PLACER COUNTY OFFICE OF EMERGENCY SERVICES

MEMORANDUM

To: Honorable Board of Supervisors

From: Thomas Miller, County Executive Officer

by: Rui Cunha, Emergency Services Program Manager

Date: August 28, 2007

Subject: Approve an agreement in the amount of \$59,960 with VESTRA

Resources, Inc. who had the winning bid for completion of work in the on-going update of Placer County's Local Hazard Mitigation Plan, and authorize the Procurement Manager to sign two copies of the

agreement.

ACTION REQUESTED

Approve a purchase agreement in the amount of \$59,960 with VESTRA Resources, Inc. who had the winning bid for completion of work in the on-going update of Placer County's Local Hazard Mitigation Plan, and authorize the Procurement Manager to sign two copies of the agreement.

<u>BACKGROUND</u>

The Disaster Mitigation Act of 2000 (Act) required all public entities complete a multi-hazard mitigation plan (*Plan*) in order to be eligible for receipt of Pre-Disaster Mitigation (PDM) grant funds. Placer County's *Plan* was written with the participation of over 50 special districts, state and federal agencies as well as the cities of Auburn, Colfax, Lincoln and Rocklin, and Loomis. The City of Roseville completed its own *Plan* separately. The firm of AMEC, Inc., a sub-contractor to Robert Olson Associates, Inc., completed the original planning effort and your Board officially adopted the Plan on April 26, 2005. Each city and town council adopted the Plan independently.

Two elements of the original plan were deferred due to inadequate data and limited resources. The first, creation of geographical information system (GIS) database sets for wildland fire ignition sources, critical facilities and infrastructure, water sources and fire hydrant locations is the subject of this action. The second element deferred was the prioritization of mitigation projects using FEMA provided Benefit-Cost Analysis (BCA) software.

In order to complete the deferred elements, Placer County Office of Emergency Services (OES) solicited FEMA for PDM grant funding in 2006 and was successful, receiving funds adequate to complete both. The entire local hazard mitigation planning effort is a lengthy process, consuming over a year of actual planning once it begins, so

Board of Supervisors
Pre-Disaster Mitigation - GIS Database Project
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it is prudent to begin the update process early as we are already in the third year of the 5 year planning cycle.

Approval of this contract with VESTRA Resources, Inc. after a complete and impartial bid process, addresses the development of the GIS database sets. These data sets will enhance the Risk and Capabilities assessment components of the Plan and will facilitate project identification and BCA prioritization. This part of the overall project is a precursor to completing the second deferred element.

VESTRA Resources, Inc. will provide consulting services in the development of the aforementioned GIS Database. Specifically, VESTRA Resources, Inc. will collect, organize, and assess information and data supporting emergency operations and infrastructure protection in Placer County; it will complete data migration (development) planning; capture data (digitizing) from paper sources; convert and migrate data from various electronic sources such as CAD to a common GIS data format; and will then construct the requisite geo database(s) using its own developed symbology.

The contractor selection criteria for this project were significantly weighted to previous successful completion of similar GIS projects in Placer County, other counties and municipalities, and agencies with the State of California. The professional knowledge and experience of VESTRA Resources, Inc., is well established. Recent working relationships with political subdivisions in Placer County and the State of California make the company a clear and supportable choice for this project.

FISCAL IMPACT

There is no impact to the General Fund by this project. Full project cost is \$59,960 and is fully supported by PDM grant funds. This cost includes an estimated \$15,000 in local public agency's staff time to organize, collect information and manage all aspects of the project. This time and its corresponding value (\$15,000) meet FEMA's PDM grant "soft match" requirements.

Attachments:

Consultant Services Agreement (reference) Fiscal Impact Statement (reference)

Administering Agency:	Placer County Office of Emergency Services
Contract No.	
Contract Description:	Geographic Information System (GIS) Database

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _______, 2007, by and between the County of Placer, ("County"), and VESTRA Resources, Inc. ("Contractor"), who agrees as follows:

- 1. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
- 2. Payment. County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. The amount of the contract shall not exceed Fifty-nine thousand and nine hundred and sixty dollars (\$59,960.00).
- 3. <u>Facilities, Equipment and Other Materials, and Obligations of County</u>. Unless otherwise specified herein. Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
- 4. <u>Exhibits</u>. All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
- 5. <u>Time for Performance.</u> The contractor shall perform the services in accordance with the schedule set forth in Exhibit B.
- 6. <u>Independent Contractor</u>. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
- 7. <u>Licenses, Permits, Etc.</u> Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
- 8. <u>Time.</u> Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.



- 9. <u>Insurance</u>. Contractor shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:
 - A. Workers' Compensation and Employers' Liability Insurance
 - 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - 2) If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - 3) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."

