

EL DORADO LAFCO

LOCAL AGENCY FORMATION COMMISSION

**PROFESSIONAL SERVICES AGREEMENT
FOR
MUNICIPAL SERVICES REVIEW AND SPHERE OF INFLUENCE UPDATE FOR THE
CITY OF PLACERVILLE, CITY OF SOUTH LAKE TAHOE, AND CAMERON PARK
COMMUNITY SERVICES DISTRICT**

This Agreement is entered into this ____ day of August, 2022, by and between the El Dorado County Local Agency Formation Commission (“LAFCO”), and Planwest Partners, Inc., a California Corporation (referred to as “Consultant”).

RECITALS

WHEREAS, Consultant desires to perform and assume responsibility for the provision of professional consultant services required by LAFCO for the completion of a Municipal Services Review and Sphere of Influence Update, on the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant has presented a proposal for such services to LAFCO, dated June 30, 2022, and is duly licensed, qualified, and experienced to perform those services; and

WHEREAS, Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research; and

WHEREAS, LAFCO desires to engage Consultant to render such services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below LAFCO and Consultant hereby agree as follows:

AGREEMENT

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Consultant promises and agrees to furnish to LAFCO all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional consultant services for the completion of a Municipal Services Review and Sphere of Influence Update (the “Services”) as specified in Exhibit “A” Scope of Work, attached hereto and incorporated herein by reference, in a manner satisfactory to LAFCO and in accordance with all applicable Federal, State, and Local laws and regulations, and all terms and conditions set forth in this Agreement.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by LAFCO and upon the following schedule:

Task 1: Data Collection, September – October 2022

Task 2: Interpretation and Analysis, November 2022 – January 2023

Task 3: Administrative Draft MSR/SOI Report, February 2023

Task 4: Public Review Draft MSR/SOI Report, April 2023

Task 5: Final MSR/SOI Report and Adoption, June 2023

Task 6: Organization of Supporting Documents, June 2023

2.2 Extension of Time: Consultant may, for good cause shown, request an extension(s) of time to perform the Services required hereunder. The parties may mutually extend the time needed to perform the Services provided that such extension is authorized in advance by LAFCO staff, and an amendment to this Agreement is executed. Such amendment may be executed by Commission staff provided that the total cost of this Agreement does not change.

2.3 Reports. Consultant shall be responsible for submitting appropriate drafts and updates to LAFCO staff as specified in Exhibit "A" Scope of Work, or as otherwise reasonably requested by LAFCO. Consultant shall submit project progress reports as reasonably requested by LAFCO. All reports and submittals shall be provided in Microsoft Word format and all charts and graphics shall be in JPEG or tagged image file format (TIFF) and reproducible in black-and-white. All payments to the Consultant are contingent upon timely receipt and completion of the required components.

3. FEES AND PAYMENTS.

3.1 Compensation. The total compensation shall not exceed Forty-Eight Thousand Nine Hundred Fifteen Dollars (\$48,915) without LAFCO's prior written approval. All reimbursements for expenses incurred by Consultant will be charged at the rates specified in Exhibit B, Cost Proposal attached hereto and incorporated herein by reference.

3.2 Payment of Compensation. On a monthly basis, Consultant shall submit to LAFCO an invoice which indicates hours of work completed for each task in a manner satisfactory to LAFCO, and in a manner consistent with Exhibit B, rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date through the date of the statement. LAFCO shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by LAFCO in writing. Mutually agreed changes shall be incorporated in written amendments to this Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of LAFCO. Consultant shall have no power or authority by this Agreement to bind LAFCO in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Consultant are employees, agents, contractors, or subcontractors of the Consultant and not of LAFCO. LAFCO shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of LAFCO.

5.3 Project Manager. As a material and essential part of this Agreement, Consultant shall designate and assign Krystle Heaney as its project manager for this Agreement, who at all times shall represent the Consultant before LAFCO on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until removed at the request of LAFCO, is no longer employed by Consultant or replaced with the written approval of LAFCO which shall not be unreasonably withheld.

5.4 Coordination of Services. Consultant agrees to work closely with LAFCO staff in the performance of Services and shall be available to LAFCO staff, consultants, and other staff at all reasonable times. LAFCO agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of quality, practice, and competence normally displayed in the Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable Federal, State, and Local laws and guidelines.

5.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors, has any interest, nor shall they acquire any interest, direct or indirect, in the subject of this Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by LAFCO's conflict of interest policy in accordance with the category designated by LAFCO, unless the Executive Officer determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the conflict of interest policy of LAFCO and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with LAFCO's conflict of interest policy if, at any time after the execution of this Agreement, LAFCO determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest policy and as directed by LAFCO.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to LAFCO that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to LAFCO that the subconsultant has secured all insurance required under this section.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of this Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of this Agreement, the following policies of insurance.

