

**CITY OF SUTTER CREEK
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
APPLICANT REIMBURSABLE PROJECT PLANNING SERVICES**

This Agreement is made and entered into on July 1, ~~2024~~2025 and ends June 30, ~~2026~~2027 by and between the City of Sutter Creek, a municipal corporation of the State of California (hereinafter "CITY") and Hauge Brueck Associates, LLC (hereinafter "HBA").

RECITALS

WHEREAS, Robert Brueck and Erin Ventura, associates of HBA, are experienced in providing city planning, permitting, public outreach and environmental consulting services and are experienced working with the City of Sutter Creek on planning, permitting, public outreach and environmental projects; and

WHEREAS, CITY requires planning services support of planning staff assignments under applicant initiated projects.

WHEREAS, CITY desires to engage HBA to render project planning consulting services for said planning staff assignments and HBA represents that HBA possesses the professional qualification to provide such consulting services.

CITY and HBA agree to enter into this AGREEMENT for the performance of on-call consulting services on the terms and conditions stated in this AGREEMENT.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SCOPE OF SERVICES AND TERM

1.1 General Scope of Services

Upon receipt of written authorization from CITY, HBA at HBA's sole cost and expense (to be reimbursed as provided in this Agreement) and to the satisfaction of CITY, shall perform on-call services (Services) set forth by individual applicant initiated applications/projects. Services may include, but are not limited to:

- a. Staff to the City Council, Planning Commission, and Architectural Review Committee;
- b. Preparation of staff reports and coordination with City staff and the applicants/public;
- c. Outreach and public involvement activities;
- d. Review of site plans for residential and commercial projects;
- e. Review of conditional use, encroachment, and sign permits;
- f. Review of lot adjustment maps, tentative subdivision maps, and final subdivision maps;
- g. Preparation of General Plan amendments;
- h. Preparation of Municipal Code amendments;
- i. Preparation of design guidelines;
- j. Management of mitigation monitoring programs;
- k. Preparation of planning and environmental reports;
- l. Preparation of CEQA compliance documents; and
- m. Geographic Information Systems support.

Each applicant initiated project assignment shall specify the Services to be performed, the schedule for completion, and cost including fees, costs, and expenses both direct and indirect, but shall otherwise be governed by the terms and conditions of this Agreement.

1.2 Term

The term of this Agreement runs through the fiscal year ending on June 30, ~~2026~~2027 or until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II

RESPONSIBILITIES OF CONSULTANT

2.1 Control and Payment of Subordinates

CITY retains HBA on an independent contractor basis and HBA is not an employee of CITY. The personnel performing the Services under this Agreement on behalf of HBA shall be under HBA's exclusive direction and control. HBA shall pay wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. HBA shall be responsible for reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements

All work prepared by HBA shall be subject to the approval of CITY.

2.3 Standard of Care: Licenses

HBA shall perform the Services under this Agreement in a skillful and competent manner. HBA shall be responsible to CITY for any errors or omissions in its execution of this Agreement. HBA represents and warrants to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. HBA further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

2.4 Representatives

HBA assigns Erin Ventura as its Representative who shall coordinate Services. The HBA Representative shall be available to the CITY at mutually agreeable and reasonable times. HBA may appoint another person as an HBA Representative upon written notice to CITY. The City Manager shall act as CITY's Representative for purposes of carrying out this Agreement.

2.5 Accounting Records

HBA shall maintain complete and accurate records with respect to costs and expenses incurred under this Agreement. Such records shall be clearly identifiable. HBA shall allow an authorized representative of CITY, during normal business hours, to examine, audit, and make transcripts of copies of such records. HBA shall allow inspection by CITY of work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

ARTICLE III FEES AND PAYMENTS

3.1 Compensation

Except as provided in this section, HBA shall receive compensation for Services rendered under this Agreement at the rates set forth in the attached Exhibit A, Schedule of Hourly Billing. Total compensation through the term of this Agreement shall ~~not exceed \$75,000~~be tracked and reported in each monthly progress report.

3.2 Payment of Compensation

HBA shall provide to CITY a monthly progress report that indicates work completed, work to be completed, issues with resolution, and hours of service rendered. CITY shall, within 30 days of receiving such statement from HBA, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses

HBA shall be reimbursed for expenses when authorized in writing by CITY.

ARTICLE IV INDEMNIFICATION AND INSURANCE

4.1 Indemnification

HBA shall defend, indemnify, and hold the CITY, its officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions, or willful misconduct of HBA arising out of or in connection with HBA's negligent performance of this AGREEMENT, including without limitation the payment of attorneys' fees. Further, HBA shall defend at its own expense, including attorneys' fees, CITY, its officials, officer, employees, and agents in any legal action based upon such negligent acts, omissions, or willful misconduct. The indemnity obligations of HBA contained in the foregoing sentences or anywhere else within this Agreement shall not be applicable to any liability whatsoever, including, without limitation, claims, losses, damages, or other costs of any nature, that are based upon, occasioned, or attributable to any injury, default, or damage arising from any negligent act, error, or omission or willful misconduct of CITY, its servants or agents, or persons from whom it has assumed responsibility in the performance or purported performance of this Agreement, from and against which CITY shall indemnify, defend, and hold HBA harmless.

4.2 Insurance

HBA shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to CITY.

4.2.1 Commercial General Liability Insurance

HBA shall maintain occurrence version commercial general liability insurance of equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

4.2.2 Business Automobile Liability Insurance

HBA shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned and hired automobiles.

