

Larry Walker Associates, Incorporated
National Pollutant Discharge Elimination System Permit Technical and Regulatory Assistance

AGREEMENT FOR SERVICES #9238

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Larry Walker Associates, Incorporated, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1480 Drew Avenue, Suite 100, Davis, California 95618 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to provide technical and regulatory assistance with the National Pollutant Discharge Elimination System (NPDES) Permit for its Planning and Building Department;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that due to the occasional nature of the project, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff, or in accordance with El Dorado County Ordinance Code, Section 3.13.030(c), by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified herein, or in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly.

The receipt of this fully executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of February 4, 2025, through February 3, 2028.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof. The rates listed

in Exhibit B may be adjusted on an annual basis, effective July 1, 2025, with thirty (3) calendar days prior written notice and prior review and written approval by County's Contract Administrator or designee. Any rate increases authorized by the County's Contract Administrator or designee shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded. This rate adjustment process described herein shall not change for the life of the Agreement unless otherwise specified in a written amendment.

Other direct costs, materials, printing, and outside services, including rental of special equipment, special reproductions and blueprinting, overnight delivery, outside data processing, subconsultant services, and computer services, shall be invoiced at Consultant's cost plus a ten percent (10%) markup, for the services rendered. All invoices that include other direct costs, materials, and/or outside services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Mileage will be reimbursed for services performed by Consultant or any authorized subconsultant. Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markup on mileage expenses for Consultant.

The total amount of this Agreement shall not exceed \$100,000, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Brendan Ferry
Chief Deputy Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the

required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports seeks to ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VIII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now

exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Planning and Building Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE X

Independent Contractor: The parties intend that an independent consultant relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated, and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
 - a. The alleged default and the applicable Agreement provision, and
 - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may

extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:
 - a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
 - b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
 - c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.
3. The following shall be events of default under this Agreement:
 - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 - c. Consultant fails to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in

writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Brendan Ferry
Chief Deputy Director
Planning

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Larry Walker Associates, Incorporated
1480 Drew Avenue, Suite 100
Davis, California 95618

Attn.: Karen Ashby, Vice President

or to such other location as Consultant directs.

ARTICLE XV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or

expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XIX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXI

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including at a minimum the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, at a minimum, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Brendan Ferry, Chief Deputy Director, Planning and Building Department, or successor.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXIX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

No Third-Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- LARRY WALKER ASSOCIATES, INCORPORATED --

By: *Karen Ashby*
Karen Ashby (Jan 2, 2025 14:50 PST)

Dated: 01/02/2025

Karen Ashby
Vice President
"Consultant"

By: *Susan Walker*
Susan Walker (Jan 2, 2025 12:25 PST)

Dated: 01/02/2025

Susan Walker
Corporate Secretary

Larry Walker Associates, Incorporated

Exhibit A

Scope of Work

Scope of Work

Consultant shall provide technical and regulatory assistance to County in connection with the implementation of the National Pollutant Discharge Elimination System (NPDES) Phase II General Permit for Small Municipal Separate Storm Sewer Systems (Phase II Permit), subsequent amendments to that Permit, the Statewide Trash Amendments, and the Central Valley Pyrethroid Pesticides Basin Plan Amendment (BPA).

The provided Scope of Work is a comprehensive list of Tasks and deliverables that Consultant may provide throughout the term of the Agreement. County understands that Consultant may not be able to accomplish all deliverables within the allotted term and budget of the Agreement, therefore, Consultant shall work with County's Contract Administrator to identify priority Tasks and deliverables.

Deliverables

- **Draft Deliverables:** Consultant shall provide all draft documents in an editable digital format as applicable to the work effort (Microsoft Word, Excel, PowerPoint, etc.).
- **Final Deliverables:** Consultant shall provide an editable digital copy of all final documents, including text, tables, and figures in the original source software (Microsoft Word, Excel, PowerPoint, etc.), and provide digital copies of all final report, including text, tables, and figures in portable document format (Adobe Acrobat), as applicable to the work effort.

Task 1. Strategic Planning and Program Coordination

It is anticipated that the Phase II Permit will be renewed during Fiscal year 2025-26, which will likely result in the need to assess and plan for the new requirements. Consultant has a detailed understanding of the intent and the requirements of the Phase II Permit and continues to assist the County and many of Phase II permittees with stormwater program development, modification, and implementation. Consultant shall assist County in planning for the implementation needs associated with the forthcoming reissuance of the Permit.

Based on the County's stormwater program and future identified needs, Consultant shall provide strategic guidance on Phase II Permit implementation and the status of regulatory, legal, and funding issues that may affect County. With knowledge from routine tracking of national, Statewide, and regional emerging water quality regulatory issues, Consultant shall provide information and alert County to issues that may affect County's stormwater program.

