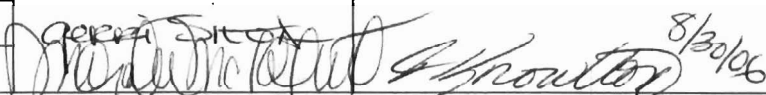



**EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM TRANSMITTAL
Meeting of September 12, 2006**

AGENDA TITLE: Agreement #001-A-06/07-11 with Sierra Research, Incorporated

DEPARTMENT: AOMD/Environmental Mgmt.	DEPT SIGNOFF:	CAO USE ONLY:
CONTACT: Gerri Silva/Marcella McTaggart		
DATE: 8/25/06 PHONE: 6653/5306		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Air Quality Management District (AQMD)/Environmental Management Department (EMD) is recommending the Board 1) make a finding that an independent consultant can more economically and feasibly perform work in accordance with County Ordinance Chapter 3.13, Section 3.13.030, 2) approve Agreement #001-A-06/07-11 with Sierra Research, Incorporated to update the existing 2002 El Dorado "Guide to Air Quality Assessment, Determining Significance of Air Quality Impacts Under the California Environmental Quality Act" (CEQA) and to provide other professional services for a one year term, and 3) authorize Chair to execute the Agreement #001-A-06/07-11 with Sierra Research, Incorporated, for a total not to exceed \$30,000. (Non-General Fund)

** Indemnity language is non-standard but was previously approved by County Counsel.*

CAO RECOMMENDATIONS: *Recommend approval. Laura A. Hill*
8/30/06

Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Funding Source: <input type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other
BUDGET SUMMARY:	Other: Special Revenue Funds
Total Est. Cost _____ \$30,000.00	CAO Office Use Only:
Funding	
Budgeted _____ \$30,000.00	4/5's Vote Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding _____	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Savings _____	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Other _____	CONCURRENCES:
Total Funding _____ \$30,000.00	Risk Management <input checked="" type="checkbox"/>
Change in Net County Cost	County Counsel <input checked="" type="checkbox"/>
	Other

***Explain** Funding for the Agreement is available in the FY 06/07 AQMD budget.

BOARD ACTIONS:

Vote: Unanimous _____ Or _____

Ayes: _____

Noes: _____

Abstentions: _____

Absent: _____

Rev. 04/05

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: _____

EL DORADO
COUNTY



ENVIRONMENTAL
MANAGEMENT
DEPARTMENT

August 25, 2006

El Dorado County
Air Quality Management Board of Directors
330 Fair Lane
Placerville, CA 95667

SUBJECT: Agreement #001-A-06/07-11 with Sierra Research, Incorporated

Recommendation:

The Air Quality Management District (AQMD)/Environmental Management Department (EMD) is recommending the Board 1) make a finding that an independent consultant can more economically and feasibly perform work in accordance with County Ordinance Chapter 3.13, Section 3.13.030, 2) approve Agreement #001-A-06/07-11 with Sierra Research, Incorporated to update the existing 2002 El Dorado "Guide to Air Quality Assessment, Determining Significance of Air Quality Impacts Under the California Environmental Quality Act" (CEQA) and to provide other professional services for a one year term, and 3) authorize Chair to execute the Agreement #001-A-06/07-11 with Sierra Research, Incorporated, for a total not to exceed \$30,000. (Non-General Fund)

Reasons for Recommendations:

The AQMD continues to need Sierra Research for implementation of required revisions and for completion of the 2006 update of the AQMD "Guide to Air Quality Assessment (CEQA Guide)." Sierra Research will also assist the AQMD, on as-needed basis, for consultation on CEQA-related questions that come up in the regular course of business. Additionally, Sierra Research will provide General Technical Support to the AQMD, consisting of, but not limited to, such matters as regulation drafting, modeling, inventory development or analysis, permit reviews, and compliance assistance.

The AQMD/EMD is requesting to enter into the Agreement for a total not to exceed \$30,000 expiring one year from the date of execution.

This Agreement has been approved by County Counsel and Risk Management. Please be advised that the "Indemnity Language" is non-standard and was previously approved by Counsel.

*Environmental
Health Division*

*Air Quality
Management
District*

*Solid Waste &
Hazardous
Materials
Divisions*

Vector Control



**PLACERVILLE
OFFICE**
2850 Fairlane Ct.
Building C
Placerville, CA 95667

Ph. 530.621.5300
Fax. 530.642.1531
Fax. 530.626.7130

**SOUTH LAKE
TAHOE OFFICE**
3368 Lake Tahoe Blvd.
Ste 303
South Lake Tahoe, CA
96150

Ph. 530.573.3450
Fax. 530.542.3364

The County Officer or employee with responsibility for administering this Agreement is Marcella McTaggart, Air Pollution Control Officer.

