

RUSH

Contract #: 558-S0611, AMD I

CONTRACT ROUTING SHEET

Date Prepared: 10/18/06

Need Date: Need ASAP for BLS approval.
Thank-you.

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department Head Signature: Bonnie H. Rich
Bonnie H. Rich

CONTRACTOR:

Name: Pacific Municipal Consultants
Address: 10461 Old Placerville Rd, #110
Sacramento, CA 95827
Phone: 916-361-8384

CONTRACTING DEPARTMENT: Development Services

Service Requested: Assist w/planning project review & processing services "as needed"
Contract Term: Expires 10/24/07 Amendment Value: \$ -0-
Compliance with Human Resources requirements? Yes: No:
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: 10/23/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT
DATE: 10/18/2006
ATTORNEY: Panda
DEPT./INDEX NO.: 026100
BY: [Signature]

2006 OCT 18 PM 1:31
EL DORADO COUNTY COUNSEL
[Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding)

Approved: ✓ Disapproved: _____ Date: 10/23/06 By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OCT 23 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

AGREEMENT FOR SERVICES #558-S0611 (PLS-05-02) AMENDMENT I

This Amendment I to that Agreement for Services #558-S0611 (PLS-05-02), made and entered into 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, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10461 Old Placerville Road, Suite 110, Sacramento, CA 95827; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to assist in providing Planning Project Review and Processing Services on an "as-needed" basis for the Development Services Department, Planning Services, in accordance with Agreement for Services #558-S0611 (PLS-05-02), dated October 25, 2005, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement with no increase in compensation, hereby amending **ARTICLE II – Term**.

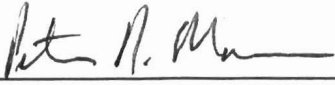
NOW THEREFORE, the parties do hereby agree that Agreement for Services #558-S0611 (PLS-05-02) shall be amended a first time as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective upon execution by both parties hereto and shall cover the period of October 25, 2005 through October 24, 2007.

Except as herein amended, all other parts and sections of that Agreement #558-S0611 (PLS-05-02) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 10/20/06
Peter N. Maurer, Principal Planner
Development Services Department/Planning Services

Requesting Department Head Concurrence:

By:  Dated: 10-20-06
Gregory L. Fuz, Director
Development Services

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #558-S0611 (PLS-05-02) on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: October 19, 2006

PACIFIC MUNICIPAL CONSULTANTS, INC.
A CALIFORNIA CORPORATION

By: Philip O. Carter
Philip O. Carter
President
"Consultant"

By: Jennifer LeBay
Corporate Secretary

Dated: October 19, 2006

COPY

PACIFIC MUNICIPAL CONSULTANTS, INC.
Providing As-Needed Planning Project Review & Processing Services
For El Dorado County
AGREEMENT FOR SERVICES # PLS-05-02

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, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 10461 Old Placerville Road, Suite 110, Sacramento, CA 95827 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, due to a vastly increasing workload within Development Services/Planning Services and numerous staff vacancies, the County has determined that it is necessary to obtain a consultant to assist the County in providing Planning Project Review & Processing Services on an as-needed basis to assist the Development Services Department/Planning Services in meeting critical project review & processing deadlines in a timely manner; and

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 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, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services/Project Schedule: Consultant agrees to furnish personnel and services necessary to assist the County in performing project application review/processing, general plan implementation measure projects, ordinance revisions and new ordinance preparation, and plan checking. Services shall include, but not be limited to; review and processing of projects including but not limited to, tentative maps,

parcel maps, planned developments, special and temporary use permits, zone changes, variances, design review, environmental review, zoning ordinance revisions and preparation, plan check, general plan consistency analysis, staff report preparation, and public hearing presentations. Services may also include general plan implementation measure research report preparation. Services shall be completed in accordance with Exhibit "A" and Addendum, marked, "Scope of Services/Task Orders", and Exhibit "B", marked "Fee Schedule", incorporated herein and made by reference a part hereof.

Consultant agrees to furnish personnel in accordance with Exhibit "C", marked "Statement of Qualifications", incorporated herein and made by reference a part hereof.

ARTICLE II

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

ARTICLE III

Compensation for Services: For Services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with Exhibit "B", "Fee Schedule", and Addendum to Exhibit "A", incorporated herein and made by reference a part hereof. Travel expenses shall be paid in accordance with the County's travel policy attached hereto as Exhibit "D" and made reference a part hereof.

The total amount of the Agreement shall not exceed \$150,000, inclusive of all expenses.

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.

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.

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 County Development Services Department/Planning Services 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

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process of the project.

ARTICLE VIII

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 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 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 X

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 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 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 of 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.

- 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. 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.

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 in duplicate and addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT/PLANNING SERVICES
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN.: GREGORY L. FUZ

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

PACIFIC MUNICIPAL CONSULTANTS, INC.
10461 OLD PLACERVILLE ROAD, SUITE 110
SACRAMENTO, CA 95827
ATTN: PHILIP O. CARTER

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 attorneys 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, which are claimed to or in any way arise out of or are connected with Consultant's services, operations or performance hereunder, and due to negligent acts or omissions or willful misconduct, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prohibited 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: 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 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 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 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 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 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

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 XVIII

Consultant Taxpayer Identification: The Consultant's Taxpayer Identification Number is 68-0348252.

ARTICLE XIX

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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is, Peter N. Maurer, Deputy Director, El Dorado County Development Services Department/Planning Services, or successor.

ARTICLE XXI

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 XXII

Partial Invalidity: If any provision of the 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 XXIII

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: 10-25-05

Gregory L. Fuz
Development Services Department 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: 10-25-05

By: Charlie Lane
Chair
Board of Supervisors "County"

ATTEST: Cindy Keck
Cindy Keck
Clerk of the Board of Supervisors

-- CONSULTANT --

Pacific Municipal Consultants, Inc.

Dated: October 7, 2005

By: Philip O. Carter
Philip O. Carter, President
"Consultant"

By: _____
Edward Stearn, Corporate Secretary

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

-- COUNTY OF EL DORADO --

Dated: 10-25-05

By: Charlie Paine
Chair
Board of Supervisors "County"

ATTEST: Cindy Keck
Cindy Keck
Clerk of the Board of Supervisors

-- CONSULTANT --

Pacific Municipal Consultants, Inc.

Dated: October 7, 2005

By: Phillip O. Carter
Phillip O. Carter, President
"Consultant"

By: Edward Stearn
Edward Stearn, Corporate Secretary