

CONTRACT ROUTING SHEET

Date Prepared: April 17, 2007

Need Date: ASAP on BOS 5/1/2007

PROCESSING DEPARTMENT:

Department: Development Services

Dept. Contact: Jeffrey Meyer

Phone #: 7536

Department: _____

Head Signature: *[Signature]*

CONTRACTOR:

Name: Environmental Stewardship & Planning Incorporated

Address: 1621 13th Street
Sacramento CA 95814

Phone: (916) 455-1115

2007 APR 17 PM 4:21
EL DORADO COUNTY COUNSEL
[Signature]

CONTRACTING DEPARTMENT: Development Services Department

Service Requested: Preparation of Environmental Impact Report

Contract Term: One Year Contract/Amendment Value: \$146,939.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: Copy of 2/15/2007 letter to Local 1 sent to Human Resources 2/15/07

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

Approved: Disapproved: Date: 4/20/07 By: *[Signature]*

Approved: Disapproved: Date: _____ By: _____

ASSIGNMENT

DATE	04/17/2007
ATTORNEY	PAVANA F
DEPT./INDEX NO.	345800
BY:	<i>[Signature]</i>

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

Approved: Disapproved: Date: 4/24/07 By: *[Signature]*

Approved: Disapproved: Date: _____ By: _____

RECEIVED
HUMAN RESOURCES DEPT
07 APR 23 PM 3:13

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

Departments: _____

Approved: Disapproved: Date: _____ By: _____

Approved: Disapproved: Date: _____ By: _____

**AGREEMENT FOR CONSULTANT SERVICES
FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR
RANCHO DORADO SUBDIVISION
COUNTY FILE NUMBER TM 06-1426
EIR Number (To Be Determined)**

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 Incorporated hereinafter referred to as ESP, Inc., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 1621 13th Street, Sacramento, CA 95814 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a consultant to assist in the preparation of a legally and technically adequate Environmental Impact Report for the Rancho Dorado Subdivision Tentative Map Application TM 06-1426 for the El Dorado County Development Services Department. The project is describes as follows: a tentative subdivision map creating 185 lots, 5.42 acres of public park, 37.04 acres of open space and 8.4 acres of public roads. The project is located on the north side of Highway 50, one-half mile west of the intersection with El Dorado Hills Blvd. in the El Dorado Hills area.

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

WHEREAS, Both County and Consultant make the Agreement with full knowledge of the requirements of the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto.

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and services necessary to

perform all the services described in the attachments entitled "Revised Work Plan and Budget for Proposal to Prepare an Environmental Impact Report for the Ranch Dorado Subdivision Tentative Map Application TM 06-1426" attached hereto and made a part hereof as Exhibit A. Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one year from the date of execution thereof. This Agreement may be extended for one additional one-year period if mutually agreed between the parties hereto in writing not less than thirty (30) days prior to the expiration of the then current Agreement.

ARTICLE III

Compensation for Services:

A. Consultant agrees, understands and acknowledges that the monies utilized by the County to pay it as set forth under this Agreement are provided by Applicant (El Dorado Hills 2006) under a separate contract between the County and Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to the County by the Applicant under the terms of said separate contract, and that the County has no obligation to pay Consultant for work performed hereunder until the County receives the requisite monies from the Applicant. If the requisite monies are not available to pay Consultant upon submission of a monthly statement under this section, Consultant may suspend work until the Applicant has provided the required funding.

Travel shall be reimbursed in accordance with Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. The total amount of reimbursable expenses of this Agreement shall not exceed \$20,000.00, inclusive of all expenses.

Billing shall be based on the hourly rates of ESP staff and subcontractor not to exceed costs, not to exceed in either case the set percentage based on deliverable milestones set forth in Section B 1 – 7, below.

B. Subject to (A) above, County shall pay to Consultant the sum of not to exceed One Hundred Forty-Six Thousand, Nine Hundred Thirty-Nine dollars and no cents **\$146,939.00**, as outlined on Exhibit B, which said sum shall be in full compensation for all services defined in Exhibit A.

This sum is inclusive of all personnel costs, travel costs, costs of materials, overhead and profit. This sum may be subject to modification upon mutual agreement memorialized pursuant to Section 26 hereof. Said payment shall be made as follows:

(1) Consultant shall be paid twenty (20) percent of the contract sum upon execution.

- (2) After submission of the Administrative Draft EIR to the County, Consultant shall be paid additional amounts on a monthly basis upon submission and approval of invoices. Invoicing must detail cost on each work task relative to percentage of work completed per task and shall provide a cumulative summary of costs incurred on each, but not to exceed a cumulative total of forty (40) percent of the contract sum.
- (3) Upon submission of an acceptable Administrative Draft EIR, Consultant shall be paid an additional amount up to but not to exceed a cumulative total of sixty (60) percent of the contract sum.
- (4) Upon submission of an acceptable Draft EIR, Consultant shall be paid additional amounts up to but not to exceed a cumulative total of seventy (70) percent of the contract sum.
- (5) Upon submission of the preliminary draft Final EIR, Consultant shall be paid additional amounts up to but not to exceed a cumulative total of eight-five (85) percent of the amount of the contract sum.
- (6) Upon submission of an acceptable Final EIR, Consultant shall be paid additional amounts up to but not to exceed a cumulative total of ninety (90) percent of the amount of the contract sum.
- (7) Upon the occasion of a final decision by the certifying authority as to the Final EIR, or thirty (30) days after acceptance of the Final EIR by County staff, whichever occurs first, the Consultant shall be paid additional amounts up to a cumulative total of one-hundred (100) percent of the amount of the contract sum.

