

## **Local Hazard Mitigation Plan**

### **AGREEMENT FOR SERVICES #7976**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and WSP Environment & Infrastructure Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1075 Big Shanty Road, Suite 100, Kennesaw, Georgia 30144, (hereinafter referred to as "Consultant");

### **RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to assist its El Dorado County Sheriff's Office to coordinate, facilitate, and prepare an update to the 2019 El Dorado County Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act (DMA) of 2000, implementing regulations and guidance as they apply to local governments.

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(b), and/or Code Section 31000;

**WHEREAS**, Consultant was formally approved to assist the El Dorado County Sheriff's Office coordinate, facilitate, and prepare an update to the 2019 El Dorado County Multi-Jurisdictional LHMP pursuant to the DMA of 2000, as the result of competitive Request for Proposals (RFP) #23-990-071;

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

## **ARTICLE I**

**Scope of Work:** Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope and Cost Proposal" incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit A, marked "Scope and Cost Proposal," incorporated herein and made by reference a part hereof.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD format shall be used for submittal of plans or other similar documents as specified by County's Contract Administrator. All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIII Default, Termination, and Cancellation, herein. Consultant shall submit all deliverables to County's Contract Administrator in accordance with any completion time schedules identified in Exhibit A.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered. Each invoice will reflect a breakdown of tasks, staff time, labor direct costs and other allowable charges as detailed in Exhibit A, marked "Scope and Cost Proposal" incorporated herein and made by reference apart hereof.

The total amount of this Agreement shall not exceed \$142,068.00, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Sheriff's Office  
200 Industrial Drive  
Placerville, California 95667  
Attn.: Fiscal

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Ownership of Data:** Upon completion of earlier termination of all services under this Agreement, ownership and title to all reports, documents, and any and all other materials for data produced or obtained as part of the Agreement will automatically be vested in County without restriction or limitation on their use, and no further Agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

#### **ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE VII**

**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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE VIII**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing 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 Consultant's staff, employees, and representatives shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to Treasurer-Tax Collector's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE IX**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE X**

**Independent Consultant:** The parties intend that an independent Consultant relationship will be created by this contract. 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 the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

#### **ARTICLE XI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 Consultant and County shall be 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 contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XII**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XIII**

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

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any reasonable excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XX, Conflict of Interest.
- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement immediately 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:** Consultant or County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected by County, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract 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.

#### **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 return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Sheriff's Office  
200 Industrial Drive  
Placerville, California 95667

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

WSP USA Environment & Infrastructure, Inc  
1075 Big Shanty Road, Suite 100  
Kennesaw, Georgia 30144,

Attn.: Lytle C. Troutt, Jr., Chief Executive Officer

or to such other location as Consultant directs.

#### **ARTICLE XV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVI**

**Indemnity:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed 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.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

#### **ARTICLE XVII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein 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 said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event 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 event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or 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 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the 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. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XVIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

## **ARTICLE XIX**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall

comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

#### **ARTICLE XXII**

**California Residency (Form 590):** All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXIII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXIV**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business

license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXV**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVI**

**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.

#### **ARTICLE XXVII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Lt. Troy Morton, Sheriff's Office of Emergency Services, or successor.

#### **ARTICLE XXVIII**

**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 the obligations set forth herein.

#### **ARTICLE XXIX**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXX**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**ARTICLE XXXI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.


**ARTICLE XXXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XXXIII**


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

**Requesting Contract Administrator Concurrence**

By   
Troy Morton  
Lieutenant  
Sheriff's Office

Date: 8/29/23

**Requesting Department Head Concurrence**

By   
Jeff Leikauf  
Sheriff

Date: 8/30/23

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

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 9-19-23

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Kufner  
Deputy Clerk

Dated: 9-19-23

-- WSP USA ENVIRONMENT & INFRASTRUCTURE INC. --

By: Lytle C. Troutt, Jr.  
Lytle C. Troutt, Jr.  
Chief Executive Officer  
"Consultant"

Dated: October 4, 2023

By: Bradley J. Knight  
Bradley J. Knight  
Corporate Secretary

Dated: October 3, 2023

# EXHIBIT A - SCOPE OF WORK



## **El Dorado County** Local Hazard Mitigation Plan COST PROPOSAL

RFP #23-990-071  
Date: July 21, 2023  
Time: 3:00 p.m.