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. If Consultant is not required by law to have Workers' Compensation Insurance, Consultant shall provide evidence of such, and LAFCO will waive this requirement. If Consultant hires subcontractors to perform under this Agreement, the Consultant shall assure that the subcontractor carries Workers' Compensation insurance for all of its employees, who are required to be covered by applicable law.

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to this Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon LAFCO except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon LAFCO except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon LAFCO except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by LAFCO and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of this Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by LAFCO. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with LAFCO. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with LAFCO evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to LAFCO. LAFCO shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding LAFCO as an Additional Insured to the subconsultant's policies.

7. **OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.**

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for LAFCO to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that LAFCO is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by LAFCO.

LAFCO shall not be limited in any way in its use or modification of the Documents and Data at any time. If LAFCO modifies the Documents and Data in a manner and for a purpose not intended by this Agreement, LAFCO shall indemnify Consultant against all claims arising from such modification.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of LAFCO, except by court order.

8. ACCOUNTING RECORDS.

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by LAFCO and its auditors accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of LAFCO. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. LAFCO may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to LAFCO before the date of termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause, which shall be defined for purposes of this Agreement as LAFCO's failure to provide timely payment as provided herein, or any other material breach of this Agreement by LAFCO.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, LAFCO may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, LAFCO may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS.

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

LAFCO:

El Dorado County LAFCO
550 Main Street, Suite E
Placerville, CA 95667
Attn: Erica Sanchez, Interim Executive Officer

Consultant:

Planwest Partners, Inc.
1125 16th Street, Suite 200
Arcata, CA 95521
Attn: Colette Santsche

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. Consultant shall indemnify and hold LAFCO, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions, errors or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of LAFCO.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against LAFCO, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against LAFCO or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse LAFCO and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by LAFCO, its directors, officials, officers, employees, agents or volunteers.

11.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Project or the Services, including without limitation LAFCO business license requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to LAFCO, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall indemnify and hold LAFCO, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of this Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of LAFCO, which will not be unreasonably withheld, provided, however, that claims for money due or to become due Consultant from LAFCO under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to LAFCO.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in El Dorado County.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

11.17 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

11.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EL DORADO LAFCO

Planwest Partners, Inc.

By: _____
John Hidahl
Chair, El Dorado LAFCO

By: _____
Colette Santsche
Planwest Partners, Inc.

Attest:

By: _____
Erica Sanchez
Interim Executive Officer

Approved as to Form:

By: _____
Malathy Subramanian
Best Best & Krieger LLP
LAFCO Counsel

EXHIBIT "A"

SCOPE OF WORK

Planwest has reviewed the process provided in the RFP and agree to the steps outlined therein. To simplify contracting and invoicing, we have combined some of the tasks as noted below. Each task is detailed below and includes additional information regarding how Planwest would approach this MSR/SOI process. In order to increase efficiency, we recommend conducting all three MSRs together so that a single countywide introduction and background section can be developed for the document. However, in the event LAFCo decides to conduct these MSRs separately, each task will be undertaken for each individual agency.

Task 1 - Data Collection

This task includes process item 1 as outlined in the RFP. Planwest will hold a kick-off meeting (remotely) with El Dorado LAFCO staff to review the scope and schedule and address any questions or process items prior to work commencement. In coordination with El Dorado LAFCO staff, Planwest will determine what data is currently available and what additional information is needed to address the seven factors in GC §56430. This may include but is not limited to interviews, surveys, and research of existing information and documents.

Planwest will prepare personalized requests for information for each agency after initial research has been completed. We know that agency staff are often busy with multiple tasks so we will attempt to gather as much information as possible through research before submitting an information request. To the extent appropriate and feasible, research for preparation of the service review will include the following listed sources and subjects as well as others mentioned in the RFP.

- o Principal Acts
- o General Plan and Zoning Ordinances
- o Community Plans
- o Agency Budgets and Audits
- o Water Management Plans
- o Capital Improvement Plans
- o US Census Bureau
- o CEQA Documents
- o Agency Websites
- o El Dorado County Records
- o Memorandums of Understanding
- o Special Reports

Task 2 - Interpretation and Analysis

This task includes process items 2 and 5 as outlined in the RFP. Based on the research conducted in Task 1, Planwest will begin to interpret and analyze information to determine the level of services and demand for each agency. This services analysis will allow us to draw conclusions on service needs for each agency and identify any opportunities for shared services. If necessary, we will also determine various governance options or potential efficiency measures to help increase service levels within agency boundaries.

