

AGREEMENT FOR THE PROVISION OF  
PUBLIC HEALTH LAB SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
CAMP, DRESSER, AND McKEE, INC.

~~NOVEMBER 25, 2008~~ JULY 15, 2009 THROUGH JUNE 30, ~~2009~~ 2010

THIS AGREEMENT entered into this ~~25th~~ 15th day of ~~November, 2008~~ July, 2009, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) ORANGE COUNTY PUBLIC HEALTH LABORATORY (OCPHL) and Camp, Dresser and McKee, Inc. (CDM) for Water Quality Analysis and Reporting. This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

**W I T N E S S E T H:**

WHEREAS, CDM has a grant from the State of California for work on the Middle Santa Ana River Water Quality plan. CDM wishes to contract with COUNTY for the provision of OCPHL Services described herein to the residents of Orange County, as OCPHL is certified by the State Environmental Laboratory Accreditation Program for said services described herein; and

WHEREAS, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**CONTENTS**

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<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions .....	3
I. Alteration of Terms .....	4
II. Confidentiality.....	4
III. Delegation and Assignment.....	4
IV. Facilities, Payments and Services.....	4
V. Indemnification and Insurance.....	5
VI. Inspections and Audits .....	5
VII. Licenses and Laws .....	6
VIII. Notices.....	6
IX. Severability.....	6
X. Status of Contracting Parties.....	6
XI. Term .....	7
XII. Termination .....	7
XIII. Third Party Beneficiary.....	7
XIV. Waiver of Default or Breach.....	7
Signature Page .....	8
<b><u>EXHIBIT A</u></b>	
I. Scope of Work.....	1
II. Reimbursement of Costs .....	2

**REFERENCED CONTRACT PROVISIONS**

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3 **Term:** ~~November 25, 2008~~ July 15, 2009 through June 30, ~~2009~~ 2010  
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5 **Basis for Reimbursement:** Actual Cost

6 **Payment Method:** Actual Cost  
7

8 **Notices to COUNTY and CDM:**  
9

10 **COUNTY:** County of Orange  
11 Health Care Agency  
12 Contract Development and Management  
13 405 West 5th Street, Suite 600  
14 Santa Ana, CA 92701-4637  
15 (714) 834-5809 - Telephone  
16 (714) 834-4450 - Fax  
17

18 **CDM:** Camp, Dresser & McKee  
19 Attn: Hampik Dekermenjian  
20 523 West 6th Street, Suite 400  
21 Los Angeles, CA 90014  
22 (213) 457-2200 - Telephone  
23 (213) 627-8595 - Fax  
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**I. ALTERATION OF TERMS**

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CDM with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

**II. CONFIDENTIALITY**

A. Each party shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable state and federal codes and regulations, as they now exist or may hereafter be amended or changed including, but not limited to the Health Insurance Portability and Accountability Act.

B. CDM understands and agrees that COUNTY is a public institution, subject to the provisions of the California Public Records Act. In the event COUNTY receives a request to produce this Agreement, or identify any term, condition, or aspect of this Agreement, COUNTY will contact CDM to advise of such request to release this information.

**III. DELEGATION AND ASSIGNMENT**

A. COUNTY may not delegate the obligations hereunder, either in whole or in part, without prior written consent of CDM; provided, however, obligations undertaken by COUNTY pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by CDM, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that CDM may require. No subcontract shall terminate or alter the responsibilities of COUNTY to CDM pursuant to this Agreement. CDM may disallow, from payments otherwise due COUNTY, amounts claimed for subcontracts not approved in accordance with this paragraph.

B. COUNTY may not assign the rights hereunder, either in whole or in part, without the prior written consent of CDM. Any attempted assignment or delegation in derogation of this paragraph shall be void.

**IV. FACILITIES, PAYMENTS, AND SERVICES**

CDM shall compensate COUNTY, and COUNTY agrees to provide the services, staffing, any equipment and supplies, and reports in accordance with Exhibit A to this Agreement. COUNTY shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable state and federal requirements, and which are necessary for the provision of the services hereunder.

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**V. INDEMNIFICATION AND INSURANCE**

1 |  
2 | A. CDM agrees to indemnify, defend, and hold COUNTY, its elected and appointed officials,  
3 | officers, employees, agents and those special districts and agencies for which COUNTY's Board of  
4 | Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims,  
5 | demands, including defense costs, or liability of any kind or nature, including but not limited to personal  
6 | injury or property damage, arising from or related to the services, products or other performance  
7 | provided by CDM pursuant to this Agreement. If judgment is entered against CDM and COUNTY by a  
8 | court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY  
9 | INDEMNITEES, CDM and COUNTY agree that liability will be apportioned as determined by the  
10 | court. Neither party shall request a jury apportionment.

