
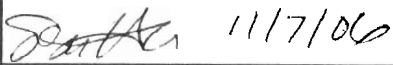


**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of November 14, 2006**

**AGENDA TITLE:** Amendment I to Agreement #539-S0611 with Environmental Stewardship and Planning, Inc.

<b>DEPARTMENT:</b> General Services Department	<b>DEPT SIGNOFF:</b> 	<b>CAO USE ONLY:</b> C
<b>CONTACT:</b> Jordan Postlewait		 11/7/06
<b>DATE:</b> 11/30/2006 <b>PHONE:</b> 5330		

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**  
The Department of General Services recommends the Board:

- 1) Approve Amendment I to Agreement #539-S0611 with Environmental Stewardship and Planning, Inc., extending the term to June 30, 2007; and
- 2) Authorize Chairman to execute said Amendment.

*The term extension is necessary to complete the Environmental Impact Report (EIR) for the Rubicon Trail Master Plan.*

**CAO RECOMMENDATIONS:** *Recommend approval. Lauren S. Glee 11/7/06*

Financial impact? ( ) Yes <input checked="" type="checkbox"/> No	Funding Source: ( ) Gen Fund ( ) Other
<b>BUDGET SUMMARY:</b>	Other: _____
Total Est. Cost _____	<b>CAO Office Use Only:</b>
<b>Funding</b>	4/5's Vote Required ( ) Yes <input checked="" type="checkbox"/> No
Budgeted _____	Change in Policy ( ) Yes <input checked="" type="checkbox"/> No
New Funding _____	New Personnel ( ) Yes <input checked="" type="checkbox"/> No
Savings _____	<b>CONCURRENCES:</b>
Other _____	Risk Management <u>CYS</u> _____
Total Funding _____	County Counsel <u>CYS</u> _____
<b>Change in Net County Cost</b> _____	Other _____

**\*Explain**

**BOARD ACTIONS:**

<b>Vote:</b> Unanimous _____ Or _____ <b>Ayes:</b> _____ <b>Noes:</b> _____ <b>Abstentions:</b> _____ <b>Absent:</b> _____ <small>Rev. 04/05</small>	<b>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors</b> <b>Date:</b> _____ <b>Attest: Cindy Keck, Board of Supervisors Clerk</b> <b>By:</b> _____
---	---



# *The County of El Dorado*

*Department of General Services*

*Joanne M. Narloch, Director*

*Airports Parks and Grounds Division*

*Jordan Postlewait, Manager*

*(530) 621-5684*

November 7, 2006

Board of Supervisors  
330 Fair Lane  
Placerville, Ca. 95667

Re: Amendment I to Agreement #539-S0611 with Environmental Stewardship and Planning, Inc.

Dear Board Members:

**Recommendation:**

The Department of General Services recommends the Board:

- 1) Approve Amendment I to Agreement #539-S0611 with Environmental Stewardship and Planning, Inc., extending the term to June 30, 2007; and
- 2) Authorize Chairman to execute said Amendment.

**Reason for Recommendation:**

On February 10, 2006, the Board approved Agreement #539-S0611 with Environmental Stewardship and Planning, Inc. (ESP) for Phase IV of the Rubicon Master Plan development project. Phase IV consists of environmental services related to the completion of the necessary California Environmental Quality Act (CEQA) compliance work and the preparation of Draft and Final Environmental Impact Reports (EIR) necessary for the completion of the Rubicon Trail Master Plan (Plan).

Completion of Phase IV was originally scheduled for November of 2006. However, the public and internal reviews of the Draft Master Plan have indicated necessary revisions to the Plan. The EIR, which assesses the environmental impacts of the Master Plan, cannot be completed until the Plan has been completed. This contract extension is necessary to allow the Consultant time to revise the plan and complete the EIR.

The Amendment has been approved by County Counsel and Risk Management. The Officer or employee with responsibility for administering the Agreement is Jordan Postlewait, Manager of Airports, Parks and Grounds, General Services Department.

**Fiscal Impact:**

There is no fiscal impact.

**Action To Be Taken Following Approval:**

The Board Clerk's office will forward the executed Amendment I to the Agreement to General Services for distribution and administration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JMN', is written over a light gray rectangular background.