4.2.3 Professional Liability Insurance

HBA shall maintain errors and omissions liability insurance with a limit of not less than \$1,000,000 each claim. Such insurance shall be maintained for a minimum of three years following completion of the Services.

4.2.4 Workers' Compensation Insurance

HBA shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

4.3 Additional Insured's

Such insurance shall name CITY, its officials, officers, employees, agents, and consultants, as Insured's with respect to performance of Services. Such insured status shall contain no special limitations in the scope of its protection to the above-listed Insured's. All Professional Liability insurance shall be primary with respect to any insurance or self-insurance programs covering CITY, its officials, officers, employees, agents, and consultants and shall contain standard separation of Insured's provisions.

4.4 Certificates of Insurance

HBA shall, prior to commencement of the Services, furnish to CITY properly executed certificates of insurance, and certified copies of endorsements and policies, which shall clearly evidence all insurance required in this Section. HBA shall not allow such insurance to be canceled, expire, or be materially reduced in coverage except on 30 days prior to written notice to CITY.

4.5 Term of Coverage

HBA shall maintain all insurance required by this Agreement from the time Services commence until Services are completed, except as may be otherwise required by this Article. HBA shall replace any policies, certificates, and endorsements for any insurance expiring prior to completion of the Services.

4.6 Licensed Insurer

HBA shall place all insurance with insurers licensed to do business in California.

ARTICLE V TERMINATION

5.1 Notice of Termination

CITY may, by written notice to HBA, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to HBA of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. HBA shall discontinue all Services affected within seven (7) days of receipt of such notice, unless otherwise instructed by CITY in writing.

5.1.1 Termination For Convenience

If termination is for the convenience of the CITY, HBA shall be paid for Services performed through the date of termination, upon receipt of written documentation by CITY. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.1.2 Termination for Cause

If termination is due to HBA's failure to fulfill its obligations under this Agreement, HBA shall be compensated for Services that have been completed and accepted by CITY. HBA shall be liable to CITY to make satisfactory any unsatisfactory work received from HBA, which at CITY's reasonable discretion must be revised, in part or in whole, to complete Services. In no event shall HBA be liable to CITY or any third party for consequential, special, indirect, or incidental damages or lost revenue or profits in connection with this Agreement.

5.2 Procurement of Similar Services

In the event this Agreement is terminated in whole or in part as provided by this Article, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.3 Work Product

If this agreement is terminated as provided in Section 5.1 of this Agreement, or at the time that HBA completes the work required under this Agreement, CITY may require HBA to provide all finished or unfinished documents,

data, studies, drawings, reports, etc., prepared by HBA in connection with the performance of Services under this Agreement.

ARTICLE VI GENERAL PROVISIONS

6.1 Entire Agreement

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may be modified only by writing and when signed by both parties.

6.2 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by HBA without the prior written consent of CITY.

6.3 Subcontracts

HBA shall not subcontract any portion of the work required by this Agreement without prior written approval of CITY. All approved subcontracts, if any, shall be accompanied by a written instrument. Such instrument shall contain an express assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.4 Equal Opportunity Employment

HBA represents that it is an equal opportunity employer and shall not discriminate against an employee or applicant for employment with HBA on the basis of race, color, religion, national origin, ancestry, sex, or age.

6.5 Attorney's Fees

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suits.

6.6 Governing Law

This Agreement shall be governed by and construed with the laws of the State of California.

6.7 Time of Essence

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

6.8 Right to Employ Other Consultants

CITY reserves right to employ other consultants in connection with Services.

6.9 Delivery of Notices

All notices permitted, or required under this Agreement, shall be deemed made when delivered to the applicable parties representative as provided in this Agreement. Additionally, such notices may 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:

CITY:

City of Sutter Creek
18 Main Street
Sutter Creek, CA 95685
Attention: City Manager

CONSULTANT:

Hauge Brueck Associates, LLC
3606A Greystone Drive
Austin, TX 78731
Attention: Robert Brueck, Manager

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, return receipt requested, and addressed to the party at its applicable address.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first herein above written.

CITY

City of Sutter Creek

CONSULTANT: Hauge Brueck Associates, LLC

By:_____
Robert Brueck, Manager

EXHIBIT A SCHEDULE OF HOURLY BILLING

HAUGE BRUECK ASSOCIATES, LLC ~~2024~~2025 RATE SCHEDULE

CLASSIFICATION	HOURLY BILLING RATE
ASSOCIATE I	\$40
ASSOCIATE II	\$50
ASSOCIATE III	\$70
ASSOCIATE IV	\$80
ASSOCIATE V	\$100
ASSOCIATE VI	\$110
ASSOCIATE VII	\$130
ASSOCIATE VIII	\$150
ASSOCIATE IX	\$170
ASSOCIATE X	\$190
ASSOCIATE XI	\$210
ASSOCIATE XII	\$230

- Rate schedule updated annually
- Hourly billing rates include labor and overhead (e.g., office space, office supplies, computers, phones, and incidentals).
- Mileage billed at IRS rates.
- Other direct costs (ODC) billed at actual cost plus 10% (e.g., printing, travel and subcontractors).

HBA Associates are assigned the following classifications:

Robert Brueck	Associate XI
Erin Ventura	Associate IX
Connor Hinton (GIS)	Associate VI
Heidi Johnstone	Associate IV
<u>Katrina Lynch</u>	<u>Associate V</u>