



**Request for Qualifications (RFQ)
#2023-101**

for
Vendor Pool for Professional
Water Resources Technical Services

Submittal Deadline:
September 13, 2023, not later than 1:00:00 PM (Pacific)

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I. AGENCY SEEKING SERVICES

El Dorado County Water Agency ("Agency") is a California public agency formed pursuant to the El Dorado County Water Agency Act, California Water Code Appendices Chapter 96 ("Act"), whose mission is, "ensuring that El Dorado County has adequate and affordable water to maintain economic prosperity, protect the environment, and support the rural-agriculture way of life for today and in the future." To implement its mission, the Agency needs to supplement its staff with the additional expertise and resources from specialized consultants. To this end, the Agency seeks competitive proposals for professional services by issuing a Request for Qualifications (RFQ).

The Agency hereby gives notice that it is now accepting qualifications for water resources technical services to be performed on an on-call basis for a five-year period.

This solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the contract term. This RFQ does not commit the Agency to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Agency does not guarantee a specific number or dollar amount of projects will be contracted with the selected consultants.

The response to this solicitation shall be in the form of a Statement of Qualifications (SOQ). It is the responsibility of the consultant to be familiar with all the specifications, terms and conditions of the RFQ—including those contained in addenda, if any. By the submission of an SOQ, the consultant certifies, that if awarded a contract, it will make no claim against the Agency based on ignorance of conditions or misunderstanding of the requirements.

The SOQ, in whole or in part, are not to be marked confidential or proprietary, and will become the property of the Agency. The Agency may refuse to consider any SOQ or part thereof so marked. SOQs submitted in response to this RFQ may be subject to public disclosure. The Agency will not be liable in any way for disclosure of any such records. All costs associated with development of the proposal shall be the sole responsibility of the proposing firm and shall not be charged in any manner to the Agency.

The Agency reserves the right to amend this RFQ or the criteria for consultant selection in any manner, to cancel this RFQ, or to reject any one or all proposals at its discretion, thus not awarding a contract to any firm.

II. PROPOSAL SUBMISSION

Qualifications will be received by the Agency electronically via email, until 1:00 p.m. on September 13, 2023. The email submission shall include a .pdf attachment of the proposal. Submitter should label its email: "Qualification for Vendor Pool Professional Services." The proposal shall be emailed to: Tami Scowcroft, Business Services Officer: Tami.Scowcroft@edcgov.us

III. BACKGROUND INFORMATION

The Agency is a special district formed by the 1959 El Dorado County Water Agency Act, Water Code Appendix Ch. 96 (Act), which empowers the Agency to develop and manage water resources countywide. Its mission is to ensure El Dorado County has adequate and affordable water to maintain economic prosperity, protect the environment, and support the rural-agriculture way of life for today and in the future.

The Agency collaborates with water entities to develop local water supplies and resource management strategies to proactively address long-term water supply reliability, climate resiliency, and regulatory requirements. Its role and responsibilities in countywide water resource development and management are designed to fulfill the County of El Dorado's General Plan. The Agency does not own any water facilities nor provide water supply directly to any water users.

The Agency's actions and direction are based on the 2019 Water Resources Development and Management Plan (WRDMP), a long-term policy document outlining resource management strategies to proactively address changing water resources needs, regulatory requirements, and climate variability. This document and additional information about the Agency are available at <https://edwateragency.org/>.

IV. ANTICIPATED SCOPE OF WORK

The anticipated scope of work is found in Attachment "A" attached to this RFQ. The successful qualification(s) will demonstrate sufficient staff resources, expertise, relevant experience, and lack of disabling professional conflicts to perform the anticipated scope of work, along with demonstrated commitments to cost control and client service that meet the Agency's needs. Each bidder may elect to bid on one or more of the categories specified in Attachment "A."

V. QUESTIONS/ADDENDA

Any questions regarding this RFQ shall be submitted in writing via email to the contact person listed below. **To be considered, questions must be received by the Agency no later than 5:00 p.m. on August 28, 2023.**

Contact: Kyle Ericson, Water Agency Resources Engineer
E-mail: Kyle.Ericson@edcgov.us

The Agency may, if deemed necessary, respond to such questions by issuance of formal written addenda, interpreting or clarifying the requirements of this RFQ. The Agency may also issue addenda to modify the RFQ as deemed advisable by the Agency. All such addenda shall be part of this RFQ and binding upon each proposer.

The Agency may, upon inquiry, orally direct a firm's attention to specific provisions of the RFQ which cover the subject of the inquiry. However, all supplemental information provided by the Agency during the RFQ process shall not be binding unless communicated by formal written addenda.

The most current supporting information and addenda for this RFQ can be found on the Agency business webpage: <https://edwateragency.org/Pages/Water-Agency-Newsroom.aspx>. It shall be the Consultant's responsibility to check this webpage to obtain any addenda that may be issued.

The Agency will not conduct formal interviews but may contact proposers to clarify information in their proposals.

VI. INFORMATION TO BE SUBMITTED IN PROPOSAL

A. FORMAT

Each proposal shall be emailed to the contact person and by the date listed in Section II. The SOQ must be provided in a **searchable and bookmarked PDF file format** and must stay within the page limits defined below. Text must be in at least 10 point font.

B. CONTENT

To simplify the process and to obtain the maximum degree of comparability, the proposal must be organized and divided into the following sections, and stay within the identified single-sided page lengths:

1. Transmittal Letter (1 page)

Responses shall include a description of proposer's capabilities in providing its services to the Agency and provide a brief synopsis of the highlights of the SOQ and overall benefits of the proposal to the Agency. The letter must also identify the authorized signatory(ies) for the proposer and include their signature(s). Unsigned submittals or submittals signed by an individual not authorized to bind the prospective consultant will be considered nonresponsive and rejected.

2. Title Page (1 page)

The title of the SOQ. This should include the RFQ subject, the name of your firm, place of business, telephone number, contact person name, e-mail address, and the date. If applicable, indicate other firms serving as sub-consultants.

3. Table of Contents (1 page)

An SOQ must include a table of contents listing the individual sections of the proposal and their corresponding page numbers. The PDF form should have a bookmark link for the start of each section.

4. Section 1 – Company Overview (up to 2 pages)

Provide a brief overview of the company. This should demonstrate the firm's knowledge of and capability to provide reliable high-quality services related to

the anticipated scope of work specified in Attachment A. This section should effectively demonstrate a thorough understanding of the delivery of various types of activities the Agency will undertake as set forth in Attachment A. Also describe your firm's ability to provide quality assurance and control for all work products.

