

REPORT TO SHASTA COUNTY RTPA

SUBJECT	MEETING DATE	ITEM NUMBER
Approve ShastaFORWARD>>: GIS Services Agreement and Public Involvement RFP	4/17/07	4-6

RECOMMENDATION

It is recommended that the Agency take the following actions related to the ShastaFORWARD>> regional growth plan:

1. Authorize the chair to execute the attached personal services agreement (PSA) with Vestra Resources, Inc. for Geographical Information System (GIS) services.
2. Authorize the Executive Officer to prepare and publish a public involvement request for proposals (RFP).

SUMMARY

The attached PSA will allow the Agency to address GIS data gaps and obtain on-call technical assistance for regional land-use modeling. Deliverables specified in the agreement are prerequisite to carrying out the ShastaFORWARD>> regional growth plan.

In anticipation of upcoming additional work tasks, a public involvement RFP needs to be prepared and published. The purpose of this RFP is to procure technical assistance in those work areas related to public participation and mass media communications.

DISCUSSION

Utilizing a \$375,000 grant from the California Regional Blueprint Program, the Agency is developing a long-range regional growth plan for the Shasta County area. This project is known as ShastaFORWARD>>. Agency action is requested with respect to the following work plan elements:

GIS Services Agreement:

An essential component of the visioning process is the generation of regional growth scenarios by means of specialized GIS-based modeling software. Prerequisite to the modeling of future growth scenarios, gaps in GIS data must be addressed and a variety of GIS data layers compiled and organized.

A request for proposals (RFP) was authorized by the Agency in February 2007 and distributed to qualified consulting firms for such services. Four responses were received and evaluated. Vestra Resources, Inc. was selected by a technical review panel based on 1) project understanding, 2) qualifications of assigned staff, 3) firm's past record in performing similar projects, and 4) value added benefits not specifically addressed in the RFP. A summary of proposal evaluation scores is provided by attachment.

The attached Agreement between the Agency and Vestra Resources, Inc includes the following work elements:

- 1) Compile and make ready essential GIS data layers and convert hardcopy general plan maps to digital format in preparation for growth modeling (\$18,116)

- 2) Provide on-call GIS technical assistance as needed (hourly rate plus expenses, not to exceed \$60,000)

Public Participation RFP:

In anticipation of next steps and to maintain project schedule, a public involvement RFP should be prepared and published. The purpose of this RFP is to procure technical assistance in those work areas related to mass media communications and public awareness and engagement.

As ShastaFORWARD>> is the first Regional Blueprint Plan to be undertaken in the North State, a strategic emphasis has been placed on efforts designed to engage the general public and community stakeholders. The attached "Draft Public Involvement Plan" provides an overview of the type and order of such activities.

Approximately 13 percent of the overall project budget (around \$100,000) is dedicated to technical assistance and marketing program administration. It is anticipated that consultant responsibilities and project deliverables will include the following:

- Marketing plan,
- Print materials,
- Arrangements for mass media purchase, press releases, and media information packets,
- Website development, and
- Other related tasks.

It is anticipated that staff will recommend a consultant team to the Agency at the June meeting.

ALTERNATIVES

In regard GIS services, the Agency may choose not to execute the attached PSA. This is not recommended as the deliverables specified therein are required to proceed with the ShastaFORWARD>> regional growth plan.

In regard to the public involvement RFP, the Agency may postpone authorization to prepare and publish the RFP until the June 26, 2007 RTPA meeting. This would delay the project.

OTHER AGENCY INVOLVEMENT

Assistance with technical review of proposals was provided by City of Redding, Tehama County, and Shasta County GIS staff. TAC has reviewed and approved staff's recommendations.

FINANCING

Funding is provided through State Planning & Research grant funds (80%) and state match funds (20%) programmed in our OWP.