Fiscal Impact:

Funding for the Agreement is available in the FY 06/07 Air Quality Management District budget.

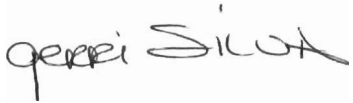
Net County Cost:

There is no cost to the General Fund.

Action to be Taken Following Approval:

1. Upon execution by the Chair, the Board Clerk's Office will forward copies of the Agreement to AQMD/EMD for distribution, encumbrance and administration.
2. The Board Clerk will provide one (1) Minute Order to the AQMD/EMD.

Respectfully,



Gerri Silva, M.S., REHS
Interim Director

Respectfully,



Marcella McTaggart,
Air Pollution Control Officer

CONTRACT ROUTING SHEET 83-06

Date Prepared: 07/06/2006

Need Date: ~~7-27-06~~

PROCESSING DEPARTMENT:

Department: Environmental Mgmt
Dept. Contact: Linda Milligin
Phone #: 6668
Department
Head Signature: [Signature]

CONTRACTOR:

Name: Sierra Research, Inc.
Address: 1801 J Street
Sacramento, CA 95814
Phone: 916-444-6666

CONTRACTING DEPARTMENT: AQMD-Enviornmental Management-CHARGE TO 422100

Service Requested: Approval of agreement to provide professional geological svcs for updating the existing 2002 El Dorado "Guide to Air Quality Assessment"

Contract Term: One year term- Contract/Amendment Value: \$50,000.00
Compliance with Human Resources requirements? Yes: No:
Compliance verified by: Waiting on reply. *ldm*

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

Approved: Disapproved: Date: 7/25/06 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

ASSIGNMENT: 7/25/06
DATE: 7/25/06
ATTORNEY: MIKE C
DEPT/INDEX NO.: 422100
BY: [Signature]
Non-standard indemnity in ART previously approved. Even with previous approval toward 7-31-06 prefer if we could add the language "regardless of the degree of negligence or fault of the County or District S.R. except for the active negligence of the County or District will not its officers, employees or as presented by its staff accept language (new) [Signature] will agree to previous approved language. Advise BOS of non-standard. include in BOS letter ldm

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

Approved: Disapproved: Date: 7/26/06 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

JUL 25 2006

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

Departments:
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____



Agreement No. 001-A-06-/07-11 Between the County of El Dorado Air Quality Management District and Sierra Research, Incorporated

THIS AGREEMENT NO. 001-A-06/07-11 made and entered by and between the County of El Dorado Air Quality Management District, a County Air Quality Management District formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "District"), and Sierra Research, Incorporated, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1801 J Street, Sacramento, California 95814 (hereinafter referred to as "Consultant").

WITNESSETH

WHEREAS, District has determined that it is necessary to obtain a Consultant to provide professional geological services for updating the existing 2002 El Dorado "Guide to Air Quality Assessment, Determining Significance of Air Quality Impacts Under the California Environmental Quality Act," as well as other geological/consulting services, as needed for the Environmental Management Department Air Quality Management District; and

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

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

WHEREAS, District has determined that the provisions of such services provided by Consultant are in the public's best interest, 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;

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

ARTICLE I

Scope of Services: Consultant shall perform all professional and technical services and shall make available Consultants own personnel, materials and equipment necessary to perform the services, work, and tasks designated as outlined in Exhibit "A" marked "Scope of Work" incorporated herein and made by reference a part hereof (hereafter the "Work").

ARTICLE II

Standards for Work: Consultant will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality and under similar conditions

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one year from the date of execution thereof. This Agreement may be extended for an additional one year if mutually agreed between the parties hereto in writing no less than thirty (30) days prior to the expiration of the then current Agreement.

ARTICLE IV

Compensation for Services

- A. For services provided herein, District agrees to pay Consultant monthly, upon receipt of an itemized invoice(s) detailing a description of work performed in accordance with Exhibit "A" marked "Scope of Work" and Exhibit "B" marked "Government Billing Rates," incorporated herein and made a reference a part hereof. Payments shall be made within forty-five (45) days following District's receipt and approval of invoice(s).
- B. Consultant shall be compensated for travel and mileage expenses pursuant to Exhibit "C," marked "Policy D-1 Board of Supervisors Policy," incorporated herein and made a reference a part hereof.
- C. The total payment under this Agreement to Consultant **SHALL NOT EXCEED THIRTY THOUSAND DOLLARS AD NO CENTS (\$30,000)**.

ARTICLE V

Consultant Reporting: Reports on Services rendered by Consultant shall be submitted to District in the format, and under the conditions, outlined in the "Work."

ARTICLE VI

Deliverables: Deliverables will be specified by the District for each individual assignment, and specific item assignments and work requirements will be specifically identified on an item-by-item basis. Failure to submit requested deliverables shall be grounds for termination of the Agreement, as provided in Article XIII.