11 | B. COUNTY agrees to indemnify, defend and hold CDM, its officers, employees, agents,  
12 | directors, members, shareholders and/or affiliates harmless from any claims, demands, including  
13 | defense costs, or liability of any kind or nature, including but not limited to personal injury or property  
14 | damage, arising from or related to the services, products or other performance provided by COUNTY  
15 | pursuant to this Agreement. If judgment is entered against COUNTY and CDM by a court of competent  
16 | jurisdiction because of the concurrent active negligence of CDM, COUNTY and CDM agree that  
17 | liability will be apportioned as determined by the court. Neither party shall request a jury  
18 | apportionment.

19 | C. Each party agrees to provide the indemnifying party with written notification of any claim  
20 | related to services provided by either party pursuant to this Agreement within thirty (30) calendar days  
21 | of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,  
22 | each party shall cooperate with the indemnifying party in its defense.

23 |  
24 | **VI. INSPECTIONS AND AUDITS**

25 | A. CDM may at all reasonable times inspect or otherwise evaluate the services provided pursuant  
26 | to this Agreement, and the premises in which they are provided.

27 | B. CDM must provide COUNTY with at least seventy-two (72) hour notice of such inspections or  
28 | evaluations.

29 | C. COUNTY shall actively participate and cooperate with CDM in any evaluation or monitoring  
30 | of the services provided pursuant to this Agreement.

31 | **D. AUDIT RESPONSE**

32 | 1. Following an audit report, in the event of non-compliance with the terms of this Agreement,  
33 | CDM may terminate this Agreement as provided for in the Termination paragraph or direct COUNTY  
34 | to immediately implement an appropriate corrective action. A plan of corrective action shall be  
35 | submitted to CDM in writing within thirty (30) days after receiving notice from CDM.

36 | 2. If the audit reveals that money is payable from one party to the other, that is,  
37 | reimbursement by COUNTY to CDM, or payment of sums due from CDM to COUNTY, said funds

1 shall be due and payable from one party to the other within sixty (60) days of receipt of the audit results.  
2 If reimbursement is due from COUNTY to CDM, and such reimbursement is not received within said  
3 sixty (60) days, CDM may, in addition to any other remedies provided by law, reduce any amount owed  
4 COUNTY by an amount not to exceed the reimbursement due CDM.

5  
6 **VII. LICENSES AND LAWS**

7 A. COUNTY, its officers, agents, employees, and subcontractors shall, throughout the term of this  
8 Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions  
9 necessary for the provision of the services hereunder and required by the laws or regulations of the  
10 United States, State of California, COUNTY, and any other applicable governmental agencies.  
11 COUNTY shall notify CDM immediately and in writing of its inability to obtain or maintain,  
12 irrespective of the tendency of an appeal, permits, licenses, approvals, certificates, waivers and  
13 exemptions. Said inability shall be cause for termination of this Agreement.

14 B. COUNTY shall comply with all applicable governmental laws, regulations and requirements as  
15 they exist now or may be hereafter amended or changed.

16  
17 **VIII. NOTICES**

18 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
19 authorized or required by this Agreement shall be effective:

- 20 1. When written and deposited in the United States mail, first class postage prepaid and  
21 addressed as specified on Page 3 of this Agreement or as otherwise directed by CDM;  
22 2. When FAXed, transmission confirmed;  
23 3. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
24 Service, or other expedited delivery service.

25 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as  
26 otherwise directed by CDM and shall be effective when FAXed, transmission confirmed, or when  
27 accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other  
28 expedited delivery service.

29  
30 **IX. SEVERABILITY**

31 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
32 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
33 federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
34 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
35 in full force and effect, and to that extent the provisions of this Agreement are severable.

36 **X. STATUS OF CONTRACTING PARTIES**

37 Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly

1 responsible for the manner in which it performs the services required of it by the terms of this  
2 Agreement. Each party is entirely responsible for compensating staff and consultants employed by that  
3 party. This Agreement shall not be construed as creating the relationship of employer and employee, or  
4 principal and agent, between COUNTY and CDM or any of either party's employees, agents,  
5 consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its  
6 employees, agents, consultants, or subcontractors as they relate to the services to be provided during the  
7 course and scope of their employment. Each party, its agents, employees, or subcontractors, shall not be  
8 entitled to any rights or privileges of the other party's employees and shall not be considered in any  
9 manner to be employees of the other party.