Joanne M. Narloch  
Director

JMN: jp

# RUSH

Contract #: 539-S0611 AMD I

## CONTRACT ROUTING SHEET

Date Prepared: 10/24/06

Need Date: Need by 10/30 if possible.  
Thank-you!!

### PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts  
Dept. Contact: Pam Carlone  
Phone #: 5833  
Department  
Head Signature: Bonnie H. Rich  
Bonnie H. Rich

### CONTRACTOR:

Name: Env. Stewardship & Planning  
Address: 2830 Eye Street, Suite 304  
Sacramento, CA 95814  
Phone: 916-455-1115, Ext. 1006  
Steve Peterson

EL DORADO COUNTY COUNSEL  
2006 OCT 24 PM 2:07  
*Rebecca*

### CONTRACTING DEPARTMENT:

General Services

Service Requested: Environmental Services for Rubicon Trail Master Plan

Contract Term: Expires 6/30/07 Amendment Value: \$ -0-

Compliance with Human Resources requirements? Yes: \_\_\_\_\_

No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

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

Approved: X Disapproved: \_\_\_\_\_ Date: 10/26/06 By: PC  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

OK PC 10/30/06  
See note on page 1 regarding article III

ASSIGNMENT  
DATE 10/24/2006  
ATTORNEY Rebecca S  
DEPT./INDEX NO. 026600  
ALLO

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 10/30/06 By: J Costello  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Please secure proof of AI on GL policy. OK PC 10/30/06

OCT 30 2006

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

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

# DRAFT

## AGREEMENT FOR SERVICES #539-S0611 AMENDMENT I

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This Amendment I to that Agreement for Services #539-S0611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Environmental Stewardship & Planning, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is The Jeffery Building, 2830 Eye Street, Suite 304, Sacramento, CA 95816; (hereinafter referred to as "Consultant");

### WITNESSETH

**WHEREAS**, Consultant has been engaged by County to provide environmental services for the Rubicon Trail Master Plan for the Department of General Services, Airports, Parks and Grounds Division, in accordance with Agreement for Services #539-S0611, dated February 10, 2006, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amending **ARTICLE III – Term**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XIII – Notice to Parties** and **ARTICLE XX – Administrator**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #539-S0611 shall be amended a first time as follows:

#### **ARTICLE III**

**Term:** This Agreement, as amended, shall become effective upon execution by both parties hereto and shall cover the period of February 10, 2006 through June 30, 2007.

#### **ARTICLE XIII**

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

COUNTY OF EL DORADO  
GENERAL SERVICES DEPARTMENT  
345 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: JOANNE M. NARLOCH, DIRECTOR

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.  
THE JEFFERY BUILDING  
2830 EYE STREET, SUITE 304  
SACRAMENTO, CA 95816  
ATTN: STEVE PETERSON

or to such other location as the Consultant directs.

**ARTICLE XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jordon Postlewait, Airports, Parks and Grounds Manager, General Services Department, or successor.

Except as herein amended, all other parts and sections of that Agreement #539-S0611 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jordon Postlewait, Airports, Parks and Grounds Manager  
General Services Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Joanne M. Narloch, Director  
General Services Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #539-S0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

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

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONSULTANT --

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

ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.  
A CALIFORNIA CORPORATION

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

Steve Peterson  
President  
"Consultant"

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

Corporate Secretary

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

**COPY**

AGREEMENT FOR SERVICES #539-S0611

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Environmental Stewardship & Planning, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is The Jeffery Building, 2830 Eye Street, Suite 304, Sacramento, CA 95816, (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide environmental services for the Rubicon Trail Master Plan for the Department of General Services, Airports, Parks and Grounds Division; and

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

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

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

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

**ARTICLE I**

**Scope of Services:** Consultant agrees to perform environmental services for the Rubicon Trail Master Plan for the Department of General Services, Airports, Parks and Grounds Division. Services shall be in accordance with Exhibit "A", marked "Rubicon Trail Master Plan, Phase IV Work Plan – CEQA Compliance", incorporated herein and made by reference a part hereof.