5. Section 2 – Relevant Experience and Expertise

This section will be organized as follows:

- **Overview (up to 2 pages):** Describe the experience and expertise of your firm and/or project team members in providing the service sought by the Agency. Identify representative clients. Compare and contrast their size, public or private-sector status, location, and operational activities to those of the Agency. Include a description of the organization and project team experience. Describe project management and QA/QC.
- **Project Spotlights (1 to 4 pages¹):** For each category in Attachment A that qualifications are being submitted for, describe one (1) project that best demonstrates your firm's capability for that category. Preference is for projects completed within the last 5 years. Client references must be provided in Section 5 for each spotlighted project. It is recognized that some Attachment A categories have a wide scope of work; the spotlighted project does not need to address all potential scope.
- **Supporting Project Experience (1 to 4 pages¹):** For each category in Attachment A that qualifications are being submitted for, provide information on two (2) additional projects. These projects should be summarized on a half-page each. Identify if a project demonstrates experience in multiple Attachment A categories.

6. Section 3 – Project Personnel (up to 5 pages)

Identify the contract manager, project manager, and key staff you expect to work on the project team, including sub-consultants, if any. Provide resumes for each member of the team in Appendix A. Describe with particularity the specific areas of expertise of each team member, and the specific education, experience, or other information that substantiates that expertise. Note that project team members may not be substituted during the Contract term without the written approval of Agency.

For each professional/technical staff on the list, the following information shall be included, at a minimum:

1. Their name, job title, years of experience, years with the firm, and the city of the office in which the individual will work;
2. The role that person will play in connection with the RFQ;
3. Their education background;
4. Their relevant experience, certifications, and/or merits

This information can be provided in the form of one or more lists or organizational charts. Individual staff resumes shall be included as an appendix as listed below.

¹ One page allocation for each category in Attachment A that qualifications are being submitted for.

7. Section 4 – Client References (up to 1 page)

Provide a list of clients references who would be able to discuss your involvement and contribution to projects similar to those listed in this RFQ. Client references must be provided for each spotlighted project in Section 1. A minimum of three (3) client references must be provided. For each reference, provide the company's name and address, a contact person's name, phone number and email, and services provided with dates of services. Verify that the contact information for all references provided is current and valid. The Agency may contact some or all the references provided in order to determine your performance record.

8. Section 5 – Contract and Insurance Requirements and Conflicts of Interest (up to 2 pages)

All successful proposers will be required to execute a contract in the form shown in Attachment "B" attached hereto and to meet the insurance requirements of Paragraph 9 of Attachment "B". Professional liability insurance is required for all professional services categories. Please indicate your firm's willingness and ability to comply with these requirements or set forth any requested exceptions. Identify all current and reasonably foreseeable actual or potential professional conflicts that could hinder the provision of the requested services, and propose means of managing any such conflicts.

9. Section 6 - Cost of Services (up to 1 page for your firm; plus up to 1 additional page for each subconsultant, if any)

All proposals must include a complete and current table of hourly rates and charges (including any subconsultants) for all labor categories reasonably anticipated to perform work under the proposed contract. Refer to Attachment B, Exhibit B for the table format. Firms and subconsultants are eligible to update rates on July 1 of even years (e.g., July 1, 2024, July 1, 2026), if desired. Information on allowable reimbursable expenses are described in Attachment B of the RFQ. Note that no administrative charges or markups are allowed.

10. Appendix A – Staff Resumes (no page limit)

Provide a resume for each of the individuals listed in Section 3.

C. NON-DISCLOSURE AND DISCLOSURE OF QUALIFICATIONS

Qualifications will be held in confidence during the evaluation process until Agency staff issues a Notice of Intent to selected consultants for participation in the Agency's vendor pool. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (Act).

VII. SELECTION CRITERIA

A. GENERAL

The proposals received shall be subject to an evaluation by the Agency for the full range of services, whether provided by its own staff or subconsultants and as deemed appropriate for purposes of selection. Each bidder may elect to bid on one or more of the categories specified in Attachment A. The proposals will be evaluated separately for each category. Based on the type and quantity of qualifications received, the Agency may elect to evaluate small and large firms separately. The evaluation will be made according to the following criteria and their respective weights:

Criteria Category	Description	Weight
1. Completeness of Response	<ul style="list-style-type: none"> • Responses to this RFQ must be complete. Responses that do not include the content required by this RFQ and any subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a “Fail” in the Evaluation Criteria and will receive no further consideration. 	Pass/Fail
2. Understanding of and Capability to Perform Scope in the RFQ	<ul style="list-style-type: none"> • You demonstrated a thorough understanding of the purpose and scope of the procurement and the Agency’s typical projects. • You demonstrated a high level of understanding of the Agency’s mission and its 2019 Water Resources Development and Management Plan. • You identified pertinent issues and potential problems related to the Agency's typical projects. • You demonstrate an understanding of the deliverables required for the typical project. • You demonstrated your capability of developing innovative or advanced techniques. 	40%
3. Relevant Work Experience and Expertise	<ul style="list-style-type: none"> • You demonstrated your familiarity with local, state and federal procedures and regulations applicable to Attachment A categories being proposed on. • You effectively demonstrate technical ability to perform activities consistent with the anticipated scope of work 	30%
4. Project Team Quality and Capabilities	<ul style="list-style-type: none"> • The individuals assigned to the project have experience on similar projects (roles and tasks on said projects should at least be similar) • The personnel designated in the SOQ have been involved with similar projects in the last 5 years. • The personnel designated to work on the projects have extensive applicable education, experience and the certification required. • You demonstrated having personnel, time and other resources to deliver on call services that may arise with short notice. 	20%
5. Financial Responsibility	<ul style="list-style-type: none"> • Your SOQ includes the required statement certifying your financial management system meets the standards set forth in the RFQ. • You demonstrated how your rates are financially responsible and competitive. • You demonstrated your ability to manage expenses and keep costs within budget. 	10%

Unless otherwise noted above, the criteria will be graded on a one to five-point scale as follows:

- **1 – Poor:** Below average, falls short of expectations; is substandard to the average or expected norm, has a low probability of success in achieving objectives per RFQ.
- **2 – Fair:** Has a reasonable probability of success, however, some objectives may not be met.
- **3 – Average:** Acceptable, achieves all objectives in a reasonable fashion per RFQ specification.
- **4 – Good:** Good probability of success, better than the average or expected as the norm. Achieves all objectives per RFQ requirements and expectations
- **5 – Excellent:** Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFQ specification.

B. FINAL SELECTION

At the conclusion of the RFQ response evaluation process, the Agency will notify all proposers by e-mail, of the vendor pool award recommendation, if any. The highest scoring proposals for each category specified in Attachment A will be considered for participation in the vendor pool. Agency staff presently anticipates making vendor pool recommendations to the Agency’s Board of Directors at its regularly scheduled meeting of October 11, 2023. Proposers will be notified by September 29, 2023.

Agency staff anticipates recommending award of multiple contracts through the vendor pool. The Agency reserves the right to reject any or all proposals and to re-issue this RFQ. The Agency may waive any minor informalities or irregularities in any proposal that are immaterial and inconsequential in nature. The Agency reserves the right to request additional written or oral information from proposers to obtain clarification of their proposals.