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11 **XI. TERM**

12 The term of this Agreement shall commence and terminate as specified on Page 3 of this  
13 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,  
14 COUNTY shall be obligated to perform such duties as would normally extend beyond this term  
15 including, but not limited to, obligations with respect to confidentiality, indemnification, audits,  
16 reporting, and accounting.

17  
18 **XII. TERMINATION**

19 A. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice  
20 given the other party.

21 B. Unless otherwise specified in this Agreement, CDM may terminate this Agreement upon thirty  
22 (30) days written notice if COUNTY fails to perform any of the terms of this Agreement. At CDM'S  
23 sole discretion, COUNTY may be allowed up to thirty (30) days for corrective action.

24  
25 **XIII. THIRD PARTY BENEFICIARY**

26 Neither party hereto intends that this Agreement shall create rights hereunder in third parties,  
27 including, but not limited to, any subcontractors or any clients provided services hereunder.

28  
29 **XIV. WAIVER OF DEFAULT OR BREACH**

30 Waiver by CDM of any default by COUNTY shall not be considered a waiver of any subsequent  
31 default. Waiver by CDM of any breach by COUNTY of any provision of this Agreement shall not be  
32 considered a waiver of any subsequent breach. Waiver by CDM of any default or any breach by  
33 COUNTY shall not be considered a modification of the terms of this Agreement.

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2 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
3 State of California.

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5 CAMP, DRESSER AND McKEE, INC.

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7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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9 TITLE: \_\_\_\_\_

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12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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14 TITLE: \_\_\_\_\_

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19 COUNTY OF ORANGE

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22 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

23 HEALTH CARE AGENCY

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27 APPROVED AS TO FORM  
28 OFFICE OF THE COUNTY COUNSEL  
29 ORANGE COUNTY, CALIFORNIA

30  
31 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

32 DEPUTY

33  
34  
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her

Attachment B. Redline Version to Attachment A

signature alone is required by HCA.

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EXHIBIT A  
TO AGREEMENT WITH  
CAMP, DRESSER, AND McKEE, INC.

~~NOVEMBER 25, 2008~~ JULY 15, 2009 THROUGH JUNE 30, ~~2009~~ 2010

**I. SCOPE OF WORK**

1.1 OCPHL agrees to conduct water quality analyses as requested on sample submittal forms. All sample processing, analysis and reporting will be conducted as required by the project's Quality Assurance Project Plan (Middle Santa Ana River Pathogen TMDL, BMP Implementation Project), a copy of which will be provided. Samples, which will be processed within the required holding times, will be submitted for fecal coliform, Escherichia coli (E. coli) and total suspended solids analysis.

1.2. Laboratory analysis will be performed per the following methods:

1.1.1 E.coli by EPA Method 1603

1.1.2. Fecal Coliform by Standard Method 9222D

1.1.3. Total Suspended Solids by Standard Method 2540D

1.1.4 E.coli by Standard Method 9223

1.3 Sample analysis results will be provided to CDM within ten (10) business days following receipt of samples for analysis. If any concerns or discrepancies are noted during the data validation process, OCPHL will work with CDM to resolve these concerns.

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## II. REIMBURSEMENT OF COSTS

Only completed sample analyses, that is, analyses for which CDM has received the results, may be invoiced. CDM agrees to issue payment for services of OCPHL described in this Agreement at the following rates:

Item Category	OCPHL Costs	Brief Justification
E.coli by EPA Method 1603	\$ <del>47.68</del> 32.62 per sample	The cost per sample includes two components: Actual cost paid for materials used (testing supplies), and Hourly Wage plus Overhead (Benefits) plus Administrative Indirect Costs for Public Health Lab Services. Costs as of FY 2008-09
Fecal Coliform by Standard Method 9222D	\$ <del>25.73</del> 24.88 per sample	The cost per sample includes two components: Actual cost paid for materials used (testing supplies), and Hourly Wage plus Overhead (Benefits) plus Administrative Indirect Costs for Public Health Lab Services. Costs as of FY 2008-09
Total Suspended Solids by Standard Method 2540D	\$ <del>21.00</del> 26.29 per sample	The cost per sample includes two components: Actual cost paid for materials used (testing supplies), and Hourly Wage plus Overhead (Benefits) plus Administrative Indirect Costs for Public Health Lab Services. Costs as of FY 2008-09

Attachment B. Redline Version to Attachment A

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E.coli by Standard Method 9223	\$20.53 per sample	The cost per sample includes two components: Actual cost paid for materials used (testing supplies), and Hourly Wage plus Overhead (Benefits) plus Administrative Indirect Costs for Public Health Lab Services. Costs as of FY 2008-09
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