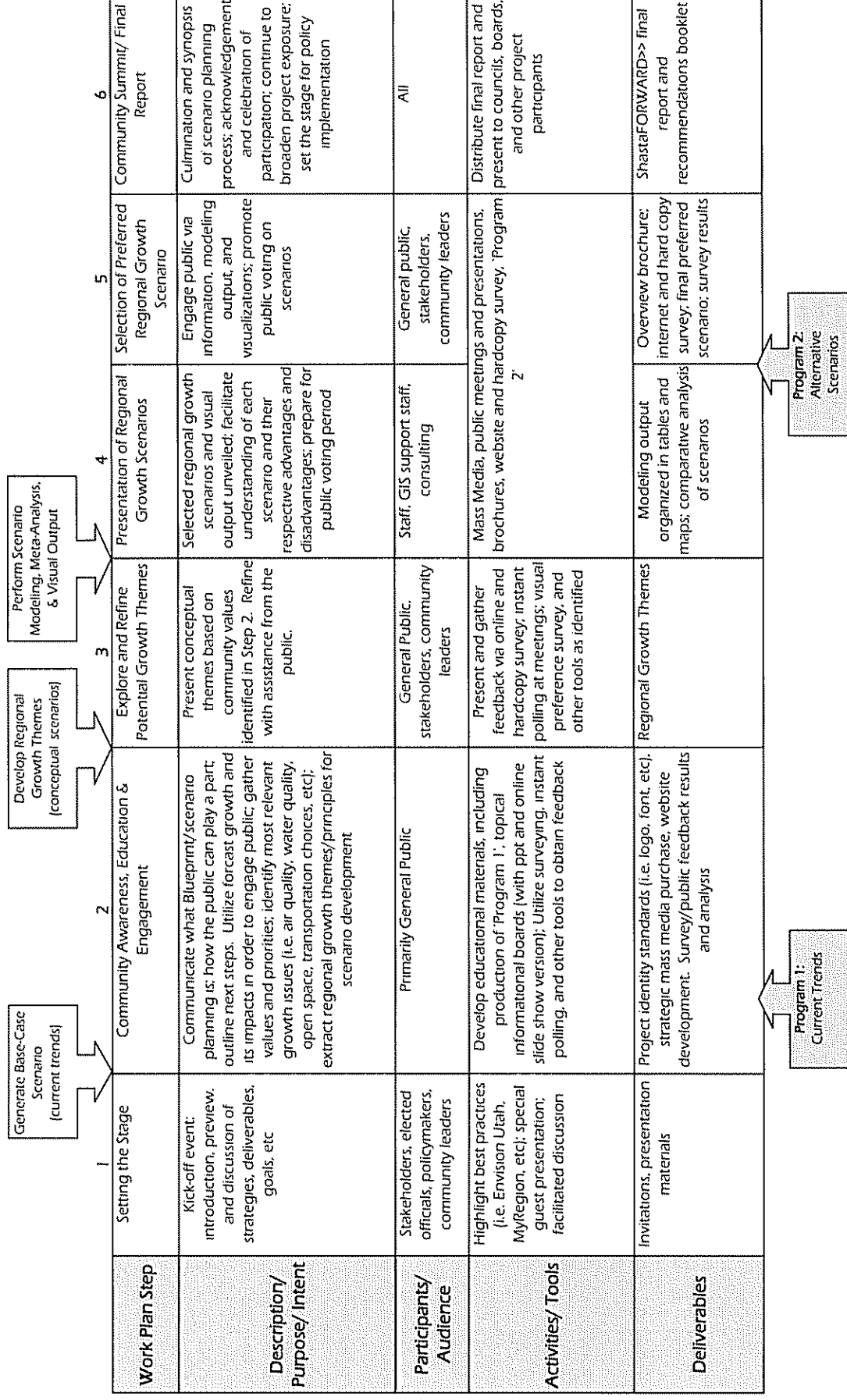
Daniel S. Little, AICP, Executive Officer

DSL/DTW/jac

Attachments: Proposal Evaluation Summary
 Draft Public Involvement Plan
 Personal Services Agreement for GIS Services

Proposal Evaluation Summary
GIS Services for ShastaFORWARD>>

Firm Name	Project Understanding (out of 20)	Qualifications of Assigned Staff (out of 80)	Statement of Interest/Value added benefits (out of 20)	Firm's past record in performing similar projects (out of 80)	Total Points (out of 200)
CSU-Chico	12	63	11	68	154
North State Resources	17	73	17	68	175
Vestra Resources	20	74	19	74	187
ENPlan	17	73	18	73	181



**PERSONAL SERVICES AGREEMENT BETWEEN SHASTA COUNTY REGIONAL
TRANSPORTATION PLANNING AGENCY AND
VESTRA RESOURCES, INC.**

This agreement is entered into between the Shasta County Regional Transportation Planning Agency ("SCRTPA"), and Vestra Resources, Inc. ("Consultant") for the purpose of GIS technical assistance related to the Shasta Regional Blueprint Plan ("Shasta*FORWARD>>*").

1. RESPONSIBILITIES OF CONSULTANT.

- A. Consultant shall 1) Compile and merge GIS data layers and convert hardcopy general plan maps to digital format in preparation for growth modeling; and 2) provide on-call GIS technical assistance related to the Shasta*FORWARD>>*. Refer to "**Attachment A: Scope of Work**" for complete description of all work tasks.
- B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of the SCRTPA pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

2. RESPONSIBILITIES OF SCRTPA.

- A. The SCRTPA shall compensate Consultant as set forth in section 3 of this agreement and shall monitor Consultant's performance.
- B. The SCRTPA to provide 1) color TIFF files of the General Plan, 2) digital files of the county boundary, lakes, streams, roads, incorporated city and urban area boundaries, 3) access to all General Plan Amendment files.

3. COMPENSATION.

Compensation shall be based on hourly rates plus direct expenses per **Attachment B, "2007 Rate Schedule"**. Compensation for Part I shall not exceed \$18,116. Hourly rates may be adjusted by no more than 2.5% annually, effective January 1 of each calendar year. Effective billing rate shall be based on the calendar day that the work was performed.