C. Subject to Sections A and B above, Consultant will submit monthly invoices and County will pay such invoices within thirty (30) days of receipt.

ARTICLE IV

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. In the event that the project proceeds in a manner inconsistent with the process or assumptions specified in Exhibit A, including assumptions regarding the Applicant's provision of technical data adequate and appropriate for use in preparing the project EIR, Consultant shall provide an amended or supplemental work plan, budget and schedule to the County for review and authorization.

ARTICLE V

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this

Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof. The following additional provisions shall also apply:

- A. Conformity with Statutes, Decisions, Guidelines and Ordinances. The EIR shall be written in conformity with all applicable State statutes including but not limited to CEQA (Public Resources 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. All subjects in the format shall be addressed even if only to state that there is no significant impact. The format may be expanded where necessary to address a subject in greater detail. Conformity with any relevant judicial decisions, guidelines, or ordinances is also required.

- B. Responsibility for Preparation. The EIR shall be prepared for the County in fulfillment of the obligations of the County as the public agency having responsibility for preparation of an EIR for the project. It is understood that the Consultant shall prepare the EIR so as to be as accurate and objective as reasonably possible. It is also understood that any technical or other project information provided to Consultant by the County, including that which may have been provided to the County by the Applicant, will have been deemed acceptable by the County and appropriate review and/or use as reference information in the EIR. In the event that, based on its review of information provided by the County, ESP determines that such information may not be appropriate or adequate for use as reference information in the EIR, ESP will notify the County and ESP and the County will determine a process for developing any additional supplemental information.

- C. Meetings to be Attended. Consultant shall attend meetings pursuant to Exhibit A. Additional meetings shall be compensated as specified in any addendum to this Agreement entitled "Change Orders."

- D. Designation of Responsible Principal. The Consultant shall have a Responsible Principal who shall be responsible for the Consultant's obligations under this Agreement who shall serve as principal liaison between the County and the Consultant. Designation of another Responsible Principal by the Consultant is subject to a mutually agreed upon written amendment. The name of the Responsible Principal is **Steven L. Peterson**. Consultant shall provide experienced and qualified personnel, to carry out the work to be performed by Consultant under this Agreement and shall be responsible for and in full control of the work of such personnel. Consultant may retain subconsultants for data collection with the prior approval of County, and Consultant shall be responsible for and in full control of the work of such subconsultants. The Responsible Principal shall notify County when Consultant contacts, or is contacted by, Applicant, as well as the substantive nature of said contact.

- E. Relationship Between Parties: Work Standards. The parties to this Agreement agree that the relation created by, and for the duration of, this Agreement is that of independent contractor. Consultant is not an agent or employee of the County and, among other things, is not entitled to the benefits provided by County to its employees, including but not limited to workers' compensation insurance and unemployment insurance. The County shall not provide office or other workspace for Consultant. 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 an EIR. Consultant assumes responsibility for the EIR being prepared in a professional manner. Consultant acknowledges that the County is the ultimate authority, and must effect independent judgment, as to the contents of the EIR and its adequacy. In the event of any disagreements between Consultant and the County staff, subconsultants if any, the Applicant, or experts or other consultants retained by Applicant, Consultant shall immediately report such disagreement to the Development Services Director of the County who shall have sole authority to decide and resolve all such disagreements. Nothing in this paragraph shall be deemed to negate, effect, or alter the independent contractor relationship between the parties to this Agreement.
- F. Materials and Equipment. Consultant shall furnish, at his/her/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.
- G. County to Furnish Information Available. All information, data, records, and maps which are available in County records for performing Consultant's services as specified herein, shall be furnished by the County to the Consultant. Upon request of Consultant, the County shall furnish the names and addresses of interested public agencies, but the Consultant shall be responsible for all liaisons which may be made with these agencies, or other interested parties. Consultant shall be responsible for developing and obtaining any additional information reasonably required to complete the EIR.
- H. Correction of Errors. The correctness and completeness of any information furnished by the Consultant shall be within the discretion of the Development Services Director. The Consultant will perform any field work and will prepare any maps, charts, or data necessary to correct errors, omissions, discrepancies, deficiencies, or ambiguities in the EIR without additional compensation in the event that the provision of such information is consistent with the Consultant's responsibilities pursuant to the scope of services defined in Exhibit A. Consultant will give immediate attention to these changes so that there will be no delay to the County in meeting the schedule set forth in the work program and contract.
- I. Schedule and Progress Reporting. The Consultant's effort in preparation of the work products defined in the Agreement shall be completed in accord with the schedule provided in Exhibit A, unless extended by the County upon written request of the

Consultant for good cause shown. Upon completion of the Administrative Draft EIR, ten (10) copies shall be delivered to the County. During the active periods in the performance of services specified in Exhibit A, Consultant shall keep the County informed of the progress on a weekly basis through the provision of written project status reports.