The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Board of Directors, after which Final Standard Agreement terms and conditions will be negotiated with the selected consultant(s).

VIII. ATTACHMENTS

“A” – Anticipated Scope of Work

“B” – Standard Professional Services Agreement

ATTACHMENT A: Anticipated Scope of Work

The 2019 WRDMP provides information on the types of activities the Agency will undertake. Typical water resources technical support work to be performed for the Agency may include the following four categories:

1. Water Resources Planning and Management

The Agency's various activities aim to deliver proactive water resource development and management to secure the county's water future. As such, the Agency generally focuses on high-level and policy-oriented planning for adaptive management. Each project balances the various long-term environmental, social, and economic needs. This category necessitates familiarity with state and federal requirements associated with various levels of study. Activities under this category may include, but are not limited to, the following:

- Hydrologic and hydraulic analyses
- Water resources and watershed strategic planning
- Agricultural economic analysis and assessments
- Stormwater resource planning / drainage assessments
- Economic and financing assessments and strategy
- Climate vulnerability assessments and adaptation strategies
- Hazard mitigation planning and disaster response
- Program/project management

2. Environmental Compliance and Permitting

This category includes activities related to preparing the proper environmental compliance documentation for, and obtaining the required permissions from, local, state, and federal agencies. Projects under this category require knowledge of California Environmental Quality Act and National Environmental Policy Act requirements.

3. Engineering Services

This category may include pre-design, design, final design, and cost-estimating activities. Engineering services may be performed for projects such as, but not limited to, water storage, groundwater wells, raw and potable water conveyance, hydropower, and drainage.

4. Supporting Services

Supporting services such as the following may be needed to successfully implement the activities in the above three categories:

- Grant funding/management
- Technical writing
- Facilitation services for stakeholder groups
- Graphics

ATTACHMENT B: Standard Professional Services Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
EL DORADO COUNTY WATER AGENCY AND**

THIS AGREEMENT is made and entered into by the El Dorado County Water Agency, (“Agency”), a California public agency formed pursuant to the El Dorado County Water Agency Act, California Water Code Appendices Chapter 96, and **NAME OF CONSULTANT (also dba NAME)**, a(n) **DESIGNATE BUSINESS ENTITY TYPE [e.g., a California corporation, partnership, LLP, or an individual]**, (“Consultant”), (the “Agreement”) with reference to the following facts:

A. Agency has determined that it is necessary to the accomplishment of its law mandated duties to obtain a consultant to provide the professional services described in, and on the terms agreed by, this Agreement.

B. Consultant represents that: (i) Consultant is a business entity that is, and at all times during the performance of Services under this Agreement shall remain, qualified to and is transacting business in California; (ii) Consultant’s principal business is that for which Consultant is engaged under this Agreement; and (iii) Consultant is specially trained, experienced, expert and competent to perform the professional services required by this Agreement. Agency has determined to and does rely on each and all such representations.

C. It is Agency’s requirement and Consultant agrees that all Consultant’s activities, operations and professional services (collectively, “Services”) that are described and approved in all Agency issued Task Orders that are performed for Agency under this Agreement shall comply and be in conformity with all applicable federal, state and local laws, rules and regulations, this Agreement and Task Orders.

D. Consultant was selected based on the Consultant’s proposal dated [REDACTED] which was received in response to the Agency’s competitive vendor pool request for qualifications (released by Agency [REDACTED]), and a vendor pool agreement was awarded by the Agency’s Board of Directors on [REDACTED]. Consultant was among the approved vendors included in the Agency’s Board award.

E. Agency has determined that the provision of Services by Consultant pursuant to this Agreement is in the public’s best interest, is more economically and feasibly performed by outside independent consultants, and is authorized by Government Code Section 31000.

NOW, THEREFORE, in consideration of the factual recitals and representations, above, Agency and Consultant mutually agree as follows:

1. Scope of Services. The Services to be provided by Consultant pursuant to this Agreement are [REDACTED] all as more specifically described in the approved Task Orders attached to and collectively made a part of this Agreement as Exhibit “A”. Consultant shall only

perform Services described in the attached Task Orders, and such other Task Order as Agency may issue from time to time, which, shall automatically be made a part of and be subject to all the terms and conditions of this Agreement. Task Orders shall be numbered consecutively and, while each of them is independent of each other, all such Task Orders are subject to the terms of this Agreement. Task Orders may be issued or amended, but only as provided in Section 12.b. of this Agreement.

2. Term. The term of Consultant's engagement to provide Services for this Agreement shall begin on [REDACTED], its Effective Date, and extend through until all Task Orders are complete or as provided in Section 6 of this Agreement.

3. Compensation and Billings for Services. Agency agrees to pay Consultant, and Consultant agrees to accept, the Consultant's Compensation as compensation in full for all Services performed by Consultant under this Agreement and all its authorized Task Orders, as follows:

a. **Task Orders.** Consultant's Exhibit "A" Task Orders represents Consultant's best estimate of the costs and expenses necessary and required for Consultant to timely and completely perform all of the Services described on the Exhibit "A" Task Orders. While the indicated costs for each task and the related subtasks, and deliverables are the result and product of Consultant's best estimate, the inclusion of such costs on the attached Task Orders is a Contracted Amount which shall not be increased, changed, amended, shifted or deleted except upon Agency's prior written approval. Consultant shall not bill Agency, nor shall Agency be responsible for amounts in excess of the approved Contracted Amount. Funding for all Services and work necessary, required or convenient to completely perform the Services shall be set as described in Section 5 of this Agreement.

b. **Task Orders, Tasks and Subtasks.** Each Task Order is a distinct unit of the Services, which includes a description of work to be performed, the deliverables or milestones, Contracted Amount, and time of performance, which may not exceed the term of this Agreement. Funding may not be moved between Task Orders. Tasks or deliverables of each Task Order shall not be increased, changed, amended, shifted or deleted except upon Agency's prior written approval.