Consultant shall track task schedules and provide status updates to County. Associated services under this Task shall include, at a minimum, the following:

- Prepare for and conduct virtual meetings with County;
- Assist in identifying and tracking implementation of Phase II Permit requirements;
- Provide regular updates to County, especially during Phase II Permit renewal; and
- Review documents developed by County and provide feedback and written comments and/or edits.

Deliverables

- Summaries of all meetings
- List of key updates based on various regulatory initiatives
- County-developed documents with feedback (comments and/or edits)

Task 2. Program Development and Implementation

Consultant shall assist County in completing various assignments as directed by the County's Contract Administrator. These assignments shall consist of, at a minimum, the following:

- a) Regulatory and Administrative – Consultant shall provide the following Regulatory and Administrative services:
 - Guidance on implementation questions and challenges;
 - Analyzation of new policies and/or regulations;
 - Development of comparisons, outline content, or explanation of implications of Phase II Permit provisions;
 - Identification of County-specific implementation approaches for new policies and/or regulations; and
 - Review of County-prepared documents in response to Regional Water Board inquiries.
- b) Program Management – Consultant shall provide the following Program Management services:
 - Assistance with the approach and implementation of the Statewide Cost Reporting Policy that is anticipated to be adopted in early 2025. This shall include internal discussions, presentations, and recommended fiscal accounting modifications;
 - Assistance in managing the County's California Stormwater Quality Association (CASQA) group membership; and
 - Assistance in managing the County's Our Water our World (OWOW) subscription and OWOW updates throughout the year.
- c) Illicit Discharge Detection and Elimination (IDDE) Program – Consultant shall provide the following IDDE Program services:

- IDDE Program guidance and/or recommendations when illicit discharges are identified; and
 - Development and documentation of a process for the priority areas assessment.
- d) Pollution Prevention/Good Housekeeping – Consultant shall provide the following Pollution Prevention/Good Housekeeping services:
- Development of tracking mechanisms such as field log templates to document inspection and cleaning of storm drain facilities, spreadsheets to document and calculate pesticide application and trends;
 - Development of Stormwater Pollution Prevention Plans (SWPPPs), including forms for quarterly and annual inspections, for municipal facilities; and
 - Conduction of quality assurance inspections at hotspot facilities (corporation yards).
- e) Construction – Consultant shall provide in-house training to County regarding the Construction General Permit for County projects and regulatory requirements for private projects. Consistent with Section F “Post-Construction” of this Task, Consultant shall also review and revise the West Slope El Dorado County Stormwater Quality and Best Management Practice (BMP) Design Manual as it pertains to the construction phase.
- f) Post-Construction – Consultant shall provide the following Post-Construction services:
- Consistent with Section E “Construction” of this Task, review and revise the West Slope El Dorado County Stormwater Quality and BMP Design Manual as it pertains to the development standards and ensure that it is consistent with the renewed Phase II Permit and Statewide Trash Amendments. Consultant shall focus on specific sections to include the Small Project, Regulated Project, Hydromodification, and Trash;
 - Development of a maintenance agreement program/approach and associated forms/documents. This information shall then be incorporated into the County’s draft BMP Manual for the West Slope;
 - Development of a program/approach for a post-construction BMP evaluation program (including County-based inspections and self-certifications);
 - Guidance on the implementation of the post-construction program and/or inspection of privately owned BMPs; and
 - Development of post-construction system inspection forms and checklists and County training on post-construction system inspection.
- g) Effectiveness Assessment and Annual Reporting – Consultant shall provide the following Effectiveness Assessment and Annual Reporting services:

- Data collection and entry into a Data Tracking Tool;
- Development of the annual Effectiveness Assessment Report; and
- Completion of the Phase II Permit Annual Report.

Deliverables

- Summaries of all guidance and recommendations provided
- Summaries of new policies and regulations
- County-developed documents with feedback (comments and/or edits)
- Summaries of all discussions, meetings, and trainings
- CASQA membership
- OWOW subscription
- Priority area assessment process and documents
- Storm drain inspection and cleaning tracking mechanisms (field log templates, spreadsheets)
- SWPPPs and forms for quarterly and annual inspections
- Detailed documentation of all quality assurance inspections
- Revisions to the West Slope El Dorado County Stormwater Quality and BMP Design Manual
- Forms/documents for a maintenance agreement program/approach (incorporated into the County's draft BMP Manual for the West Slope)
- Forms/documents for a post-construction BMP evaluation program/approach
- Data Tracking Tool
- Effectiveness Assessment Report
- Phase II Permit Annual Report

Task 3. Integrated Pest Management Advocacy and Outreach

Consultant shall coordinate with an OWOW Integrated Pest Management (IPM) Advocate to provide IPM advocacy to four (4) retail establishments in the County (Emigh Ace Hardware El Dorado Hills, El Dorado Nursery & Garden, Home Depot Placerville, and True Value Hardware Pollock Pines, or equivalent). The services provided by the Consultant shall include, at a minimum:

- a) Store Set-Up – Consultant shall complete at least one (1) annual store set-up at each of the four (4) identified retail establishments. Store set-ups shall include verifying that all pest control products on the shelf that are recognized by the OWOW program are properly labeled with tags (shelf talkers) and that literature racks have an adequate supply of fact sheets.
- b) Store Trainings – Consultant shall conduct one (1) annual, formal store training at each retail establishment to educate store staff on the OWOW program and the use of less toxic products to control pests. Subsequent new hires shall be provided with a condensed training to ensure all staff is familiar with the program. Trainings shall also include local information about proper pesticide disposal, recycling, and green waste.

