

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

Meeting of  
December 5, 2006

**AGENDA TITLE:** Amendment II to Agreement #373-S0510 with Cooperative Personnel Services

**DEPARTMENT:** Human Resources

**DEPT SIGNOFF:**

**CAO USE ONLY:**

**CONTACT:** Donna Mullens

**DATE:** 11/16/2006

**PHONE:** 6060

*S. Hill 11/16/06*

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

Staff recommends the Board of Supervisors: 1) Make findings that it is more economical and feasible to obtain an outside contractor to provide specialized, professional analytical consultant services in accordance with County Ordinance 3.13.010; 2) Approve Amendment II to Agreement #373-S0510 with Cooperative Personnel Services dba CPS Human Resources Services for consulting services, extending that agreement to cover the period of January 5, 2005 through September 15, 2006 for an amount not to exceed \$49,000 for the contract period; 3) Authorize the Chairman to sign, noting the amendment is retroactive.

**CAO RECOMMENDATIONS:** *Recommend approval. Laura A Hill 1/06*

Financial impact?  Yes ( ) No

Funding Source:  Gen Fund ( ) Other

**BUDGET SUMMARY:**

Total Est. Cost	\$11,000.00
<b>Funding</b>	
Budgeted	\$11,000.00
New Funding	_____
Savings*	_____
Other	_____
Total Funding	\$11,000.00
<b>Change in Net County Cost</b>	

Other:

**CAO Office Use Only:**

4/5's Vote Required ( ) Yes  No  
 Change in Policy ( ) Yes  No  
 New Personnel ( ) Yes  No

**CONCURRENCES:**

Risk Management yes  
 County Counsel yes  
 Other \_\_\_\_\_

**\*Explain**

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest:** Cindy Keck, Board of Supervisors Clerk

**By:** \_\_\_\_\_

County of El Dorado  
Chief Administrative Office  
Interdepartmental Memorandum

TO: Board of Supervisors

FROM: Laura Gill, CAO

DATE: October 24, 2006

SUBJECT: Amendment II to Agreement #373-S0510 with Cooperative Personnel Services

**Recommendations:**

Staff recommends the Board of Supervisors: 1) Make findings that it is more economical and feasible to obtain an outside contractor to provide specialized, professional analytical consultant services in accordance with County Ordinance 3.13.010; 2) Approve Amendment II to Agreement #373-S0510 with Cooperative Personnel Services dba CPS Human Resources Services for consulting services, extending that agreement to cover the period of January 5, 2005 through September 15, 2006 for an amount not to exceed \$49,000 for the contract period; 3) Authorize the Chairman to sign, noting the amendment is retroactive.

**Reasons for Recommendation:**

In January 2005 Human Resources contracted with CPS to provide recruitment services for the Department of Transportation specifically for the Civil Engineer classification. These services were to be for the advertising, compiling, screening and testing of all applicants. The contracted amount for services was in an amount not to exceed \$38,000. In October 2005 the amount expended under this contract exceeded the limit by \$11,000. This error occurred during the change in leadership within the Human Resources Department and was discovered in March 2006. The delay in requesting this amendment was due to research that was conducted to establish the validity of the charges. At this point we are satisfied that the charges are for services rendered under the direction of the County. The requested amendment will enable the County to pay the outstanding amount owed for services provided by CPS and close this contract.

**Fiscal Impact**

The additional amount of \$11,000 will be charged in Fiscal Year 2006/07 budget for Professional Services.

# CONTRACT ROUTING SHEET

Date Prepared: 8/3/06

Need Date: \_\_\_\_\_

**PROCESSING DEPARTMENT:**

Department: CAO/Proc. & Contracts  
Dept. Contact: Pam Carlone  
Phone #: 5833  
Department Head Signature: Bonnie H. Rich  
Bonnie H. Rich

**CONTRACTOR:**

Name: CPS Human Resource Services  
Address: 241 Lathrop Way  
Sacramento, CA 95815  
Phone: 916-263-3600

*Hand Delivered*  
Sacramento County Council

**CONTRACTING DEPARTMENT:**

Human Resources

Service Requested: Analytical Consultant Services "as requested"  
Contract Term: \_\_\_\_\_ Amendment Value: \$11,000  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 8/29/06 By: Justin Kern  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT	DATE	ATTORNEY	DEPT./INDEX NO.	BY:
	<u>08/04/2006</u>	<u>Justin Kern</u>	<u>02606</u>	<u>[Signature]</u>

