunder until the County receives the requisite monies from the Applicant. If the requisite monies are not available to pay Consultant upon submission of a monthly statement under this section, Consultant may suspend work until the Applicant has provided the required funding.

Travel shall be reimbursed in accordance with Exhibit “B”, marked “Board of Supervisors Policy D-1”, incorporated herein and made by reference a part hereof. The total amount of reimbursable expenses of this Agreement shall not exceed \$20,000.00, inclusive of all expenses.

Billing shall be based on the hourly rates of ESP staff and subcontractor not to exceed costs, not to exceed in either case the set percentage based on deliverable milestones set forth in Section B 1 – 7, below.

- B. Subject to (A) above, County shall pay to Consultant the sum of not to exceed One Hundred Forty-Six Thousand, Nine Hundred Thirty-Nine dollars and no cents **\$146,939.00**, as outlined on Exhibit B, which said sum shall be in full compensation for all services defined in Exhibit A.

This sum is inclusive of all personnel costs, travel costs, costs of materials, overhead and profit. This sum may be subject to modification upon mutual agreement memorialized pursuant to Section 26 hereof. Said payment shall be made as follows:

- (1) Consultant shall be paid twenty (20) percent of the contract sum upon execution.
 - (2) After submission of the Administrative Draft EIR to the County, Consultant shall be paid additional amounts on a monthly basis upon submission and approval of invoices. Invoicing must detail cost on each work task relative to percentage of work completed per task and shall provide a cumulative summary of costs incurred on each, but not to exceed a cumulative total of forty (40) percent of the contract sum.
 - (3) Upon submission of an acceptable Administrative Draft EIR, Consultant shall be paid an additional amount up to but not to exceed a cumulative total of sixty (60) percent of the contract sum.
 - (4) Upon submission of an acceptable Draft EIR, Consultant shall be paid additional amounts up to but not to exceed a cumulative total of seventy (70) percent of the contract sum.
 - (5) Upon submission of the preliminary draft Final EIR, Consultant shall be paid additional amounts up to but not to exceed a cumulative total of eight-five (85) percent of the amount of the contract sum.
 - (6) Upon submission of an acceptable Final EIR, Consultant shall be paid additional amounts up to but not to exceed a cumulative total of ninety (90) percent of the amount of the contract sum.
 - (7) Upon the occasion of a final decision by the certifying authority as to the Final EIR, or thirty (30) days after acceptance of the Final EIR by County staff, whichever occurs first, the Consultant shall be paid additional amounts up to a cumulative total of one-hundred (100) percent of the amount of the contract sum.
- C. Subject to Sections A and B above, Consultant will submit monthly invoices and County will pay such invoices within thirty (30) days of receipt.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. In the event that the project proceeds in a manner inconsistent with the process or assumptions specified in Exhibit A, including assumptions regarding the Applicant's provision of technical data adequate and appropriate for use in preparing the project EIR, Consultant shall provide an amended or supplemental work plan, budget and schedule to the County for review and authorization.

ARTICLE V

Consultant to County: It is understood that the services provided under this Agreement

shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof. The following additional provisions shall also apply:

- A. Conformity with Statutes, Decisions, Guidelines and Ordinances. The EIR shall be written in conformity with all applicable State statutes including but not limited to CEQA (Public Resources Code, §21000 et seq.), State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto as last amended, the Environmental Guidelines (objectives, criteria, and procedures required pursuant to CEQA) last adopted by the County, and in the format presently prescribed by the County. All subjects in the format shall be addressed even if only to state that there is no significant impact. The format may be expanded where necessary to address a subject in greater detail. Conformity with any relevant judicial decisions, guidelines, or ordinances is also required.
- B. Responsibility for Preparation. The EIR shall be prepared for the County in fulfillment of the obligations of the County as the public agency having responsibility for preparation of an EIR for the project. It is understood that the Consultant shall prepare the EIR so as to be as accurate and objective as reasonably possible. It is also understood that any technical or other project information provided to Consultant by the County, including that which may have been provided to the County by the Applicant, will have been deemed acceptable by the County and appropriate review and/or use as reference information in the EIR. In the event that, based on its review of information provided by the County, ESP determines that such information may no be appropriate or adequate for use as reference information in the EIR, ESP will notify the County and ESP and the County will determine a process for developing any additional supplemental information.
- C. Meetings to be Attended. Consultant shall attend meetings pursuant to Exhibit A. Additional meetings shall be compensated as specified in any addendum to this Agreement entitled "Change Orders."
- D. Designation of Responsible Principal. The Consultant shall have a Responsible Principal who shall be responsible for the Consultant's obligations under this Agreement who shall serve as principal liaison between the County and the Consultant. Designation of another Responsible Principal by the Consultant is subject to a mutually agreed upon written amendment. The name of the Responsible Principal is **Steven L. Peterson**. Consultant shall provide experienced and qualified personnel, to carry out the work to be performed by Consultant under this Agreement and shall be responsible for and in full control of the work of such personnel. Consultant may retain subconsultants for data