- J. County Review of Draft Documents. County, through the Development Services Director, shall review all draft documents pursuant to Exhibit A submitted by Consultant and notify the Consultant of any ambiguities, discrepancies, deficiencies, omissions, or errors which his review indicates are contained in the documents. The Development Services Director may, in his or her discretion, require that Consultant prepare a revised Administrative Draft EIR for review prior to the submission of the Draft EIR to the State Clearinghouse.
- K. Delivery of Draft EIR and Copies. Within thirty (30) calendar days of notice of any deficiencies in the Administrative Draft EIR from the County, Consultant shall revise and correct the Administrative Draft EIR to produce a Draft EIR in full satisfaction of all the County's comments. At the end of the above time period, or sooner, Consultant shall deliver sixty (60) copies of the Draft EIR to the County for circulation to responsible agencies, trustee agencies, and interested parties as required by CEQA and County guidelines. County also reserves the right to distribute the Draft EIR to any and all interested parties and may, but need not, require changes to be made in the Draft EIR as a result of such distribution, prior to submission of the Draft EIR to the State Clearinghouse.
- L. CEQA Review Period. County staff and/or State Office of Planning and Research set the length of the review period. It is presently contemplated that the formal review period shall be forty-five (45) days.
- M. County Responsibility at the End of the Draft EIR Review Period. During, and within seven (7) calendar days following the conclusion of the review period set for the circulation of the Draft EIR, County shall forward to Consultant all written comments received during the review period which require a response in the Final EIR. Consultant shall include the written comments and the responses thereto, in the Final EIR.
- N. Consultant Responsibility at the End of the Draft EIR Review Period. Within fourteen (14) calendar days from the receipt of all written comments from the County, Consultant shall prepare the Administrative Draft Final EIR and deliver ten (10) copies of the document for review by the County. County shall review the Administrative Draft Final EIR and notify the Consultant of any deficiencies. County comments shall clearly specify the County's position with regard to all issues addressed in the Administrative Draft Final EIR and shall include specific revisions that are necessary to state the County's position. Consultant shall meet with the County to discuss the Administrative Draft Final EIR as specified in Exhibit A. Within fourteen (14) calendar days of receipt of the notification of deficiencies in the

Administrative Draft Final EIR for the County, Consultant shall revise the Administrative Draft Final EIR to address such comments to produce a Final EIR in full satisfaction of all the County's comments.

- O. Hearing as to Certification. The County will then arrange an appropriate time and date for hearing by the appropriate decision-making body or bodies. Consultant shall attend all such hearings as specified in Exhibit A and be ready, willing to, able to, and shall, present the EIR and shall answer questions as to its completeness and adequacy. Following action on certification by the decision-making body, Consultant shall supply the County with six (6) copies of any finally certified EIR within fourteen (14) calendar days. One (1) copy shall be camera-ready. If the decision-making body should order that the EIR be augmented by additional or supplemental data necessary to correct errors, omissions, discrepancies, deficiencies, or ambiguities prior to certification, the Consultant shall furnish the necessary additional or supplemental data or documents as part of his obligations under this Agreement. As used in this Agreement, certification means certification by the final decision-making body that an EIR has been completed in compliance with CEQA and the State and County Guidelines.

- P. Data Developed in Public Domain. All information, data, maps, charts, and studies developed by the Consultant which are made a part of the Administrative Draft EIR, the Draft EIR or the Final EIR, 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 EIR, Draft EIR or Final EIR.

- Q. 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 EIR, Draft EIR, or Final EIR shall be the property of the County and shall be delivered to the County prior to final payment.

ARTICLE VI

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

ARTICLE VII

Assignment and Delegation: Consultant is engaged by County for their unique qualifications and skills as well as those of their 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

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment. Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given 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 the 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 X

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in

writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time 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. 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, and if the cost of finishing the work exceeds the unpaid balance on this Agreement Consultant shall pay the difference to County.

- 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.

ARTICLE XI

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:

Gregory L. Fuz, Director
El Dorado County Development Services Department
2850 Fairlane Court
Placerville, California 95667

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

Steve Peterson, President
Environmental Stewardship & Planning Inc.
1621 13th Street
Sacramento, CA 95814

Notices shall be deemed delivered when personally delivered or twenty-four hours after mailing.

ARTICLE XII

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XIII

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 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than \$500,000 is required in the event motor vehicles are used by the Consultant in performance of the contract.
- D. In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through 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 contract. In the event said insurance coverage expires at any time or times during the term of this contract, 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 the term of the contract, 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 contract 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) day prior written notice to the 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 contract are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of 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 the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XIV

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 XV

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. No officer, member, or employee of the County and no member of its Board of Supervisors, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in or attempt to influence any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any such officer, member of its Board of Supervisors, or public official of the governing body of the locality or localities in which the project is situated or being carried out, have or acquire any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

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 XVII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gina Hunter, Principal Planner, Development Services Department, or successor.