In the event that actual costs to perform tasks, subtasks, or deliverables identified in a Task Order becomes or is greater or less than projected by Consultant, at Consultant's earliest opportunity and knowledge of such cost difference, Consultant shall provide Agency with an updated budget as it relates solely to such difference for Agency's prior written approval and authorization to either increase or decrease the Contracted Amount to ensure that the Services are completed within the Contracted Amount as it may be so adjusted by Agency. Requests by Consultant to reallocate compensation identified in the Task Orders between or among subtasks of the tasks require a showing to Agency's satisfaction and prior written approval that such reallocation is reasonably necessary to timely and completely perform all of the Services of the Task Order. Failure or refusal by Agency to approve any such request shall not be or be deemed to be a default or action in bad faith by Agency of this Agreement.

c. **Agreed Hourly Rates.** The Agreed Hourly Rates for authorized Consultant employees and sub-consultants are attached and made part of this Agreement as Exhibit "B". Consultant shall be compensated for work at the agreed hourly rates, billed in increments of one-tenths (1/10) hour segments. If Consultant desires to add employees or sub-consultants, Consultant shall submit resumes and proposed rates of additional personnel for Agency approval

prior to adding the personnel. Overtime rates shall be disallowed. Consultant has considered its administrative overhead (e.g., but not limited to, internal telephone, faxes, postage, copies, travel time to and from Agency, support staff and computer assistance) in the Agreed Hourly Rates and such costs shall be borne by the Consultant without reimbursement or additional compensation from Agency. Such rates shall be in effect until the completion of all Task Orders.

d. **Billing.** Consultant shall bill in arrears using the Agreed Hourly Rates, not more frequently than monthly, but not less frequently than bi-monthly, by submitting an itemized statement that provides a breakdown of Services provided under each Task Order, copies of all backup data and information, including invoices of approved sub-consultants. Each statement shall be accompanied by a budget summary by Task Order listing the Tasks, related budget amount, prior billing amounts, current invoice amount, budget balance, percentage of budget expended, and percentage of work complete; as well as a list of milestones by Task Order, the original deadline, revised deadline, and date completed. Statements shall be submitted to the address provided in Section 13. h. in accordance with Agency's Invoicing Requirements and Expense Documentation Procedure, a copy of which is attached to and made a part of this Agreement as Exhibit "C" or such other Procedure as Agency may later adopt, which shall automatically be made a part of this Agreement as the agreed substituted Exhibit "C" effective as of the date of Agency's adoption.

e. **Reimbursement of Expenses.** Sub-consultant and direct costs for the deliverables as described in the attached Task Orders are reimbursable. No mark-up, multiplier or other adjustment of sub-consultant invoices or deliverables shall be made or paid. Travel expenses shall be reimbursed in accordance with the policies and rates set forth in the El Dorado County Water Agency's Consultant Travel Policy attached as Exhibit "D", or such other travel policy as Agency later adopts, which shall automatically be made a part of this Agreement as the agreed substituted Exhibit "D" effective as of the date of Agency's adoption. Consultant shall not charge Agency for preparation or review of invoices or supporting documents, for the implementation of internal procedures associated with invoices, for consultant's time in traveling to or from Agency's offices, or for Consultant's time in participating in the meet and confer obligations required by Section 3.f.. Consultant: is responsible to ensure that sub-consultants are billing in accordance with sub-consultants' contract rates; represents all sub-consultant documentation complies with all requirements of sub-consultants' contracts and this Agreement; and to resolve any issues with the sub-consultants.

f. **Payment of Invoices.** Agency will endeavor to pay approved invoices within thirty (30) days following Agency's receipt and approval of invoices, however, Agency shall not be in default of this Agreement if such payment is made within forty-five (45) days of such receipt and approval. If Agency disapproves of all or any portion of an invoice, it shall so notify Consultant within thirty (30) days of receiving the statement. Agency and Consultant shall meet and confer and shall exert their best efforts to resolve any objections by Agency to an invoice within the ensuing thirty (30) days. Consultant shall not suspend or discontinue performance of Services during any period of invoice resolution and nonpayment.

4. Independent Consultant Liability. Consultant is independent and solely responsible, and assumes full liability, for all acts of persons and entities, including its officers, employees and associates, and those of all sub-consultants engaged by Consultant in the performance of Services pursuant to this Agreement. Consultant shall be responsible for performing the Services under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and the negligent acts of its officers, employees and others engaged by Consultant, including but without limiting the generality of the foregoing, sub-consultants in the

performance of Services and all activities and conduct reasonably necessary or required to perform Services under this Agreement. Agency shall have no right of control over the manner or means in which the Services are to be performed, and, therefore, shall not have or be charged with liability or responsibility of preventing risks to Consultant, its officers, employees, sub-contractors, sub-consultants and all others performing any of the Services under this Agreement, from all of which Consultant shall indemnify Agency as provided in Section 8 of this Agreement.

5. Fiscal Considerations. The parties to this Agreement recognize and acknowledge that Agency is a governmental entity within the State of California. As such, Agency 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 Agency's business, Agency will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget may not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, Agency shall give notice of termination of this Agreement or affected Task Order in the event of adoption of a proposed budget that does not provide funds for the professional services required by this Agreement or Task Orders. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement or Task Orders. Upon the effective date of such notice, this Agreement or Task Order shall be automatically terminated and Agency released from any further liability hereunder. Terms of Section 6.d. shall also apply.

In addition to the above, should Agency's Board of Directors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were contracted to be performed pursuant to this Agreement, then, in the sole discretion of the Agency, this Agreement or affected Task Orders may be deemed to be terminated in its entirety or reduced in scope or cost or both, subject to payment for services performed prior to termination or reduction.

6. Suspension, Default and Termination of Services.

a. Agency may direct Consultant by written notice to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Agency may determine in its sole discretion. Agency may give any such notice without cause. Such notices will be served and be effective as is provided in this Agreement for notices. Consultant shall suspend the performance of Services under this Agreement on the date and to the extent specified in the notice. The actual period of time Services are suspended by Agency shall be treated by the Agency as an excusable delay for the performance of Services by Consultant, but only for the duration of such suspension.

b. Agency may terminate performance of Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a breach of this Agreement, or part thereof, that Agency considers material and not cure such breach within ten (10) calendar days of the date of Agency's written notice to Consultant demanding such cure. In the event Agency terminates this Agreement for default, Consultant shall be liable to Agency for all loss, cost, expense, damage and liability resulting directly or indirectly from such breach, default and termination.

c. Agency may terminate performance of Services under this Agreement in whole, or from time to time in part, for convenience, whenever Agency determines that such termination is in Agency's best interest. In the event Agency terminates this Agreement for convenience,

Consultant shall be entitled to be paid for Services satisfactorily performed to the termination date, but may recover no other cost, damage or expense.

d. Following any termination or suspension under Sections 5, 6 or 9.g. Consultant shall: (i) stop Services under this Agreement or affected Task Order on the date and to the extent specified in the notice of termination; (ii) terminate and settle all outstanding liabilities, claims and subcontracts, including those arising out of such termination of sub-consultants; (iii) complete performance of any part of the Services which were not terminated; and (iv) take such action as may be necessary, or as Agency may direct, for the protection and preservation of any Work Product or documents acquired from the Agency as related to this Agreement, regardless of state of completion, which is in Consultant's possession and in which Agency has or may acquire an interest.

7. Confidentiality and Ownership of Work Product. Any interest of Consultant or its sub-consultants in studies, reports, memoranda, graphs, charts, maps, figures, or any other documents (including all electronic and media representations of any of them) prepared by Consultant or its sub-consultants at any time in connection with the Services, shall be, immediately upon its creation, the property ("Work Product") of Agency. Promptly upon request of Agency any and all of such Work Product shall be delivered to Agency without further, additional or any other cost of creation, delivery, or transmission.

