

**EL DORADO COUNTY BOARD OF SUPERVISORS**

**AGENDA ITEM TRANSMITTAL**

**Meeting of September 12, 2006**

**AGENDA TITLE:** Amendment 02 to Agreement 006-A-05/06-11 with Dongell Lawrence Finney, LLP

**DEPARTMENT:** CAO/Air Quality Mgmt District

**DEPT SIGNOFF:**

**CAO USE ONLY:**

**CONTACT:** Laura S. Gill

**DATE:** 8/29/2006

**PHONE:** 5530

*[Signature]* 8/29/06

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The Chief Administrative Office and Air Quality Management District recommending the Chairman be authorized to sign Amendment 02 to Agreement 006-A-05/06-11 with Dongell Lawrence Finney Claypool, increasing the contract amount by \$80,000.00 for a total contract amount of \$278,000.00 and extending the term through September 30, 2007 to provide specialty research and advisory services regarding Naturally Occurring Asbestos.

**CAO RECOMMENDATIONS:**

*Recommend approval. Laura S. Gill*  
8/30/06

Financial impact?  Yes ( ) No

Funding Source:  Gen Fund  Other

Other: Tobacco Settlement funds/AQMD budget

**BUDGET SUMMARY:**

Total Est. Cost	\$80,000.00
<b>Funding</b>	
Budgeted	\$80,000.00
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$80,000.00
<b>Change in Net County Cost</b>	\$0.00

**CAO Office Use Only:**

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

**CONCURRENCES:**

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

**\*Explain**

**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  
Chief Administrative Office  
Interoffice Memorandum*

**DATE:** August 29, 2006  
**TO:** Board of Supervisors  
**FROM:** Laura S. Gill, Chief Administrative Officer  
**SUBJECT:** Amendment to Agreement 006-A-05/06-11 with Dongell Lawrence Finney Claypool, LLP

**Recommendation:**

The Chief Administrative Office and Air Quality Management District recommending the Chairman be authorized to sign Amendment 02 to Agreement 006-A-05/06-11 with Dongell Lawrence Finney Claypool, increasing the contract amount by \$80,000.00 for a total contract amount of \$278,000.00 and extending the term through September 30, 2007 to provide specialty research and advisory services regarding Naturally Occurring Asbestos.

**Reason for Recommendation:**

On June 28, 2005 the Board approved a contract with Dongell Lawrence Finney, LLP for the provision of specialty research and advisory services regarding Naturally Occurring Asbestos in an amount not to exceed \$99,000.00 and authorized services for the period of March 31, 2005 through September 30, 2005. On February 7, 2006 the Board approved an amendment to recognize the assignment of the agreement from Dongell Lawrence Finney LLP, to Dongell Lawrence Finney Claypool, LLP, to increase the compensation by \$99,000.00 and to extend the contract term for an additional year. This second amendment is necessary for continued assistance in monitoring the issue of Naturally Occurring Asbestos as it relates to state and federal regulatory involvement.

**Fiscal Impact:**

Funding for the amendment is provided from Tobacco Settlement Funds and is included in the Air Quality Management District's FY 2006-07 budget.

**Action to be Taken Following Approval:**

Upon execution by the Chair, the Board Clerk's office will forward copies of the amendment to Environmental Management for distribution, encumbrance, and administration.

Cc: Marcella McTaggart, Air Pollution Control Officer

# CONTRACT ROUTING SHEET

Date Prepared: 08/09/2006

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

**PROCESSING DEPARTMENT:**

Department: Environmental Mgmt

**CONTRACTOR:**

Name: Dongell, Lawrence, Finney, Claypool, LLP

Dept. Contact: Linda Milligin

Address: 707 Wilshire Blvd.