4. **BILLING AND PAYMENT.**

Consultant shall submit to the SCRTPA within thirty days after completion of the services described in section 1, an itemized statement or invoice of services rendered. The SCRTPA shall make payment within 30 days of receipt of Consultant's correct and approved statement.

5. **TERM OF AGREEMENT.**

This agreement shall commence on the date of signing and shall terminate April 17, 2010. Part I of the agreement shall be completed by June 30, 2007.

6. **TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform duties to the satisfaction of the SCRTPA or if Consultant fails to fulfill in a timely and professional manner obligations under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then the SCRTPA shall have the right to terminate this agreement for cause effective immediately upon the SCRTPA giving written notice thereof to Consultant. If termination for cause is given by the SCRTPA to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. The SCRTPA may terminate this agreement without cause on 30 days' written notice to Consultant. The SCRTPA shall pay consultant for all work satisfactorily completed as of the date of notice.
- C. The SCRTPA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. The SCRTPA right to terminate this agreement may be exercised by the Executive Officer.
- E. Should this agreement be terminated, Consultant shall promptly provide to the SCRTPA any and all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated under paragraph A above, Consultant shall only be paid for services completed and provided prior to notice of termination. In the event of termination under paragraph B or C above, Consultant shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of Consultant covered by this agreement, less payments of compensation previously made. In no event, however, shall the SCRTPA pay Consultant an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

7. **ENTIRE AGREEMENT; AMENDMENTS.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Executive Officer.

8. **NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the SCRTPA. The waiver by the SCRTPA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

9. **EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the SCRTPA to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this agreement; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the SCRTPA is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were a SCRTPA employee. The SCRTPA shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under the SCRTPA workers' compensation insurance plan nor shall Consultant be eligible for any other SCRTPA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

10. **INDEMNIFICATION.**

Consultant shall defend, hold harmless and indemnify the SCRTPA, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of the SCRTPA Counsel

and counsel retained by the SCRTPA, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of the SCRTPA) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the SCRTPA. Consultant shall also defend and indemnify the SCRTPA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless the SCRTPA with respect to Consultant's "independent contractor" status that would establish a liability on the SCRTPA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless the SCRTPA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement.

11. INSURANCE COVERAGE.

- A. Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the SCRTPA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the SCRTPA.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant will comply with such provisions before commencing the performance of the work of this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. Consultant shall require subcontractors to furnish satisfactory proof to the SCRTPA that liability and workers' compensation and other required types of

insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.

E With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the SCRTPA prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the agreement and continue coverage for a period of three years after the expiration of the agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the agreement.
- (3) All insurance (except workers’ compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *the SCRTPA, its elected officials, officers, employees, agents and volunteers as an additional insured* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the SCRTPA*. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers’ compensation and professional liability policies), or endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide the SCRTPA with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.

- (6) The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time during the term of the agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of the agreement, the SCRTPA may, in addition to any other remedies it may have, terminate the agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide the SCRTPA a certificate of insurance reflecting those limits.

12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the SCRTPA, Consultant shall give prompt and timely notice thereof to the SCRTPA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant will observe and comply with all applicable federal, state and local laws, ordinances and codes which relate to the services to be provided pursuant to this agreement.
- B. Consultant will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act

(Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

14. ACCESS TO RECORDS/RETENTION.

County, federal and state officials shall have access to any books, documents, papers and records of Consultant which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or the SCRTPA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after the SCRTPA makes final payment hereunder.

15. CONSULTANT'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by the SCRTPA shall be grounds for termination of this agreement.

16. LICENSES AND PERMITS.

Consultant shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Shasta and all other appropriate governmental agencies, including any certification and credentials required by the SCRTPA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by the SCRTPA.

17. PERFORMANCE STANDARDS.

Consultant shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's services.

18. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this agreement.

19. NOTICES.

- A. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to SCRTPA: Shasta County Regional Transportation
Planning Agency
1855 Placer Street
Redding, CA 96001

If to Consultant: Vestra Resources, Inc.
5300 Aviation Drive
Redding, CA 96002

- B. Notice shall be deemed to be effective two days after mailing.

20. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

21. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the SCRTPA and be delivered to the SCRTPA upon completion of its authorized use pursuant to the agreement. The SCRTPA may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the SCRTPA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of its rights in its own proprietary information, including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Consultant prior to, or acquired by the Consultant during the performance of this agreement and the Consultant shall not be restricted in any way with respect thereto.

22. USE OF COUNTY PROPERTY.

Consultant shall not use the SCRTPA premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.]

23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

IN WITNESS WHEREOF, the SCRTPA and Consultant have executed this agreement on the day and year set forth below.

**SHASTA COUNTY REGIONAL
TRANSPORTATION PLANNING AGENCY**

Date: _____

Norma Connick, Chair
Shasta County Regional
Transportation Planning Agency

VESTRA RESOURCES, INC.

By: _____
Art Stackhouse

Tax I.D.#: 680150306

Approved as to form:

LIZ JOHNSON
SCRTPA Counsel

By: _____