

**AGREEMENT FOR FUNDING OF  
CONSULTANT SERVICES FOR ENVIRONMENTAL REVIEW FOR THE  
UNION MINE DISPOSAL SITE GAS TO ENERGY PROJECT**

THIS AGREEMENT is entered on the date set forth below by the County of El Dorado, a political subdivision of the State of California, hereinafter called "County", and STI Engineering, hereinafter referred to as "Applicant," whose principal place of business is located at P.O. Box 792, Silverado, CA 92676.

**RECITALS**

**WHEREAS**, Applicant is proposing to develop and operate a landfill gas to energy project for the Union Mine Disposal Site located at 5700 Union Mine Road, El Dorado, California; and

**WHEREAS**, County has concluded that the landfill gas to energy project is a project subject to CEQA; and

**WHEREAS**, the County has not yet determined whether an exemption from the California Environmental Quality Act ("CEQA") may apply or whether an Initial Study must be completed to determine if a Negative Declaration may be appropriate, or whether an Environmental Impact Report will be necessary for the project;

**WHEREAS**, CEQA, Section 21082.1 authorizes County to enter into agreements with an outside consultant to do the environmental analysis for a proposed project; and

**WHEREAS**, CEQA, Section 21089 authorizes the County to collect fees to recover the costs for the preparation and processing of any environmental documents.

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

**ARTICLE I**

**Purpose.** The purpose of this Agreement is to provide a mechanism for Applicant to reimburse County for the costs incurred to prepare the necessary environmental analysis for the aforementioned project. Both County and Applicant make this Agreement with full knowledge of the requirements of the California Environmental Quality Act of 1970 (Public Resources Code, §§21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §§15000 et seq.) adopted pursuant thereto. This Agreement is subject to all other applicable laws, regulations, and ordinances including those of the County of El Dorado relating to payment of monies for services rendered.

## **ARTICLE II**

**Project.** The project is the approval of a landfill gas to energy project at the Union Mine Disposal Site in the County of El Dorado.

## **ARTICLE III**

**Employment of Consultant as Independent Contractor.** County, in furtherance of this Agreement, shall engage a consultant (“Consultant”), as an independent contractor, to prepare the necessary environmental analysis and to assist with its processing and certification for the project. The environmental analysis shall be prepared for County in fulfillment of the obligations of County as the public agency having primary responsibility for discretionary actions involved in said project (Public Resources Code, §21082). The environmental analysis will consist of a preliminary review of the landfill gas to energy project to determine if the action to be undertaken is subject to a CEQA exemption or not. It may also include the preparation of an Initial Study to determine if a Negative Declaration or the preparation of an Environmental Impact Report is necessary. Consultant will also assist in the presentation of any matters to the Board of Supervisors as requested by the County. Accordingly, Consultant shall prepare all reports so as to be as accurate and objective as reasonably possible. It is further agreed that in all matters pertinent to this Application, Consultant shall act solely as Consultant to County and shall not act, in any capacity as consultant to, representative of, or agent of Applicant. Applicant shall not engage in communications or contact with Consultant without prior written authorization of County or in response to inquiries from Consultant of the relevant details of the Project.

## **ARTICLE IV**

**Funding for this Agreement.** Funding of this Agreement is provided for, and entirely by, Applicant who shall make a deposit and maintain funds with County to pay the cost of the Consultant’s services. Applicant, upon execution of this Agreement, shall deposit with County the sum of \$20,000 as compensation for Consultant to be engaged by County for preparation of the environmental analysis.

County shall draw against said funds deposited to pay all costs incurred pursuant to this Agreement. The initial amount of funds deposited by Applicant may not be sufficient to meet the costs of preparing the environmental analysis for the project through certification. Each month, County shall promptly provide Applicant with an accounting of the amounts disbursed from the fund to Consultant and Applicant shall, within fifteen (15) calendar days following delivery of said accounting, replace the withdrawn funds to ensure an adequate balance is kept in the fund account to ensure payments may be made to Consultant in a timely manner. In the event Applicant fails to make any such additional deposit in a timely manner, County may, after providing a written notice of said failure, cease further work on the environmental analysis and direct Consultant to cease further work on the environmental analysis. Failure of Applicant to deposit funds in a timely manner to process the environmental analysis through to certification shall constitute a waiver by, and an estoppel against, Applicant to assert any legal right to an action to be taken by County within any applicable time limits set forth in the law, statutes, or ordinances for the processing and/or filing of a Notice of Exemption, Initial Study and Negative Declaration, Environmental Impact Report and any other discretionary action involving the

project.

