

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of December 12, 2006**

**AGENDA TITLE:** Agreement #004-A-06/07-11 with Owen Engineering & Management Consultants

**DEPARTMENT:** Environmental Management

**DEPT SIGNOFF:**

**CAO USE ONLY:**

**CONTACT:** Gerri Silva/Greg Stanton

*Gerri Silva*

*[Signature]* 12/5/06

**DATE:** 11/28/2006

**PHONE:** 6653/6658

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

Environmental Management Department recommending the Board make findings that an independent Consultant can more economically and feasibly perform work in accordance with County Ordinance Chapter 3.13, Section 3.13.030, and authorize Chairman to sign Agreement 004-A-06/07-11 with Owen Engineering & Management Consultants in an amount not to exceed \$90,000 for the term December 12, 2006 through December 11, 2007 to provide as needed services related to the Union Mine Landfill and Union Mine Wastewater Treatment Facility for said Department.

**CAO RECOMMENDATIONS:** *Recommend approval. Laura J. Gill 12/5/06*

Financial impact?  Yes ( ) No

Funding Source: ( ) Gen Fund  Other

**BUDGET SUMMARY:**

Total Est. Cost	\$90,000.00
<b>Funding</b>	
Budgeted	\$90,000.00
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$90,000.00
<b>Change in Net County Cost</b>	\$0.00

Other:

**CAO Office Use Only:**

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

**CONCURRENCES:**

- Risk Management *yes*
- County Counsel *yes*
- Other

**\*Explain** Funds of \$90,000 are available in FY06/07 CSA #10 - Budget

**BOARD ACTIONS:**

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

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Rev. 04/05

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

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

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

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

EL DORADO  
COUNTY



ENVIRONMENTAL  
MANAGEMENT  
DEPARTMENT

# COUNTY OF EL DORADO

## ENVIRONMENTAL MANAGEMENT DEPARTMENT

November 28, 2006

*Environmental  
Health Division*

*Air Quality  
Management  
District*

*Solid Waste &  
Hazardous  
Materials  
Divisions*

*Vector Control*



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

Ph. 530.621.5300  
Fax. 530.642.1531  
Fax. 530.626.7130

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

Ph. 530.573.3450  
Fax. 530.542.3364

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

**SUBJECT: Agreement #004-A-06/07-11 with Owen Engineering & Management Consultants, Inc.**

Honorable Board Members:

**Recommendation:**

Environmental Management Department recommending the Board make findings that an independent Consultant can more economically and feasibly perform work in accordance with County Ordinance Chapter 3.13, Section 3.13.030, and authorize Chairman to sign Agreement 004-A-06/07-11 with Owen Engineering & Management Consultants in an amount not to exceed \$90,000 for the term December 12, 2006 through December 11, 2007 to provide as needed services related to the Union Mine Landfill and Union Mine Wastewater Treatment Facility for said Department.

**Reasons for Recommendation:**

The Environmental Management Department requests the Board authorize an Agreement with Owen Engineering & Management Consultants, Inc. for specialized engineering services related to the Union Mine Wastewater Treatment Facility. Specialized professional services under this Agreement are not expressly identified in County classifications and may include but are not limited to: Quality Assurance/Quality Control inspection activities, storage tank piping design, assistance in securing a discharge permit with El Dorado Irrigation District, and preparation of an updated facility operations manual. This Agreement has been written with a task order provision allowing the department to further define the tasks as needed and establish an appropriate budget related to the services identified in each task order.

**Fiscal Impact:**

This Agreement shall not exceed \$90,000 and shall expire on December 11, 2007. There is a budget of \$90,000 available in the CSA #10 budget for FY 06/07.

**Net County Cost:**

There is no change in Net County Cost.