4) Contractor shall require all sub-Contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor 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 Contractor 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:
 - a) One million dollars (\$1,000,000) each occurrence;
 - b) One million dollars (\$1,000,000) aggregate.
- If Contractor carries a Commercial General Liability (Occurrence) policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) 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 to this contract, 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:

Contractor 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:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by Contractor 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 claim made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with language to reflect the material intent of the following:

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

D. Automobile Liability Insurance

- Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors and Omissions)

- Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than \$1,000,000.00 dollars (\$2,000,000.00) in aggregate. (This coverage is not required unless an amount is indicated.)
- 2) 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.



10. 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 of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or 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 arising from CONSULTANT'S performance pursuant to this contract or agreement.

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

- 11. <u>Contractor Not Agent</u>. Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
- 12. <u>Assignment Prohibited</u>. Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

Personnel.

- A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
- 14. Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Termination.

- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date, provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however. County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.
- 16. Non-Discrimination. Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
- 17. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
- 18. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

- 19. <u>Waiver</u>. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
- 20. <u>Conflict of Interest</u>. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
- 21. Entirety of Agreement. This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
- 22. <u>Alteration</u>. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
- 23. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
- 24. <u>Notification</u>. 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, and addressed to the parties as follows:

COUNTY OF PLACER:

CONSULTANT:

Placer County Office of Emergency Services Attn: Rui Cunha, Program Manager

2968 Richardson Dr. Auburn, CA 95603

Phone: 530-889-5300 Fax: 530-886-5343 VESTRA Resources, Inc.

Attn: Brian Hoefer, Senior Vice President

5300 Aviation Drive Redding, CA 96002

Phone: 530-223-2585 Fax: 530-223-1145

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.

Executed as of the day first above stated:				
COUNTY OF PLACER				
Ву:		Date:		
Printed Name/Title:	Dave Seward / Purchasing Manager			
Approved As to Form – County Counsel:				
Ву:		Date:		
CONSULTANT - La By: Arthur Name: Arthur	L. Stackhown	/2007		
Title: President/Vice By: Mary Name: Many M.	e President <u>M. Bousulle</u> Date: <u>8.16</u> Bouselle	.07		

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered

Title: Secretary

^{*}If a corporation, agreement must be signed by two corporate officers; one <u>must</u> be the secretary of the corporation, and the other may be either the President or Vice President, <u>unless</u> an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

EXHIBIT A

SCOPE OF SERVICES

This section provides a description of the proposed scope of services that would be performed by VESTRA Resources, Inc. in the development of pre-disaster planning GIS database, working in close cooperation with Placer County Office of Emergency Services. In general, VESTRA Resources, Inc. will assist Placer County staff with the following tasks:

☐ Collect (acquire), organize, and assess the available information and data supporting emergency operations and infrastructure protection within the immediate vicinity of unincorporated Place County and the cities of Lincoln, Rocklin, Auburn, and Loomis ☐ Data migration (development) planning ☐ Capturing data (digitizing) from paper sources ☐ Converting and migrating data from various electronic sources (e.g. CAD) to a common GIS datum, projection and format ☐ Constructing a personal geodatabase from the migrated data ☐ Developing and applying appropriate symbology
Since the composition, quality and applicability of the source materials and total scope of end products of the project are not well defined, VESTRA Resources, Inc. is recommending that the contract type be time and materials (T&M) under a total not-to-exceed amount. As such, VESTRA Resources, Inc. staff would be performing work activities to create deliverables under the close direction of the Placer County Project Manager, working within the time and budget constraints. Supporting the data development, Placer County will have these general responsibilities for the project:
☐ The Placer County Project Manager will be responsible for planning onsite workshops and taking necessary steps to ensure that key staff members attend scheduled meetings and training sessions as appropriate.
☐ Placer County will provide meeting room facilities and equipment. ☐ The Placer County Project Manager should be readily accessible to the VESTRA Resources, Inc. project team throughout the project and is expected to participate in all onsite meetings and workshops. ☐ Placer County will be responsible for adhering to the project schedule supporting performance milestones.
[] If a data sharing or licensing agreement is needed to acquire the necessary data, then Placer County will be responsible for developing and executing such agreements, including payment of any reproduction or licensing fees that may be applicable.
E Placer County is solely responsible for the accuracy and quality of any data provided to VESTRA Resources, Inc. and its fitness for the intended use(s).
Supporting the success of this project, VESTRA Resource, Inc. staff will have these general responsibilities:
 □ Provide T&M implementation/consulting support working under the close direction of the Placer County Project Manager. □ Recommend technical directions and particular courses of action. □ Provide labor resources supporting the proposed project plan.
Provide Placer County with status updates on a regular basis and upon request.