Planwest will work with El Dorado LAFCO staff to review and verify information collected. Data collected will be adequate to prepare an agency profile and make statutorily-required determinations. Agency Profiles will be distributed to agency staff for review and feedback to ensure accuracy. The Agency Profile will describe each agency, its location, history, number of employees, structure, the services it provides, and a map of the existing district boundary and service areas (including SOI boundary). We will also compile demographic and land use information, including documenting disadvantaged status, within and adjacent to SOIs. This analysis will allow us to provide the Commission with recommendations for each agency and aid us in revising MSR and SOI determinations as warranted.

Task 3 - Administrative Draft MSR/SOI Report

This task includes process item 3 as outlined in the RFP. Planwest will produce an Administrative Draft MSR/SOI Report with appropriate and actionable recommendations for LAFCO staff review. Planwest will meet with El Dorado LAFCO staff and, if designated, the MSR review subcommittee to discuss any significant issues identified and review draft determinations. The Administrative Draft MSR/SOI Report will be organized in a way that is both readable and suitable for use by elected officials, service providers and the public. We will present issues in the most succinct manner possible while including necessary content and ensuring readability including:

- o Background section (CKH Overview, purpose and study methodology as presented in the scope of work).
- o Brief description of MSR/SOI study area and affected providers
- o Summary of important issues, conclusions, and analyses by evaluation category.
- o Service level/industry standards comparison tables
- o Draft MSR determinations and recommendations
- o Draft SOI determinations and recommendations

Task 4 - Public Review Draft MSR/SOI Report

This task includes process item 6 as outlined in the RFP. Planwest will meet with El Dorado LAFCO staff to review and address any comments received on the Administrative Draft MSR/SOI Report. Planwest will prepare a Public Review Draft MSR/SOI Report that includes proposed findings, determinations, and recommendations. We will also help facilitate review of the draft report by the

Commission, County Board of Supervisors, affected/interested agencies, and the public. Planwest will be available to attend and present the draft report as a public workshop item at a Commission meeting.

Task 5 - Final MSR/SOI Report and Adoption

This task includes process items 7, 8, and 9 as outlined in the RFP. Based on comments received during the agency and public review period, Planwest will prepare a Final MSR/SOI Report addressing comments from LAFCO Commission, LAFCO staff, affected/interested agencies, and the public, including findings, determinations, and recommendations. Planwest will then attend and present the final report to the Commission at a public hearing. This can be virtual, or in-person attendance as directed by the Commission. El Dorado LAFCO will be responsible for determining the appropriate level of environmental review and preparing all CEQA documentation for the MSR.

Following Commission approval of the MSR, Planwest will prepare the Adopted MSR/SOI addressing any Commission directed changes and provide to El Dorado LAFCO with a final electronic version (both PDF and Word versions) for distribution and posting online.

Task 6. Organization of Supporting Documents

This task includes process item 10 as outlined in the RFP. Planwest will provide a complete list of resources utilized for preparation of the document and will provide a catalog of digital files. This will also include a tracking sheet of comments received and responses to comments, as necessary.

**EXHIBIT "B"
COST PROPOSAL**

El Dorado LAFCO Placerville, South Lake Tahoe, and Cameron Park MSR Proposed Budget

	Principal Planner	Senior Advisor	Senior Planner	GIS Manager	Planning Technician	Expense	Total
Rate	\$140	\$130	\$120	\$100	\$80		
Task 1. Data Collection and Review	4.00		32.00	4.00	40.00		\$8,000.00
Task 2. Interpretation and Analysis	16.00		52.00	16.00	40.00	\$317.00	\$13,597.00
Task 3. Administrative Draft MSR/SOI Report	16.00	4.00	48.00	16.00	56.00		\$14,600.00
Task 4. Public Review Draft MSR/SOI Report	16.00		24.00	8.00	16.00	\$119	\$7,319.00
Task 5. Final MSR/SOI Report and Adoption	4.00	4.00	16.00	4.00	8.00	\$119	\$4,159.00
Task 6. Organization of Supporting Documents	2.00		4.00		6.00		\$1,240.00
Total Hours	58.00	8.00	176.00	48.00	166.00		
Total	\$8,120.00	\$1,040.00	\$21,120.00	\$4,800.00	\$13,280.00	\$555.00	\$48,915.00

In-Person Meeting/Travel Expenses:

Mileage Markleeville - Cameron Park: 89mi @ \$.585/mi
Mileage Markleeville - Placerville: 76 mi @ \$.585/mi
Mileage Markleeville - South Lake Tahoe: 29 mi @ \$.585/mi

One-Way

\$52
\$44
\$17

Round Trip

\$104
\$89
\$34

Per Diem \$30.00