**Action to be Taken Following Approval:**

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

Respectfully,



Gerri Silva, M.S., R.E.H.S.  
Interim Director  
Environmental Management Department

ldm

# CONTRACT ROUTING SHEET

Date Prepared: 10/05/2006

Need Date: 10/20/2006

**PROCESSING DEPARTMENT:**

Department: Environmental Mgmt  
Dept. Contact: Kerri Williams  
Phone #: 5309  
Department  
Head Signature: Kerri Williams

**CONTRACTOR:**

Name: Owen Engineering  
Address: 3377 Coach Lane Suite K  
Cameron Park, CA 95682  
Phone: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** EMD Liquid Waste - 424200

Service Requested: Review of Contract

Contract Term: 1 year Contract/Amendment Value: \$90,000

Compliance with Human Resources requirements? Yes:  No:

Compliance verified by: Local 1 notified 12/5/06 per K. Williams

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

Approved:  Disapproved:  Date: 11/1/06 By: [Signature]  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

EU DORADO COUNTY COUNSEL  
2006 OCT - 5 PM 4:59  
[Signature]

ASSIGNMENT  
DOB/BAW  
MIKE C  
INDEX NO. 424200

*Conditional. See attached memo for changes to Scope of Services Article F and Indemnity.*

*11-11-06 all changes made per Mike's memo. Linda Neeliger*

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

Approved:  Disapproved:  Date: 11/16/06 By: J Costello  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

NOV 01 2006

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

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



**Agreement No. 004-A-06-/07-11**  
**Between the County of El Dorado and**  
**Owen Engineering & Management Consultants, Incorporated**

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**THIS AGREEMENT NO. 004-A-06/07-11** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Owen Engineering & Management Consultants, Incorporated, a Colorado Corporation duly qualified to conduct business in the State of California, whose principal place of business is 3377 Coach Lane Suite K, Cameron Park, CA 95682 (hereinafter referred to as "Consultant").

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide as needed services related to the design and operation of the Union Mine Landfill and Union Mine Wastewater Treatment Facility; and

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

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

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

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

**ARTICLE I**

**Scope of Services:**

**A.** Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, on an as needed basis for the County's Department of Environmental Management related to the Union Mine Landfill and the Union Mine Wastewater Treatment Facility and shall provide and make available Consultant's own personnel, sub-consultants, materials, vehicles, communication devices, and other equipment necessary to perform the services, work and tasks designated (referred to hereinafter as "Services"). Services shall be as outlined below, and generally include, but shall not be limited to:

1. Definition of Project Specific Work Scope, Work Activity Schedule, and Cost: On a task-by-task basis, County and Consultant shall define specific Consultant staff and sub-consultants to be assigned to

each work task. Interviews with specific staff shall be arranged if so requested by County and Consultant staff selection shall be finalized.

For each assigned work task, Consultant shall provide County with a full work task proposal, schedule and not to exceed cost to complete the entire work task, which shall require written approval and written authorization by the County's Contract Administrator prior to commencement of the work. No payment will be made for any work performed prior to written approval of the written Task Order.

2. Prior to Construction: Consultant shall discuss and meet with the County to determine the specific services for each assignment, to discuss the needs, applicable required deliverables, specific Consultant staff, sub-consultants, any task related travel or mileage budget and to define the roles and responsibilities of both the County and Consultant's personnel and what interaction the Consultant shall have with County. Construction and documentation management, as well as lines of communication, shall be established and agreed to in writing before Consultant begins the work.
  3. Notice to proceed: After County issues a written notice to proceed for a work task, Consultant shall assign the personnel to the subject project, and ensure that they report as assigned with all the necessary equipment to complete the project in a timely fashion.
  4. Contact/Reporting Relationship: Upon assignment to a project, Consultant shall meet at a minimum weekly with the County representative.
  5. Inspection responsibilities: To the extent determined by Consultant and County to be necessary, as to each project or task under this agreement, the Consultant shall provide field inspectors to observe the work on a daily basis and be on-site, on a full or part time basis, to perform the duties necessary to assure the County that the work is being performed in accordance with the plans, specifications, and all applicable federal, state, and local laws, rules, regulations and ordinances. All required improvements shall be inspected to ensure quality and acceptability of the work and to provide quality assurance that the materials and workmanship are in conformance with contract documents and County standards. All underground facilities to be constructed shall be inspected prior to burial. Inspection reports shall be completed daily and be available for County review at least weekly. Photographs shall document special situations and shall be included in the daily inspection report. Any defective work shall be documented until it is repaired and the quality of work is in accordance with the contract documents.
  6. Permits and approvals: To the extent necessary in relation to any particular work task or project, the consultant shall be responsible for obtaining all permits and approvals necessary to complete the work
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task or project including but not limited to Dust Mitigation Plans, Asbestos Dust Mitigation Plans, Building permits, grading permits, and Fish & Game permits.