collection with the prior approval of County, and Consultant shall be responsible for and in full control of the work of such subconsultants. The Responsible Principal shall notify County when Consultant contacts, or is contacted by, Applicant, as well as the substantive nature of said contact.

- E. Relationship Between Parties: Work Standards. The parties to this Agreement agree that the relation created by, and for the duration of, this Agreement is that of independent contractor. Consultant is not an agent or employee of the County and, among other things, is not entitled to the benefits provided by County to its employees, including but not limited to workers' compensation insurance and unemployment insurance. The County shall not provide office or other workspace for Consultant. Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of an EIR. Consultant assumes responsibility for the EIR being prepared in a professional manner. Consultant acknowledges that the County is the ultimate authority, and must effect independent judgment, as to the contents of the EIR and its adequacy. In the event of any disagreements between Consultant and the County staff, subconsultants if any, the Applicant, or experts or other consultants retained by Applicant, Consultant shall immediately report such disagreement to the Development Services Director of the County who shall have sole authority to decide and resolve all such disagreements. Nothing in this paragraph shall be deemed to negate, effect, or alter the independent contractor relationship between the parties to this Agreement.
- F. Materials and Equipment. Consultant shall furnish, at his/her/its own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of such equipment.
- G. County to Furnish Information Available. All information, data, records, and maps which are available in County records for performing Consultant's services as specified herein, shall be furnished by the County to the Consultant. Upon request of Consultant, the County shall furnish the names and addresses of interested public agencies, but the Consultant shall be responsible for all liaisons which may be made with these agencies, or other interested parties. Consultant shall be responsible for developing and obtaining any additional information reasonably required to complete the EIR.
- H. Correction of Errors. The correctness and completeness of any information furnished by the Consultant shall be within the discretion of the Development Services Director. The Consultant will perform any field work and will prepare any maps, charts, or data necessary to correct errors, omissions, discrepancies, deficiencies, or ambiguities in the EIR without additional compensation in the event that the provision of such information is consistent with the Consultant's responsibilities pursuant to the scope of services defined in Exhibit A. Consultant

will give immediate attention to these changes so that there will be no delay to the County in meeting the schedule set forth in the work program and contract.

- I. Schedule and Progress Reporting. The Consultant's effort in preparation of the work products defined in the Agreement shall be completed in accord with the schedule provided in Exhibit A, unless extended by the County upon written request of the Consultant for good cause shown. Upon completion of the Administrative Draft EIR, ten (10) copies shall be delivered to the County. During the active periods in the performance of services specified in Exhibit A, Consultant shall keep the County informed of the progress on a weekly basis through the provision of written project status reports.
- J. County Review of Draft Documents. County, through the Development Services Director, shall review all draft documents pursuant to Exhibit A submitted by Consultant and notify the Consultant of any ambiguities, discrepancies, deficiencies, omissions, or errors which his review indicates are contained in the documents. The Development Services Director may, in his or her discretion, require that Consultant prepare a revised Administrative Draft EIR for review prior to the submission of the Draft EIR to the State Clearinghouse.
- K. Delivery of Draft EIR and Copies. Within thirty (30) calendar days of notice of any deficiencies in the Administrative Draft EIR from the County, Consultant shall revise and correct the Administrative Draft EIR to produce a Draft EIR in full satisfaction of all the County's comments. At the end of the above time period, or sooner, Consultant shall deliver sixty (60) copies of the Draft EIR to the County for circulation to responsible agencies, trustee agencies, and interested parties as required by CEQA and County guidelines. County also reserves the right to distribute the Draft EIR to any and all interested parties and may, but need not, require changes to be made in the Draft EIR as a result of such distribution, prior to submission of the Draft EIR to the State Clearinghouse.
- L. CEQA Review Period. County staff and/or State Office of Planning and Research set the length of the review period. It is presently contemplated that the formal review period shall be forty-five (45) days.
- M. County Responsibility at the End of the Draft EIR Review Period. During, and within seven (7) calendar days following the conclusion of the review period set for the circulation of the Draft EIR, County shall forward to Consultant all written comments received during the review period which require a response in the Final EIR. Consultant shall include the written comments and the responses thereto, in the Final EIR.
- N. Consultant Responsibility at the End of the Draft EIR Review Period. Within fourteen (14) calendar days from the receipt of all written comments from the County, Consultant shall prepare the Administrative Draft Final EIR and deliver ten (10) copies of the document for review by the County. County shall review