Page 1 of Exhibit A to Consultant Services Agreement for VESTRA Resources, Inc. – GIS Database

[] Inform the Placer County Project Manager of hours/budget expended on a minimum monthly basis.
VESTRA Resources, Inc. can work onsite as needed at the Placer County offices or partner agency data provider as approved by Placer County. All work activities will be performed in close coordination with the Placer County Project Manager.
Activity 1—Data Source Collection and Assessment
Working closely with Placer County and various partner agencies that may be providing data, VESTRA Resources, Inc. will work to collect, organize, and assess the applicability of the paper and electronic data sources that may be available to this project.
Should permissions need to be arranged or agreement executed to acquire data VESTRA Resources, Inc. can provide assistance, but will defer to the County to facilitate these agreement(s).
To conclude this effort, it is recommended that VESTRA Resources, Inc. prepare a technical memorandum summarizing the source name, format, spatial/attribute accuracy, datum/projection, and age of the data sources that have been collected.
Deliverables:
☐ Paper and electronic sources collected and organized ☐ Data Source Assessment Technical Memorandum
Activity 2—Data Migration Planning
Prior to the start of the data migration activities, it is recommended that VESTRA Resources, Inc.
prepare a technical memorandum that will serve as a roadmap for the data migration. The intent is to develop a minimalist document that includes enough essential detail to help ensure the correct end result (meeting expectations), minimizing the potential for logistical errors. The technical memorandum might include:
 □ List of data sources (created in Activity #1) □ The order and precedence that data sources that will be utilized □ Target feature datasets, feature classes, attribute names, and domains (as applicable) that will be created
☐ Target symbology per feature class – VESTRA Resources, Inc. is suggesting that Placer County consider compatibility with the symbol recommendations of the FDGC Homeland Security Working Group that are likely to become a U.S. standard
L! A source-to-target matrix (created in Microsoft Excel, to an individual attribute level of detail, if needed)
☐ The target datum (NAD 83), projection (California State Plane Zone 2) for all feature datasets ☐ Metadata that will be captured / generated (e.g. source, contact, format, projection, capture date, etc.) ☐ Description of data migration tasks (high-level) and quality assurance methods to be employed ☐ Procedures for problem resolution and tracking
1 The delivery format (personal SDE, personal or file geodatabase) and method (e.g. CD-ROM) 4

Page 2 of Exhibit A to Consultant Services Agreement for VESTRA Resources, Inc. - GIS Database

Throughout the project, VESTRA Resources, Inc. will work with Placer County staff to ensure that the intended end product will work seamlessly with the existing GIS program environment.

Deliverables:

☐ Data Migration Plan Technical Memorandum

Activity 3—Data Migration

Working within the available time and budget constraints and in accordance with any data migration planning created in the previous activities, VESTRA Resources, Inc. will assist Placer County to develop a pre-disaster planning GIS geodatabase. It is anticipated that VESTRA Resources, Inc. will provide data deliveries on an individual feature class basis (or groups) as they are created and deliver a CD ROM with a copy of all documents and data delivered to the County at the conclusion of the project.

Prior to delivery, all data will be checked for topological errors, validity to the target data model, and consistency with the specified format and projection. If any errors are found, VESTRA Resources, Inc. will correct those working within the available time and budget.

Deliverables:

☐ Individual Feature Classes (feature dataset / groups) as personal geodatabase via FTP ☐ CD ROM of all deliverables create (documents and data) at the conclusion of the project

3. Project Schedule

The VESTRA Resources, Inc. and Placer County project managers can develop a mutually agreed upon detailed project schedule at the start of the project. For project planning purposes, the following are the anticipated activity durations:

- 1. Data Source Collection and Assessment 4 to 6 weeks
- 2. Data Migration Planning 2 to 4 weeks
- 3. Data Migration 2 to 4 months

For contracting period of performance purposes, it is anticipated that all work will be completed by December 31, 2007, based upon a starting date of July 15, 2007, or soon after.

Cost Proposal

VESTRA Resources, Inc. will complete the work described above for a total fixed price amount of \$59,960.

Page 3 of Exhibit A to Consultant Services Agreement for VESTRA Resources, Inc. – GIS Database

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

PAYMENT SCHEDULE. The amount of the contract shall not exceed Fifty-nine thousand and nine hundred and sixty dollars (\$59,960.00). Contractor shall invoice the County monthly for hours worked and expenses incurred to that point until the work defined in the Scope of Work is completed.

INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting blanket purchase order. All invoices must include the blanket purchase order number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis. The payment term shall begin on the date a correct invoice is received in the office specified in the order.

INVOICE ADDRESS. Placer County OES, Attn: Rod Rodriguez, 2968 Richardson Dr., Auburn, CA 95603

FISCAL IMPACT STATEMENT

To: Honorable Board of Supervisors

From: Rui Cunha, Emergency Services Program Manager

Date: August 10, 2007

Subject: Fiscal Impact Statement

Consultant Services Agreement for Pre-Disaster Mitigation Plan -

GIS Database Project with VESTRA Resources, Inc.

Competitive Bid Financial Impact Statements

Sufficient funding has been budgeted

The bid award was \$59,960. The department has budgeted correctly for the bid and funding is available in the current fiscal year budget. A project number has been established to track staffs time expended on the project.