

**SACRAMENTO LOCAL AGENCY FORMATION COMMISSION**

*1112 I Street, Suite #100  
Sacramento, California 95814  
(916) 874-6458*

June 1, 2011

TO: Sacramento Local Agency Formation Commission  
FROM: Peter Brundage, Executive Officer *PB*  
RE: FY 2011-12 Contracts

**RECOMMENDATION:**

Authorize the Executive Officer to sign the attached contracts for FY 2011-12.

- A. Miller & Owen Commission Counsel
- B. Environmental Planning Partners Environmental Support

**DISCUSSION:**

The attached contract renewals cover the various on-going consulting services for FY 2011-12. These contracts include amounts for reimbursable project costs as well as funding for general support that is not reimbursable.

The following contract amounts have been included in the FY 2011-12 Final Budget:

	<u>Contract Amount</u>	<u>Revenue</u>	<u>Net Cost</u>
Legal	\$160,000	\$100,000	\$60,000
Environmental	<u>50,000</u>	<u>30,000</u>	<u>20,000</u>
Total	\$210,000	\$130,000	\$80,000



**AGREEMENT BETWEEN  
SACRAMENTO LOCAL AGENCY FORMATION COMMISSION  
AND  
MILLER & OWEN  
A Professional Corporation**

This Agreement is made and entered into this 30<sup>th</sup> day of June 2011, by and between the **SACRAMENTO LOCAL AGENCY FORMATION COMMISSION** (hereinafter referred to as “**LAFCo**”), and **MILLER & OWEN, A Professional Corporation** (hereinafter referred to as “**Contractor**”).

1. **CONTRACTORS OBLIGATION** Contractor shall provide legal services, representation, 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 \$60,000 for services that are not reimbursed by third parties and \$100,000 for services that are reimbursed by third parties for a total amount not to exceed \$160,000 unless the amount is amended in writing by the parties. The total amount does not include any amounts for litigation. In the event of litigation the contract amount may be amended.

3. **CONTRACTOR’S RESPONSIBILITIES** Contractor shall provide legal services to LAFCo, as requested, in order to assist LAFCo in relation to proceedings undertaken. Contractor’s services may include, but are not necessarily be limited to:

Representing LAFCo as general counsel including, but not limited to, litigation if any. If litigation is initiated, the budgeted amount may increase upon written agreement of the parties.

Making recommendations to LAFCo on the development of LAFCo positions on various issues as requested by staff or the Commission.

4. **TERM** The term of this Agreement shall be effective from July 1, 2011, through June 30, 2012. It is the parties’ intent that this Agreement may be annually renewed by LAFCo and Contractor.
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 which is reasonably satisfactory to LAFCo in an amount not less than \$500,000 per occurrence and \$1,000,000 umbrella coverage. Contractor shall also maintain worker's compensation insurance in an amount not less than \$1,000,000.

**SURVIVAL** Contractor shall remain obligated under all clauses of this Agreement which 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: MILLER & OWEN  
Attention: Nancy C. Miller  
A Professional Corporation  
428 J Street, Suite 400  
Sacramento CA 95814

**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.

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

SACRAMENTO LOCAL AGENCY  
FORMATION COMMISSION

MILLER & OWEN  
A Professional Corporation

By: \_\_\_\_\_  
Peter Brundage  
Executive Officer

By: \_\_\_\_\_  
Nancy C. Miller

## Exhibit A

### RATE SCHEDULE FY 2011-12

Nancy C. Miller	\$270.00
William L. Owen	\$270.00
Paul J. Chrisman	\$250.00
Christiane E. Layton	\$250.00
Madeline E. Miller	\$215.00
Jennifer V. Gore	\$195.00
Matthew M. McOmber	\$180.00
Paralegals	\$105.00

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. Travel to and from client is not billed.

Hourly rates may increase upon written amendment by the parties. The firm usually adjusts rates annually.

**AGREEMENT BETWEEN  
SACRAMENTO LOCAL AGENCY FORMATION COMMISSION  
AND  
ENVIRONMENTAL PLANNING PARTNERS, INCORPORATED**

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2011, by and between the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION (hereinafter referred to as "LAFCo"), and ENVIRONMENTAL PLANNING PARTNERS, Inc.

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 \$20,000 for services that are not reimbursed by third parties and \$30,000 for services that are reimbursed by third parties for a total amount not to exceed \$50,000 unless the amount is amended in writing by the parties. The total amount does not include an amount for litigation. In the event of litigation, the contract may be 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, 2011 through June 30, 2012.

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: Environmental Planning Partners Inc.  
Attention: Robert D. Klousner  
PO Box 627  
7281 Lone Pine Drive, Suite D-203  
Sloughouse, CA 95683

**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**

**ENVIRONMENTAL PLANNING PARTNERS**  
Incorporated

By: \_\_\_\_\_  
Peter Brundage  
Executive Officer

By: \_\_\_\_\_  
Robert D. Klousner

**Exhibit A**

**2011-2012 RATE SCHEDULE**

Client: Sacramento Local Agency Formation Commission

Matter: Environmental Document Preparation and Consulting

**Hourly rates for Planning Partners' personnel:**

Principal	\$140.00
Principal Planner/Scientist	\$125.00
Prof. Planner/Scientist	\$120.00
Senior Planner	\$105.00
Assoc. Planner/Scientist	\$95.00
Assistant Planner	\$90.00
Planning Technician	\$85.00
Cartographer	\$75.00
Support	\$57.50