- c) Store Visits – Consultant shall conduct monthly store visits to each of the retail establishments. Store visits shall include, at a minimum, the following activities:
- Maintaining shelf talkers;
 - Restocking literature racks;
 - Providing literature and/or information to store personnel on the latest less toxic products and where to source them;
 - Providing literature and/or information to store personnel on the latest insect and disease issues and approved IPM solutions;
 - Assisting the stores with ideas on how to display appropriate products for optimal access by County residents to IPM information and the products; and
 - Answering store staff and customer questions regarding IPM issues.
- d) In-Store Outreach Event – Consultant shall perform one (1) annual public outreach event at each retail establishment in coordination with store personnel for maximum impact. Outreach events last approximately four (4) hours and are designed to accomplish the maximum level of public education by targeting members of the public while they are in the Gardening and Chemical sections of the store.

Consultant shall set up a table displayed with fact sheets and information to share with the public. Education takes the form of customers approaching the table with topics and questions, as well as Consultant approaching customers who are considering the purchase of a gardening chemical. General topics discussed with customers shall be specific pesticide use, general pesticide issues, waterway conditions, and information relating to IPM.

- e) Special Events – Similar to the annual in-store outreach events above, Consultant shall staff a booth at community event, as determined by County and Consultant, to provide expertise in appropriate IPM methods. Other provided outreach may include, with prior approval by County's Contract Administrator, the writing of short articles for publication, preparation of videos, speaking engagements, podcasts, webinars, and/or acting as an IPM expert for County as needed.
- f) OWOW Support Materials – Consultant, on an annual basis, shall advise County on OWOW print materials available and what quantities to purchase.
- g) Review of IPM Program – Consultant, with direction from County's Contract Administrator, shall review the public education strategy and outreach and assess gaps. Consultant shall also develop survey questions linked to the IPM Program effectiveness and pollutant of concern.

Deliverables

- List of approved/recommended products
- OWOW outreach and support materials for each store event and training
- Draft survey for County review and approval

Larry Walker Associates, Incorporated

Exhibit B

Fee Schedule

Classification	Hourly Rate
Administrative	\$80.00
Contract Manager	\$150.00
Graphic Designer	\$138.00
Project Staff I-C	\$146.00
Project Staff I-B	\$171.00
Project Staff I-A	\$196.00
Project Staff II-B	\$215.00
Project Staff II-A	\$241.00
Senior Staff I	\$261.00
Senior Staff II	\$281.00
Associate I	\$295.00
Associate II	\$315.00
Vice President	\$332.00
Executive Vice President	\$347.00
Senior Executive	\$357.00
President	\$357.00

Equipment Rental	Daily Rate
Single Parameter Meters & Equipment	\$30.00
Digital Flow Meter	\$60.00
Multi-Parameter Field Meters & Sondes	\$100.00
RTK-GPS, RiverSurveyor, Tracer Study Equipment	\$250.00
Multi-Parameter Continuous Remote Sensing	\$40.00
Field Rig (Field Vehicle and All Equipment)	\$200.00

Report Reproduction and Copying	Rate
Per Color Copy, In-House	\$0.89
Per Black and White Copy, In-House	\$0.08
Per Binding, In-House	\$1.95
Special Postage and Express Mail	Actual Expense
Third-Party Material Preparation	Actual Expense
Other Direct Costs	Actual Expense

Other Direct Costs

Other direct costs will be reimbursed in accordance with ARTICLE III, Compensation for Services.

Mileage Expenses

Mileage will be reimbursed in accordance with ARTICLE III, Compensation for Services.

Larry Walker Associates, Incorporated

Exhibit C

Cost Estimate

Task 1	Strategic Planning and Program Coordination	\$10,000.00
Task 2	Program Development and Implementation	\$77,500.00
	Direct Costs	\$500.00
	Subtotal	\$88,000.00
Our Water Our World Advocate (Subconsultant)		
Task 3	Integrated Pest Management Advocacy and Outreach	\$12,000.00
	Total Cost Estimate	\$100,000.00

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this Cost Estimate, Consultant may request to reallocate the expenses listed herein among the various Scope of Work Tasks, Direct Costs, and Subconsultant services, identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of this Agreement be exceeded.

Larry Walker Associates, Incorporated

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

01/02/2025

Date

Larry Walker Associates, Inc.

Type or write name of company

Karen Ashby
Karen Ashby (Jan 2, 2025 14:50 PST)

Signature of authorized individual

Karen Ashby

Type or write name of authorized individual