Phone #: 6668

Los Angeles, CA

Department \_\_\_\_\_

Phone: \_\_\_\_\_

Head Signature: \_\_\_\_\_

Amend Delivered  
EL DORADO COUNTY  
2006 AUG 10 AM  
UNSEL  
No:  23

**CONTRACTING DEPARTMENT:** Environmental Management/CAO

Service Requested: Review of Amendmend for continued Legal Services

Contract Term: Extend one year Contract/Amendment Value: \$297,000.00

Compliance with Human Resources requirements? Yes:

Compliance verified by: \_\_\_\_\_

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

Approved:  Disapproved:  Date: 8/11/06 By: 

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

ASSIGNMENT  
DATE: 08/11/06  
ATTORNEY: MRE  
DEPT./INDEX NO.: 421100  
BY: [Signature]

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

Approved:  Disapproved:  Date: 8-16-06 By: 

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

AUG 09 2006

AUG 15 2006

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

Departments: \_\_\_\_\_

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

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

**SECOND AMENDMENT TO AGREEMENT NO. 006-A-05/06-11**  
**FOR LEGAL SERVICES BETWEEN**  
**EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT AND**  
**DONGELL LAWRENCE FINNEY CLAYPOOL, LLP**

This Second Amendment to Agreement No. 006-A-05/06-11 for Legal Services executed on June 28, 2005, effective on March 31, 2005, and the First Amendment executed on February 7, 2006, effective on September 1, 2005 by and between the El Dorado County Air Quality Management District (hereinafter referred to as "District"), and DONGELL LAWRENCE FINNEY CLAYPOOL, a limited liability partnership, duly authorized to do business in the State of California, whose principal place of business is 707 Wilshire Boulevard Los Angeles, California 90017-3609, engaged in the matters described below, for the performance of specified legal services for District.

This Amendment shall upon signature by all parties hereto be deemed to be effective as of October 1, 2006 and shall be extended for one (1) additional year, expiring on September 30, 2007.

**WHEREAS**, DONGELL LAWRENCE FINNEY CLAYPOOL, a limited liability partnership, has been engaged by the District under Agreement No. 006-A-05/06-11 to provide legal services, which include the following:

- (a) Legal defense of the El Dorado County Naturally Occurring Asbestos Protection Ordinance and subsequent replacement New Rules; research and examination of applicable law, and preparing memoranda and rendering opinions in connection therewith;
- (b) Review, analysis and application of environmental law as it applies to the naturally occurring asbestos deposits and disturbance thereof;
- (c) Participation in meetings, personal conferences, telephone conferences, discussions and other communications and proceedings held in furtherance of District requirements.

The parties hereto have determined and agreed that additional services will be needed and have therefore agreed to amend "Section 5" of Agreement No. 006-A-05/06-11 executed on June 28, 2005 effective on March 31, 2005 as follows:

Section 5 shall be amended to increase the total amount of the Agreement, which has been legislatively authorized, for an amount of Eighty Thousand Dollars and No/100 (\$80,000), so the total Agreement including this Amendment SHALL NOT EXCEED Two Hundred Seventy Eight Thousand Dollars and No/100

(\$278,000).

All other sections of the Agreement executed on June 28, 2005, effective on March 31, 2005, and the First Amendment executed on February 7, 2006, effective on September 1, 2005 shall remain unchanged and in full force.

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

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

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

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

**James R. Sweeney, Chairman  
Air Pollution Control Board of Directors**

**ATTEST:**

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

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

**Cindy Keck, Clerk  
Air Pollution Control Board of Directors**

-- CONSULTANT --

Dated: 8/22/06

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

Tal C. Finney  
Its: Partner  
Dongell Lawrence Finney Claypool,  
A Limited Liability Partnership  
State Bar Number: 156296

ATTEST:

Dated: August 21<sup>st</sup>, 2006

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


John A. Lawrence  
Its: Managing Partner  
Dongell Lawrence Finney Claypool,  
A Limited Liability Partnership  
State Bar Number: 073395

**FIRST AMENDMENT TO AGREEMENT NO. 006-A-05/06-11**  
**FOR LEGAL SERVICES BETWEEN**  
**EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT AND**  
**DONGELL LAWRENCE FINNEY CLAYPOOL, LLP**

This First Amendment to Agreement No. 006-A-05/06-11 (incorrectly identified in the original body of the Agreement as 046-A-04/05-11) for Legal Services executed on June 28, 2005, effective on March 31, 2005, by and between the El Dorado County Air Quality Management District (hereinafter referred to as "District"), and DONGELL LAWRENCE FINNEY, a limited liability partnership, now known as DONGELL LAWRENCE FINNEY CLAYPOOL, a limited liability partnership, duly authorized to do business in the State of California, whose principal place of business is 707 Wilshire Boulevard Los Angeles, California 90017-3609, engaged in the matters described below, for the performance of specified legal services for District.

