



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson
Planning Director

MEMORANDUM

TO: Honorable Board of Supervisors
FROM: Michael J. Johnson, Director
Planning Department, Community Development Resource Agency
DATE: May 22, 2007
SUBJECT: Adrienne Graham – Third Contract Amendment

ACTION REQUESTED:

The Planning Department recommends that the Board of Supervisors authorize the County Executive Officer to execute this third contract amendment in the amount of \$30,000 with Adrienne Graham to provide planning services for the Placer Vineyards project.

BACKGROUND:

Adrienne Graham has been assisting Placer County with coordination, management and review associated with this project in western Placer County. The funds for the initial contract (\$40,000), the first amendment (\$40,000) and second amendment (20,000) are exhausted. The third amended contract (\$30,000) is for additional tasks related to the Placer Vineyards project.

These funds are to be used to assist the Planning Department to expedite project review for the Placer Vineyards project, including attendance at up to 20 project meetings, preparation of agendas and meeting notes, attendance at three hearings, assistance to County staff and consultants, coordination of a traffic analysis and review of environmental documents.

FISCAL IMPACT:

The cost for these additional services is \$30,000 for a total contract cost of \$130,000. The funds for this amendment are included in the Planning Department's current 2006/2007 Consulting Services budget allocation, although not specifically earmarked for this project. The fiscal impact is none since the expenditures will be fully reimbursed by the project applicant.

Attached: Exhibit A: Adrienne Graham Original Contract Dated February 1, 2005
Exhibit B: First Amendment
Exhibit C: Second Amended Contract
Exhibit D: Proposed Third Amended Contract

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DESCRIPTION: **CONTRACT FOR PLANNING SERVICES**

THIS AGREEMENT, entered into this 1st day of February 2005, by and between the COUNTY OF PLACER (hereinafter called the "COUNTY"), and ADRIENNE L. GRAHAM, (hereinafter called the "CONSULTANT").

In consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

1. Consulting Services

- a. CONSULTANT agrees, during the term of this Agreement, to perform the services set forth below and in Exhibit A - Scope of Services.
- b. CONSULTANT, shall be obligated to devote as much of its attention, skill, and effort as may be reasonably required to perform the services described herein in a professional and timely manner.

2. Duties of County

To permit CONSULTANT to render the services required hereunder, COUNTY shall, at its expense and in a timely manner:

- a. Appoint a staff member to act as coordinator between the COUNTY and the CONSULTANT;
- b. Provide the CONSULTANT with all existing relevant information for the subject project;
- c. Promptly review any and all documents and materials submitted to COUNTY by CONSULTANT;
- d. Promptly notify CONSULTANT of any fault or defect in the PROJECT in any way relating to the performance of CONSULTANT'S services hereunder; and

3. Personnel

All services required hereunder shall be performed by the CONSULTANT.

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4. Payment

The COUNTY agrees to pay to CONSULTANT not more than \$40,000.00 as the sole compensation under this contract for the scope of work as described in Attachment A. Payment shall be made monthly based on time and materials charges according to the fee schedule set forth in Exhibit A attached hereto and incorporated herein by reference.

- a. The cost of additional services as may be requested by the parties hereto shall be mutually agreed upon in writing prior to commencement of such additional work.
- b. COUNTY retains the right to require proof of services performed or costs incurred prior to any payment under this Agreement.
- c. The COUNTY retains the right to require the submittal by the CONSULTANT of all background research materials generated by the CONSULTANT in the preparation of any report prepared pursuant to this contract.
- d. The term "costs" as used in this section includes, but is not limited to, the following items and is the sole responsibility of the CONSULTANT: printing, clerical, mailing, communication services, etc.
- e. Payment shall only be made for work or attendance at meetings specifically authorized by the COUNTY.
- f. CONSULTANT shall have the right to stop work at any time during the project should COUNTY fail to pay CONSULTANT within thirty (30) days of receipt of an invoice.

5. Termination

This agreement may be terminated by CONSULTANT for cause upon serving thirty (30) day advance notice or by COUNTY for or without cause upon serving ten (10) days advance notice in writing to the other party. Such notice shall be personally served or given by United States Mail. In the event of termination by COUNTY without cause, CONSULTANT shall be paid for all work performed to the date of termination. In the event of termination by CONSULTANT without due cause, CONSULTANT shall be paid for all work performed to the date of termination, less any estimated increase in cost for completion of the work occasioned by such early termination by CONSULTANT, but in no event less than zero.