Consultant shall maintain the confidentiality and privileged nature of all Work Product, or other data and information relative to its Services. Consultant, and all Consultant's staff, employees, and representatives, including any sub-consultants authorized herein, shall not use or disclose, directly or indirectly at any time, any such confidential information, other than to Agency for the purpose of, and in the performance of, this Agreement. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Paragraph.

8. Indemnity. Consultant shall indemnify and defend (with legal counsel reasonably acceptable to Agency), and hold Agency and its officers, directors, agents, officials, representatives, employees, consultants performing essential Agency services and authorized volunteers, and each and all of them (collectively "Agency Parties") harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description (including, without limitation, court costs, attorneys' fees, litigation expenses and fees of expert consultants and/or expert witnesses and costs of investigation, and all appellate representation of Agency), brought for, or on account of, injuries to or death of any person, including but not limited to Agency Parties, and the public, or damage to property, which are claimed to or in any way arise out of or are connected with errors, omissions, or acts in the Consultant's or sub-consultants' performance of Services, operations, performance or imputed performance of or under this Agreement regardless of the existence or degree of fault or negligence on the part of the Agency, except for the sole, or active negligence of Agency, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save Agency harmless includes the duties to defend set forth in California Civil Code Section 2778.

9. Insurance. As a condition to the effectiveness, and Agency's obligations of performance, of this Agreement, Consultant shall continuously maintain insurance that is owned by and names Consultant (and all businesses under which Consultant transacts business), as the named and

primary covered insured in a form acceptable to Agency to be in full force and effect from the first day of the term of and throughout this Agreement, and shall provide proof of such policies of insurance satisfactory to El Dorado County Risk Management, or such other representative that Agency designates, ("Risk Management") and documentation evidencing that Consultant maintains insurance that meets these 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 \$1,000,000.00 combined single limit on an occurrence basis, each, for bodily injury and property damage.

c. Automobile Liability Insurance of not less than \$1,000,000.00, each occurrence including coverage for owned, non-owned and hired vehicles, used by the Consultant in the performance of this Agreement.

d. Professional Liability Insurance. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, provide Professional Liability Insurance (for example, malpractice insurance) coverage for the performance of such services on an occurrence basis with a limit of liability of not less than \$1,000,000.00 per occurrence, and Consultant shall maintain such insurance for a period of four (4) years after completion of the Services.

e. Consultant shall furnish certificate(s) of insurance satisfactory to Risk Management as evidence that the insurance required above is being maintained.

f. All insurance will be issued by insurance companies acceptable to Risk Management.

g. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event Consultant or Agency is notified that any insurance coverage is or will: (i) be reduced by the payment, including reservation for payment, of claims and expenses; or (ii) expire, at any time or times during the term of this Agreement, Consultant agrees to provide, at least thirty (30) days prior to any such event or events, a certificate of insurance evidencing either increased limits, or new insurance, that provide the full coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year, whichever is longer. New and increased limits of coverage 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, or provide increased limits, or new, insurance coverage as herein provided, Agency may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event without any curative period as provided in Section 6.b. of this Agreement.

h. Certificates of insurance must include the following provisions stating that:

i) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Agency;

ii) Agency, its officers, directors, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this

Agreement are concerned. This provision shall apply to the Commercial General Liability Insurance policy; and

iii) The insurer waives all rights of subrogation against Agency, its officers, directors, officials, employees and volunteers.

i. The Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, directors, officials, employees and volunteers. Any insurance or self-insurance maintained by Agency, its officers, directors, officials, employees or volunteers shall be excess of Consultant's and any required sub-consultants' insurance and shall not contribute with it.

j. All deductibles must be declared to and be approved by Risk Management. At the option of Risk Management, the insurer shall either reduce such deductibles to amounts acceptable to or as are specified by Risk Management, or eliminate such deductibles.

k. Any failure to comply with the reporting provisions of the policies shall constitute a default of this Agreement with Agency.

l. The insurance companies shall have no recourse against Agency, its officers, directors, officials, employees and volunteers or any of them, for payment of any premiums, deductibles or assessments under any policy issued by any insurance company.

m. Consultant's obligations are and shall: (i) not be limited by the foregoing insurance amounts or requirements; and (ii) shall survive expiration, termination or performance of this Agreement.

n. All agreements between Consultant and sub-consultants which arise out of or are in furtherance of this Agreement shall be in writing and shall include all of the foregoing insurance requirements, proof of compliance with which Consultant shall furnish to Agency before the commencement of work or Services by any sub-consultant.

o. Certificates of insurance shall meet such additional standards as may be determined by Agency, either independently or in consultation with Risk Management, or others, deemed essential by Agency for its protection.

10. Interest of Public Official. No official or employee of Agency 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 interests or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Agency have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Interest of Consultant. As a condition to this Agreement Consultant understands that it is deemed to be and Consultant represents that it is, familiar with Sections 1090, et seq. and Section 87100, et seq. of the California Government Code and that it does not know of any facts that do or would constitute a violation of either of those Code sections. Consultant covenants and represents that Consultant and sub-consultants do not now have and during the existence of this Agreement shall not acquire any personal or financial interest in: i) any other contract connected with or directly affected by the Services to be performed under this Agreement; or ii) any other entities connected with or directly affected by the Services to be performed under this Agreement.

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

Consultant shall promptly notify Agency in writing, as required by Section 12.i., of all potential conflicts of interest or any prospective business association, interest, or other circumstance, which may influence or appear to influence Consultant's or sub-consultants' judgment or quality of Services being provided or required by the terms of this Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that Consultant or sub-consultants may undertake, and request Agency's opinion as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by Consultant or sub-consultants.

Agency agrees to notify Consultant of its opinion by mail within thirty (30) days of receipt of notification from Consultant. If, in the opinion of Agency, the prospective business association, interest or circumstance would not constitute a conflict of interest by Consultant or sub-consultants, Agency shall so state in the notification and Consultant shall, at its option, enter into such association, interest or circumstance, and, so long as the facts upon which such determination is made remain unchanged, it shall be deemed not in conflict under the terms of this Agreement. If Agency is of the opinion such prospective activity could constitute a conflict of interest in, or materially impair, in the sole judgment or perception of Agency, the performance by Consultant of this Agreement, Agency shall so notify Consultant who agrees not to enter, and to restrict such sub-consultant from entering, into such association, interest or circumstance.