This Amendment shall upon signature by all parties hereto be deemed to be effective as of September 1, 2005.

**WHEREAS**, DONGELL LAWRENCE FINNEY, a limited liability partnership, has been engaged by the District under an Agreement No. 006-A-05/06-11 executed on June 28, 2005, effective on March 31, 2005, to provide legal services, which include the following:

- (a) Legal defense of the El Dorado County Naturally Occurring Asbestos Protection Ordinance and subsequent replacement New Rules; research and examination of applicable law, and preparing memoranda and rendering opinions in connection therewith;
- (b) Review, analysis and application of environmental law as it applies to the naturally occurring asbestos deposits and disturbance thereof;
- (c) Participation in meetings, personal conferences, telephone conferences, discussions and other communications and proceedings held in furtherance of District requirements.

**WHEREAS**, DONGELL LAWRENCE FINNEY, a limited liability partnership, has amended their "Limited Liability Partnership" by an "Amendment to Registration" endorsed and filed on September 1, 2005 (Secretary of State File Number 20200406804) and they are now officially doing business as DONGELL LAWRENCE FINNEY CLAYPOOL, a limited liability partnership, duly qualified to conduct business in the

State of California.

**WHEREAS, DONGELL LAWRENCE FINNEY, a limited liability partnership, and DONGELL LAWRENCE FINNEY CLAYPOOL, a limited liability partnership, have requested that the District accept work under the Agreement No. 006-A-05/06-11 by DONGELL LAWRENCE FINNEY CLAYPOOL, a limited liability partnership.**

**It is therefore agreed by and among the parties hereto that:**

**The parties agree to the assignment of the subject Agreement No. 006-A-05/06-11 from DONGELL LAWRENCE FINNEY, a limited liability partnership, to DONGELL LAWRENCE FINNEY CLAYPOOL, a limited liability partnership, executed on June 28, 2005, effective on March 31, 2005, and that DONGELL LAWRENCE FINNEY CLAYPOOL, a limited liability partnership, assumes all duties, covenants and obligations of DONGELL LAWRENCE FINNEY, a limited liability partnership, under this First Amendment to Agreement No. 006-A-05/06-11 and is responsible for executing the work after the effective date of this First Amendment, in accordance with all terms and conditions as defined in the original Agreement No. 006-A-05/06-11 executed on June 28, 2005, effective on March 31, 2005, and that DONGELL LAWRENCE FINNEY, a limited liability partnership, shall remain liable, jointly and severally, for all work performed prior to the effective date of this First Amendment, and further agrees that all indemnity and insurance obligations remain in full force and effect as stated herein.**

**DONGELL LAWRENCE FINNEY, a limited liability partnership, will remain liable for all obligations, covenants, and conditions, and/or liabilities for services already performed under the terms and conditions of the Agreement No. 006-A-05/06-11, as approved by the Board of Supervisors and executed on June 28, 2005, effective on March 31, 2005 incorporated herein and made by reference a part hereof.**

**DONGELL LAWRENCE FINNEY, a limited liability partnership, acknowledges and agrees that all existing indemnity and insurance obligations will remain in full force and effect for the duration of the Agreement No. 006-A-05/06-11, and as thereafter required by the Agreement No. 006-A-05/06-11.**

**DONGELL LAWRENCE FINNEY CLAYPOOL, a limited liability partnership, will assume all of DONGELL LAWRENCE FINNEY's, a limited liability partnership, duties, responsibilities, and obligations under the Agreement No. 006-A-05/06-11, including providing outstanding duties and responsibilities**



associated to render legal advice and assistance to the District under the terms and conditions of the Agreement No. 006-A-05/06-11.

The parties hereto have determined and agreed that additional services will be needed and have therefore agreed to amend "Section 5" of Agreement No. 006-A-05/06-11 executed on June 28, 2005 effective on March 31, 2005 as follows:

Section 5 shall be amended to increase the total amount of the Agreement, which has been legislatively authorized, for an amount of Ninety Nine Thousand Dollars and No/100 (\$99,000), so the total Agreement including this Amendment SHALL NOT EXCEED One Hundred Ninety-Eight Thousand Dollars and No/100 (\$198,000).