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 9/5/06 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

SEP 01 2006

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

COPY  
[REDACTED]

AGREEMENT FOR SERVICES #373-S0510  
AMENDMENT II

---

---

This Amendment II to that Agreement for Services #373-S0510, 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 Cooperative Personnel Services, dba CPS Human Resource Services, a California Joint Powers Agency, duly qualified to conduct business in the State of California, whose principal place of business is 241 Lathrop Way, Sacramento, CA 95815; (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, Consultant has been engaged by County to provide specialized, professional analytical consultant services at the request and under the direction of the Human Resources Director, Chief Administrative Office, in accordance with Agreement for Services #373-S0510, dated January 5, 2005, and Amendment I dated May 3, 2005, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amending **ARTICLE II – Term**; and

**WHEREAS**, the parties hereto have mutually agreed to increase the compensation by an additional \$11,000, hereby amending **ARTICLE III-Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XV – Notice to Parties** and **ARTICLE XXII – Administrator**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #373-S0510 shall be amended a second time as follows:

## **ARTICLE II**

**Term:** This Agreement, as amended, shall become effective upon final execution by both parties hereto and shall cover the period of January 5, 2005 through September 15, 2006.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be: Analytical Consultant/\$85.00 per hour; Technician/\$55.00 per hour; and Clerical/\$45.00 per hour. Expenses such as lodging, parking, postage, etc., shall be billed at actual cost, if applicable, and in accordance with Exhibit "A", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

Total amount of this Agreement, as amended, shall not exceed \$49,000.00, inclusive of all expenses.

## **ARTICLE XV**

**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 addressed as follows:

COUNTY OF EL DORADO  
HUMAN RESOURCES  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: LAURA S. GILL, CAO

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

CPS HUMAN RESOURCE SERVICES  
241 LATHROP WAY  
SACRAMENTO, CA 95815

or to such other location as the Consultant directs.

## **ARTICLE XXII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Donna Mullens, Clerical Operations Manager, Human Resources Department, or successor.

Except as herein amended, all other parts and sections of that Agreement #373-S0510 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Donna Mullens Dated: 9/05/06  
Donna Mullens, Clerical Operations Manager  
Human Resources Department

**Requesting Department Concurrence:**

By: Laura S. Gill Dated: 9/6  
Laura S. Gill  
Chief Administrative Officer

/

/

/

/

/

/

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #373-S0510 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: \_\_\_\_\_

Dated: 10/11/06

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
El Dorado County

By: Bonnie H. Rich  
Bonnie H. Rich, Purchasing Agent  
Chief Administrative Office  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONSULTANT --

Dated: 9-11-06

COOPERATIVE PERSONNEL SERVICES dba  
CPS HUMAN RESOURCE SERVICES,  
A CALIFORNIA JOINT POWERS AGENCY

By: Jerry Greenwell  
Jerry Greenwell  
Chief Executive Officer  
"Consultant"

COPY



AGREEMENT FOR SERVICES #373-S0510  
AMENDMENT I



---

This Amendment I to that Agreement for Services #373-S0510, 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 Cooperative Personnel Services, dba CPS Human Resource Services, a California Joint Powers Agency, duly qualified to conduct business in the State of California, whose principal place of business is 241 Lathrop Way, Sacramento, CA 95815; (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, Consultant has been engaged by County to provide specialized, professional analytical consultant services at the request and under the direction of the Human Resources Director, Chief Administrative Office, in accordance with Agreement for Services #373-S0510, dated January 5, 2005, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the compensation, hereby amending **ARTICLE III-Compensation for Services**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #373-S0510 shall be amended a first time as follows:

**ARTICLE III**

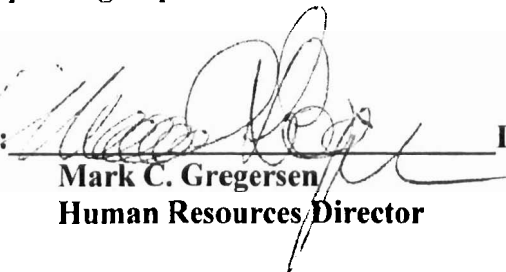
**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be: Analytical Consultant/\$85.00 per hour; Technician/\$55.00 per hour; and Clerical/\$45.00 per hour. Expenses such as lodging, parking, postage, etc., shall be billed at actual cost, if applicable, and in accordance with Exhibit "A", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

Total amount of this Agreement, as amended, shall not exceed \$38,000.00, inclusive of all expenses.