## **ARTICLE II**

**Conformity with Statutes, Decisions, Guidelines and Ordinance:** Consultant agrees and understands that the assessment and environmental documentation shall be in conformity with all applicable State statutes, including but not limited to CEQA (Public Resource Code, §21000 et seq.), State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto as last amended, the Environmental Guidelines (objectives, criteria, and procedures required pursuant to CEQA) last adopted by the County, and in the format presently prescribed by the County. Conformity with any relevant judicial decisions, guidelines, or ordinances is also required. The documentation shall be prepared as accurately and objectively as reasonably possible.

## **ARTICLE III**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire November 30, 2006.

## **ARTICLE IV**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant upon County's acceptance and subsequent approval of each task. Payments shall be made within thirty (30) days following County's said acceptance and approval. The total amount of this Agreement shall not exceed \$91,812.00, inclusive of all expenses, pursuant to Exhibit "A", and Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

## **ARTICLE V**

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

## **ARTICLE VI**

**Relationship between Parties; Work Standards:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof. Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of the documentation in a professional manner.

## **ARTICLE VII**

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

## **ARTICLE VIII**

**Materials and Equipment:** Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of such equipment.

## **ARTICLE IX**

**Data Developed in Public Domain:** All information, data, maps, charts, and studies developed by Consultant which are made a part of the Administrative Draft Documentation, the Draft Documentation or the Final Documentation, are in the public domain and may be used by the Consultant or the County as property within the public domain. Consultant by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft Documentation, Draft Documentation or Final Documentation.

## **ARTICLE X**

**Documents, Maps, and Photographs Developed are County Property:** All original documents, maps, charts, photographs, and other material prepared by the Consultant which are made a part of the Administrative Draft Documentation, Draft Documentation, or Final Documentation shall be the property of the County and shall be delivered to the County prior to final payment.

## **ARTICLE XI**

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

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

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

## **ARTICLE XII**

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

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

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

### **ARTICLE XIII**

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

COUNTY OF EL DORADO  
GENERAL SERVICES  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: KEITH C. LEECH, DIRECTOR

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.  
THE JEFFERY BUILDING  
2830 EYE STREET, SUITE 304  
SACRAMENTO, CA 95816  
ATTN: STEVE PETERSON

or to such other location as the Consultant directs.

### **ARTICLE XIV**

**Indemnity:** The Consultant shall defend, indemnify and hold harmless the County, their officers, agents and employees from and against claims, demands, liability costs and expenses of whatever nature, including but not limited to, court costs, damages and reasonable counsel fees arising out of injury to, or death of any person or persons or loss of, or damage to any property, to the extent resulting from the willful acts of negligence of Consultant, his agents, employees, licenses, sub, or sub-contractors in the making of performance of this Agreement. Any allocation of comparative fault shall not affect the duty to defend and any allocation, adjustment or reimbursement shall take place at time of final judgment.

### **ARTICLE XV**

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

- A. Full 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 per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

#### **ARTICLE XVI**

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

#### **ARTICLE XVII**

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

#### **ARTICLE XVIII**

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

**ARTICLE XIX**

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

**ARTICLE XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Dan Bolster, Acting Airports, Parks and Grounds Manager, General Services Department, or successor.

**ARTICLE XXI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXII**

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

**ARTICLE XXIII**

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

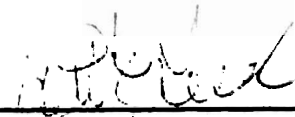
**ARTICLE XXIV**

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

**CONTRACT ADMINISTRATOR CONCURRENCE:**

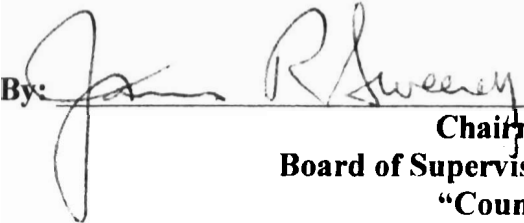
By: DAN BOLSTER Dated: 1/5/06  
Dan Bolster, Acting Airports, Parks and Grounds Manager  
General Services Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