the Administrative Draft Final EIR and notify the Consultant of any deficiencies. County comments shall clearly specify the County's position with regard to all issues addressed in the Administrative Draft Final EIR and shall include specific revisions that are necessary to state the County's position. Consultant shall meet with the County to discuss the Administrative Draft Final EIR as specified in Exhibit A. Within fourteen (14) calendar days of receipt of the notification of deficiencies in the Administrative Draft Final EIR for the County, Consultant shall revise the Administrative Draft Final EIR to address such comments to produce a Final EIR in full satisfaction of all the County's comments.

- O. Hearing as to Certification. The County will then arrange an appropriate time and date for hearing by the appropriate decision-making body or bodies. Consultant shall attend all such hearings as specified in Exhibit A and be ready, willing to, able to, and shall, present the EIR and shall answer questions as to its completeness and adequacy. Following action on certification by the decision-making body, Consultant shall supply the County with six (6) copies of any finally certified EIR within fourteen (14) calendar days. One (1) copy shall be camera-ready. If the decision-making body should order that the EIR be augmented by additional or supplemental data necessary to correct errors, omissions, discrepancies, deficiencies, or ambiguities prior to certification, the Consultant shall furnish the necessary additional or supplemental data or documents as part of his obligations under this Agreement. As used in this Agreement, certification means certification by the final decision-making body that an EIR has been completed in compliance with CEQA and the State and County Guidelines.

- P. Data Developed in Public Domain. All information, data, maps, charts, and studies developed by the Consultant which are made a part of the Administrative Draft EIR, the Draft EIR or the Final EIR, are in the public domain and may be used by the Consultant or the County as property within the public domain. Consultant, by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft EIR, Draft EIR or Final EIR.

- Q. Documents, Maps, and Photographs Developed are County Property. All original documents, maps, charts, photographs, and other material prepared by the Consultant which are made a part of the Administrative Draft EIR, Draft EIR, or Final EIR shall be the property of the County and shall be delivered to the County prior to final payment.

ARTICLE VI

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees and representatives, shall not use or disclose, directly or indirectly at any time, any said

confidential information, other than to the El Dorado County Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

ARTICLE VII

Assignment and Delegation: Consultant is engaged by County for their unique qualifications and skills as well as those of their personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment. Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision of the Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder. In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means, and if the cost of finishing the work exceeds the unpaid balance on this Agreement Consultant shall pay the difference to County.
- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

Greg Fuz, Director

El Dorado County Development Services Department
2850 Fairlane Court
Placerville, California 95667

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

Steve Peterson, President
Environmental Stewardship & Planning Inc.
1621 13th Street
Sacramento, CA 95814

Notices shall be deemed delivered when personally delivered or twenty-four hours after mailing.

ARTICLE XII

Indemnity: For services rendered pursuant to this Agreement on or after January 1, 2007, the following provision shall apply:

To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XIII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- C. Automobile liability insurance of not less than \$500,000 is required in the event motor vehicles are used by the Consultant in performance of the contract.
- D. In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - (1) The insurer will not cancel the insured's coverage without thirty (30) day prior written notice to the County; and
 - (2). The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this contract are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XIV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant. No officer, member, or employee of the County and no member of its Board of Supervisors, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions

or responsibilities in the review of approval of the undertaking or carrying out of this project, shall participate in or attempt to influence any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any such officer, member of its Board of Supervisors, or public official of the governing body of the locality or localities in which the project is situated or being carried out, have or acquire any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any Agreement/contract exceeding \$1,500.00.

ARTICLE XVII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gina Hunter, Principal Planner, Development Services Department, or successor.

ARTICLE XIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT CONCURRENCE:

By: _____ Dated: _____

Greg Fuz, Director
El Dorado County Development Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chairman
Board of Supervisors "County"

ATTEST: _____
Cindy Keck
Clerk of the Board of Supervisors

-- CONSULTANT --

Dated: _____

By: _____
Steven L. Peterson
Environmental Stewardship & Planning Inc.
"Consultant"

ATTEST: _____
Amanda K. Rose
Environmental Stewardship & Planning Inc.
Corporate Secretary