ARTICLE XIX

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 XX

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 XXI

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

REQUESTING DEPARTMENT CONCURRENCE:

By: _____ Dated: _____

Gregory L. Fuz, Director
El Dorado County Development Services Department

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chairman
Board of Supervisors "County"

ATTEST: _____
Cindy Keck
Clerk of the Board of Supervisors

-- CONSULTANT --

Dated: _____

By: _____
Steven L. Peterson
Environmental Stewardship & Planning Inc.
"Consultant"

ATTEST: _____
Amanda K. Rose
Environmental Stewardship & Planning Inc.
Corporate Secretary

EXHIBIT A

**WORK PLAN AND BUDGET FOR
PROPOSAL TO PREPARE AN
ENVIRONMENTAL IMPACT REPORT
for the
Rancho Dorado Subdivision
Tentative Map Application TM 06-1426**

Submitted to:

El Dorado County
Development Services Department
2850 Fairlane Court
Placerville, CA 95667
Attn: Gina Hunter, Principal Planner

Submitted by:

ESP, Inc.
1621 13th Street
Sacramento, CA 95814



ENVIRONMENTAL STEWARDSHIP & PLANNING

April 10, 2007

6.0 Proposed Scope of Services and Schedule

This section describes the individual tasks proposed for providing environmental review project management, scoping, resources assessment and EIR preparation services for the project. ESP has developed this scope of services based on our current understanding of the project and the assumptions discussed above. This scope of services has been modified from that included in ESP's December 8, 2006 proposal to the County to reflect the following County direction provided to ESP on January 2 and January 4, 2007: 1) the County will prepare the project NOP and conduct EIR scoping, 2) the ESP team will conduct a peer review of a project noise study to be prepared by the Applicant's consultant, 3) the County will require the Applicant to prepare and provide visual simulations for use in the visual impact assessment, and 4) ESP will prepare the water resources and soils/geology impact sections of the EIR. As a result of direction per items 3 and 4, above, ESP has removed Visual Impact Assessment, Inc. (VIA) and Robertson-Bryan, Inc. (RBI) from the ESP team as the services of these firms will not be required per this revised scope of services. A schedule for the performance of services described herein is included at the end of this section. This scope of work does not include evaluation of environmental impacts that may be associated with off-site roadway improvement mitigation measures that may apply to the project. In the event that off-site mitigation measures require evaluation and inclusion in the EIR, ESP will prepare a work plan and budget to complete the additional services and an amendment to this work plan will be required.

6.1 Scope of Services

Task A. Project Management and Oversight

ESP will oversee and coordinate environmental review-related activities associated with scoping and preparation of the EIR. ESP will assist in the coordination of and preparation for Project Development Team (PDT) meetings and will prepare meeting agendas and minutes for each meeting. ESP's project management activities will include review of project information including information submitted to the County by the project applicant team as well as project-related information and documentation produced by the County, the ESP team and other consultants that may be directly under contract to the County (e.g., traffic consultants).

The cost estimate associated with this task is based on the estimated schedule included herein and is limited to project management associated with the activities identified within this scope of services. If additional services are deemed necessary as a result of project modifications or approach that are not anticipated herein or delays in the project schedule as a result of circumstances beyond the control of the ESP team, project management associated with the additional services and budget necessary for the extended schedule would be identified at that time.

Task B. EIR Scoping (County to have primary role)

The County's preparation of an EIR for the Rancho Dorado project requires that the County prepare and distribute a Notice of Preparation (NOP) and conduct EIR scoping to determine issues that agencies and other stakeholders recommend should be addressed in the EIR. Based on County direction, this work plan assumes that the County will prepare and distribute the project NOP, file

the NOP with the State Clearinghouse and will host/conduct a public scoping meeting during the 30-day NOP review and comment period.

Following the 30-day NOP review and comment period, the County will provide ESP with copies of a summary of the scoping meeting comments and all written comments submitted to the County and ESP will prepare a summary matrix of all issues raised with a recommendation of methods to address each issue in the Draft EIR. This matrix will be provided to the County and the recommendations will be discussed during a project PDT meeting to develop an agreed approach for addressing each issue. In the event that issues raised require unanticipated environmental review, ESP would identify this potential and would be prepared to develop a scope for such additional services if deemed necessary by the County.

Task C. Prepare EIR Project Description

To ensure consistent and accurate environmental review, a clear and detailed written project description must be prepared. Based on information that has been or will be submitted to the County by the project Applicant and other information made available by the County, ESP will prepare a draft project description for review by the County as well as the project Applicant, at the County's discretion. The draft project description will characterize the project based on all available information and will identify the potential need for any additional information that may be necessary for the EIR. This work plan assumes that all project design information (including construction information, utilities services, on-site utility infrastructure, drainage facilities, phasing/scheduling and off-site infrastructure improvements, if necessary) will be produced and provided to the County and ESP by the project Applicant.

The draft project description will also provide a discussion of project background and project objectives and will define the No Project Alternative and other alternatives that may warrant discussion in the EIR. This work plan assumes that the Proposed Project and the No Project Alternative will be fully evaluated in the EIR. (Note that, based on recent discussions with County staff, although this work plan assumes that the Proposed Project will be the only build alternative evaluated, the analysis conducted for the EIR will address two scenarios – one in which the connection of Saratoga Way to Iron Point Road would not be developed concurrent with the development of the remainder of the Proposed Project and the second in which the connection of Saratoga Way to Iron Point Road would be developed concurrent with the remainder of the Proposed Project.) In the event that one or more project alternatives are identified that would be feasible and would achieve the project objectives, the need for a full consideration of such alternative(s) would be discussed with the PDT and an additional scope of services and budget may be required. ESP anticipates that the draft project description would be reviewed by the County and would be a topic of discussion at a PDT meeting.