7. Complaints: Consultant shall track and assist County in resolving community complaints on matters such as dust, naturally occurring asbestos, mud, erosion control, traffic, clearing, grading, and other sensitive issues as they occur.
8. Time for Performance: The period of performance for Task Orders shall be in accordance with the dates specified in each Task Order. No payment will be made for any work performed after the period of performance in the Task Order, unless County's Contract Administrator and Consultant's project amend the Task Order in writing.
9. Amendment of Task Orders: Any amendment of a Task Order must be in writing. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

B. Consultant shall attach a copy of each notification to proceed, as backup documentation, to any invoices submitted for payment under the terms of this Agreement. Copies of notices attached to invoices shall reflect Consultant's charges for the specific support or review services billed on those invoices.

C. All of the tasks included in this Article are the responsibility of the Consultant, unless specifically described as a task or item of work to be provided by the County. The Consultant shall be responsible for the supervision, administration, and work performed by any sub-consultant for services referenced in this Article."

## **ARTICLE II**

**Standards for Work:** Consultant will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included or intended in this agreement, or in any report, opinion, document, or other instrument of service.

## **ARTICLE III**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire one year (1) from the date of execution thereof. This Agreement may be extended for an additional one (1) year if mutually agreed between the parties hereto in writing no less than fifteen (15) days prior to the expiration of the then current Agreement.

## **ARTICLE IV**

### **Compensation for Services:**

- A. For services provided herein, County agrees to pay Consultant monthly upon receipt of itemized invoice(s) detailing a description of work performed (identifying number of hours worked) on a time basis. Payments shall be made within forty-five (45)
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days following County's receipt and approval of invoices.

- B. The total payment under this Agreement to Consultant is a not to exceed Ninety Thousand Dollars (\$90,000)
- C. In addition to the above, the County shall reimburse Consultant for the actual, reasonable and necessary expense of travel in accordance with the El Dorado County Board of Supervisor's Travel Policy No. D-1 as set forth in Exhibit "A" attached hereto and incorporated herein. County shall also reimburse Consultant for reasonable costs without markup of mailing, photocopying and long distance telephone calls.

#### **ARTICLE V**

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

#### **ARTICLE VI**

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

#### **ARTICLE VII**

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

#### **ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in the Consultant's Administrator without prior written approval by the County's Administrator.

#### **ARTICLE IX**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

#### **ARTICLE X**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of their personnel. Consultant shall not

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subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE XI**

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and sub consultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

## **ARTICLE XII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XIII**

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

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time of to cure expires.
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Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for Agreement resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the Work by Agreement or by any other means.