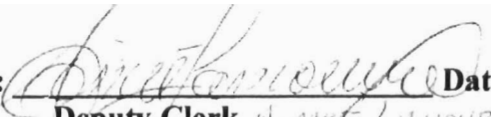
By:  Dated: 1-5-06  
Keith C. Leech, Director  
General Services Department

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

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

Dated: 02/10/06  
By:   
Chairman  
Board of Supervisors  
"County"  
James R. Sweeney

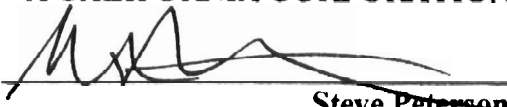
ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By:  Date: 02/10/06  
Deputy Clerk Amber Landreux


**-- CONSULTANT --**

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

**ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.**  
**A CALIFORNIA CORPORATION**

By:   
Steve Peterson  
President  
"Consultant"

Dated: 1/11/2006

  
Bruce Kerr, Corporate Secretary  
Matt McCawley



**Exhibit A**  
**Rubicon Trail Master Plan**  
**Phase IV Work Plan - CEQA Compliance**

**Project Understanding**

Environmental Stewardship & Planning, Inc. (ESP) has performed Phases 1 through 3 of the Rubicon Trail Master Plan development project, which included the identification of environmental and social constraints associated with the trail, coordination with agencies, user groups and other stakeholders to develop proposed Master Plan concepts, and the preparation of public/agency review draft Master Plans to solicit input and feedback from stakeholders. ESP has prepared and provided a Draft Rubicon Trail Master Plan to the Rubicon Trail Oversight Committee (ROC) for their consideration in the development of a Master Plan alternative. This work plan anticipates that both the consultant's recommended alternative and the ROC alternative will be submitted to the County Planning Commission and the Board of Supervisors (Board) for consideration. It is further anticipated that the Board will direct the preparation of California Environmental Quality Act (CEQA) review of both of these Master Plan alternatives. This CEQA compliance work plan has been prepared to define ESP's role in facilitating CEQA scoping, alternatives consideration, resource and social impact evaluations, and the preparation of a Draft and Final Environmental Impact Report (EIR) for the project.

This preparation of the EIR will utilize much of the resources evaluations conducted during previous phases of the Rubicon Trail Master Plan development process. Significant resources evaluation efforts included in this work plan are limited to conducting a Traffic Study and water quality sampling, testing and analyses. Detailed descriptions of the work effort required for these analyses are discussed below under subtasks 2.2 and 2.6, respectively.

**Detailed Work Plan**

**Prepare Initial Study and Notice of Preparation and Conduct EIR Scoping**

**Task 1.1 Prepare Initial Study**

ESP will prepare an Initial Study checklist evaluating the master plan alternatives to provide a preliminary assessment of potential impacts and significant issues. The Initial Study will include a summary description of the project and will serve as supporting documentation for the County's determination to prepare an EIR for the project. (Note that due to the anticipated level of public interest and the *potential* for significant environmental impacts associated with activities on the Rubicon Trail, this work plan assumes that an EIR will be necessary for project CEQA compliance.) The results of the Initial Study will also provide information that will enable subsequent detailed analyses conducted for the EIR to focus on primary issues of concern and those resources with the greatest potential for impacts resulting from the project. ESP will prepare a draft Initial Study for review by County staff and will prepare a final Initial Study with revisions based on County staff review.

*Deliverables: Electronic version of draft Initial Study 20  
copies of final Initial Study*

### **Task 1.2 Prepare NOP and Conduct Scoping Meeting**

ESP will prepare and provide a draft CEQA Notice of Preparation (NOP) for County review and, with the incorporation of the County's comments, will prepare a final NOP for the EIR.

The NOP will meet the standards of CEQA Preliminary Review standards set forth in Guidelines Section 15060(d) by outlining the EIR's focus on the significant effects of the project and indicating briefly the County's reasons for determining that other effects would not be significant or potentially-significant. This discussion of the EIR's focus will be based on the findings presented in the Initial Study.

ESP will provide a camera-ready master and 50 copies of the NOP to be circulated to the public and interested agencies by the County. ESP will deliver 15 copies of the NOP and a Notice of Completion to the State Clearinghouse for distribution to State agencies. The NOP will be circulated for a minimum of 30 days.

