

AGREEMENT FOR SERVICES

#345-PHD1103

with

The COUNTY of PLACER

for

**SOLID WASTE PERMITTING and ENFORCEMENT ACTIVITIES
IN EL DORADO COUNTY**

AMENDMENT II

THIS AGREEMENT made and entered into on January 1, 2004 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado County") and the County of Placer, a political subdivision of the State of California (hereinafter referred to as "Placer County"), whose executive offices are at 175 Fulweiler Avenue, Auburn, California 95603;

WITNESSETH

WHEREAS, El Dorado County has been successfully contracting with Placer County for several years to provide specified solid waste management services through the Environmental Health section of the Placer County Health and Human Services Division (hereinafter referred to as Placer LEA); and

WHEREAS, the solid waste management needs of El Dorado County have changed and additional funding is needed to compensate Placer LEA for those changes; and

WHEREAS, El Dorado County has determined that it is in its best interest to continue to contract with Placer County for provision of said services and Placer County has agreed to continue providing said services for an additional year at an increased rate, necessitating an extension to the present Agreement for Services;

NOW, THEREFORE, El Dorado County and Placer County mutually agree as follows:

ARTICLE II, Term is amended to read as follows:

ARTICLE II

Term: This Agreement shall become effective January 1, 2004 and shall continue in place until June 30, 2007. This Agreement may be extended for one subsequent period of one additional year if mutually agreed to in writing between the parties hereto not less than 30 days prior to its expiration. Any decision regarding possible renewal of this Contract or any extension thereof shall be made in accordance with the California Integrated Waste Management Board.

ARTICLE III, Compensation for Services is replaced in its entirety with the following:

ARTICLE III

Compensation for Services: Placer LEA shall prepare detailed statements on a monthly basis summarized on an invoice and mail to El Dorado County Public Health Department. The detailed statements shall include such information as date of service, type of service, person performing the service, time involved, and a brief statement as to the specifics of the services. The costs for reimbursement are based upon the established hourly rate as set by the Placer County Board of Supervisors, and are not to exceed \$37,500 for the period January 1, 2004 through June 30, 2004, \$79,000 for the period July 1, 2004 through June 30, 2005, and \$85,000 for the period of July 1, 2005 through June 30, 2006, and \$85,000 for the period of July 1, 2006 through June 30, 2007. Payments shall be made within 30 days following the receipt and acceptance of invoices from Placer LEA by El Dorado County Public Health Fiscal Division.

In addition to the above, Placer LEA shall bill for actual costs of obtaining legal counsel as Placer LEA deems necessary for routine enforcement and permitting matters and shall submit a copy of the actual invoice to El Dorado County Public Health Fiscal Division. Placer LEA shall inform El Dorado County prior to invoicing for legal expenses.

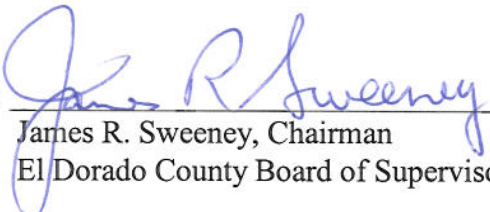
The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

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

COUNTY OF PLACER

By:  Date: 05-21-06
Richard J. Burton, M.D., M.P.H., Director
Placer County Health and Human Services Administration

COUNTY OF EL DORADO

By:  Date: 6/13/06
James R. Sweeney, Chairman
El Dorado County Board of Supervisors

ATTEST:
Cindy Keck, Clerk

By:  Date: 6/13/06
Deputy Clerk

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AMENDMENT I

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WITNESSETH

WHEREAS, El Dorado County has been successfully contracting with Placer County for several years to provide specified solid waste management services through the Environmental Health section of the Placer County Health and Human Services Division (hereinafter referred to as Placer LEA); and

WHEREAS, El Dorado County has determined that it is in its best interest to continue to contract with Placer County for provision of said services and Placer County has agreed to continue providing said services for an additional year at the same rate, necessitating an extension to the present Agreement for Services;

NOW, THEREFORE, El Dorado County and Placer County mutually agree as follows:

ARTICLE II, Term is amended to read as follows:

ARTICLE II

Term: This Agreement shall become effective January 1, 2004 and shall continue in place until June 30, 2006. This Agreement may be extended for one subsequent period of one additional year if mutually agreed to in writing between the parties hereto not less than 30 days prior to its expiration. Any decision regarding possible renewal of this Contract or any extension thereof shall be made in accordance with the California Integrated Waste Management Board.

