



365-S1210

**Agreement for Services 004D-A-11/12-PA
Between the
County of El Dorado and Pacific Municipal Consultants**

COUNTY FILE NUMBERS TM11-1505, A11-0006, PD11-0006, Z11-0008

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 Pacific Municipal Consultants dba PMC a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670 (hereinafter referred to as "Consultant" or "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to work as a project planner for the Dixon Ranch Subdivision Project, performing duties as assigned by the Development Services Department, including but not limited to reviewing the draft Environmental Impact Report (prepared under a separate agreement with a separate consultant), coordinating with County staff, and drafting staff reports for the development of the Dixon Ranch subdivision located El Dorado Hills in El Dorado County, California.

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 these services provided by

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Consultant is in the public's best interest, and that these services 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 this 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, and County's General Plan amendment procedures.

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

ARTICLE I

Scope of Services:

A. Consultant shall perform professional and technical services, on an as-needed basis for the County's Development Services Department. Services generally include, but shall not be limited to, tasks outlined in the "Scope of Work" attached hereto as Exhibit A (hereinafter referred to as "Services") and incorporated herein by this reference. Consultant shall provide and make available Consultant's own personnel, sub-consultants, materials, vehicles, communication devices, and other equipment necessary to perform the services. Specific work tasks will be identified, scheduled, approved, and performed as follows:

1. Definition of Project Specific Work Scope, Work Activity Schedule, and Cost: On a task-by-task basis, County and Consultant shall define specific Consultant staff and sub-consultants to be assigned to each work task. Interviews with specific staff shall be arranged if so requested by County and Consultant staff selection shall be finalized. For each assigned work task, Consultant shall provide County with a full work task proposal, schedule and not to exceed cost to complete the entire work task, which shall require written approval and written authorization by the County's Contract Administrator prior to commencement of the work. No

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payment will be made for any work performed prior to written approval of the written Task Order.

2. Prior to Service Delivery: Consultant shall discuss and meet with the County to determine the specific services for each assignment, to discuss the needs, applicable required deliverables, specific Consultant staff, sub-consultants, any task related travel or mileage budget and to define the roles and responsibilities of both the County and Consultant's personnel and what interaction the Consultant shall have with County. Lines of communication shall be established and agreed to in writing before Consultant begins the work.
3. Notice to proceed: After County issues a written notice to proceed for a Task Order, Consultant shall assign the personnel to the subject project, and ensure that they report as assigned with all the necessary equipment to complete the project in a timely fashion. Notice to Proceed will not be issued until funds, in accordance to funding agreement 005D-F-11/12-PA, are on deposit with the County.
4. Contact/Reporting: Upon assignment to a project, Consultant shall meet at a minimum monthly with the County representative either in person or by telephone.
5. Time for Performance: The period of performance for Task Orders shall be in accordance with the date specified in each Task Order. No payment will be made for any work performed after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order in writing.
6. Amendment of Task Orders: Any amendment of a Task Order must be in writing. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

- B. Consultant shall attach a copy of each notification to proceed as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of notices attached to invoices shall reflect Consultant's charges for the specific support or review services billed on those invoices.
- C. All of the tasks included in this Article are the responsibility of the Consultant, unless specifically described as a task or item of work to be provided by the County. The Consultant shall be responsible for the supervision, administration, and work performed by any sub-consultant for services referenced in this Article.
- D. No work shall be completed prior to a Notice to Proceed being provided by the contract administrator or designee.
- E. 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 upon final execution by both parties hereto and shall expire two (2) years from the date of execution thereof.

ARTICLE III

Compensation for Services:

- A. Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it as set forth under this Agreement are provided by Applicant (Dixon Ranch Partners, LLC) under a separate contract between 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 County by Applicant under the terms of said separate agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from Applicant.
- B. For services provided herein, County agrees to pay Consultant monthly upon receipt of itemized invoice(s) detailing a description of work performed

(identifying number of hours worked, individuals' name and position) on a time basis. Any overtime charges need to be approved in advance and in writing. Payments shall be made within forty-five (45) days following County's receipt and approval of invoices. For the purposes hereof, the billing rate shall be in accordance with Exhibit B marked "Billing Rate Information" attached hereto and incorporated herein. The "Billing Rate Information" may be updated annually.

C. In addition to the above, the County shall reimburse Consultant for the actual, reasonable and necessary expense of travel in accordance with the "El Dorado County Board of Supervisor's Travel Policy No. D-1" as set forth in Exhibit "B" attached hereto and incorporated herein. Travel reimbursement will not be paid in excess of a given Task Order.

D. The total amount of this Agreement SHALL NOT EXCEED **Twenty Five Thousand Dollars and 00/100 (\$25,000.00)**.

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. Consultant shall not be held liable for any modifications or reuse of any County-owned deliverables.

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

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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 County, and in the format presently prescribed by 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. EIR Preparation Support. The consultant shall support the EIR preparation to fulfill the obligations of County as the public agency having responsibility for preparation of an EIR for the project.
- C. 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 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. 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 the event of any disagreements between Consultant and 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 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.
- D. 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

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from the use, misuse, or failure of such equipment.