#### **ARTICLE XIV**

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

County of El Dorado  
Environmental Management Department  
Attention: Gerri Silva, Interim Director  
2850 Fairlane Ct.  
Placerville, CA 95667

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

Owen Engineering & Management Consultants, Inc.  
Attn.: Webster J. Owen, Jr.  
3377 Coach Lane, Suite K  
Cameron Park, CA 95682

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## **ARTICLE XV**

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

Consultant shall also protect, defend, indemnify and hold harmless County, its board members, officers, directors, employees, agents, Consultants, successors and assigns (hereinafter County) from and against all claims, demands, liabilities, causes of action, suits, legal or administrative proceedings for actual damages (including but not limited to special and consequential damages), natural resource damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, debts, liens, interest, fines, penalties, charges and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity provision) of any kind whatsoever paid, incurred, suffered by, or asserted against the County which are claimed to or in any way arise out of or result from the Consultant's services, operations, or performance of this Agreement including but not limited to the collection, removal or disposal of a combination of passenger, light truck, truck and tractor tires, which may result in the release or threatened release of hazardous waste or hazardous substance into the environment, regardless of the existence or degree of fault or negligence on the part of the County, except for the sole or active negligence of the County. As used herein, the terms "hazardous waste" and "hazardous substance" shall coincide with the broadest definition thereof contained in any present or future federal or state law. The foregoing indemnity is intended to operate as an agreement pursuant to the Comprehensive Environmental Response and Liability Act (CERCLA), 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to defend, protect, and hold harmless and indemnify County from liability. This provision shall survive the termination of any other agreement between the parties. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the County and in no event shall the indemnity rights hereunder inure to the benefit of any third party."

## **ARTICLE XVI**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined a single limit per occurrence for bodily injury and property

damage.

- C. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
  - D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.
  - E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
  - F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through a partial or total self-insurance likewise acceptable to the Risk Management Division.
  - G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to a said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of a term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no Work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such events.
  - H. The certificate of insurance must include the following provisions stating that:
    - 1. The insurer will not cancel the insurance coverage without thirty (30) days prior written notice to County, and;
    - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additionally insured, but only insofar as the operations under this Agreement is concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
  - I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
  - J. Any deductibles or self-insured retention must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured
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retention as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultants' obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificates of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

#### **ARTICLE XVII**

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

#### **ARTICLE XVIII**

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

#### **ARTICLE XIX**

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

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## **ARTICLE XX**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during the term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXI**

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

## **ARTICLE XXII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

## **ARTICLE XXIII**

**Licenses:** Consultant warrants and represents that he/she is duly registered as a Professional Engineer in Civil Engineering, is issued Certificate No. 31319 by the California State Board of Registration for Professional Engineers, and that his/her certificate is good standing. A copy of his/her certificate is provided with this Agreement.

## **ARTICLE XXIV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, Environmental Health Manager, or his successor.

## **ARTICLE XXV**

**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 XXVI**

**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 XXVII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXVIII**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultants staff, employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Environmental Management Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

**ARTICLE XXIX**

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

**REQUESTING DEPARTMENT CONCURRENCE:**

By:  Dated: 11/17/06  
Gerri Silva, M.S., REHS  
Interim Director Environmental Management Department

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


- - COUNTY OF EL DORADO - -

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

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

- - CONSULTANT - -

Dated: 11/17/06

By:   
Webster J. Owen, Jr., P.E., President  
Owen Engineering & Management Consultants, Inc.

ATTEST:

Dated: 11/17/06

By:   
Owen Engineering & Management Consultants, Inc.



**EXHIBIT “A”**

**El Dorado County**

**Board of Supervisor’s Travel Policy No. 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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

POLICY:

1. General Policy

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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
  - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
  - (2) Car rental.
  - (3) Out-of-county overnight travel.
  - (4) Members of boards or commissions, or non-county personnel.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

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

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

4. Mode of Transport

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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

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

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

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

5. Reimbursement Rates

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





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

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

b. Private Auto

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

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

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

c. Meals

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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

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

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

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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

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

**Maximum Allowable Meal Reimbursement**

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

d. Lodging

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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

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

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

e. Other Expenses

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

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

6. Advance Payments



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

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

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

**7. Compliance - Claimant Responsibility**

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

**8. Procedures:**

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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

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

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



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

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

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