

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 12nd day of September, 2017 by and between the COUNTY OF CALAVERAS, a political subdivision of the State of California, (hereinafter called "County") and Lopez Engineering and Consulting, Inc., (hereinafter called "Contractor") pursuant to the following terms and conditions:

1. TERM

The term of this Agreement shall commence on September 12, 2017, and shall terminate on June 30, 2018. The term may be extended by the County on a month-to-month basis for an additional three (3) months provided Contractor is given at least fourteen (14) calendar days' prior notice of such extension.

2. SCOPE OF SERVICES

- A. Contractor shall perform services described in "APPENDIX A-Scope of Work" attached hereto and incorporated herein by this reference ("APPENDIX A"), and within the times or the dates provided for in APPENDIX A.
- B. Contractor shall assign competent personnel to perform work under this Agreement who demonstrate an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of Public Works and ability to manage assignments and projects which are highly complex and difficult in nature.
- C. County agrees to provide a work space for the contractor as well as access to County information technology services and department specific information necessary to perform the functions outlined in APPENDIX A.

3. COMPENSATION

- A. Contractor shall be paid one hundred and forty five dollars (\$145) per hour. This hourly rate is inclusive of all mileage, meal and other per diem costs associated with this contract. If the contractor needs

to travel in the course of completing services outlined in Exhibit A, County agrees to provide lodging to contractor; additionally, should contractor need to stay overnight in Calaveras County, County agrees to provide lodging to contractor.

B. Contractor shall invoice County monthly for work performed by the 15th of each month with summary of tasks performed.

C. County shall make payment directly to:

Lopez Engineering and Consulting, Inc.
Attn: Manuel Lopez
PO Box 143
Ripon, CA 95366

All payment requests must be reviewed and approved by the County Administrative Officer or his/her designee. Total compensation for the services rendered under this Agreement shall not exceed seventy-five thousand dollars (\$75,000.00).

D. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder.

4. **INSURANCE REQUIREMENTS**

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies. Contractor may request waivers to these insurance amounts, to be authorized by the County Administrative Officer.

A. General Liability - insurance with a minimum limit of liability per occurrence of \$1,000,000. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to premises and operations and broad form contractual.

- B. Automobile Liability - insurance with a minimum limit of liability per occurrence of \$300,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles by owner of vehicle.

5. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement. If such indemnification becomes necessary, the County Counsel for the County of Calaveras shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

6. **TERMINATION**

A. This Agreement may be terminated by County at County's option:

- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness.
- (2) For any reason satisfactory to County provided, however, Contractor shall be given ten (10) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1) Upon County's failure, neglect or refusal to make any payment as required hereunder.

- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.
- (3) Upon ten (10) days written notice to County.

7. STATUS

Contractor and County agree that Contractor is an independent contractor and in no event shall he be considered an employee of the County.

8. ASSIGNMENT

This Agreement is for the professional services of Contractor and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

9. ATTORNEYS' FEES

In the event of legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees.

10. VENUE

In the event legal action is commenced to enforce the terms of this Agreement, proper venue shall be the County Superior Court.

County: Calaveras County
891 Mountain View Road
San Andres, CA 95249-9709

Contractor: Lopez Engineering and Consulting, Inc.
Manuel Lopez, Owner / CEO
PO Box 143
Ripon, CA 95366

IN WITNESS WHEREOF , the parties have executed this Agreement as of the day and year above set forth

Dated: _____

CONTRACTOR

Manuel Lopez, Principal / CEO

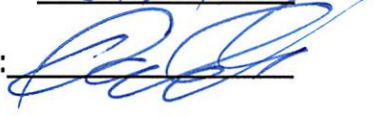
Dated: _____

COUNTY of CALAVERAS

County Administrative Officer

Approved As To Form:
County Counsel

Date: 8/30/17

By: 

APPENDIX A

SCOPE OF WORK

Deliverables: Upon Issuance of a Notice to Proceed, Contractor shall meet with County to preview expectations and approximate time frames for the tasks listed below.

1. **Assessment of Public Works Department operations, including but not limited to assessments of:**
 - a. Staffing levels, operational structure and management structure
 - b. Communication processes and methods employed by the Department and gaps in communication
 - c. Assignment of duties within the Department
 - d. Staff morale and productivity
 - e. Operational productivity
2. **Consultation to Public Works Director and County Administrative Officer and assistance to update:**
 - a. Public Works projects, timelines and deliverables
 - b. Capital Improvement Project list for Public Works
 - c. Policies and management procedures for the Public Works Department
 - d. Structural changes within the Public Works Department
 - e. Implementation strategies and guidance for timely project deliverables
3. **Assessment of communication with key external stakeholders, including the Calaveras Council of Governments, Caltrans, CalOES and other similar local and State agencies.**
4. **Assessment of service duplication and opportunities for stronger coordination among all land use and resource agencies within the County umbrella, including but not limited to, the Building Department, Planning Department, Public Works and Environmental Management Agency.**
5. **Recommendation for industry best practice implementation across all assessed functions.**
6. **Written reports and analysis of all findings through the assessment and review process.**
7. **Specific recommendation(s) to the County Administrative Officer for his/her consideration.**
8. **Formal presentations at not less than a monthly basis, to the County Administrative Officer to update him/her at major milestones.**

In order to accomplish the above tasks, Contractor may employ a number of activities, including interviews with staff and other organizations, review of County department work product and documents, site visits to service locations, research and analysis and visiting other organizations outside of the County.