Based on County input on the draft project description and the receipt of any additional information required to be provided by the project Applicant, ESP would prepare a "final" project description for use by the project evaluation team and for use in the Draft EIR.

Task D. Conduct Resource Evaluations

The evaluation of resource impacts necessary for the EIR will be based on a collective set of information that will include the project description (as discussed above), the content of baseline resources conditions and other studies anticipated to be provided to the County by the project Applicant, ESP team's peer review and use of information submitted by the Applicant team, and the ESP team's assessment of resource conditions and potential project impacts. This section defines the various subtasks associated with the evaluation of the various resource topical areas that ESP has identified for consideration in the project EIR. Certain subtasks and the evaluation processes proposed herein are dependent upon the development of information by the project Applicant team as well as the County and consultants that will not be under contract to ESP. This work plan assumes that such information will provide an accurate and adequate basis for which ESP will conduct resource impact analysis and identify potential impacts and mitigation measures to be documented in the Draft EIR. If the anticipated studies are not received or do not provide the information required to fulfill their purpose in contributing to the EIR, ESP will discuss an approach to completing the information with Development Services.

This work plan includes an evaluation of two Saratoga Way extension scenarios for the Proposed Project. One scenario would evaluate the extension of Saratoga Way to interconnect with the proposed Wilson Boulevard extension, but not the connection of Saratoga Way to Iron Point Road. The second scenario would evaluate the extension of Saratoga Way to Iron Point Road. In most instances the evaluation of these two scenarios will consist of a qualitative comparison of the differing aspects of these scenarios. Note, however, that a separate quantitative assessment for the with-connection and without-connection scenarios will be conducted to specifically identify impacts associated with Air Quality and Noise under both scenarios (noise study to be conducted by the Applicant's consultant) and this approach is based on the assumption that the traffic study to be prepared for the project will address these two scenarios for all necessary evaluation conditions (i.e., existing, future and cumulative conditions). Additional discussion of proposed assessment methods for each of these topics is provided in each respective subtask below.

D.1 Land Use

ESP will conduct an assessment of the project's consistency with adjacent land uses and relevant land use plans. The assessment will consider the project's compatibility with current and anticipated planned future land uses for areas within and adjacent to the proposed subdivision. The assessment will include a consistency review of land use plans applicable to the project area, including a review of plans such as the El Dorado County General Plan (note that Development Services has determined that the project is consistent with the land use designation in the El Dorado County General Plan; however, ESP proposes to conduct a full review of General Plan goals, objectives and policies that may be relevant to the proposed use), the El Dorado Hills Community Services District Parks Master Plan, and the El Dorado County Bicycle Transportation Plan. The assessment will consider specific goals, policies and objectives of each of these plans and identify potential project inconsistencies. Each of these plans and their relevant portions will be described in the land use section of the Draft EIR with a discussion of potential project inconsistencies and project modifications when possible and if necessary to address any inconsistencies. Potential impacts and proposed mitigation measures, if available and necessary, will be documented in the Land Use section of the Draft EIR.

D.2 Population, Employment and Housing

ESP will evaluate the project's potential contribution to increases in population in the community, the proposed density as compared to adjacent already developed neighborhoods, the relationship to the County's goals of meeting its share of Regional Housing Needs and contribution to short and long-term employment opportunities in the community as well as the employment demands made upon the community as a result of the project. This assessment will be based on existing census tract data including population, household size, income and employment. Anticipated increases in population and increased local/regional job demand will be estimated and assessed in consideration of existing and projected population and job availability within the region. Potential impacts will be documented and mitigation measures, if available and necessary to reduce potential impacts, will be identified. The results of this evaluation will be presented in the Population, Employment and Housing section of the Draft EIR.

D.3 Transportation and Circulation

Based on discussions with County staff, this work plan assumes that information necessary for the transportation and circulation impacts evaluation to be presented in the Draft EIR will be prepared by the Applicant's traffic engineer (Fehr & Peers Associates) and reviewed by the County Department of Transportation (DOT) for adequacy to ensure the transportation and circulation impacts evaluation provides the information required for the project CEQA review. As such, this work plan does not include the preparation of a traffic impact study for the project. Instead, ESP will conduct a parallel review (i.e., concurrent with the DOT's review) of the Applicant's traffic study to determine if the content is appropriate for use in the Draft EIR. Based on this review, ESP will provide a comprehensive set of review comments to DOT and Development Services. ESP's review will focus on determining whether the content of the report is adequate for preparing the Transportation and Circulation section of the Draft EIR and whether the report sufficiently provides the information necessary to conduct the Noise and Air Quality impact evaluations necessary for the EIR. ESP will not perform a peer review or otherwise attempt to verify the accuracy of the Applicant's traffic study and will expect that such review will be conducted by the County and its contract traffic engineer.