6. Uncontrollable Delay

All agreements on CONSULTANT'S part are contingent upon and subject to the provision that CONSULTANT shall not be responsible for damages or be in default by reason of delays in performance by reason of strikes,

lockouts, accidents, acts of God, and any other delays unavoidable or beyond CONSULTANT'S reasonable control. In the event of any such cause of delay, the time of completion shall be extended accordingly.

7. Ownership of Documents

CONSULTANT agrees to return to the COUNTY, upon termination of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from COUNTY and used by CONSULTANT in the performance of its services hereunder. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONSULTANT in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of the COUNTY and may be used by the COUNTY for any purpose whatsoever. COUNTY agrees to absolve CONSULTANT of any liability resulting from such future use.

8. Representations

CONSULTANT represents that services will be performed with the usual thoroughness and competence of the profession, in accordance with the standard for professional services at the time those services are rendered.

9. Hold Harmless and Indemnification Agreement

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands, to the extent caused by CONSULTANT'S negligent acts, errors, or omissions or willful misconduct. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the expense of the CONSULTANT to the extent caused by CONSULTANT'S negligent acts, errors, omissions or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property to the extent arising from CONSULTANT'S negligent performance or willful misconduct pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and designated volunteers.

10. Insurance

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII certifying insurance coverage under policies and endorsements as required in paragraphs 11 - 15 below.

11. Worker's Compensation and Employers Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, five hundred thousand dollars (\$500,000) policy limit for bodily injury by disease, and five hundred thousand dollars (\$500,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries and claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

12. General Liability Insurance

a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below the including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

(2) One of the following forms is required:

- (a) Comprehensive General Liability;
- (b) Commercial General Liability (Occurrence); or
- (c) Commercial General Liability (Claims Made).

- (3) If CONSULTANT carries a comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

One million dollars (\$1,000,000) each occurrence
One million dollars (\$1,000,000) aggregate

- (4) If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (a) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence
(combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) for Products-Completed Operations

One million dollars (\$1,000,000) General Aggregate

- (b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- (5) Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (a) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence
(combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) aggregate for
Products Completed Operations

One million dollars (\$1,000,000) General Aggregate

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- (b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

13. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and designated volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be canceled without first giving thirty (30) days' prior written notice to the County of Placer."

14. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

15. Professional Liability Insurance (Errors and Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than _____. (Note: This coverage is not required unless an amount is indicated.)

16. Notices

- a. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as follows:

COUNTY OF PLACER
Planning Department
Attn: Fred Yeager
11414 "B" Avenue
Auburn, CA 95603

CONSULTANT
Adrienne L. Graham
4724 "U" Street
Sacramento, CA 95817

Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

- b. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties.

17. Assignment

No party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of each of the other parties. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.

18. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Placer, California.

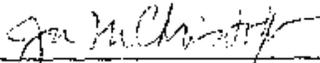
19. Entire Agreement

This Agreement sets forth the entire understanding between the parties as to the subject matter of the Agreement and merges all prior discussions, negotiations, letters of understanding, or other promises, whether oral or in writing.

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In witness, whereof, the parties have executed this Agreement the day and year first written above.

PLACER COUNTY:



Jan Christofferson, County Executive

2/1/05

Date

CONSULTANT:



Consultant: Adrienne L. Graham

15 JAN 05

Date

Approved as to Content:



Fred Yeager, Planning Director

1-21-05

Date

Approved as to Form:



Gerald Carden, Chief Deputy County Counsel

1-31-05

Date

ATTACHMENT "A"

SCOPE OF WORK/COST PROPOSAL

**SCOPE OF SERVICES –
ENVIRONMENTAL PLANNING SERVICES**

ADRIENNE GRAHAM will provide the following planning/environmental consulting services for the Placer County Planning Department. Services shall commence upon issuance by the Placer County Planning Department of a written Authorization to Proceed.

SCOPE OF SERVICES – Project Planning and Environmental Review

1. Placer Vineyards Specific Plan Environmental Analysis
2. Projects as assigned by the Placer County Planning Director, Fred Yeager.