- E. 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 County to Consultant. Upon request of Consultant, County shall furnish the names and addresses of interested public agencies, but 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.
- F. Correction of Errors. The correctness and completeness of any information furnished by Consultant shall be within the discretion of the Development Services Director. 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. Consultant will give immediate attention to these changes so that there will be no delay to County in meeting the schedule set forth in the work program and contract.
- G. Data Developed in Public Domain. All information, data, maps, charts, and studies developed by 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 Consultant or 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.
- H. Documents, Maps, and Photographs Developed are County Property. All original documents, maps, charts, photographs, and other material prepared by Consultant which are made a part of the Administrative Draft EIR, Draft EIR, or Final EIR shall be the property of County and shall be delivered to 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 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

Deliverables: Deliverables will be specified by the County for each individual assignment, and specific task assignments and Work requirements will be specifically identified by written task order. Failure to submit requested deliverables shall be grounds for termination of the Agreement, as provided in Article XIII.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its 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 IX

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 subconsultants, 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

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responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 fiscal 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 this 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 XI

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

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extended at 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 on 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.

- 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 upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for services rendered in accordance with this Agreement 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 XII

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 addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: ROGER P. TROUT, DEVELOPMENT SERVICES DIRECTOR

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

PACIFIC MUNICIPAL CONSULTANTS, dba PMC
2729 PROSPECT PARK DRIVE, SUITE 220
RANCHO CORDOVA, CA 95670
ATTN: PHILIP O. CARTER, PRESIDENT

Or to such other location as the Consultant directs.

ARTICLE XIII

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, to the extent caused by any negligent act, error or omission of Consultant in performance of service hereunder, except for the negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance:

- I. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of

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insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the COUNTY.

- II. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The following policies of insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII. Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

1. The COUNTY, its officers, officials, employees, and designated volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

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3. For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respect to COUNTY, its officers, officials, employees, and designated volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or designated volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 4. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.
- B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - C. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - D. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
 - E. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. COUNTY may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - F. Contractor shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences.

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However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- G. If Contractor does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

ARTICLE XV

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 XVI

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.

ARTICLE XVII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would

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constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XVIII

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 XIX

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XX

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Roger Trout, Director, Development Services Department or successor.

ARTICLE XXII

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 XXIII

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 XXIV


Venue: 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 XXV

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.

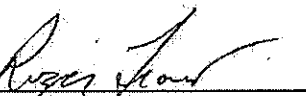
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Requesting Contract Administrator Concurrence:

By: 
Roger Trout, Director
Development Services Department

Dated: 1-17-12

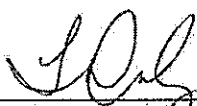
Requesting Department Head Concurrence:

By: 
Roger Trout, Director
Development Services Department

Dated: 1-17-12

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

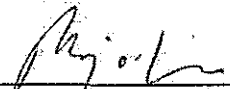
By: 
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

Dated: 1/23/12

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--CONSULTANT--

PACIFIC MUNICIPAL CONSULTANTS dba PMC
(A CALIFORNIA CORPORATION)

By: 
Philip O. Carter
President
"Consultant"

Dated: 1-12-2012

By: 
Corporate Secretary

Dated: 1-12-2012

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Scope of Work

The following tasks will be performed by PMC upon approval by the County of El Dorado Development Services Department for the Dixon Ranch Subdivision EIR project:

Initial Work Effort

Assuming that the application has been deemed complete, the work effort will focus on getting the EIR process on its way with LSA (NOP to Draft EIR release). PMC agrees to the following key tasks/activities during this period:

1. LSA Scope of Work Refinement

This would be to ensure that the EIR scope of work meets the County expectations (e.g., will DOT want the traffic analysis prepared by the applicant [Kimberly Horn] peer reviewed?, coordination of the water supply assessment with EID, and other items important to other departments at the County).

Estimated Cost: Assume 3 hours total at Patrick Angell's standard billing rate of \$190 = \$570

2. Coordination/Review of Notice of Preparation

LSA will prepare the Notice of Preparation and PMC will review and coordinate its distribution/routing as well as setting up the scoping meeting.

Estimated Cost: Assume 5 hours total (including scoping meeting) at \$190 = \$950

3. Coordination/Review of the Administrative Draft EIR and Edits to Draft EIR

LSA would prepare the ADEIR and PMC will provide assistance and any required coordination with County departments and/or information needed to prepare the ADEIR as well as review of the ADEIR. This would include providing comments to LSA on the ADEIR needed to get to a public Draft EIR and assistance to the County on the Draft EIR distribution.

Estimated Cost: Assume 40 hours total \$190 = \$7,600

Total Estimate: \$9,120

Project Processing

Tasks and activities include:

1. Review the administrative Final EIR prepared by LSA in coordination with other County departments
2. Distribute the Final EIR

3. Develop the staff report, findings, and conditions of approval in coordination with other County departments and agencies
4. Attend hearings

This is an estimate and varies based on the extent of controversy and staff resource requirements. For example, if the Project Processing tasks takes 30 hours of effort, the cost would be \$3,500 (combination of Patrick Angell and a PMC planner at \$90 an hour) or \$5,700 for Patrick Angell alone. If Project Processing takes 50 hours of effort, the cost would be \$6,100 (combination of Patrick Angell and a PMC planner at \$90 an hour) or \$9,500 for Patrick Angell alone.

Total Estimate: \$ 9,500

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EXHIBIT B

**BILLING RATE INFORMATION
CONSULTANT PERSONNEL AND RATES**

For services under the Dixon Ranch Subdivision EIR Support project, the following staff are anticipated to be utilized by PMC:

Title	Hourly Rate
Project Manager	\$190
Planner	\$90
Administrative Assistant	\$65
Creative Services	\$85

Any additional staff will be listed in individual task orders as needed for approval by the County.

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