This subtask and budget assumes that one traffic study review will be required and that any revisions necessary to address ESP and/or County comments on an initial draft will be fully addressed in a revised final traffic study to be provided by the Applicant. If additional traffic study review and comment is necessary, ESP will prepare a scope and cost estimate to provide the additional services.

In addition to vehicle traffic circulation, ESP will assess the potential project impacts associated with transit and non-motorized transportation. This assessment will include documentation of existing park-and-ride facilities and available capacity (through discussions with the El Dorado County Transit Authority), existing bus services and facilities, and existing and planned bicycle and pedestrian facilities. Potential impacts of the project, which may include increased demands, inadequate provision of facilities and similar effects, will be identified and, if necessary, mitigation will be proposed.

ESP will summarize the results of the final traffic study and ESP's transit and non-motorized transportation assessment in the Transportation and Circulation section of the Draft EIR.

D.4 Public Services and Utilities

ESP will conduct a public services and utilities impacts assessment to determine the potential for the project to result in an increased demand for public services or utilities that could either exceed the ability of service providers or may otherwise adversely affect the provision of similar services to the surrounding community. This work plan does not include conducting a fiscal impact analysis for the project, and proposes to use agency and service provider input as the primary method for determining potential impacts.

Specific service providers will be identified and provided a copy of the NOP with a request for information regarding issues that may be associated with the provision of services to the proposed development. Utility and community services providers from whom such information will be solicited include, but will not be limited to, El Dorado County Sheriff's Department, El Dorado Hills Fire Department, El Dorado Hills Community Services District, El Dorado Irrigation District and Pacific Gas & Electric. ESP will use information provided during the EIR scoping process to ascertain whether additional coordination with service providers is necessary to determine potential impacts. This work plan assumes that such coordination will be necessary with certain providers, and ESP will conduct telephone interviews or meetings with service providers to determine specific issues that may warrant identification within the project EIR.

D.5 Geology and Soils

ESP will review and utilize documentation submitted by the project Applicant and other information relevant to soils and geologic conditions of the project site and will prepare a qualitative assessment of soils and geology-related impacts. It is anticipated the Applicant's geotechnical studies and grading plans will identify measures that may be necessary to minimize potential impacts. The measures will be characterized as either project commitments in the project description or as mitigation measures in the soils and geology section of the EIR. It is assumed that the information submitted by the Applicant will include that relevant to determining potential geotechnical hazards including (as relevant): seismicity of the area, potential for liquefaction and subsidence, erodibility of the soils, soil stability characteristics, shrink/swell, and corrosion potential. Sources expected to be used to analyze these potential impacts include published literature from the U.S. Geological Survey, California Division of Mines and Geology, U.S. Department of Agriculture Natural Resources Conservation Service, and the El Dorado County General Plan. No fieldwork or geotechnical engineering analysis is included. Mitigation measures will be presented for any significant or potentially significant impacts identified in the earth resources analysis based primarily on recommendations in the geotechnical report.

This evaluation assumes that the Applicant's geotechnical study will contain all relevant information pertaining to the potential for Naturally Occurring Asbestos (NOA) to be present within the project area. The potential occurrence of NOA would be identified as a project impact and applicable El Dorado County Air Quality Management District rules would be cited as the appropriate mitigation for the project. This scope of work does not include the preparation of a health risk assessment,

asbestos mitigation plan or other specific requirements that may be necessary for the project's ultimate compliance with AQMD requirements.

D.6 Hazards and Hazardous Material

ESP will retain Padre Associates to conduct and prepare a Phase I Environmental Site Assessment (Phase I ESA) for the project site. Padre will research and review pertinent, readily available geologic and hydrogeologic literature, and available historical aerial photographs, Sanborn Fire Insurance Maps, and topographic maps of the Project Site and surrounding area. Additionally, Padre will interview property owners and will review available documents supplied by the current and/or former property owners. Padre will perform a reconnaissance of the Project Site and evaluate the Project Site and adjacent areas for potential sources of hazardous substances contamination. The reconnaissance will include a detailed site visit to assess the potential surface presence of on-site hazardous substances use, storage, treatment, and/or disposal. Padre will also obtain a current governmental database search report for the project site and the area within a one-mile radius of the site. Padre will also contact applicable municipal, county, state, and federal agencies to review readily available files, records, permits, and known sites lists, as well as interviewing knowledgeable agency personnel. Padre will prepare and submit a report summarizing the findings and which will present interpretations and recommendations as they pertain to hazardous substances at the site and adjacent areas. The report will include recommendations for additional assessment, if warranted, based on information from the assessment.

ESP will utilize information from the Phase I ESA and other project information and projections regarding the use, storage and/or transport of hazardous substances during construction as well as long-term residential uses to determine potential hazardous materials use and human exposure from the project.

This task will also include an assessment of potential exposure of the public to hazardous conditions during construction and during long-term residential use of the project site. The assessment will acknowledge the presence of high-voltage electrical transmission lines within the project site and will provide a qualitative assessment of potential exposure and impacts associated with electric and magnetic fields (EMF). The EMF assessment will be qualitative and commensurate with the approach and conclusions regarding EMF and human exposure as presented in the El Dorado County General Plan EIR.