All other sections of the Agreement executed on June 28, 2005, effective on March 31, 2005, shall remain unchanged and in full force.

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

-- COUNTY OF EL DORADO --

Dated: 02/07/06

By: James R. Sweeney

Chairman **JAMES R. SWEENEY**

Air Pollution Control Board of Directors

ATTEST:

Dated: 02/07/06

By: Cindy Keck

Cindy Keck, Clerk

Air Pollution Control Board of Directors

-- CONSULTANT --

Dated: 1/27/2006

By: Tal C. Finney

Tal C. Finney

Dongell Lawrence Finney,

A Limited Liability Partnership

State Bar Number: 156296

- A-S-S-I-G-N-O-R - -

Dated: 1/23/2006

By: 

Tal C. Finney

Its: Partner

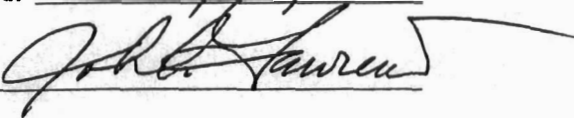
Dongell Lawrence Finney Claypool,

A Limited Liability Partnership

State Bar Number: 156296

**ATTEST:**

Dated: January 23, 2006

By: 

John A. Lawrence

Its: Managing Partner

Dongell Lawrence Finney Claypool,

A Limited Liability Partnership

State Bar Number: 073395

**EL DORADO COUNTY BOARD OF SUPERVISORS  
GENDA ITEM TRANSMITT.**

**Meeting of  
June 28, 2005**

**AGENDA TITLE:** Agreement for Services with Dongell Lawrence Finney, LLP

**DEPARTMENT:** Chief Administrative Office

**DEPT SIGNOFF:**

**CAO USE ONLY:** D

**CONTACT:** Laura S. Gill

**DATE:** 6/22/2005

**PHONE:** 5577

*Signature: Laura S. Gill 6/22/05*

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The Chief Administrative Office recommending the Board of Supervisors 1) Make findings in accordance with County Charter Article II Section 210 b(6) that it is appropriate to obtain an outside contractor for the provision of specialty research and advisory services regarding Naturally Occurring Asbestos because the ongoing aggregate of work is not sufficient to warrant addition of permanent staff, and 2) Approve Agreement for Services with Dongell Lawrence Finney, LLP for the provision of these services, for the period of March 31, 2005 through September 30, 2005, in an amount not to exceed \$99,000; and 3) authorize the Chairman to execute the agreement upon approval by County Counsel and Risk Management (non-General Fund).

**CAO RECOMMENDATIONS:**

*Recommend approval. Laura S. Gill 6/22/05*

Financial impact?  Yes ( ) No

Funding Source: ( ) Gen Fund  Other

**BUDGET SUMMARY:**

Total Est. Cost	\$99,000.00
<b>Funding</b>	
Budgeted	\$99,000.00
New Funding	_____
Savings	_____
Other	_____
<b>Total Funding</b>	\$99,000.00

Other:

**CAO Office Use Only:**

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

**CONCURRENCES:**

- Risk Management \_\_\_\_\_
- County Counsel \_\_\_\_\_
- Other \_\_\_\_\_

**Change in Net County Cost**

**\*Explain** Air Quality Management District funds

**BOARD ACTIONS:** JUN 28 2005

APPROVED

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

**Ayes:** DUPRAY, SOLARO, BAUMANN, SWEENEY, PAINE

**Noes:** NONE

**Abstentions:** NONE

**Absent:** NONE

Rev. 6/04 ISKW001 Agenda

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

1                   **AGREEMENT NO. 006-A-05/06-11 FOR LEGAL SERVICES BETWEEN THE**  
                          **EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT AND**  
                          **DONGELL LAWRENCE FINNEY, LLP**

4   This Agreement # 046-A-04/05-11 is made and entered into between the El Dorado County Air Quality  
5   Management District and Dongell Lawrence Finney, LLP (hereinafter referred to as "DLF"), a limited  
6   liability partnership corporation duly authorized to do business in the State of California, whose address is  
7   707 Wilshire Boulevard Los Angeles, California 90017-3609, effective on March 31, 2005 in the matters  
8   described below, for the performance of specified legal services for District.