Tasks: Under supervision of the County, the consultant will be expected to perform any or all of the following tasks related to the assigned projects.

1. COORDINATION, MANAGEMENT AND PROJECT REVIEW

- a. Review of public and agency comments on Environmental Impact Report and revised Specific Plan/project description.
- b. Provide coordination between County staff, the applicant and the EIR preparers regarding the format and content of the recirculated Draft EIR, if one is prepared.
- c. Coordinate with EIR preparers to ensure that schedule is maintained, that County comments and concerns are addressed, and that County staff are kept informed of schedule changes and major issues as they arise.
- d. Prepare responses to comments, as needed.
- e. Attend meetings with EIR preparers, County Staff and/or applicant representatives.
- f. Prepare portions of staff reports pertaining to environmental analysis, if requested by County.
- g. Attend public meetings and hearings as needed.

Services associated with Task 1 above shall be completed by required County deadlines associated with each project.

COST OF SERVICES

Total Costs for these services are not to exceed \$40,000. ADRIENNE GRAHAM will invoice for services on a time and expense basis at \$100.00 per hour and \$.375 per mile for mileage reimbursement.

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES**

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this ____ day of _____, 2006, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and ADRIENNE L. GRAHAM hereinafter referred to as CONSULTANT.

WHEREAS, on February 1, 2005, COUNTY, and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to continued services to be provided by Consultant under said contract and the compensation for those continued services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

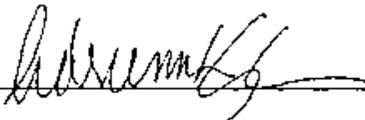
1. That section 1(c) of the original Contract shall be amended to provide for the continued services and compensation as follows:

The CONSULTANT agrees to perform the professional services as set forth in Attachment "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these services shall not exceed \$40,000.00, as set out in the cost proposal attached hereto.

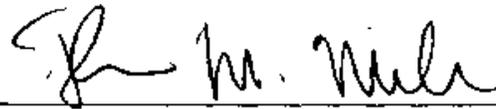
2. The COUNTY agrees to pay to CONSULTANT \$80,000.00 as the sole compensation under the Contract and as amended by this First Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

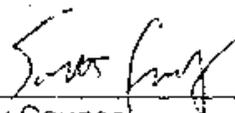
CONSULTANT:

By:  Date: 14 APR 06
Print: _____
Adrienne L. Graham

COUNTY OF PLACER:

By:  Date: 11/14/06
Thomas M. Miller, County Executive Officer

APPROVED AS TO FORM:

By:  Date: 27 APR 06
County Counsel

APPROVED AS TO CONTENT:

By:  Date: 26 APRIL 06
John Marin, Comm. Dev. Resources Agency

ATTACHMENT 'A'

Scope and Cost Proposal

SCOPE OF SERVICES –

PLANNING SERVICES

ADRIENNE GRAHAM will provide the following planning/environmental consulting services for the Placer County Planning Department. Services shall commence upon issuance by the Placer County Planning Department of a written Authorization to Proceed.

SCOPE OF SERVICES – Project Planning and Environmental Review

1. Placer Vineyards Specific Plan
2. Projects as assigned by the Placer County Planning Director, Michael Johnson.

Tasks: Under supervision of the County, the consultant will be expected to perform any or all of the following tasks related to the assigned projects.

1. COORDINATION, MANAGEMENT AND PROJECT REVIEW

- a) Attendance at up to 20 project meetings;
- b) Preparation of agendas and meeting notes;
- c) Attendance at up to three hearings;
- d) Preparation of responses to comments as appropriate;
- e) Provide assistance to County staff and/or Quad as needed;
- f) Provide input into CEQA-related decisions;
- g) Coordination of the revised traffic analysis with DKS and others; and
- h) Review of the Administrative Draft and Screencheck Final EIRs.

Services associated with Task 1 above shall be completed by required County deadlines associated with each project.

COST OF SERVICES

Total Costs for these services are not to exceed \$40,000. ADRIENNE GRAHAM will invoice for services on a time and expense basis at \$100.00 per hour and \$3.75 per mile for mileage reimbursement.