D.7 Hydrology and Water Quality

ESP will conduct a qualitative assessment of potential hydrological and water quality impacts that may occur as a result of the project based on drainage and water quality information anticipated to be provided by the project Applicant. ESP will review documentation submitted by the project Applicant (including grading and drainage plans), will review site conditions and other available documentation and will prepare a qualitative assessment of specific impacts and identify feasible mitigation measures that may be necessary to minimize potential stormwater runoff and water quality impacts associated with construction activities and the long-term residential use of the project site.

A brief setting discussion will describe the general hydrology and land features relevant to existing drainage, floodplain, and water quality conditions. A regulatory setting will describe applicable local stormwater and flood management regulations. The hydrology analyses will evaluate floodplain and stormwater management issues. ESP will consult with the County for information relevant to the evaluation of stormwater and flood management concerns.

The hydrology and water quality analysis will be focused on four issues:

- Temporary construction-related effects on hydrology and water quality;
- Permanent changes to stormwater drainage and/or flooding;
- Long-term land use water quality effects; and
- Cumulative onsite and offsite hydrology and water quality impacts.

The analysis of potential hydrologic impacts will consider stormwater runoff and flooding potential and consistency with applicable management plans, policies, and regulations. Potential water quality effects will be described and assessed with respect to applicable National Pollution Discharge Elimination System (NPDES) regulations, and state Regional Water Quality Control Board policies and regulations, as they relate primarily to construction activities and long-term urban runoff management controls. ESP will identify potential mitigation in the form of best management practices for control and management of stormwater and water quality for significant impacts. The hydrology and water quality analyses will address potential impacts at a level consistent with the specificity of data available from the applicant. The analysis will be based on existing data and no field data will be collected. Design of mitigation measures is not included in this scope.

D.8 Biological Resources

ESP will retain the services of Padre Associates to conduct a peer review of biological resources information and documentation developed by the project Applicant's consultants and to assist with the preparation of the Biological Resources section of the Draft EIR. This work plan anticipates that the Applicant will provide a report which provides a preliminary delineation of waters of the U.S. and wetlands and a report which provides a characterization of the habitat potential as well as plant and animal species which may be present or which may utilize the project site as habitat. Padre will review these reports and will conduct a reconnaissance site visit to confirm the adequacy of the information presented. Padre will also prepare and submit a species list request to the U.S. Fish and Wildlife Service and will conduct a California Natural Diversity Database search for potential special-status species occurrence within the project area. If additional information or clarification of materials presented in these reports is deemed necessary, Padre and ESP will document this information for the County's consideration.

Based on the biological resources information available and developed as described above, Padre will conduct a biological resources impact evaluation to determine the potential impacts that may be associated with the construction and long-term residential use of the project area as proposed. The evaluation will consider potential effects on species and/or their habitat which may be present on the project site. The results of this assessment will be documented in the Biological Resources section of the Draft EIR.

D.9 Air Quality

ESP proposes to retain KD Anderson and Associates, Inc. (KDA) to conduct an air quality impacts assessment for the project. Consistent with the El Dorado County Air Quality Management District's *Guide to Air Quality Assessment*, the Air Quality Study will address the following issues:

- construction-related emissions,
- operational emissions of ozone precursors and inhalable particulate matter (PM₁₀),
- operational effects on carbon monoxide (CO) concentrations, and
- toxic air contaminant (TAC) effects.

The Air Quality Study will describe existing air quality conditions, assess project-related air quality impacts, and identify recommended mitigation measures. The following provides a description of the air quality assessment work plan:

Existing Conditions: KDA will summarize meteorological and climatological data for the project study area, describe relevant air quality standards, and describe air quality conditions in and around the project study area.

Impact Analysis: KDA will identify significance thresholds for air quality impacts. We will determine air quality impacts according to the methods recommended by the AQMD for analyzing construction-related emissions and operational effects.

Construction-Related Impacts. Construction-related emissions would result from construction equipment exhaust, construction employee commute travel, and soil-disturbing activities, such as earth-moving and construction equipment activity on unpaved surfaces. To analyze construction-related emissions associated with the Rancho Dorado project, KDA will use the latest version of URBEMIS model and the Roadway Construction Emissions model. (Note that an update of the URBEMIS model is being prepared. It is currently scheduled for release in the late first quarter or early second quarter of 2007. The Rancho Dorado project Air Quality Study will include use of the latest version of URBEMIS available at the time the analysis is conducted. Re-analysis with later versions of URBEMIS, or analysis with multiple versions of URBEMIS is not included in this proposal.)

The URBEMIS model will be used to quantify PM₁₀ emissions, and ozone precursor emissions: reactive organic gases (ROG) and nitrogen oxides (NO_x) associated with construction of the residential land uses. The URBEMIS model includes default assumptions on construction phasing and construction equipment which are, for some projects, overly-conservative. Therefore, if construction phasing or construction equipment information specific to the Rancho Dorado project are available, KDA recommends using project-specific information.

The Roadway Construction Emissions model will be used to quantify PM₁₀, ROG, and NO_x emissions associated with construction of the extensions of Saratoga Way and Wilson Boulevard. KDA will apply version 5.2 of the Roadway Construction Emissions model. Like the URBEMIS model, the Roadway Construction Emissions model includes default

assumptions on construction phasing and construction equipment which are, for some projects, overly-conservative. Therefore, if construction phasing or construction equipment information specific to the extensions of Saratoga Way and Wilson Boulevard are available, KDA recommends using project-specific information.