Except as herein amended, all other parts and sections of this Agreement #373-S0510 shall remain unchanged and in full force and effect.

**Requesting Department Concurrence:**

By:  Dated: 4-21-05  
Mark C. Gregersen  
Human Resources Director

.IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #373-S0510 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: 5/3/05

By: James R. Sweeney  
**SECOND VICE-CHAIRMAN**  
Board of Supervisors  
"County"

**ATTEST:**  
Cindy Keck, Clerk  
of the Board of Supervisors

By: [Signature] Date: 5/3/05  
Deputy Clerk

-- CONSULTANT --

Dated: \_\_\_\_\_

**COOPERATIVE PERSONNEL SERVICES dba  
CPS HUMAN RESOURCE SERVICES,  
A CALIFORNIA JOINT POWERS AGENCY**

By: [Signature]  
**Jerry Greenwell**  
Chief Executive Officer  
"Consultant"

COPY



AGREEMENT FOR SERVICES #373-S0510

---

**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Cooperative Personnel Services, dba CPS Human Resource Services, a California Joint Powers Agency, duly qualified to conduct business in the State of California, whose principal place of business is 241 Lathrop Way, Sacramento, CA 95815; (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide specialized, professional analytical consultant services at the request and under the direction of the Human Resources Director, Chief Administrative Office; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

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

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000; and

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

## **ARTICLE I**

**Scope of Services:** Consultant agrees to perform services necessary to provide specialized, professional analytical consultant services at the request and under the direction of the Human Resource Director. Services shall include, but not be limited to, assisting Human Resources staff with recruitments, job classifications, EEO and departmental support programs and assisting the Director in performing difficult and advanced professional level work in carrying out the labor relations, employee relations or other personnel programs.

Consultant shall perform all services required hereunder in a good and workmanlike manner and shall conform to the standards of quality, practice and competence normally displayed by a person in Consultant's business or profession in this area.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year from date thereof.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days after County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be \$85.00 per hour. Expenses such as lodging, parking, postage, etc., shall be billed at actual cost, if applicable, and in accordance with Exhibit "A", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

Total amount of this Agreement shall not exceed \$10,000.00, inclusive of all expenses.

## **ARTICLE IV**

**Work Standards:** Consultant shall observe and comply with all applicable laws, ordinance, codes and regulations of all governmental agencies having jurisdiction over the scope of services or any part hereof. All services performed by Consultant must be in accordance with these laws, ordinances, codes and regulations. Consultant shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

Consultant, its officers, agents and employees will be subject to and required to comply with the provisions of Government Code Section 1090 et seq., Section 1126 et seq. and Section 87100 et seq. and their implementing regulations, as well as the other applicable conflict of interest laws and regulations and Consultant represents and warrants such compliance as an essential element of this Agreement.

## **ARTICLE V**

**Independent Contractor:** It is understood and agreed that Consultant is an independent contractor for County, that no relationship of employer-employee exists between the parties hereto, and that under no circumstances shall Consultant or Consultant's employees, agents or servants be deemed to be employees, servants or agents of County.

As an independent contractor, Consultant is not subject to the direction and control of County except as to final result. County may not require Consultant to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

Consultant agrees and understands that inasmuch as Consultant is not a county employee, Consultant is not entitled to any benefit or other term or condition of employment enjoyed by county employees, including but not limited to health, life, unemployment and disability insurance, workers' compensation and retirement contributions and benefits.

Consultant, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may relate to or arise from compensation paid hereunder.

## **ARTICLE VI**

**Withholding:** Consultant shall be solely liable and responsible to pay all required taxes, deductions and other obligations, including but not limited to withholding and Social Security taxes, unemployment and disability insurance and workers' compensation coverage. Consultant shall indemnify, defend and hold County harmless from and against any and all claims and liabilities which it may be subject to, to any person (including but not limited to the federal and state governments and any subdivision thereof) as a consequence of this Agreement or payments hereunder.