9   1. The District shall have the right in its sole discretion to determine the particular services to be provided by  
10  DLF from time to time under this Agreement. These services may include the following:

11  (a)   **Legal defense of the El Dorado County Naturally Occurring Asbestos Protection Ordinance and**  
12  **subsequent replacement New Rules; research and examination of applicable law, and preparing memoranda**  
13  **and rendering opinions in connection therewith;**

14  (b)   **Review, analysis and application of environmental law as it applies to the naturally occurring**  
15  **asbestos deposits and disturbance thereof;**

16  (c)   **Participation in meetings, personal conferences, telephone conferences, discussions and other**  
17  **communications and proceedings held in furtherance of District requirements.**

18  2. DLF and all persons who perform services for or through DLF pursuant to this Agreement shall be an  
19  independent contractor and shall not be deemed to be an employee of the District for any purpose. DLF  
20  services shall be under the general direction of the Director of Environmental Management, which shall also  
21  be responsible for administering this Agreement.

22  3. DLF and every employee thereof shall provide their services, advice and any reports in full compliance  
23  with all applicable law and professional standards. DLF represents that it is specially trained, experienced,  
24  expert and competent to perform the services required under this Agreement, and that each individual  
25  providing legal services is a member in good standing of the State Bar and is licensed to practice in  
26  California. Further, DLF certifies that it will not accept representation in any matters, including litigation,  
27  under this Agreement if it or any employee thereof has any personal or financial interest therein.

1 4. DLF shall maintain insurance in a form acceptable to District to be in full force and effect from the first  
2 day of the term of this Agreement, as set forth in Exhibit "A" attached hereto and incorporated herein.  
3 DLF specifically represents that it maintains errors and omissions insurance applicable to the services to be  
4 rendered under this Agreement.

5 5. The District agrees to pay DLF for services rendered hereunder at the rate of \$195.00 per attorney hour.  
6 DLF will use the minimum number of attorneys for this engagement consistent with good professional  
7 practice after consulting with the District.  
8 DLF will keep the District currently advised as to the level of attorney hours and client services performed.  
9 DLF travel time not devoted to the performance of client services under this retainer agreement shall not  
10 be charged to the District.

11 DLF shall keep proper records to enable District to verify the services rendered, and such records shall be  
12 made reasonably available to District or its agents for inspection and audit.  
13 DLF recognizes that this Agreement has been legislatively authorized for an amount not to exceed  
14 \$99,000.00.

15 6. In addition to the above, District shall reimburse DLF for the actual, reasonable and necessary expense  
16 of travel in accordance with El Dorado County Board of Supervisor's travel policy D-1 as set forth in  
17 Exhibit "B" attached hereto and incorporated herein. District shall reimburse DLF for the reasonable costs  
18 of long distance telephone calls, mailing, legal research on electronic database, and, upon prior approval,  
19 for extraordinary photocopying and extraordinary facsimile transmissions. Other reasonable, customary  
20 and necessary expenses, including but not limited to statutory fees, witness fees, reporters per diem and  
21 transcription fees, jury fees, and expenses of serving process, may be advanced DLF and reimbursed by  
22 District. Expert consultants and witnesses may be retained by DLF on terms acceptable to District. Such  
23 expert consultants and witnesses may invoice DLF. Prior to incurring expenses in excess of Five Hundred  
24 Dollars and No/100 (\$500.00) DLF shall consult with District and obtain approval.

25 7. DLF shall submit to Environmental Management for review and approval an itemized statement of  
26 services rendered at periodic intervals of not less than one and not more than three months. Such statement  
27 shall identify the nature of the services rendered, and specify the time expended in rendering such services,

1 calculated in one-tenth (.10) hour segments. Simultaneously, DLF shall submit a summary statement to  
2 District for payment processing. At DLF's discretion, such statements need not be submitted until the total  
3 amount due exceeds five hundred (\$500.00) dollars.

4 8. DLF certifies that it accepts this retention because it has the time, energy, skills and ability necessary to  
5 perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is  
6 understood that the services under this Agreement must be provided immediately, and that they are time-  
7 critical. DLF is engaged by District for its unique qualifications and skills. DLF shall not subcontract,  
8 delegate or assign the services to be provided under this Agreement, in whole or in part, to any other  
9 person or entity not employed with DLF without consent of District. It is specifically agreed that a partner  
10 attorney of DLF will be primarily involved in the conduct of the work, and that a partner will be available  
11 to attend meetings of the District Board of Directors as directed.