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES**

THIS SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this 18th day of January, 2007, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and ADRIENNE L. GRAHAM hereinafter referred to as CONSULTANT.

WHEREAS, on February 1, 2005, COUNTY, and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to continued services to be provided by Consultant under said contract and the compensation for those continued services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1(c) of the original Contract shall be amended to provide for the continued services and compensation as follows:

The CONSULTANT agrees to perform the professional services as set forth in Attachment "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these services shall not exceed \$20,000.00, as set out in the cost proposal attached hereto.

2. The COUNTY agrees to pay to CONSULTANT \$100,000.00 as the sole compensation under the Contract and as amended by this First Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

CONSULTANT:

By:  Date: 18 DEC 06

Print: _____
Adrienne L. Graham

COUNTY OF PLACER:

By:  Date: 1/17/07

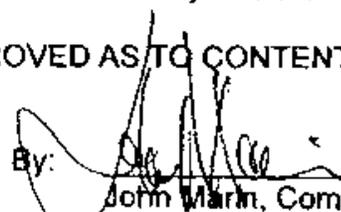
Thomas M. Miller, County Executive Officer

APPROVED AS TO FORM:

By:  Date: 12-26-06

County Counsel

APPROVED AS TO CONTENT:

By:  Date: 1/18/07

John Mann, Comm. Dev. Resources Agency

**THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES**

THIS THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2007, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and ADRIENNE L. GRAHAM hereinafter referred to as CONSULTANT.

WHEREAS, on February 1, 2005, COUNTY, and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to continued services to be provided by Consultant under said contract and the compensation for those continued services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1(c) of the original Contract shall be amended to provide for the continued services and compensation as follows:

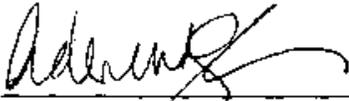
The CONSULTANT agrees to perform the professional services as set forth in Attachment "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these services shall not exceed \$30,000.00, as set out in the cost proposal attached hereto.

2. The COUNTY agrees to pay to CONSULTANT \$130,000.00 as the sole compensation under the Contract and as amended by the First, Second, and this Third Amendment.

3. CONSULTANT shall file with COUNTY a Certificate of Insurance, in a company acceptable to COUNTY, certifying errors and omissions coverage for Professional Liability in the amount of not less than One Million Dollars (\$1,000,000).

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

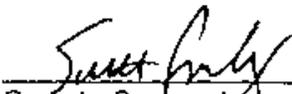
CONSULTANT:

By:  Date: 16 APR 07
Adrienne L. Graham

COUNTY OF PLACER:

By: _____ Date: _____
Thomas M. Miller
County Executive Officer

APPROVED AS TO FORM:

By:  Date: APRIL 17, 2007
County Counsel

APPROVED AS TO CONTENT:

By: _____ Date: _____
John Marin
Com Dev Resource Agency Director

ATTACHMENT "A"
Scope of Work/Cost Proposal

February 28, 2007

Paul Thompson
Principal Planner
County of Placer
2970 Richardson Drive
Auburn, CA 95603

Dear Paul:

This is to request additional funds for supporting County staff with the Placer Vineyards EIR. The original contract dated February 2005 provided \$40,000 to support County staff and was fairly general in nature. An additional \$60,000 has been approved by the County, for a total of \$100,000. The last augmentation was based on the assumption that the project would be complete in early 2007.

The County is now considering a partial recirculation of the EIR, and the Board hearings have been delayed until April 2007 or later. Therefore, I am requesting an additional \$30,000 to cover work on the partially recirculated EIR and the extension in the project schedule. This amount is based on the following assumptions:

- Attendance at up to an additional 20 project meetings;
- Preparation of agendas and meeting notes;
- Attendance at up to 3 Board hearings and/or workshops;
- Assistance with the second Partially Recirculated EIR, particularly the traffic section;
- Preparation of responses to comments as appropriate;
- Provide assistance to County staff and/or Quad as needed;
- Provide input into CEQA-related decisions;
- Coordination of the revised traffic analysis with DKS and others; and
- Review of responses to comments and other Final EIR sections.

Please also note that my billing rate has increased to \$120 and that mileage is now charged at \$0.40.

Please let me know if you have any questions.

Thank you,

Adrienne L. Graham, AICP