**Budget Narrative**

WSP will perform the proposed scope of services for a total not-to-exceed, time-and-materials fee of **\$142,068**. This amount includes all professional planning services and related direct and overhead reimbursable expenses associated with travel and printing materials for planning workshop. The details and scope assumptions are explicitly listed in our Cost Assumptions section below.

We have integrated cost efficiencies into this scope of work based on our local knowledge and familiarity working in El Dorado County, experience developing the County's Climate Vulnerability Assessment and General Plan Safety Element update, experience working on other MJHMP updates in Sierra Nevada foothill communities and in Central California, and by using locally-based staff in South Lake Tahoe and Sacramento, California. Our cost estimate includes time to fully support the County, as we recognize the value and importance of working as an extension to the County's Sheriff's Department staff. The mentorship support will also champion the County Team's contributions towards the development of their MJHMP in a cost-effective manner. In this way, our cost estimate provides exceptional value by turning the County's MJHMP mitigation strategy into implementable projects that can be grant funding ready. **This cost proposal is valid for 90 days from date of submittal.**

Our Hazard Mitigation & Emergency Management (HM&EM) Group is known for being a balanced blend of subject-matter experts, geologists, GIS specialists, and planners with access to a suite of recognized FEMA user tools, like RiskMAP products, HAZUS-MH, and Benefit-Cost Analysis software. We are confident we can support a successful development of the County's MJHMP. WSP can also be flexible and negotiate a scope of work and budget during the final negotiation (if requested) of the contract prior to the Board of Supervisors approval. For example, we can provide additional support conducting evaluations of the viability, capacity, and safety of designated evacuation routes under a range of emergency scenarios, if needed. Our proposed cost estimate below is organized by hours per task, by staff, and a total estimated cost for the project.

<b>Table 1. Project Cost by Task</b>		
<b>Phase</b>	<b>Hours</b>	<b>Cost</b>
Phase 1: LHMP Planning and Development Process	140	\$16,020
Phase 2: Risk Assessment	500	\$56,800
Phase 3: Hazard Mitigation Strategy	350	\$42,400
Phase 4: Plan Maintenance Process	200	\$23,780
<b>Labor Subtotal</b>	<b>1,190</b>	<b>\$139,000</b>
<i>Reimbursable Expenses</i>		\$2,668
<i>15% Mark-Up</i>		\$400.20
<i>Other Direct Costs Total</i>		\$3,068.20
<b>Labor and ODCs Total</b>		<b>\$142,068</b>

<b>Table 2. Project Cost by Staff Type</b>		
<b>Staff</b>	<b>Hours</b>	<b>Cost</b>
Senior Technical Advisor	52	\$9,880
QA/QC Advisor	58	\$9,860
Project Manager	200	\$32,000
Senior Hazard Mitigation Planner	90	\$13,500
Senior GIS Specialist	70	\$8,880
Hazard Mitigation Planner	680	\$62,000
Technical Editors	28	\$2,240
Administration Manager	8	\$640
<b>Labor Subtotal</b>		<b>\$139,000</b>
<i>Reimbursables</i>		\$2,668
<i>15% Mark-Up</i>		\$400.20
<i>Other Direct Costs (with 15% Mark-Up)</i>		\$3,068.20
<b>Project Total</b>		<b>\$142,068</b>

**Rate Sheet with Staff Classifications (Effective January 1, 2023)**

Labor Categories and Hourly Rates applicable to this project are provided below. Other Direct Costs are reimbursed at cost plus a 15% mark-up.

<b>Table 3. Labor Categories and Hourly Rates</b>	
<b>Title</b>	<b>Standard</b>
Senior Technical Advisor	\$190
QA/QC Advisor	\$170
Project Manager	\$160
Senior Hazard Mitigation Planner	\$150
Senior GIS Specialist	\$120
Hazard Mitigation Planner	\$90 - \$100
Technical Editors	\$80
Administration Manager	\$80

## Cost Assumptions

WSP has included the following assumptions for this proposal:

- Meeting the streamlined 9-month schedule will require sustained engagement from both the County staff and HMPC stakeholders throughout the process. WSP understands the importance to expedite the MJHMP update by April 2024 but also recognizes the value of meaningful stakeholder and public input and feels the schedule, as proposed in Attachment E is realistic and achievable.
- WSP will facilitate nine (9) meetings with the County and HMPC that will include one (1) project kick-off meeting, three (3) hybrid HMPC meetings (1 virtual HMPC Meeting and 2 in-person HMPC Meetings), two (2) public workshops, one meeting with the Cal OES SHMO (if needed), and attendance at two public hearings (Planning Commission hearing, Board of Supervisors hearing) for a total of four (4) trips by two local WSP staff including two (2) trips by Ms. Prosperi, who is locally based in South Lake Tahoe, and two (2) trips by Mr. Baum from our Rancho Cordova office for two of the three HMPC meetings.
- In addition to the three (3) HMPC meetings, Ms. Prosperi will attend two (2) public workshops; one workshop will be virtual and the second workshop will be in-person. WSP recommends that scheduling the first workshop in-person to occur the evening following the second HMPC meeting to minimize travel costs. Travel costs cover vehicle travel and per diem for WSP staff while in Placerville. No lodging costs will be necessary, as staff will be travelling from South Lake Tahoe and Rancho Cordova.
- Other proposed meetings in this scope of work will be scheduled as teleconference calls or virtual webinars or hybrid meetings that are formatted as a combination of virtual attendance and in-person attendance, unless otherwise noted above. WSP will leverage experience delivering remote meetings with in-house tools, polls, and break-out room facilitation at no additional charge, but the two HMPC meetings will be facilitated as in-person formats to maximize brainstorm sessions, in-person exercises, and group activities.
- WSP will produce all GIS maps, figures, and graphs for the MJHMP, but assumes the County will provide all GIS base layers and critical facility data layers (e.g., parcel layers, etc.). WSP currently has access to the 2022 County Assessor data but will download more current data for this project.
- WSP will produce one (1) hard copy of the Draft MJHMP to be submitted to El Dorado County and the four participating jurisdictions. If additional copies are needed for the four participating jurisdictions, WSP can provide these on a time-and-materials basis based on printing and coordination time and costs, as requested.
- WSP will produce an electronic copy of the Draft MJHMP to be submitted to Cal OES/FEMA and the County (Word MS and PDF formats) via USB Flash Drives or a SharePoint file share. WSP will also deliver the MJHMP document electronically in Word and PDF formats. Cal OES now accepts electronic copies of the MJHMP.
- WSP will prepare a meeting agenda, sign-in sheet, PowerPoint presentation and slideshow handouts, worksheets, and a meeting summary for all project meetings and workshops. Our staff will also provide flip-charts, sticky notes, and other supplies if meetings are conducted in-person. We assume the County will provide a venue, projector screen, and drink and food options, if desired.
- WSP has included time for translating and developing a Spanish Online Survey and two (2) press releases. We can translate additional materials at an additional cost.
- WSP's approach ensures there is sufficient time to help the County and the participating jurisdictions track and develop mitigation actions, including reviewing action descriptions and identifying additional funding sources. This includes up to eight (8) additional 30-minute virtual meetings with participating jurisdictions (two meetings per jurisdiction).

- WSP assumes the County will provide one (1) consolidated set of comments on the 1st Administrative Draft MJHMP. This will include all comments from participating jurisdictions.
- WSP will incorporate comments from the Cal OES SHMO and submit a final draft MJHMP through Cal OES to FEMA for review and comment. We will review and incorporate comments from FEMA, if requested.
- WSP will assist the County with final adoption by the Board of Supervisors and incorporate the procedural documents for local adoption into the Final MJHMP. This includes the preparation of one (1) editable staff report and presentation.
- WSP can support County staff with compliance with CEQA, at an additional cost.
- WSP can be available for additional in-person meetings or public hearing until the plan is adopted, if needed. If these additional meetings or attendance at a public hearing is required, WSP can attend these meetings, at an additional cost, if requested.