It is understood that the deposit, or deposits, made by Applicant to fund this Agreement are the only source of funding for this Agreement and the Agreement contemplated between County and its Consultant. By deposit of the above-referenced funds, and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultant to do the necessary work to prepare the appropriate and necessary documents. It is further understood that funds deposited by Applicant pursuant to this Agreement shall not be used for any other purpose or payment other than as set forth under this agreement.

#### **ARTICLE V**

**Deposit.** County shall place Applicant's deposits under this Agreement into a separate fund. The deposit shall not bear interest.

#### **ARTICLE VI**

**Reimbursement.** Upon completion of the environmental analysis or termination of this Agreement, County shall reimburse Applicant for the difference between County's costs to fund its Consultant, as set forth above, and the amount deposited if the total costs are less than the amount deposited by Applicant.

#### **ARTICLE VII**

**Conformity with Statutes, Decisions, Guidelines, and Ordinances.** The environmental analysis and any related documents shall be prepared in conformity with all applicable State statutes including but not limited to the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, §§21000 et seq.), the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §§15000 et seq.) adopted pursuant thereto, the Environmental Guidelines (objectives, criteria, and procedures pursuant to CEQA) last adopted by the County of El Dorado, and in the format prescribed by County. The execution of this Agreement shall not constitute a representation or assurance by County that any document prepared as part of the environmental analysis shall be certified or that the project will be approved.

#### **ARTICLE VIII**

**Interest of Applicant and Consultant.** Applicant covenants that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Consultant's services hereunder. Applicant covenants that it will notify the County if the County engages, or attempts to engage, a Consultant who has performed any work or provided any services under contract or agreement directly with the project or any part of the project herein described or who has performed work or provided services for Applicant on any other development project within the preceding five (5) years.

#### **ARTICLE IX**

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

COUNTY OF EL DORADO  
ENVIRONMENTAL MANAGEMENT DEPARTMENT  
2850 FAIRLANE COURT  
PLACERVILLE, CA 95667  
ATTN: GERRI SILVA, DIRECTOR

Or to such other location as County directs.

With a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, CAO

Notices to Applicant shall be addressed as follows:

STI ENGINEERING  
P.O. BOX 792  
SILVERADO, CA 92676  
ATTN: REG RENAUD

Or to such other location as Applicant directs.

#### **ARTICLE X**

**Amendments.** No amendment of this Agreement shall be valid or binding unless made in writing, signed, and duly authorized on behalf of both parties.

#### **ARTICLE XI**

**Administrator.** The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, Deputy Director, Environmental Management Department, or his successor.

#### **ARTICLE XII**

**Termination.** Either County or Applicant may terminate this Agreement by presentation to the other party hereto of written notice of said termination fifteen (15) days prior to effective date of said termination. In the event of termination by either party, County shall retain fees from the funds deposited in an amount equal to all Consultant fees and other costs incurred prior to the effective date of said termination. The balance of funds deposited by Applicant shall be reimbursed to Applicant.

#### **ARTICLE XIII**

**Assignment:** This agreement shall be binding upon the successors-in-interest and assigns of Applicant.

**ARTICLE XIV**

**Entire Agreement:** This document and the documents referred to herein are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings. The execution of this Agreement shall not constitute a representation or assurance by County that any environmental document shall be certified or that the project will be approved.

**ARTICLE XV**

**Agreement Negotiated.** It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

**ARTICLE XVI**

**Indemnity:** Applicant shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Applicant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Applicant, Consultant, sub consultant(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of Applicant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Applicant shall retain counsel acceptable to the County for purposes of fulfilling Applicant's defense obligations under this provision. County's approval of counsel shall not be unreasonably withheld.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Greg Stanton, Deputy Director  
Environmental Management Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Gerri Silva, Director  
Environmental Management Department

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

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

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

By: \_\_\_\_\_  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- APPLICANT --**

STI ENGINEERING  
(A CALIFORNIA CORPORATION)

By: \_\_\_\_\_  
Reg Renaud  
President  
"Applicant"

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

By: \_\_\_\_\_  
Corporate Secretary

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