12 9. DLF agrees that it will comply with all ethical duties, will maintain the integrity of the attorney-client  
13 relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and  
14 records from disclosure. All documents and information obtained by or generated by DLF pursuant to this  
15 contract, all opinions and conclusions of DLF any reports, information, data, statistics, forms, procedures,  
16 systems, studies and all communications with District, are confidential. DLF agrees to take all steps  
17 reasonably necessary to maintain this confidentiality. DLF is responsible for insuring that it and all of its  
18 employees faithfully adhere to the confidentiality requirements of law and this Agreement.

19 10. DLF shall immediately notify District if any service to be performed under this Agreement involves an  
20 actual or potential conflict of interest, financial or otherwise. DLF shall not engage in any activity under  
21 this Agreement that involves any actual or potential conflict of interest unless DLF first makes a full and  
22 complete disclosure of all relevant facts and obtains a written waiver of such conflict in advance from  
23 District.

24 11. DLF shall be responsible for performing the work under this Agreement in a safe, professional, skillful  
25 and workmanlike manner, and shall be liable for its own negligence and the negligent acts of its  
26 employees. DLF shall indemnify and defend District, and its officers and employees, against and hold  
27 them harmless from any and all loss, damage and liability for damages, including attorneys fees and other

1 costs of defense incurred, whether for damage to or loss of property, or injury to or death of person,  
2 including properties of District and injury to or death of its officers, agents and employees, which shall in  
3 any way arise out of or be connected with DLF's operations hereunder, unless such damage, loss, injury or  
4 death shall be caused solely by the negligence of the District.

5 12. This Agreement shall be terminable by the District at any time for any reason upon a 10-day notice to  
6 DLF. Funds budgeted for the purpose of this Agreement is made available on a fiscal year basis, and  
7 budgeting is subject to change at any time. Should funding not be made available, this Agreement shall be  
8 automatically terminated in its entirety. DLF may terminate this Agreement upon sufficient written notice  
9 to District, made in such a manner so that the District shall not be prejudiced. Upon termination of this  
10 Agreement for any reason, DLF shall immediately cease all work, and within ten (10) days shall provide a  
11 final bill to District for all services rendered. The obligation of confidentiality shall continue and shall not  
12 terminate when this Agreement ends.

13 13. All independent consultants providing services to the District must file a State of California Form 590  
14 certifying their California residency or, in the case of a corporation, certifying that it has a permanent place  
15 of business in California. DLF will be required to submit a Form 590 prior to execution of this Agreement  
16 or District shall withhold seven (7) percent of each payment to be made to Firm during the term of this  
17 Agreement. This requirement applies to any Agreement exceeding \$1,500.00.

18 14. For the purpose of administering this Agreement, the District shall be represented by its Director of  
19 Environmental Management. DLF shall designate in writing the person associated with DLF who has the  
20 responsibility to administer this Agreement on his or her behalf. This Agreement and the exhibits thereto  
21 are the entire agreement between the parties and they supersede all prior written or oral agreements or  
22 understandings between the parties. This Agreement may only be modified by mutual consent of the  
23 parties in writing fully executed by duly authorized officers of the parties. Any dispute resolution action  
24 arising out of this Agreement, including but not limited to litigation, mediation or arbitration, shall be  
25 brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of  
26 California. DLF waives any removal rights it may have under Code of Civil Procedure section 394.

27 //

28



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

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

4 **Dated:** 6/28/05

5 **By:** Charlie Paine

6 **Charlie Paine, Chairman**  
7 **Air Pollution Control Board of Directors**

8 **ATTEST:**  
9 **Cindy Keck, Clerk**  
10 **Air Pollution Control Board of Directors**

11 **Dated:** 6/28/05

12 **By:** *[Signature]*  
13 Deputy Clerk

14 **-- CONSULTANT --**

15 **Dated:** 8/1/2005

16 **By:** *[Signature]*

17 **Tal C. Finney**  
18 **Dogell Lawrence Finney, LLP**  
19 **Limited Liability Partnership**

20 **State Bar Number:** 156296

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1 **EXHIBIT "A"**

2 **EL DORADO COUNTY INSURANCE REQUIREMENTS**

3 DLF shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk  
4 Manager and documentation evidencing that DLF maintains insurance that meets the following  
5 requirements:

- 6 A. Full Worker's Compensation and Employer's Liability Insurance covering all  
7 employees of DLF as required by law in the State of California.
- 8 B. Commercial General Liability Insurance of not less than \$1,000,000 combined  
9 single limit per occurrence for bodily injury and property damage.
- 10 C. Automobile liability insurance of not less than \$1,000,000 is required in the event  
11 motor vehicles are used by the Firm in the performance of the contract.
- 12 D. In the event DLF or any of its personnel are licensed professionals, and are  
13 performing professional services under this contract, professional liability (for  
14 example, malpractice insurance) covering such services is required with a limit of  
15 liability not less than \$1,000,000 per occurrence.
- 16 E. DLF shall furnish a certificate of insurance satisfactory to the El  
17 Dorado County Risk Manager as evidence that the insurance required above is  
18 being maintained.
- 19 F. The insurance will be issued by an insurance company acceptable to the Risk  
20 Management Division, or be provided through partial or total self-insurance  
21 likewise acceptable to the Risk Management Division.
- 22 G. DLF agrees that the insurance required above shall be in effect at all times during  
23 the term of this contract. In the event said insurance coverage expires at any time  
24 or times during the term of this contract, DLF agrees to provide at least thirty (30)  
25 days prior to said expiration date, a new certificate of insurance evidencing  
26 insurance coverage as provided for herein for not less than the remainder of the  
27 term of the contract, or for a period of not less than one year. New certificates of  
28

1 insurance are subject to the approval of the Risk Management Division and DLF  
2 agrees that no work or services shall be performed prior to the giving of such  
3 approval. In the event DLF fails to keep in effect at all times insurance coverage  
4 as herein provided, County may, in addition to any other remedies it may have,  
5 terminate this contract upon the occurrence of such event.

- 6 H. The certificate of insurance must include the following provisions stating that:
- 7 a. The insurer will not cancel the insured's coverage without thirty  
8 (30) day prior written notice to the County; and
  - 9 b. The County, its officers, officials, employees, and volunteers are  
10 included as additional insured, but only insofar as the operations  
11 under this contract are concerned. This provision shall apply to all  
12 liability policies except worker's compensation and professional  
13 liability insurance policies.
- 14 I. DLF's insurance coverage shall be primary insurance as respects the County, its  
15 officers, officials, employees and volunteers. Any insurance or self-insurance  
16 maintained by the County, its officers, officials, employees or volunteers shall be  
17 excess of the DLF's insurance and shall not contribute with it.
- 18 J. Any deductibles or self-insured retentions must be declared to and approved by  
19 the county. At the option of the County, either: the insurer shall reduce or  
20 eliminate such deductibles or self-insured retentions as respects the County, its  
21 officers, officials, employees, and volunteers; or DLF shall procure a bond  
22 guaranteeing payment of losses and related investigations, claim administration  
23 and defense expense.
- 24 K. Any failure to comply with the reporting provisions of the policies shall not affect  
25 coverage provided to the County, its officers, officials, employees or volunteers.
- 26 L. The insurance companies shall have no recourse against the County, its officers  
27 and employees or any of them for payment of any premiums or assessments under  
28 any policy issued by any insurance company

- 1 M. DLF's obligations shall not be limited by the foregoing insurance requirements  
2 and shall survive the expiration of this agreement.
- 3 N. In the event DLF cannot provide an occurrence policy, DLF shall provide  
4 insurance covering claims made as a result of performance of this contract for not  
5 less than three years following completion of performance of this agreement.
- 6 O. The certificate of insurance shall meet such additional standards as may be  
7 determined by the contracting County either independently or in consultation with  
8 the Risk Management Division, as essential for protection of the County.

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**EXHIBIT "B"**  
**COUNTY OF EL DORADO, CALIFORNIA**  
**BOARD OF SUPERVISORS POLICY**  
**D-1**



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



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BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number --	Page Number: 2 of 14
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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.



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Subject:  TRAVEL	Policy Number --	Page Number: 3 of 14
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- 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.





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BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 4 of 14
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(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:



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- (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



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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



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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



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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:



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- (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



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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



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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





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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



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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



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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.