12. General Provisions.

a. Changes to this Agreement and Task Orders. This Agreement may only be amended by mutual consent of Agency and Consultant. Such amendment shall become effective only when in writing by Agreement Amendment or Task Order and fully executed by duly authorized officers of Agency and Consultant.

b. Action by Agency. Whenever in this Agreement any action of the Agency is needed, required or specified, including but not limited to approvals and signatures, such action shall only be made by or in a prior writing approved and signed by the Agency's General Manager in accordance with the Agency's Board adopted Policies.

c. Maintenance of Records. Consultant and all sub-consultants shall maintain complete and accurate records and accounts of all Services performed, including experts and all Work Product, pursuant to this Agreement for four (4) years after the expiration or termination of this Agreement. As a covenant that shall survive the expiration or sooner termination of this Agreement, Consultant shall make all such records available for inspection and copying by authorized representatives of Agency at any reasonable time upon request. Consultant shall also require sub-consultants to maintain and make available for inspection and copying all such records upon Agency's request.

d. Assignment and Delegation. Consultant is engaged by Agency for its unique qualifications and skills, and may not assign this Agreement or delegate the performance of Services, in whole or in part, without prior Agency approval.

e. Independent Contractor. Consultant shall be an independent contractor and shall not be deemed to be an employee of the Agency for any purpose.

f. Responsible Principal. Consultant shall have a Responsible Principal who shall be responsible for Consultant's performance of all of its obligations and Services under this Agreement. The name of the Responsible Principal is Jeff Meyer. The Responsible Principal shall serve as principal liaison between the Agency and the Consultant. Consultant may not designate another Responsible Principal without Agency's prior written consent.

g. California Residency (Form 590). All independent Consultants providing services to the Agency must, if applicable, file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. If applicable, Consultant will be required to submit a Form 590 prior to execution of this Agreement, or Agency shall withhold a percentage of each payment, as required by California law, made to the Consultant during term of the Agreement.

h. Taxpayer Identification. All independent contractors or corporations providing services to the Agency must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

i. Notices. All notices to be given by the parties shall be in writing and served by deposit of the notice in the United States Post Office, first class postage prepaid, return receipt requested. Failure to sign the return receipt will not impair or invalidate the notice. All notices however sent shall be effective as of the date of the sender's postage receipt, or immediately upon receipt if delivered personally or by overnight or other courier delivery services. Notices to Agency shall be addressed as follows:

El Dorado County Water Agency
1107 Investment Blvd, Suite 240
El Dorado Hills, CA 95762
ATTN: [REDACTED]

or to such other address or location as the Agency directs.

Notices to Consultant shall be addressed as follows:

[REDACTED]
[REDACTED]
[REDACTED]
ATTN: [REDACTED]

or to such other address or location as Consultant directs.

j. Conflict of Agreement and Task Orders. Where a conflict arises between a Task Order and this Agreement, the terms of this Agreement shall prevail.

k. Interpretation; Partial Invalidity. Both parties have had sufficient opportunity to review this Agreement and to consult with legal counsel before executing it. This Agreement shall therefore be construed in accordance with its plain meaning and not in favor of or against any party. Paragraph headings are for convenience only and shall not be relied upon in construing this Agreement. 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.

l. Venue; Fees and Cost. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, (and, if subsequently agreed, 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. In any action to interpret or enforce the terms of this Agreement or to adjudicate any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement no party shall be entitled to recover attorneys' fees or costs in addition to any other relief to which such party may be entitled.

m. No Incidental, etc. Damages. Notwithstanding any other provision of this Agreement, in no event shall Agency be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed or to be performed in connection with this Agreement or action taken by Agency pursuant to Section 6 of this Agreement.

n. No Third Party Beneficiaries. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

o. Authorized Signatures. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind each party to the covenants, duties, obligations and responsibilities of this Agreement.

p. Assignment. This Agreement is for professional services and may not be assigned in whole or in part.

q. Time is of the Essence. Agency and Consultant each agree that time is expressly made of the essence in the performance of each and every covenant and occurrence of each and every condition of this Agreement. Any express or implied waiver of this provision, including by conduct, estoppel or otherwise, may be terminated and time made of the essence again upon ten (10) days prior written notice.

r. Consultant's response to Agency's vendor pool request for qualifications. Consultant agrees that its response to the Agency's vendor pool request for qualifications constitutes continuing representations to the Agency regarding Consultant's qualifications, staff, hourly billing rates, among other statements ("Representations") on which Agency's Board relied in making its award on [REDACTED], and which Representations Consultant understands were and will for the duration of this Agreement continue to be material inducements and representations to Agency on which the Agency's Board reasonably relied in making its award. As a consequence, any change or deviation from such Consultant's Representations will be considered by the Agency as a default and subject to the provisions and remedies of Section 6 of this Agreement, unless approved by prior written Agency Board action. The Representations may only be used as the best evidence of what they are and not to interpret, explain or contradict this Agreement, its exhibits, terms and provisions.

s. Entire Agreement. This Agreement and the attached exhibits are the entire agreement between the Agency and Consultant, and they supersede all prior written or oral negotiations, agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below as of its Effective Date.

-- EL DORADO COUNTY WATER AGENCY --

Dated: _____

By _____

-- CONSULTANT --

Dated: _____

a California Corporation

By _____

Exhibit A – Task Order Scope of Work

Award of a vendor pool contract does not in-and-of-itself entitle the selected firm to any work of the Agency or payment from the Agency but instead provides the Agency with a list of contracted firms if and when the Agency decides to use the vendor pool services in performance of a project. Each project entered into under the vendor pool contract shall be performed on a time and materials basis, at the rates listed in the Professional Services Agreement and for the not-to-exceed price listed in the Task Order.

Should your firm be requested by the Agency to perform a project, your firm will develop an individual Task Order for Agency approval. The scope of work must include:

- Purpose for the Task Order, as relevant to Agency's goals and mission
- For each task/subtask, include:
 - Detailed description of the task or subtask
 - List of assumptions
 - List of deliverables
- Summary table showing schedule and cost for each task/subtask

Exhibit B – Cost of Services

This table shall match the Section 7 Cost of Services included in your SOQ.

Labor Category	Hourly Rate

Project-specific expenses outside of the normal expenses routinely incurred to perform the anticipated scope of work may be authorized by the Agency on a case-by-case basis at the time it requests proposals for an individual project depending on the circumstances of the individual project, such as, for example, if the project is located in a remote area. Any such additional costs will not, however, be paid unless expressly listed in the project’s scope of work executed by Consultant and Agency.

Exhibit C – Invoicing Requirements and Expense Documentation Procedure

Invoices to the Agency, must include the following:

Task Order Summary

Each invoice should include a cover letter summarizing the invoicing period's activities, specifically:

- General Information
 - Vendor name
 - Payment mailing address
 - Contact person, phone number, and email
 - Project name (include Agency or EDWA)
 - Agency provided purchase order or task order number

- Budget Status Information
 - Invoice period
 - Not-to-exceed budget
 - Amount invoiced this period
 - Amount remaining
 - Percent of task order expended

- Summary of activities – Provide a bulleted list of activities performed this invoice period by task/subtask.
 - List any deliverables provided to client
 - List any meetings along with date, purpose, and attendees
 - Summarize any other progress made to date to justify time spent this period

Hourly Billing Rate Information

- For each task/subtask, include:
 - Employee name
 - Labor category
 - Number of hours worked
 - Hourly rate
 - Total amount expended for the task
- Overtime rates are not allowed.
- If employees are added to the project, copies of the resume(s) must be submitted to the Agency for prior approval.