ESP recommends that this document, and other substantive project information, be linked to the County's website. ESP will be pleased to provide electronic copies of deliverables and supporting information to support this outreach effort.

*Deliverables:*

- Electronic version of draft NOP*
- 1 camera-ready and 50 copies of final NOP*
- 1 Notice of Completion for State Clearinghouse*
- 15 copies of NOP delivered to the State Clearinghouse*
- Scoping meeting materials*

### **Task 1.3 Conduct Scoping Meetings and Prepare Comment Summary**

The NOP will announce a public scoping meeting to be held near the end of the 30-day (minimum) NOP comment period. ESP will assist with the preparation for the scoping meeting, and will prepare a meeting agenda, exhibits, comments cards and sign-in sheets for the meeting. Following the NOP comment period, ESP will prepare a summary matrix listing the key comments and input received with recommendations regarding methods of addressing issues raised.

*Deliverables:* *Scoping Meeting Summary Memorandum*

### **Task 1.4 Define and Conduct Screening Evaluation for Project Alternatives**

It is anticipated that the EIR scoping process will identify public and agency recommendations for considering alternatives to the consultant's recommended alternative and the ROC Alternative, as well as recommended modifications to specific elements within the two alternatives. ESP will review all such input and will develop an array of alternatives to reflect public and agency input. ESP will conduct a screening review of the recommended alternatives to determine the extent to which each alternative 1) achieves the project goals and objectives, and 2) has the potential to minimize or avoid adverse impacts that may be anticipated from the Consultant Recommended and ROC alternatives. ESP will prepare a written description of each of the alternatives and will summarize the screening evaluation process, considerations and conclusions. The alternatives that meet the above criteria will be included and assessed in the EIR.

## **Complete Analyses and Prepare Preliminary Administrative Draft EIR**

The ESP team will conduct supplemental technical studies and environmental analyses necessary for the preparation of the project EIR. The ESP team will conduct impact assessment for the resource/topical areas as described in the following subtasks. In addition, the ESP team will meet with County staff to review the preliminary results of environmental analyses to develop project development phasing plans to minimize environmental impacts and development costs. Baseline resource data developed in previous project phases will be used to the maximum extent; however, ESP will also develop supplemental data necessary for the resources evaluations.

The results of these assessments will be presented in an Administrative Draft EIR and each resource/topical area will include: 1) a summary of baseline/existing conditions, 2) a description of the potential impacts (both beneficial and adverse) of each project alternative, and 3) proposed mitigation measures that may be necessary to minimize or avoid adverse impacts. Mitigation measures may include recommendations for modifying or adding specific elements of each alternative. This information will be developed and compiled in a Preliminary Draft EIR for review by County staff.

### ***Task 2.1 Land Use and Land Use Plan Consistency Evaluation***

Using information previously developed for the project reports, ESP will conduct a final review of the project alternatives' consistency with the 2004 El Dorado County General Plan, the El Dorado National Forest Land and Resource Management Plan, and other relevant regional planning documents. ESP will also review the Placer County General Plan elements for potential relevance. All potential conflicts will be identified in the Land Use section of the EIR.

### ***Task 2.2 Transportation and Circulation Evaluation***

ESP will retain Kd Anderson Transportation Engineers to prepare a traffic report for project area roadways. Kd Anderson will perform the following services:

**Step 1: Data Collection and Review.** Collect and review all previous traffic related work prepared on the project. This will include information contained in the draft Master Plan and documentation from previous project phases, unpublished work and/or traffic counts, and recent studies for other off-highway projects. In this task, Kd Anderson staff will also visit the site to collect pertinent data regarding usage, access, and parking, and to become familiar with the project area and potential issues.

**Step 2: Organize and Analyze Traffic Surveys.** Kd Anderson and ESP will coordinate with, Friends of the Rubicon, and other related agencies and parties to develop a procedure and schedule for the collection of traffic and parking data. Traffic surveys and counts will be performed on four separate weekends representing different degrees of usage of the Trail. The counts will be performed at four locations along the trail.