ARTICLE III, Compensation for Services is replaced in its entirety with the following:

ARTICLE III

Compensation for Services: Placer LEA shall prepare detailed statements on a monthly basis summarized on an invoice and mail to El Dorado County Public Health Department. The detailed statements shall include such information as date of service, type of service, person performing the service, time involved, and a brief statement as to the specifics of the services. The costs for reimbursement are based upon the established hourly rate as set by the Placer County Board of Supervisors, and are not to exceed \$37,500 for the period January 1, 2004 through June 30, 2004, \$75,000 for the period July 1, 2004 through June 30, 2005, and \$75,000 for the period of July 1, 2005 through June 30, 2006. Payments shall be made within 30 days following the receipt and acceptance of invoices from Placer LEA by El Dorado County Public Health Fiscal Division.

In addition to the above, up to \$4,000 shall be made available to Placer LEA on an annual basis for the costs of obtaining legal advice as Placer LEA deems necessary on routine enforcement and permitting matters. Placer LEA shall bill for actual costs of obtaining legal counsel and shall submit a copy of the actual invoice to El Dorado County Public Health Fiscal Division. Placer LEA shall inform El Dorado County prior to accessing the legal funds made available herein.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

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

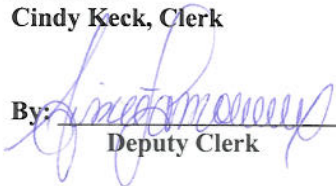
COUNTY OF PLACER

By:  Date: 4-4-05
Richard J. Burton, M.D., M.P.H., Director
Placer County Health and Human Services Administration

COUNTY OF EL DORADO

By:  Date: 5-10-05
Charlie Paine, Chairman
El Dorado County Board of Supervisors

ATTEST:
Cindy Keck, Clerk

By:  Date: 5/10/05
Deputy Clerk

**ORIGINAL
AGREEMENT**

AGREEMENT FOR SERVICES

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The COUNTY of PLACER

for

**SOLID WASTE PERMITTING and ENFORCEMENT ACTIVITIES
IN EL DORADO COUNTY**

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado County") and the County of Placer, a political subdivision of the State of California (hereinafter referred to as "Placer County"), whose principal place of business is 11454 B Avenue, Auburn, California 95603;

WITNESSETH

WHEREAS, El Dorado County has been successfully contracting with Placer County for several years to provide solid waste management services through the Environmental Health section of the Placer County Health and Human Services Division (hereinafter referred to as Placer LEA); and

WHEREAS, El Dorado County has a determined that it is in its best interest to continue to contract with Placer County for provision of said services; and

WHEREAS, Placer County has represented to El Dorado County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and El Dorado 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, El Dorado County has determined that the provision of such services provided by Placer County are in the public's best interest, are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, El Dorado County and Placer County mutually agree as follows:

ARTICLE I

Scope of Services: El Dorado County and Placer County agree that under authority contained in Section 18050 and 18072(b) of 14 CCR, El Dorado County is entering into a Standard Agreement with Placer County for Placer LEA to provide within the jurisdiction of El Dorado County services for permitting and enforcement activities within El Dorado County's territorial jurisdiction. The purpose of this agreement is to comply with Section 18072 of 14 CCR, Technical Expertise, which requires that a Local Enforcement Agency shall have one or more full time staff members dedicated solely for solid waste issues.

This agreement is entered into pursuant to the provisions of Title 14 of the California Code of Regulations (14 CCR), Division 7, Chapter 5, Article 1.0 through 2.2 [specifically Sections 18050 and 18072 (b)]. Definitions of technical terms of a solid waste program shall be those used in 27 CCR, Section 20164.