## **ARTICLE VII**

**Proprietary Interests:** All professional and technical documents and information developed under this Agreement and all work products, writings, work sheets, reports and related data and materials shall become the property of County. Consultant agrees to deliver the foregoing to County upon completion of the services hereunder, or upon earlier termination of this Agreement.

## **ARTICLE VIII**

**Confidentiality:** Consultant, and each of Consultant's officers, employees and representatives will hold in trust and confidence all information disclosed to or obtained by Consultant pursuant to or in the performance of this Agreement and/or to County's past, present and future plans or activities. Upon cancellation or expiration of this Agreement, Consultant will return to County all written or descriptive matter, which contains any such confidential information.

## **ARTICLE IX**

**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 X**

**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 agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

## **ARTICLE XI**

**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 XII**

**Independent Consultant/Liability:** 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 terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XIV**

##### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement 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 seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE XV**

**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:

COUNTY OF EL DORADO  
HUMAN SERVICES DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: MARK C. GREGERSEN, DIRECTOR

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

CPS HUMAN RESOURCE SERVICES  
241 LATHROP WAY  
SACRAMENTO, CA 95815

or to such other location as the Consultant directs.

#### **ARTICLE XVI**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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 Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence 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 California Civil Code Section 2778.

#### **ARTICLE XVII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the 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 above 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 the 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 the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the 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, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the 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 the 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 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

#### **ARTICLE XVIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIX**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XX**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant

will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXI**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Mark C. Gregersen, Human Resources Director, or successor.

#### **ARTICLE XXIII**

**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 to the obligations set forth herein.

#### **ARTICLE XXIV**

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

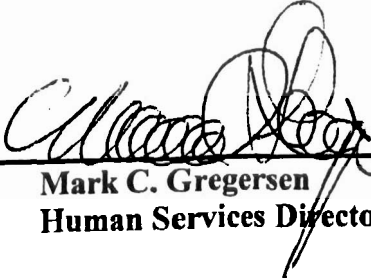
#### **ARTICLE XXV**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, 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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XXVI**

**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.

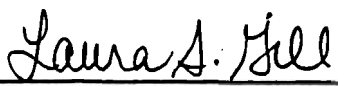
**REQUESTING DEPARTMENT CONCURRENCE:**

By:  Dated: 12-17-04  
Mark C. Gregersen  
Human Services Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**-- COUNTY OF EL DORADO --**


Dated: 1/5/05

By:   
Laura S. Gill  
Chief Administrative Officer  
"County"

**-- CONSULTANT --**

Dated: \_\_\_\_\_

**COOPERATIVE PERSONNEL SERVICES dba  
CPS HUMAN RESOURCE SERVICES,  
A CALIFORNIA JOINT POWERS AGENCY**

By:   
Jerry Greenwell  
Chief Executive Officer  
"Consultant"

By: N/A  
Corporate Secretary

Dated: \_\_\_\_\_

# EXHIBIT "A"



## COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

### BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 2 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

**POLICY:**

**1. General Policy**

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 3 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
  - g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.
2. Approvals Required
- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
  - b. Chief Administrative Office approval is required when travel involves any of the following:
    - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
    - (2) Car rental.
    - (3) Out-of-county overnight travel.
    - (4) Members of boards or commissions, or non-county personnel.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 4 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.
3. Travel Participants and Number
- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.
- d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:





**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>	<b>Policy Number</b>	<b>Page Number:</b>
<b>TRAVEL</b>	<b>D-1</b>	<b>5 of 14</b>
	<b>Date Adopted:</b>	<b>Revised Date:</b>
	<b>12/22/1987</b>	<b>05/25/1999</b>

- (1) A member of the Board of Supervisors requires **NO** specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
  - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.
  - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
  - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 6 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

**4. Mode of Transport**

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 7 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 8 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

above the maximum shall be at the sole discretion of the Chief Administrative Officer.

**b. Private Auto**

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

**c. Meals**

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  TRAVEL	<b>Policy Number</b> D-1	<b>Page Number:</b> 9 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 10 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 11 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. **Other Expenses**

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. **Advance Payments**



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 12 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

**7. Compliance - Claimant Responsibility**

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

**8. Procedures:**

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  TRAVEL	<b>Policy Number</b> D-1	<b>Page Number:</b> 13 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 14 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.