ARTICLE VII

Ownership of Data: Upon completion or earlier termination of all work under this Agreement, ownership and title to all reports, documents, plans, (including digitized plans) specifications and estimates produced as part of this Agreement will automatically be vested in the District and no further Agreement will be necessary to transfer ownership to the District. The Consultant shall furnish the District all necessary copies of data needed to complete the review and approval process. Any reuse of such materials shall be done at the sole risk of the District.

ARTICLE VIII

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. There shall be no change in the Consultant's Administrator or sub consultants without prior written approval by the District's Administrator.

ARTICLE IX

Consultant to District: 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 X

Assignment and Delegation: Consultant is engaged by District for its unique qualifications and skills as well as those of their 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 District.

ARTICLE XI

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 sub consultants, 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 a workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and sub consultants. District 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 or sub consultants.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that District is a political subdivision of the State of California. As such, El Dorado County Air Quality Management District 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 District business, District 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, District 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 District 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 District department for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the District, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

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 in 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 in which the extension of time of 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. 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 District, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** District 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:** District may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by District for any reason. If such prior termination is effected, District 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 District may agree to in writing as necessary for Agreement resolution. In no event, however, shall District 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. In the event of termination for default, District reserves the right to take over and complete the work by Agreement or by any other means.

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 registered. Notices to District shall be in duplicate and addressed as follows:

County of El Dorado
Environmental Management Department
Air Quality Management District
Attention: Marcella McTaggart, APCO
2850 Fairlane Ct.
Placerville, California 95667
or to such other location as the District directs.

Notices to Consultant shall be addressed as follows:

Sierra Research, Inc.
Attention: Gary Rubenstein,
Senior Partner/President
1801 J Street
Sacramento, CA 95814

ARTICLE XV

Indemnity: With respect to the operations of the Consultant other than the performance of professional services, to the fullest extent allowed by law, the Consultant shall defend, indemnify, and hold the County/District 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/District 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 degree of negligence or fault of the County/District, except the active negligence of the County/District, its officers and employees, or as prescribed by statute.

With respect to professional services, to the fullest extent allowed by law, the Consultant shall defend, indemnify, and hold harmless the County/District 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/District employees, and the public, or physical damage to property, or any economic or consequential losses, due to any such death or injury or damage to persons or property, which are claimed to or in any way arise out of or are connected with the Consultant's Work, including but not by way of limitation, design defects, negligent acts, errors and omissions, or in any way arising from, or connected with Consultant's services, operations, or performance.

This duty of Consultant to indemnify and save County/District harmless includes the duties to defend set forth in California Civil Code section 2778.

ARTICLE XVI

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 Worker's Compensation and Employer 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 One Million Dollars (\$1,000,000) combined a single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) 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 One Million Dollars (\$1,000,000) 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 a 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 a said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of a 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/District may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such events.
- H. The certificate of insurance must include the following provisions stating that:
 1. **The insurer will not cancel the insurance coverage without thirty (30) days prior written notice to County/District, and;**
 2. The County of El Dorado, Air Quality Management District, its officers, officials, employees, and volunteers are included as additionally insured, but only insofar as the operations

under this Agreement is 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/District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County/District, 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 retention must be declared to and approved by the County/District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County/District, 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/District, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, Air Quality Management District, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultants' 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. Certificates of insurance shall meet such additional standards as may be determined by the contracting County/District Department either independently or in consultation with the Risk Management Division, as essential for protection of the County/District.

ARTICLE XVII

Interest of Public Official: No official or employee of District 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 District have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

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 Agreement 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 XIX

Withholding (Form 730): In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made under terms of this Agreement if Consultant falls under "Contract-Employee" category as determined by District prior to execution of Agreement.

ARTICLE XX

California Residency (Form 590): All independent Consultants providing services to the District 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 District shall withhold seven (7) percent of each payment made to the Consultant during the term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

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

ARTICLE XXII

California Forum and Law: 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 XXIII

Administrator: The District Officer or employee with responsibility for administering this Agreement is Marcella McTaggart, Air Pollution Control Officer, or her successor.

ARTICLE XXIV

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 XXV

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 XXVI

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 XXVII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all 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 Consultants staff, employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Environmental Management

Department, Air Quality Management District, for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

ARTICLE XXIX

Entire Agreement: This document and the documents referred to herein or exhibit(s) hereto is the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT CONCURRENCE:

By: Gerri Silva
Gerri Silva, M.S., REHS
Interim Director, Environmental Management Department

Dated: July 10, 2006

By: Marcella McTaggart
Marcella McTaggart
Air Pollution Control Officer, Environmental Management Department

Dated: 7-12-06

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

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____
Chair,
Air Quality Management District, Board of Directors

ATTEST:

Cindy Keck, Clerk of the
Air Quality Management District, Board of Directors

Dated: _____

By: _____

- - CONSULTANT - -

Dated: 8-4-06

By: 
Gary Rubenstein, Senior Partner/President
Sierra Research, Inc.