- A. El Dorado County authorizes Placer LEA to organize and operate a program suited to a local enforcement agency's responsibilities within El Dorado County's territorial jurisdiction.
- B. For the duration of this agreement, services provided by Placer LEA shall meet the requirements for a Local Enforcement Agency's responsibilities in site identification and assessment for Closed, Illegal, and Abandoned sites (hereafter CIA), inspection, enforcement, preparation of enforcement papers, and permit preparation at Solid Waste Facilities and Disposal Sites as set forth in item F. of this Article, and shall be sufficient in these respects to satisfy requirements of Public Resources Code, Div. 30 and 31, and 14 CCR, Div. 7.
- C. Placer LEA shall be responsible for obtaining certification from the California Integrated Waste Management Board and seeking legal counsel on enforcement and permitting matters. El Dorado County shall be responsible for grant administration, preparation of the designation information package, independent hearing panel, solid waste task force and advisory committee, handling of citizen complaints on solid wastes not associated with Solid Waste Facilities and Disposal Sites, excluding those services specifically identified as the responsibility of Placer LEA in item F. of this Article. Placer LEA shall be responsible for vehicle inspections associated with complaints. The El Dorado County Environmental Management Department shall be responsible for the investigation and handling of general nuisance complaints not associated with Solid Waste Facilities and Disposal Sites.
- D. It is understood and agreed that in carrying out the duties related to the program set forth in this Agreement and Scope of Services that personnel of Placer LEA are acting on behalf of El Dorado County, as agent for El Dorado County.
- E. Personnel of El Dorado County and Placer LEA will coordinate in the providing of services relating to this Agreement. El Dorado County and Placer LEA shall each identify one contact person for this purpose.
- F. Placer LEA shall complete all required forms and documents, and perform all labor to provide the following services:

1. All legally mandated inspections and necessary follow-up inspections of Solid Waste Facilities and Disposal Sites (including waste tire sites).
2. Site identification and site assessment for existing CIA sites as well as any new sites that are discovered.
3. Preparation, processing and issuance of Solid Waste Facility permit documents.
4. Preparation and issuance of enforcement orders.
5. Investigation and follow-up of citizen complaints on Solid Waste Facilities and Disposal Sites.
6. Preparation and submittal of monthly time accounting and cost information for reimbursement.
7. Maintenance of the Enforcement Program Plan, keeping it up to date.

ARTICLE II

Term: This Agreement shall become effective January 1, 2004 and shall continue in place until June 30, 2005, a period of eighteen (18) months. This Agreement may be extended for two subsequent periods of one additional year each if mutually agreed to in writing between the parties hereto not less than 30 days prior to its expiration. Any decision regarding possible renewal of this Contract or any extension thereof shall be made in accordance with the California Integrated Waste Management Board.

ARTICLE III

Compensation for Services: Placer LEA shall prepare detailed statements on a monthly basis summarized on an invoice and mail to El Dorado County Public Health Department. The detailed statements shall include such information as date of service, type of service, person performing the service, time involved, and a brief statement as to the specifics of the services. The costs for reimbursement are based upon the established hourly rate as set by the Placer County Board of Supervisors, and are not to exceed \$37,500 for the period January 1, 2004 through June 30, 2004 or \$75,000 for the period July 1, 2004 through June 30, 2005. Payments shall be made within 30 days following the receipt and acceptance of invoices from Placer LEA by El Dorado County Public Health Fiscal Division.

In addition to the above, up to \$4,000 shall be made available to Placer LEA on an annual basis for the costs of obtaining legal advice as Placer LEA deems necessary on routine enforcement and permitting matters. Placer LEA shall bill for actual costs of obtaining legal counsel and shall submit a copy of the actual invoice to El Dorado County Public Health Fiscal Division. Placer LEA shall inform El Dorado County prior to accessing the legal funds made available herein.

ARTICLE IV

Record Keeping: Placer LEA shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to El Dorado County, and El Dorado County shall have the right to inspect such records at any reasonable time. All records and

documents prepared by LEA in the course of fulfilling its obligations under the Scope of Work shall be the property of El Dorado County. LEA may keep copies of said records and documents for its own purposes.

ARTICLE V

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 VI

Contractor to El Dorado County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from El Dorado County and its staff. It is further agreed that in all matters pertaining to this Agreement, Placer LEA shall act as contractor only to El Dorado County and shall not act as contractor 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 Placer LEA's responsibilities to El Dorado County during term hereof.

ARTICLE VII

Assignment and Delegation: Placer LEA is engaged by El Dorado County for their unique qualifications and skills as well as those of their personnel. Placer LEA 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 El Dorado County.

ARTICLE VIII

Independent Contractor/Liability: Placer LEA 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. Placer LEA 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.

Placer LEA 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. El Dorado 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 Placer LEA or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that El Dorado 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 El Dorado County business, El Dorado 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, El Dorado 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 El Dorado 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 El Dorado County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of El Dorado County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audits: All Placer LEA's funding records related to this Agreement shall be subject to audit by El Dorado County at any time during the term of this Agreement, and for a period that extends through any required records retention period, should it be requested by El Dorado County's Auditor/Controller. In the event that Placer LEA has more than one funding contract with El Dorado County, Placer LEA shall maintain an individual schedule of expenses for each El Dorado County contract, such that can be reconciled to an audit. If Placer LEA receives in excess of \$500,000 in total funding from El Dorado County in any one fiscal year, Placer LEA must have an independent/individual audit of each El Dorado County contract.

