

ATTACHMENT E

AGREEMENT NO. 2009-xx

THIS AGREEMENT is made this fifth day of January 2009, by and between the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency, a joint powers agency organized under the laws of the State of California (the "JPA"), and L-Studio ("CONTRACTOR"), who agree as follows:

TERMS

1. CONTRACTOR shall provide public outreach services in connection with on-going activities related to development of the Yolo County Habitat/Natural Community Conservation Plan, as requested by the JPA's Executive Director. CONTRACTOR shall not use subcontractors to provide these services.
2. CONTRACTOR shall perform said services between January 6, 2009 and July 31, 2009.
3. Subject to CONTRACTOR's satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR's submission of an appropriate invoice, COUNTY shall pay CONTRACTOR the rates as reflected in Exhibit A, Fee Schedule, in an amount not to exceed \$30,000.
4. Either party may terminate this Agreement for any reason upon the provision of 15 (fifteen) days written notice to the other party. JPA shall have no obligation to pay CONTRACTOR any further funds for services provided by CONTRACTOR after the effective date of any termination sent under this Paragraph. JPA shall be obligated to pay CONTRACTOR for all services provided by CONTRACTOR up to the effective date of the termination.
5. Contractor, at its sole cost and expense, shall obtain and maintain through the entire term of this Agreement, the following insurance (JPA does not have to be named additional insured):
 - a. Comprehensive Automobile Liability, including owned, hired and no-owned automobiles, \$1,000,000 combined aggregate; and
 - b. Comprehensive General Liability, including product, completed operation, broad form contractual, and personal injury, \$1,000,000 combined aggregate, and
 - c. Workers' Compensation insurance as required by the State of California (if employees of the firm are involved in the work); and
6. CONTRACTOR understands that it is not an employee of the JPA and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
7. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement except as otherwise requested in writing by the County Counsel, or as otherwise required by law.

8. CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to JPA for audit and discovery purposes in compliance with all applicable laws.
9. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a State court located in Woodland, California.
10. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party.

YOLO COUNTY HCP/NCCP JOINT
POWERS AGENCY

L-STUDIO, DESIGN FOR
COMMUNICATIONS

By _____
Helen M. Thomson, Chairwoman

By _____
Marianne Leuschel
Principal
2302 Bridgeway Blvd.
Sausalito, CA 94965
415 339-2233 telephone
415 339-2234 fax

Approved as to Form:

Robyn Truitt Drivon, County Counsel
By Philip J. Pogledich, Senior Deputy
Attorneys for the Yolo County
Habitat/Natural Community Conservation Plan
Joint Powers Agency

EXHIBIT A
FEE SCHEDULE

Fees for services requested by the JPA shall be on a time and materials basis in accordance with the following:

Schedule of hourly rates

<u>Personnel</u>	<u>Hourly Billing Rate</u>
Principal	\$
Designer	\$

Miscellaneous charges

The following charges are in addition to personnel charges:

Mileage:	Current IRS rate
Other direct expenses:	Actual cost

EXHIBIT B
SCOPE OF WORK

The following materials are will be produced under this contract. This scope is expected to extend through July 31 2009. The last item on this list is to allow for additional or alternate materials to be identified in the process as well. Every effort will be made to optimize the budget by repurposing existing graphics and materials and building on the graphic language that is being established by the brochure and website for the program. The fees outlined below are not to exceed estimates for budgeting purposes.

Traveling Kiosk \$18,000

- . Design graphics for kiosk displays
- . Produce art for fabricator
- . Coordinate fabrication of 2D graphic panels
- . Help structure questions for interactive touch screen display and share files for graphics

E- Newsletter \$3,500

- . Design template for a program e-newsletter
- . Generate art for each edition (2 total]
- . Assist in coordination of distribution

Annual Report \$3,500

- . Develop template for two sided pdf with annual updates
- . Produce 08/09 for posting to website
- . Produce limited run of printed editions

Contingency \$5,000

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

“I am aware of the provisions of Paragraph 3700 of the 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 I will comply with such provisions before commencing any services required by this Agreement”.

L-Studio, Design for Communications

Marianne Lueschel, Principal