ATTEST:

Dated: 8-4-06

By: 

Secretary
Helen Austin, Corporate Secretary
Sierra Research, Inc.

EXHIBIT "A"
SCOPE OF WORK

Task 1 – California Environmental Quality Act (CEQA) Guide.

Provide support for completion of the 2006 update of the District's CEQA Guide. This work would continue Sierra Research's work on updating the Guide under our current Agreement, which is due to expire at the end of August. We anticipate that the work under this task would include receiving District's comments on Sierra Research's preliminary draft and completing a final draft for public review, assisting at any public workshops or hearings, and completion of the Guide in a format that can be readily incorporated into the District's website.

THE TOTAL PAYMENT UNDER "TASK 1" TO CONSULTANT IS ESTIMATED TO BE BETWEEN TWELVE THOUSAND DOLLARS AND NO CENTS TO FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$12,000 - \$15,000). "TASK 1" SHALL NOT EXCEED FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000) WITHOUT PRIOR AUTHORIZATION FROM THE DISTRICT. ANY REMAINING BALANCE LEFT FROM "TASK 1" CAN BE APPLIED TO "TASKS 2A AND 2B."

Task 2 A - General CEQA Support.

Under this task, Sierra Research would be available to District's staff for consultation on CEQA related questions that come up in the regular course of business. Typically, this would involve interpretations of CEQA, the CEQA Guidelines, and the District's Guide to assist the District's in commenting on EIRs for projects in the County and responding to CEQA related questions raised by District's staff and the public. Our services for this task would be provided as requested by the District on an "as-needed" basis.

Task 2B - General Technical Support.

For this task, Sierra Research would be available to provide any technical analyses on non-CEQA related issues as requested by the District on an "as-needed" basis. Such services would include, but not be limited to such matters as regulation drafting, modeling, inventory development or analysis, permit reviews, and compliance assistance.

THE TOTAL PAYMENT UNDER "TASKS 2A AND 2B" TO CONSULTANT IS ESTIMATED TO BE BETWEEN FIFTEEN THOUSAND DOLLARS AND NO CENTS TO EIGHTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000 - \$18,000). "TASKS 2A AND 2B" SHALL NOT EXCEED EIGHTEEN THOUSAND DOLLARS AND NO CENTS (\$18,000) WITHOUT PRIOR AUTHORIZATION FROM THE DISTRICT. ANY REMAINING BALANCE LEFT FROM "TASKS 2A AND 2B" CAN BE APPLIED TO "TASK 1". SIERRA RESEARCH WILL ONLY CHARGE FOR SERVICES ACTUALLY RENDERED. RATES WOULD APPLY AS SET FORTH IN THE ATTACHED EXHIBIT "B."

THE TOTAL AMOUNT PAYABLE FOR ALL COMBINED TASKS SHALL NOT EXCEED THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000).

EXHIBIT "B"
GOVERNMENT BILLING RATES

GOVERNMENT BILLING RATES

Senior/Managing Partners	\$160.00/hour
Senior Engineers/Specialists	\$135.00/hour
Associate Engineers/Specialists	\$95.00/hour
Assistant Specialists	\$70.00/hour
Support Services	\$50.00/hour

These rates cover the costs of routine telephone, postage, facsimile, and duplicating services. Extraordinary expenses are billed at Sierra Research's actual cost plus a five percent fee. Examples of extraordinary expenses include courier/express delivery services, production of multiple report copies, document expenses, and subcontractor costs. Sierra will also separately bill any sales, use, excise, or other tax applicable to the rendering of professional services.

EXHIBIT "C"

POLICY D-1 BOARD OF SUPERVISORS POLICY



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

Subject: TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 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

Subject: TRAVEL	Policy Number	Page Number: 3 of 14
	Date Adopted: 12/22/1987	Revised Date: 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

Subject: TRAVEL	Policy Number D-1	Page Number: 4 of 14
	Date Adopted: 12/22/1987	Revised Date: 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

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

- (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

Subject: TRAVEL	Policy Number D-1	Page Number: 6 of 14
	Date Adopted: 12/22/1987	Revised Date: 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

Subject: TRAVEL	Policy Number D-1	Page Number: 8 of 14
	Date Adopted: 12/22/1987	Revised Date: 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

Subject: TRAVEL	Policy Number D-1	Page Number: 9 of 14
	Date Adopted: 12/22/1987	Revised Date: 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**

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

Subject: TRAVEL	Policy Number D-1	Page Number: 13 of 14
	Date Adopted: 12/22/1987	Revised Date: 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**

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