

**TERMINATION AGREEMENT
(Agreement for Services #3687)**

THIS TERMINATION AGREEMENT is 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 De Novo Planning Group, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1020 Suncast Lane, Suite 106, El Dorado Hills, California 95762 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement for Services #3687, dated July 12, 2019 ("Agreement"); and

WHEREAS, the Parties had the opportunity to reevaluate the needs of the County and Consultant moving forward; and

WHEREAS, the Parties now desire to mutually terminate the Agreement and all obligations, liabilities, and benefits set forth in the Agreement; and

WHEREAS, the Parties mutually agree that Consultant's FINAL-EDCDG invoice, dated July 2, 2020, for Project – El Dorado County Design Guidelines – Shingle Springs Community Regions, attached hereto as Exhibit A, sets forth the total amount due and owing to Consultant from County for work performed by Consultant prior to termination of the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and in consideration of the covenants set forth below, the Parties agree as follows:

1. **Termination of Agreement.** The Parties agree that the Agreement is hereby terminated effective upon full execution of this Termination Agreement ("Effective Date"). Except as otherwise provided herein, neither Party shall have any further rights or obligations, including any payment obligation, under the Agreement.

2. **Final Payment.** Within 30 days following execution of this Agreement, County shall pay to Consultant the amount of \$36,607.00 as evidenced and documented by Exhibit A, for work performed under the Agreement (Final Payment). Consultant acknowledges and agrees that the Final Payment represents the full, total and final amount due and owing by County to Consultant for work performed by the Consultant pursuant to the Agreement and that Consultant has no claim whatsoever for any further or other compensation under the

Agreement or as a result of the Agreement or this Termination Agreement.

3. Mutual Release. Each Party, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges the other Party and their respective officers, directors, shareholders, members, partners, agents, affiliates, successors and assigns (collectively "Released Parties") from, and waives any right to proceed against, the Released Parties, for any and all claims, causes of action, judgments, losses, damages, liabilities, demands and costs and expenses (including attorney's fees and costs), at law or in equity, whether known or unknown, which in any way relate to or arise out of the Agreement and the transactions and activities contemplated thereby. Additionally, to the fullest extent permitted by law and only with regard to or arising out of the Agreement, each Party, for itself and successors, acknowledges and expressly waives the provisions of section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Each Party hereby agrees to waive application of section 1542 of the California Civil Code. Each Party acknowledges and agrees that the release shall apply to all claims and causes of action, whether actual or potential, whether known or unknown, whether suspected or unsuspected, whether foreseen or unforeseen, and whether patent or latent.

4. Data. Consultant shall permanently delete or erase from Consultant's systems and equipment the following County data and/or information provided under the Agreement, including any data and/or information stored on purchased, leased, or rented electronic storage equipment and electronic devices that are geographically located within or outside El Dorado County:

Excel Filename: *CAT, Stakeholders, Developers Contact List.xlsx*; and
Google Drive: *El Dorado County C/MFR Design Standards Guidelines Project.*

Within five (5) business days of the termination of the Agreement, Consultant shall provide County with written certification that the data and information stored on Consultant's systems and equipment were permanently deleted.

5. General Provisions

a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Party.

b. In the event any one or more of the provisions contained in this

Agreement shall for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

c. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

d. This Agreement shall be construed and interpreted according to the laws of the State of California. 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.

e. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

COUNTY OF EL DORADO

By: _____
Tiffany Schmid, Director of
Planning and Building

Dated: _____

CONSULTANT

By: _____
Benjamin James Ritchie
President
De Novo Planning Group

Dated: _____

By: _____
Beth Ann Thompson
Corporate Secretary

Dated: _____

EXHIBIT A
(Invoice)

EXHIBIT A

DE NOVO PLANNING GROUP



A LAND USE PLANNING, DESIGN, AND ENVIRONMENTAL FIRM

De Novo Planning Group
1020 Suncoast Lane, Suite 106
El Dorado Hills, CA 95762

County of El Dorado

Invoice Number FINAL-EDCDG
Date 7/2/2020
Project EL DORADO COUNTY DESIGN
GUIDELINES - SHINGLE SPRINGS
COMMUNITY REGIONS

Invoice Amounts

Description	Contract Amount	Prior Billed and Paid	Current Billed	Total Billed
1.1 - Initiate Project & Collect Data	5,100.00	4,062.50	900.00	4,962.50
1.2 - Create Draft Shingle Springs Community Design Standards	20,160.00	0.00	2,235.00	2,235.00
1.3 - Check in with Planning Commission & County Board	10,980.00	0.00	0.00	0.00
1.4 - Work with SSCA on Public Outreach	19,520.00	930.00	8,830.00	9,760.00
1.5 - Consider Public Feedback & Update Draft as necessary	4,540.00	0.00	0.00	0.00
1.6 - Conduct Environmental Review	2,360.00	0.00	0.00	0.00
1.7 - County Approval Process	2,880.00	0.00	0.00	0.00
1.8 - Provide Project Management	8,100.00	480.00	4,972.50	5,452.50
2.1 - Initiate Project & Community Assessment	4,920.00	1,095.00	1,463.00	2,558.00
2.2 - Data Collection	14,120.00	420.00	4,240.00	4,660.00
2.3 - Development Preliminary Design Concepts for Commercial & MF Residential	13,680.00	440.00	0.00	440.00
2.4 - Conduct Public Outreach for Each Identified Community	23,680.00	1,500.00	1,105.00	2,605.00
2.5 - Develop Commercial and MF Res Design Guidelines/Standards - Each Community	25,940.00	660.00	0.00	660.00
2.6 - Prepare Design Guidelines/Standards Table of Contents and Outline	10,720.00	0.00	0.00	0.00
2.7 - Conduct Environmental Review	4,480.00	0.00	0.00	0.00
2.8 - Final Documents & Adoption	4,680.00	0.00	0.00	0.00
2.9 - Project Management	16,200.00	600.00	1,567.50	2,167.50
Subconsultant: Page and Turnbull	55,340.00	3,093.57	11,294.00	14,387.57
Direct Expenses	2,450.00	0.00	0.00	0.00
TOTAL	249,850.00	13,281.07	36,607.00	49,888.07

Amount Due	\$ 36,607.00
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