The locations to be included in the data collection effort will be the Loon Lake, Wentworth Springs, and Tahoe trailheads, and at the Ellis Creek intertie. Parking activity will also be quantified in the Loon Lake area.

This work plan and budget assumes that volunteers from the Friends of the Rubicon, Rubicon Oversight Committee, and Rubicon Trail Foundation will perform the traffic counting efforts. Kd Anderson will supervise the data collection, and collect directly the parking information. Two separate meetings are proposed with Friends of the Rubicon to familiarize participants with the process and to provide specific instructions regarding the data collection efforts

**Prepare Traffic Report.** Kd Anderson will prepare a report summarizing the methodologies and findings of Steps 1 and 2, above. The report will present traffic information with support tabular and graphic materials as needed. Recommendations will be presented for any recommended potential traffic or trail treatments resulting from the study. A draft report will be submitted for review, and following comment from participating agencies/parties, a final report will be prepared.

The results of the traffic report will be incorporated into the Transportation and Circulation section of the Draft EIR.

### ***Task 2.3 Air Quality Evaluation***

ESP will provide a qualitative air quality impacts evaluation for the project. Air pollutant emission sources associated with Rubicon Trail use and management include vehicle emissions, emissions from trail maintenance equipment and smoke and particulates in camp fires. These emissions will be described and potential impacts on local and regional air quality will be presented in the Air Quality section of the Draft EIR.

### ***Task 2.4 Noise Evaluation***

ESP will utilize noise monitoring data collected during previous project phases to provide baseline and trail use noise information. The assessment will determine potential noise impacts that may be associated with the project alternatives and this information will be presented in the Noise section of the Draft EIR.

### ***Task 2.5 Soils and Geological Resources Evaluation***

ESP will prepare an evaluation of soils and geological resources conditions and impacts associated with activities on the Rubicon Trail. This information will be used to determine the potential impacts of the project alternatives, and will be presented in the Soils and Geology section of the Draft EIR.

### ***Task 2.6 Hydrology and Water Quality Evaluation***

ESP will utilize information collected to date through its collaboration with California State University, Sacramento to present existing water quality conditions and will seek to define the effects of Rubicon Trail use on water resources and quality. The result of these analyses will be documented in a technical memorandum and summarized in the Hydrology and Water Quality section of the Draft EIR.

### ***Task 2.7 Biological Resources Evaluation***

ESP will utilize biological resources data collected during previous project phases to prepare a biological resources impacts evaluation for the project. The assessment will determine potential biological resources impacts that may be associated with the project alternatives and this information will be presented in the Biological Resources section of the Draft EIR.

### ***Task 2.8 Human Health, Public Safety, and Hazards Evaluation***

ESP will conduct an assessment of potential human health and public safety issues associated with use of the Rubicon Trail and with implementation of the project alternatives. This evaluation will include the identification of hazards and/or hazardous materials within the project area that may pose a threat to health and safety. This assessment will utilize water quality and soils data developed per previous subtasks and will also consider safety issues associated with motor vehicle use and other activities associated with the Rubicon Trail. The results of this assessment will be presented in the Draft EIR.

### ***Task 2.9 Public Services Evaluation***

ESP will conduct an assessment of the public services requirements of the project alternatives (e.g., manpower, estimated costs, funding sources, etc.) and will determine the potential for adverse impacts associated with the potential requirements for the provision of additional services. This information will be presented in the Draft EIR.

### ***Task 2.10 Cultural Resources Evaluation***

ESP will utilize cultural resources data developed during previous project phases to prepare a cultural resources evaluation for the project. This information will be presented in the Draft EIR.

### ***Task 2.11 Visual/Aesthetic Impacts Evaluation***

ESP will conduct an assessment of potential changes to the existing visual and aesthetic character and setting of the project area that could occur as a result of the project alternatives. The assessment will describe the existing setting and will include representative photographs of the project area, and will determine the extent of potential beneficial and/or adverse changes that may occur. This information will be presented in the Draft EIR.

### ***Task 2.12 Cumulative Impacts Assessment***

Based on the project-specific resources impact evaluations conducted as described in Tasks 2.1 through 2.11, ESP will prepare a cumulative impacts assessment for each of the resource/topical areas evaluated.

