

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

**1112 I Street, Suite #100
Sacramento, California 95814**

(916) 874-6458

May 2, 2007

TO: Sacramento Local Agency Formation Commission

FROM: Peter Brundage, Executive Officer

RE: Contract for Environmental Consulting Services with Planning Partners
FY 2007-08

RECOMMENDATION

Authorize your Executive Officer to sign the attached Contract for environmental services with the firm Planning Partners, [Robert Klousner, Consultant], in the amount of \$50,000 for FY 2007-08.

DISCUSSION

Planning Partners has been LAFCo's environmental consultant since 2001. The firm provides advice to LAFCo on environmental documents/issues and has prepared numerous environmental documents as needed. Primarily, the firm reviews and comments on environmental documents prepared by others as lead agency to ensure that these documents are adequate and contain sufficient information so that LAFCo may take action on proposed projects. This approach typically expedites the review process and results in savings of time and staff resources.

The firm is familiar with CEQA statutes and guidelines as well as current LAFCo policies. The rates charged by Planning Partners are below current rates charged by many other firms in the Sacramento region. The contract is a fee-for-service contract, i.e., LAFCo pays an hourly rate for all services provided. LAFCo is reimbursed costs for applicant proposals. In addition, the budget also includes funding for environmental costs that are not reimbursable. Examples of non-reimbursable costs include environmental review of LAFCo policies as needed, general inquiries by LAFCo staff, preliminary comments on EIR's that may indirectly impact LAFCo, provision of information to ensure that LAFCo complies with CEQA requirements and processes, etc.

The contract for FY 2007-08 is proposed to be \$50,000. This amount is included in the proposed budget. The contract and budget include both reimbursable and non-reimbursable costs as follows:


Reimbursable (not to exceed)	\$30,000
Non-reimbursable (not to exceed)	<u>20,000</u>
Total (not to exceed)	\$50,000

Future Contract Amendments may be required if actual costs exceed the budgeted amount of \$50,000.

The rate schedule and contract are attached.

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

Respectfully Submitted


Peter Brundage
Executive Officer

PB
Attachment
(Klousner Contract 07-08)

Exhibit A

2007 RATE SCHEDULE

Client: Sacramento Local Agency Formation Commission

Matter: Environmental Document Preparation and Consulting

Hourly rates for Planning Partners' personnel:

Principal	\$132.00
Principal Planner	\$122.00
Senior Planner	\$100.00
Associate Planner	\$90.00
Assistant Planner	\$80.00
Planning Technician	\$75.00
Cartographer	\$70.00
Support	\$55.00

**AGREEMENT BETWEEN
SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
AND
PLANNING PARTNERS
A Sole Proprietorship**

This Agreement is made and entered into July 1, 2007, by and between the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION (hereinafter referred to as "LAFCo"), and PLANNING PARTNERS, A Sole Proprietorship (hereinafter referred to as "Contractor").

1. **CONTRACTORS OBLIGATION** Contractor shall provide environmental planning services, environmental document preparation, consultation, research, opinions, and advice. Contractor shall send LAFCo a detailed statement for fees and costs incurred every month.
2. **LAFCO'S RESPONSIBILITIES** For the purposes described in this Agreement, LAFCo shall pay Contractor for services rendered at the hourly rate outlined in Exhibit "A," attached hereto.

The total amount paid to Contractor under this Agreement shall not exceed \$50,000 which amount does not include an amount for litigation unless amended.

3. **CONTRACTOR'S RESPONSIBILITIES** Contractor shall provide environmental planning services to LAFCo, as requested, in order to assist LAFCo in complying with the California Environmental Quality Act in LAFCo's consideration of projects and applications brought before LAFCo. Contractor's services may include, but are not necessarily limited to:
 - Preparing environmental documents compliant with the California Environmental Quality Act for LAFCo projects. Such documents under this contract include Notices of Exemption, Initial Studies, and Negative Declarations. If an expanded Initial Study with special technical studies or an Environmental Impact Report is initiated, the budgeted amount may increase upon written agreement of the parties.
 - Reviewing and commenting upon environmental documents prepared by local lead agencies to support applications submitted to LAFCo in LAFCo's role as a responsible agency under terms of the California Environmental Quality Act.
4. **TERM** The term of this Agreement shall be from the effective date of July 1, 2007 through June 30, 2008.

5. **TERMINATION** This Agreement may be terminated as follows:

By mutual consent of both parties; or

By LAFCo upon written notice thereof to Contractor.

ASSIGNMENT Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of LAFCo, except that claims for money due or to become due Contractor from LAFCo under this Agreement may be assigned by Contract to a bank, trust company, or other financial institution. Without such approval, written notice of any such transfer shall be furnished promptly to LAFCo. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

MODIFICATION This Agreement may only be modified by a written amendment hereto, executed by both parties.

SEVERABILITY If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

CONFIDENTIAL RELATIONSHIP All dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Contractor hereunder shall be revealed or made available to any person or entity other than LAFCo without LAFCo's permission except as provided by law.

INDEPENDENT CONTRACTOR No employer/employee relationship is intended by the parties hereto, the relationship of Contractor to the LAFCo being that of independent contractor. LAFCo will not be required to make payroll deductions or provide worker's compensation insurance or health benefits.

INSURANCE During the term of this Agreement, Contractor shall maintain professional liability insurance that is reasonably satisfactory to LAFCo in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Contractor shall also maintain worker's compensation insurance as required by statute.

SURVIVAL Contractor shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the term hereof.

NOTICES All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and

deposited with a United States Post Office for delivery by registered or certified mail and addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

LAFCO: Sacramento Local Agency Formation Commission
Attention: Peter Brundage
1112 I Street, #100
Sacramento CA 95814-1280

CONTRACTOR: Planning Partners
Attention: Robert D. Klousner
7620 Lakehill Court
Elk Grove, CA 95624

ADDITIONAL PROVISIONS This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

In addition, only the following costs will be billed as follows:

In-house photocopying will be billed at \$.05 a copy. Other photocopying, postage, long distance telephone charges, federal express, courier service, court and administrative fees, and all other "out of pocket" costs will be billed at actual costs.

Hourly rates shown in Exhibit A attached.

Executed by Contractor and by LAFCo in Sacramento, California on the date and year first above written.

**SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION**

**PLANNING PARTNERS
A Sole Proprietorship**

By: _____

By: _____

Peter Brundage
Executive Officer

Robert D. Klousner

Exhibit A

2007 RATE SCHEDULE

Client: Sacramento Local Agency Formation Commission

Matter: Environmental Document Preparation and Consulting

Hourly rates for Planning Partners' personnel:

Principal	\$132.00
Principal Planner	\$122.00
Senior Planner	\$100.00
Associate Planner	\$90.00
Assistant Planner	\$80.00
Planning Technician	\$75.00
Cartographer	\$70.00
Support	\$55.00