Reimbursable Expenses

See Attachment B of this RFQ for information on expenses that are reimbursable.

Where allowed by Agency contract or approved under Consultant Travel Policy:

- Mileage: Include date, destination, purpose, and miles
- Travel: Copies of receipts with travel dates, amounts, purpose, and employee name(s)
- Miscellaneous costs: Copies of receipts with dates, project name, and purpose
- Excluded:

- Costs and time for preparation or review of invoices or supporting documents.
- Mark-ups on any expenses
- Consultant must inform Agency before any reimbursable expenses are incurred for prior approval.

Sub-consultants (if applicable)

- Consultant is responsible for
 - Verifying all sub-consultant documentation complies with all requirements listed above and
 - Providing copies of the invoices and back-up documentation with the Consultant's billing.
- Add-ons, mark-ups and other billing adjustments are not allowed

Note: All labor costs and reimbursable expenses must be in compliance with the contracted not-to-exceed amounts and cost of services rates. If amounts submitted are exceeded, the invoice will be adjusted to not exceed the contracted amount and paid at approved rates.

Exhibit D – El Dorado County Water Agency’s Consultant Travel Policy



**EL DORADO COUNTY WATER AGENCY
BOARD OF DIRECTORS'**

Subject:	Policy No. B-1006	Page 1 of 8
Travel Policy	Date Adopted: May 12, 2010	Revised Date: November 8, 2017 November 12, 2020

1.00 INTRODUCTION

1.01 Purpose

Agency employees should not suffer any undue loss when required to travel on official Agency business, nor should employees gain any undue benefit from travel. The purpose of the Travel Policy ("Policy") is to establish the guidelines for reimbursing employees travel expenses in a manner that conserves Agency resources and keeps expenses within community standards for public employees.

2.00 APPROVED TRAVEL

Travel should be limited to one or two employees, who will be responsible for sharing information with employees who do not attend the conference or seminar. Employees must obtain prior authorization for travel before incurring costs.

2.01 Single Day Conferences or Seminars

Travel to single day meetings, events, conferences or seminars within a 2-hour driving time, which does not require an overnight stay, may be approved by the General Manager, if the total cost (registration, meals, mileage, etc.) does not exceed a total of \$500 and there are sufficient funds within the travel budget. If the expenses exceed more than \$500, then Board approval is required.

2.02 Multiple Day Conferences or Seminars

Travel to multiple day meetings, events, conferences or seminars within a 2-hour travel time, which does not require an overnight stay, may be approved by the General Manager, if the total cost (registration, meals, mileage, etc.) does not exceed a total of \$750 and there are sufficient funds within the travel budget. If the expenses exceed more than \$750, then Board approval is required.

2.03 Overnight Travel to Conferences or Seminars

Overnight travel shall be approved by the Board:

- (a) During the budget process if estimated expenses for the event are included as part of the budget;

- (b) By agenda item, if the event's travel expenses exceed the approved budget line item; or
- (c) By agenda item during a public Board meeting if a line item for the event was not included as part of the budget or the number of attendees listed in the budget is increased.

2.04 Travel by Agency Board of Directors or Non-Agency Personnel

For travel involving Agency Board of Directors or Non-Agency Personnel, see Board of Director Policy No. B-1017 and Consultant Travel Policy No. B-1009.

3.00 REIMBURSABLE EXPENSES

Travel arrangements should be as economical as practical considering the travel purpose, traveler, timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties.

Employees will only be reimbursed for the employee's actual and necessary expenses as outlined in this Policy. All travel reimbursement requests shall be made on the Mileage and Expense Form. Personal expenses are not eligible for reimbursement including costs associated with personal guests such as spouses or children. All submitted expense reimbursement requests must be certified as accurate and submitted consistent with Agency policies.

3.01 Registration Fees

Whenever possible, the Agency will pay the registration fees for conferences and seminars. In the event that an employee pays the registration fee, the employee shall be reimbursed using the Mileage and Expense Form.

3.02 Transportation

The most economical mode and class of transportation, using the most direct and time-efficient route that is reasonably consistent with scheduling needs and cargo space requirements, must be used. Government and group rates must be used when available.

To determine the most economical form of transportation, all aspects of the expenses associated with the form of transportation should be considered (e.g., number of employees attending, rental vehicle cost, parking, gasoline, mileage costs, etc.).

3.02.1 Airfare

The most economical airfares shall be selected. First class, business class, or upgraded airfare is not reimbursable. A single bag may be checked-in. Whenever possible the Agency will use group or government rates.

3.02.2 Personal Vehicle

The use of an employee's vehicle must be approved by the General Manager.

Automobile mileage is reimbursed at Internal Revenue Service rates. (see www.irs.gov). These rates are designed to compensate the employee for gasoline, insurance, maintenance, and other expenses associated with operating the employee's personal vehicle.

- (a) Mileage Calculation for travel shall be computed from the employee's designated work place.
 - (i) If travel begins from the employee's residence, mileage shall be calculated from the residence or workplace, whichever is less.

3.02.3 Car Rental

Rental rates shall be the most economical and reasonable. The size of the rental vehicle shall be appropriate to the number of employees traveling together and amount of cargo space required. Rental reimbursements shall not include additional charges, such as insurance or Rental Company refueling costs.

3.02.4 Taxis, Shuttles, and Ridesharing

Taxis, shuttles, or ridesharing fares may be reimbursed, including a customary gratuity per fare, when the cost of such fares is reasonably equal to or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

3.02.5 Parking Fees

Parking fees are reimbursable. Employees should use the safest, most economical parking available. Long-term parking shall be used at the airport to the extent practical and based on availability, accommodations, or time constraints.

Whenever possible, employee should get receipts documenting the charges. If no receipts are provided, employee should submit a memo describing the type of fee, where the fee was incurred, the date and amount.

3.02.5 Miscellaneous Transportation Fees

Bridge and road tolls are reimbursable. Whenever possible, employee should get receipts documenting the charges. If no receipts are provided, employee should submit a memo describing the type of fee, where the fee was incurred, the date and amount.

3.03 Lodging

Lodging expenses will be reimbursed or paid for when traveling on official Agency business that reasonably requires an overnight stay.

3.03.1 Conferences and Seminars

If such lodging is in connection with a conference or seminar, lodging expenses must not exceed the group rate published by the event sponsor, if such rates are available at the time of booking. If the group rate is not available, see next section.

3.03.2 Other Lodging

Travelers must request government rates, when available. A listing of hotels offering government rates in different areas is available on the State of California Department of General Services website: at <http://www.catravelsmart.com/lodguideframes.htm>. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed \$350.00 per night are presumed reasonable and hence reimbursable.