## **Prepare Administrative Draft EIR and Draft EIR**

### ***Task 3.1 Prepare Administrative Draft EIR***

ESP will discuss the Preliminary Draft EIR with County staff and will revise the preliminary draft to produce an Administrative Draft EIR based on staff input.

### ***Task 3.2 Meet with County and Review agencies and Organizations***

At the County's discretion, the Administrative Draft EIR may be provided to U.S. Forest Service (Eldorado National Forest) staff, the ROC and other agencies and organization for review and input. The County will review the Administrative Draft EIR and compile the comments of individual reviewers into a single, unified comment set. ESP will meet with County staff to discuss the comment set, and will participate in up to three meetings to discuss comments with reviewing agencies/organizations, if necessary.

### ***Task 3.3 Prepare Draft EIR***

Following the review of the Administrative Draft EIR, ESP will make any necessary revisions to the document and will provide a final review Draft EIR to the County. ESP will also draft a CEQA Mitigation Monitoring Program (MMP) to be included with the Draft EIR using the information from the environmental analysis, including the specific mitigation measures, assignments of responsibility, relationships to project phasing, and time frames for implementation strategies identified in the topical impact analyses. The MMP will also address any other added conditions of approval, which are anticipated to be adopted by the County.

Upon County approval of the final review document, ESP will provide a camera-ready Draft EIR for reproduction and distribution by the County. (ESP will coordinate with a printing company to arrange for document reproduction at the County's discretion.) ESP will hand-deliver copies of the Draft EIR to the State Clearinghouse with a project Notice of Completion. ESP will prepare a Notice of Availability for the County's use in publicizing the release of the Draft EIR in accordance with CEQA Guidelines Section 15087. ESP will also transmit an electronic copy of the document for the County's use.

*Deliverables: Administrative Draft EIR (15 copies)*  
*Draft EIR (1 camera-ready to printer and electronic files)*  
*Notice of Completion*  
*Notice of Availability*

## **Conduct Public Hearing and Summarize Comments**

### ***Task 4.1 Hearing Preparation and Participation***

ESP will participate in one Public Hearing session to receive public and agency input on the Draft EIR. ESP will prepare a draft hearing agenda for County review. Upon the receipt of County comments and approval, ESP will prepare a press release and a public notice for the meeting in a postcard format that briefly explains the project and the CEQA process, and gives the meeting date and location. These notices will be submitted to the County for mailing. ESP is prepared to lead the hearing session and serve as a technical expert for CEQA and questions on environmental issues.

*Deliverables: Press Release, Postcard Notice*  
*Hearing Agenda and Displays*  
*Hearing Summary Comment/Issues and Recommendations Matrix*

### ***Task 4.2 Hearing and Comment Summary***

ESP will prepare a summary of the hearing and issues raised by the public. Following the Draft EIR comment period, the County will provide ESP with copies of all written comments received on the Draft EIR. ESP will review these comments and will prepare a summary matrix of the issues raised and recommendations for addressing these issues. Recommendations may include a combination of revisions to the Draft EIR, responses to comments with supplemental and/or clarifying information, and recommendations for revisions to specific elements of one or more of the project alternatives evaluated in the Draft EIR. ESP will meet with County staff to discuss these recommendations and agree on an approach to preparing the Final EIR.

## **Prepare Administrative Final EIR**

### ***Task 5.1 Prepare Administrative Final EIR***

Based on comments received on the Draft EIR and the decisions made pursuant to Task 4, ESP will prepare an Administrative Final EIR for the project. (Note that this task assumes that comments and necessary revisions/responses can be addressed with minimal additional resources review and errata revisions to the EIR.) The Administrative Final EIR will consist of any necessary revisions to the Draft EIR and MMP, a full set of all written comments submitted during the Draft EIR review period, the written summary of public hearing comments, and written responses to all written comments as well as oral comments provided during the public hearing.