ARTICLE XI

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 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 El Dorado County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Placer LEA.
- C. **Ceasing Performance:** El Dorado County may terminate this Agreement in the event Placer LEA 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: Either party may terminate this Agreement in whole or in part upon sixty (60) calendar days written notice to the other, for any reason. If such prior termination is effected, El Dorado County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Placer LEA, and for such other services, which El Dorado County may agree to in writing as necessary for contract resolution. In no event, however, shall El Dorado County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Placer LEA 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, El Dorado County reserves the right to take over and complete the work by contract or by any other means.
- E. El Dorado County is aware that in the event of cancellation, State law requires the State of California to intervene if no LEA is available after 90 days.

ARTICLE XII

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, Certified, Return Receipt Requested.

Notices to Placer LEA shall be addressed as follows:

PLACER COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
11454 "B" AVENUE
AUBURN, CA 95603
ATTN: BRAD BANNER, DIRECTOR

or to such other location as the Placer LEA directs.

Notices to El Dorado County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

or to such other location as El Dorado County directs.

ARTICLE XIII

Indemnity: Placer County shall indemnify and defend the County of El Dorado against and hold it harmless from any and all loss, damage, and liability for damages, including attorney's fees and other costs of defense incurred by El Dorado County, whether for damage to or loss of property, or injury to or death of person, including the property of El Dorado County and/or injury to or death of El Dorado County's officers, agents, employees or volunteers, which shall in any way arise out of or be connected with Placer LEA's operations hereunder, unless such damage, loss, injury or death shall be

caused solely by the negligence of El Dorado County; provided, however, County of El Dorado shall defend, with separate counsel acceptable to Placer County, indemnify and hold Placer County, its officers, agents, employees or volunteers harmless from any and all liability, expenses, and costs, including attorney's fees and expert's costs, incurred by Placer County which shall be related in any way to a challenge by a third party as to the adequacy of or manner in which Placer LEA undertakes to perform its regulatory duties, responsibilities and functions under law as the Local Enforcement Agency for El Dorado County under this Agreement.

ARTICLE XIV

HIPAA: If Placer LEA receives any individually identifiable health information ("Protected Health Information" or "PHI"), Placer LEA shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XV

Insurance: Placer County and El Dorado County shall each provide proof of a policy of insurance and documentation to the other, upon demand, evidencing the maintenance of insurance adequate to for the purposes herein.

El Dorado County requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Placer County as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by Placer County in the performance of the Agreement.
- D. In the event Placer County 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 per occurrence.
- E. Placer County 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 El Dorado County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Placer County 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, Placer County agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for

herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division and Placer County agrees that no work or services shall be performed prior to the giving of such approval. In the event Placer County fails to keep in effect at all times insurance coverage as herein provided, El Dorado 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 El Dorado 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 worker's compensation and professional liability insurance policies.
- I. Placer County's insurance coverage shall be primary insurance as respects El Dorado County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by El Dorado County, its officers, officials, employees or volunteers shall be in excess of Placer County's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by El Dorado County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects El Dorado County, its officers, officials, employees, and volunteers; or Placer County 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 El Dorado 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. Placer County's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Placer County cannot provide an occurrence policy, Placer County 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 El Dorado County Department either independently or in consultation with the Risk Management Division, as essential for protection of El Dorado County.

ARTICLE XVI

Interest of Public Official: No official or employee of El Dorado County who exercises any functions or responsibilities in review or approval of services to be provided by Placer LEA 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 El Dorado County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Placer County: Placer County covenants that Placer County 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. Placer County further covenants that in the performance of this Agreement no person having any such interest shall be employed by Placer County.

ARTICLE XVIII

Taxpayer Identification / Form W9: All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to El Dorado County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE XIX

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. Placer County waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XX

Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health Services, or successor.

ARTICLE XXI

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 XXII

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 XXIII

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

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

COUNTY OF PLACER

By: Ray Merz Date: _____
Ray Merz, Director
Health and Human Services

ATTEST:
Ann Holman

By: Ann Holman Date: 2-16-03
Clerk of the Board

COUNTY OF EL DORADO

By: Rusty Dupray Date: January 27, 2004
RUSTY DUPRAY, chairman
El Dorado County Board of Supervisors

ATTEST:
Dixie L. Foote, Clerk

By: Margaret E. Moody Date: 1-27-04
Deputy Clerk