If the lodging rate exceeds \$350.00 per night, Board approval is required. Recognizing that for some travel events, the upper limit of \$350 per night for lodging, as established within this policy, is adequate; however, in some large metropolitan areas (e.g., Washington D.C. or southern California), lodging can exceed the upper limits depending on the time of year. For these travel events, when the conference lodging rate exceeds the upper limit of \$350 per night, or if the conference rate is no longer available due to late registration, then reimbursement for lodging will be based on:

- (1) Actual lodging costs for a comparable-grade lodging;
- (2) Lodging within a reasonable distance from the conference or meeting location
- (3) Lodging comparison with other comparable-grade lodging that demonstrates the rate is reasonable for the location; and
- (4) Accompanied by itemized receipts for the charges.

3.04 Meals

3.04.1 Employee In-County Travel

Meals for in-county travel or meetings will not be provided unless the following circumstances are involved:

- (a) Meals are approved as part of a program for special training sessions, conferences and workshops;
- (b) When employees traveling from the western slope of the county to Lake Tahoe are required to spend the entire workday at that location;
- (c) Human Resources interview panels;
- (d) When senior management meets with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct Agency business. These meetings are discouraged unless absolutely necessary to the efficient conduct of Agency business; or
- (e) Overnight lodging.

3.04.2 Employee Meal Reimbursement

Original, itemized receipts must be submitted with the completed Travel Authorization Request Form. Meals will be reimbursed as follows:

- (a) Breakfasts may be reimbursed only if an Agency employee's travel consists of at least 2 hours in duration before the employee's regular work hours.
- (b) Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.
- (c) The maximum amounts reimbursable for each meal is as follows:
 - (i) \$25.00 Breakfast
 - (ii) \$35.00 Lunch
 - (iii) \$60.00 Dinner

(d) In the event of overnight travel, the employee may be reimbursed for individual meal expenses that exceed the individual maximum meal rates set forth in subsection (c) above as long as the total meal reimbursement for a single day does not exceed the cumulative total maximum rate of \$120.00. For example, if the employee does not incur Agency meal reimbursement expenses for breakfast or lunch the daily dinner expense may exceed \$60.00.

3.04.3 Gratuities

Up to a 20% gratuity may be reimbursed, so long as the total does not exceed the maximum meal reimbursement amount.

3.04.4 Meal Reimbursements at Organized Event

When the meal is part of an organized event (for example, conferences, seminars, or meeting events and other types of activities that fall within the list of "authorized expenditures" above), the Agency employee shall be reimbursed the amount being charged by the event organizer for the meal. The Agency recognizes and may make allowances for additional costs associated with organizing the event, service charges (including group gratuities), and the costs associated with any invited speakers.

3.04.5 Group Meals

Meals paid by the Agency for groups of people are typically discouraged; however, it is recognized that there are times that it is the most efficient use of time to hold meetings during or through a meal periods. These meetings must have a significant impact on or benefit to Agency programs or projects. Meetings, which include Agency paid meals, may occur when:

- (a) A large block of time is required, and there is no other time available that does not extend through a standard meal period;
- (b) Attendees are travelling from out of the area to attend the meeting and there are no other practical time slots available; or
- (c) Agency employees are travelling out of the area to meet during a meal period, when there are no other practical time slots available.

All group meals paid for using Agency funds must be pre-approved by the General Manager.

3.04.6 **Group Meal Reimbursements**

Reimbursement of meal expenses are limited to the employee meal reimbursement rates set forth in this Policy.

Meal expenses and meeting details will be included on the monthly interim warrant register that is provided to the Board.

3.04.7 **Unallowable Meal Expenses**

The Agency will not pay for alcohol, bar, or in-room refreshment bar or entertainment expenses.

3.05 **Internet**

Employees may be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$20 per day, if Internet access is necessary for Agency-related business.

3.06 **Telephone and Fax Transmissions**

Employees may be reimbursed for actual telephone and fax expenses incurred on Agency business.

Telephone bills should identify which calls were made on Agency business and the purpose of the calls. For personal cellular calls, when the Agency employee has a particular number of minutes included in the employee's plan, the employee will be reimbursed based on the percentage of calls made for Agency business.

3.07 **Reimbursement Documentation**

Unless otherwise noted, original receipts itemizing the travel expense is required. No personal charges should be included on the receipts.

3.08 **Limitations**

In the event that expenses are incurred that exceed these guidelines, the cost borne or reimbursed by the Agency will be limited to the costs that fall within these guidelines unless approved on an individual basis by the Board.

4.00 CASH ADVANCE POLICY

From time to time, it may be necessary for an Agency employee to request a cash advance to cover up to 75% of anticipated out-of-pocket expenses while traveling or doing business on the Agency's behalf. The out-of-pocket expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

Requests for an advance should be submitted in writing to the General Manager 30 days prior to the need for the advance with the following information:

- (a) The purpose of the expenditure(s);
- (b) The benefits of such expenditure to the Agency;
- (c) The anticipated amount and purpose of the expenditure; and
- (d) The dates of the expenditure(s).

Any unused advance must be returned to the Agency treasury within three (3) business days of the Agency employee's return, along with an expense report and receipts documenting how the advance was used in compliance with this expense policy. The purpose and use of cash advances are subject to the guidelines of this policy.

4.01 Cancellation of Travel

In the event the travel is cancelled, any advanced funds must be returned within three (3) business days of the cancellation.

5.00 DEADLINES FOR REIMBURSEMENT REQUESTS

In order for the Agency to manage its expenses, forms must be turned in for approval in a timely manner.

5.01 Travel Authorization Form

Travel Authorization Request forms are due 20 days after the employee's completion of travel.

5.02 Mileage and Expense Form

Mileage and Expense forms are due 15 days after the last day of the month the expenses were incurred. If the expense request is less than \$10, the request shall be accumulated and processed as part of the next month's expense request.

6.0 AUDIT OF REIMBURSEMENT REQUESTS

The Business Services Officer shall review all requests and the attached receipts for compliance with this Policy before submitting to the General Manager for final approval. In no circumstances, may expenses not authorized by this Policy be reimbursed to an employee without Board authorization.

7.0 REPORTS TO BOARD

At the next Agency Board meeting, there shall be a brief report, orally or in writing, on any Brown Act meetings attended at Agency expense, as well as, any conferences, seminars, or meetings with legislators or other government officials.

8.0 EFFECTIVE DATE AND SUPERSESSION

This Policy shall be effective upon its adoption and shall supersede all prior policies, amendments, letters of intent or positions of Agency on this subject.

8.01 Board Resolutions

<u>Resolution Number</u>	<u>Date Board Approved</u>
WA-14-2011 (replaces WA-5-2011)	November 9, 2011 #7
WA-5-2011 (replaces WA-9-2010)	April 13, 2011 #11
WA-9-2010	May 12, 2010 #12
WA-17-2017	November 8, 2017