*Deliverables: Administrative Final EIR (5 copies)*

## **Prepare Final EIR, Public Notices and Attend Planning Commission and Board of Supervisors Meetings**

### ***Task 6.1 Prepare Final EIR***

After the County's review of the Administrative Final EIR, ESP will make any necessary revisions to the document and will provide a final review Final EIR to the County. Upon County approval of the final review document, ESP will provide a camera-ready Final EIR for reproduction and distribution by the County. (ESP will coordinate with a printing company to arrange for document reproduction at the County's discretion.) ESP will hand-deliver copies of the Final EIR to the State Clearinghouse with a project Notice of Completion. ESP will prepare a Notice of Availability for the County's use in publicizing the release of the Final EIR in accordance with CEQA Guidelines Section 15087. ESP will also transmit an electronic copy of the document for the County's use. ESP staff will attend Planning Commission and Board of Supervisors' meetings during consideration of certification of the Final EIR.

At the County's discretion, ESP is prepared to support the County's final processing of the Rubicon Trail Master Plan CEQA document by drafting findings and other CEQA procedural compliance materials in accordance with CEQA Guidelines Sections 15090 – 15094. These materials would be developed pursuant to a separate task order and based on a budget and schedule to be developed in coordination with the Principal Assistant County Counsel, and is not included in the attached budget.

*Deliverables: Final EIR (1 camera-ready to printer and electronic files)*

*Notice of Completion*

*Notice of Availability*

## **Project Schedule**

The following schedule assumes that preparation of the Initial Study would be initiated by February 1, 2006. Based on this assumption, we estimate that the Final EIR would be completed in October/November of 2006, as shown on the attached schedule. ESP will make all reasonable efforts to pursue this estimated schedule. Factors which may extend this estimated schedule include delays in extended reviews of preliminary draft documents, extended public/agency draft document review periods that may be determined as necessary by the County; and substantive modifications to project alternatives. ESP will advise the County in the event that circumstances indicate that a change in project schedule should be anticipated.

<b>TASK</b>	<b>COST</b>
1.1 Prepare Summary Project Description and Initial Study	\$2,400
1.2 Prepare NOP, NOC and SCH Filings	\$2,000
1.3 Conduct Scoping Meeting and Prepare Scoping Comments Summary	\$2,463
1.4 Define and Conduct Screening Analyses for Project Alternatives	\$2,000
2.1 Land Use Analysis	\$750
2.2 Transportation and Circulation Analysis	\$27,000
2.3 Air Quality Analysis	\$1,000
2.4 Noise Analysis	\$250
2.5 Soils and Geology Analysis	\$1,000
2.6 Hydrology and Water Quality Analysis	\$26,000
2.7 Biological Resources Analysis	\$250
2.8 Human Health, Public Safety, and Hazards Analysis	\$1,410
2.9 Public Services Analysis	\$1,000
2.10 Cultural Resources Analysis	\$250
2.11 Visual/Aesthetics Analysis	\$1,000
2.12 Cumulative Impacts Analysis	\$1,000
3.1 Prepared Preliminary Draft EIR	\$8,500
3.2 Meet with County and Review Agencies and Organizations	\$499
3.3 Prepare Draft EIR	\$1,000
4.1 Hearing Preparation and Participation	\$1,500
4.2 Prepare Hearing and Comment Summary	\$755
5.1 Prepare Administrative Final EIR	\$3,391
6.1 Prepare Final EIR, Filing Documents and Attend PC and Board Meetings	\$6,394
<b>Total</b>	<b>\$91,812</b>

A detailed spreadsheet defining the cost of services defined in this work plan is attached.

## **Project Contract**

ESP and its subcontractors are prepared to begin this work program immediately upon execution, and pursuant to, the contract to which this Scope of Work is Exhibit A.



**Appendix A**  
**Rubicon Trail Master Plan – Phase IV**  
**ESP 2005 Standard Rates**  
**Professional Services**

Classification	Rate
Principal	\$135-175/Hour
Associate	\$100-130/Hour
Senior Biologist	\$100-110/Hour
Editor	\$75-95/Hour
Staff Planner/Biologist	\$75-80/Hour
Clerical	\$45/Hour
Administrative	\$40/Hour

Note: Expert testimony services are provided at 200% of Standard Rates

**Direct Charges**

Activity	Rate
Mileage	40¢/Mile
Postage and Electronic Communication	Included in 6% Administrative Fee
Supplies and Subcontractors	Cost + 15%