EXHIBIT B - COST PROPOSAL

Table 4. Detailed Cost Estimate

WSP Environment & Infrastructure, Inc.													
El Dorado County Multi-Jurisdictional Hazard Mitigation Plan Update: Cost Estimate													
LABOR CATEGORIES	PERSONNEL	Rate	Unit	Task 1: LHMP Planning and Development Process		Task 2: Risk Assessment		Task 3: Hazard Mitigation Strategy		Task 4: Plan Maintenance Process		Summary	
				Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Senior Technical Advisor	Jeff Brislawn, CFM	\$ 190.00	HR	6	\$1,140.00	20	\$3,800.00	20	\$3,800.00	6	\$1,140.00	52	\$9,880.00
QA/QC Advisor	Scott Field, CEM	\$ 170.00	HR	6	\$1,020.00	20	\$3,400.00	20	\$3,400.00	12	\$2,040.00	58	\$9,860.00
Project Manager	Juliana Proserpi, AICP	\$ 160.00	HR	20	\$3,200.00	80	\$12,800.00	60	\$9,600.00	40	\$6,400.00	200	\$32,000.00
Senior Hazard Mitigation Planner	Brian Neff, PhD	\$ 150.00	HR	10	\$1,500.00	20	\$3,000.00	40	\$6,000.00	20	\$3,000.00	90	\$13,500.00
Senior GIS Specialist	Mack Chambers	\$ 120.00	HR	8	\$960.00	40	\$4,800.00	20	\$2,400.00	6	\$720.00	74	\$8,880.00
GIS Analyst	Donna Valasek	\$ 100.00	HR	20	\$2,000.00	30	\$3,000.00	20	\$2,000.00	10	\$1,000.00	80	\$8,000.00
Hazard Mitigation Planner	Adam Qian	\$ 90.00	HR	20	\$1,800.00	200	\$18,000.00	60	\$5,400.00	40	\$3,600.00	320	\$28,800.00
Hazard Mitigation Planner	Melissa Baum	\$ 90.00	HR	40	\$3,600.00	80	\$7,200.00	100	\$9,000.00	60	\$5,400.00	280	\$25,200.00
Word Processor	Virginia Wong-Jew	\$ 80.00	HR	8	\$640.00	8	\$640.00	8	\$640.00	4	\$320.00	28	\$2,240.00
Office Administration	Adian Mayr	\$ 80.00	HR	2	\$160.00	2	\$160.00	2	\$160.00	2	\$160.00	8	\$640.00
<b>Labor Subtotal</b>				140	\$16,020.00	500	\$56,800.00	350	\$42,400.00	200	\$23,780.00	1,190	\$139,000.00
Misc Expenses		0.00%			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
OTHER DIRECT COSTS		Rate	Unit	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Vehicle Rental		\$ 60.00	day	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Rental Car Gas		\$ 3.50	gallon	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Mileage		\$ 0.66	gallon	0	\$0.00	400	\$262.00	400	\$262.00	0	\$0.00	800	\$524.00
Parking/Tolls		\$ 7.00	day	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Per Diem - Lodging		\$ 150.00	day	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Per Diem - Meals		\$ 70.00	day	0	\$0.00	2	\$140.00	2	\$140.00	0	\$0.00	4	\$280.00
Airfare		\$ 450.00	trip	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Reproduction (black & white)		\$ 0.14	page	0	\$0.00	500	\$70.00	500	\$70.00	600	\$84.00	1,600	\$224.00
Reproduction (color)		\$ 0.60	page	0	\$0.00	500	\$300.00	500	\$300.00	600	\$360.00	1,600	\$960.00
Other Reproduction (e.g. color, binding, tabs etc)		\$ 10.00	each	0	\$0.00	15	\$150.00	15	\$150.00	30	\$300.00	60	\$600.00
CD ROM copies		\$ 5.00	each	0	\$0.00	0	\$0.00	0	\$0.00	4	\$20.00	4	\$20.00
Overnight Shipping		\$ 15.00	pkg	0	\$0.00	0	\$0.00	0	\$0.00	4	\$60.00	4	\$60.00
<b>ODC Subtotal</b>					\$0.00		\$922.00		\$922.00		\$824.00		\$2,668.00
<b>ODC Markup @ 15%</b>		15.00%			\$0.00		\$138.30		\$138.30		\$123.60		\$400.20
<b>ODC Total</b>					\$0.00		\$1,060.30		\$1,060.30		\$947.60		\$3,068.20
<b>LABOR AND ODCs TOTAL</b>					\$16,020.00		\$57,860.30		\$43,460.30		\$24,727.60		\$142,068.20



**WSP USA ENVIRONMENT & INSTRUCTURE INC.**

**Exhibit C**

**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_ YES \_\_\_ X \_\_\_ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_ YES \_\_\_ X \_\_\_ NO

If yes, please identify the person(s) by name:

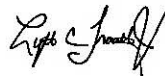
Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/4/23

Date

WSP Environment & Infrastructure, Inc.

Type or write name of company



Lytle C Troutt  
Signature of authorized individual

Lytle C Troutt

Type or write name of authorized individual