KDA will analyze separately each of the three construction phases listed earlier in this proposal. Within each of these three construction phases, KDA will also analyze sub-phases (e.g., grading, asphalt paving, and assembly of structures).

Operational Impacts. KDA will estimate ozone precursor emissions associated with operation of the proposed Rancho Dorado project. KDA will quantify the potential effects of both the proposed residential land uses, and the extension of Saratoga Way to connect with Iron Point Road.

Mobile source and area source emissions associated with the proposed residential land uses will be estimated using the URBEMIS model. This analysis will incorporate daily trip generation estimates prepared for the traffic study of the proposed project.

As a component of the proposed Rancho Dorado project, the extension of Saratoga Way could affect the amount of regional ozone precursor emissions by changing travel routes of vehicles that would otherwise travel on U.S. 50. The extension of Saratoga Way could affect the amount of regional vehicle miles traveled (VMT); and the vehicle speed and, therefore, ROG and NO_x emission rates of vehicles. KDA will use estimates of project-related changes in VMT and regional average vehicle speed to generate estimates of operation-related emissions of ozone precursors. KDA will estimate changes in regional ozone precursor emissions by quantifying how changes in regional VMT and average vehicle speed affect emissions. The effects of changes in VMT and speed will be assessed using a regional aggregate spreadsheet model. This model will be used to estimate changes in ROG and NO_x emissions due to the proposed project. This proposal assumes regional VMT and average vehicle speed data will be available from the traffic study being conducted for the project.

It can not presently be determined whether detailed microscale dispersion modeling of CO concentrations will be needed. In addressing potential CO impacts, KDA will apply screening procedures described in the *Guide to Air Quality Assessment*. The guide presents a screening approach to determine the need for detailed dispersion modeling. Our proposal and cost estimate assume microscale dispersion modeling will not be needed. If it is found that detailed microscale dispersion modeling of CO concentrations is needed, KDA can, under a contract amendment, conduct this analysis. The analysis would be conducted using the CALINE4 line source dispersion model and motor vehicle emission rates from the latest version of the EMFAC emission rate model approved for use in CALINE4 analysis.

According to screening procedures described in the *Guide to Air Quality Assessment*, operational emissions of PM₁₀ may be assumed to be less-than-significant for residential projects without fireplaces that include less than 230 dwelling units. If fireplaces would be included in the Rancho Dorado project, mitigation measures or additional analysis beyond that included in this proposal may be required.

This proposal assumes the following six development scenarios will be included in the analysis of operational impacts:

- Existing (No Project),
- Existing Plus Project with Saratoga Way Extension to Iron Point Road Connection,
- Existing Plus Project without Saratoga Way Extension to Iron Point Road Connection,
- Cumulative No Project,
- Cumulative Plus Project with Saratoga Way Extension to Iron Point Road Connection, and
- Cumulative Plus Project without Saratoga Way Extension to Iron Point Road Connection.

Toxic Air Contaminants Impacts. KDA will address toxic air contaminant effects related to two pollutants: naturally-occurring asbestos (NOA) and construction-related diesel exhaust emissions.

Naturally-Occurring Asbestos. Emissions of NOA have been attributed to soil-disturbing activities. KDA has reviewed the map *Asbestos Review Areas – Western Slope – County of El Dorado – State of California*, which indicates the Rancho Dorado project site is not in a buffer area surrounding an area “More Likely to Contain Asbestos”. However, it is in a buffer area surrounding a “Found Area of NOA”. The “Found Area of NOA” is located in Sacramento County. KDA has also reviewed the California Department of Conservation document *Relative Likelihood for the Presence of Naturally Occurring Asbestos in Eastern Sacramento County, California*, which indicates the “Found Area of NOA” in Sacramento County may be associated with the Mormon Island Fault Zone.

This assessment assumes that the geotechnical report on the Rancho Dorado project site will be available and will contain information which characterizes the potential for NOA to be present on the project site. Field work to determine the presence of NOA on the project site is not included in this scope of services.

Based on the information reviewed thus far, it is anticipated that the air quality analysis will recommend preparation of a Fugitive Dust Plan in compliance with AQMD Rule 223-1 and, perhaps, an Asbestos Dust Mitigation Plan in compliance with Rule 223-2.

Diesel Exhaust Emissions. Diesel exhaust emissions are also considered a toxic air contaminant. These emissions would be generated during both the construction phase, and during long-term operation of the project. The Air Quality Management District’s *Guide to Air Quality Assessment* sets screening-level thresholds for determining the significance of construction-related and operational diesel exhaust emissions.

- Construction-related screening levels are based on the amount of diesel fuel consumed during the construction phase. This proposal assumes the project applicants, or its site design engineers, will provide estimates of construction-related diesel fuel consumption for the Rancho Dorado project.

- Operational screening levels set by the AQMD's *Guide to Air Quality Assessment* are based on the number of diesel truck trips per day generated by the proposed project. If a project generates less than 10 diesel truck trips per day, it may be assumed to have a less-than-significant impact. If a project generates 10 or more diesel truck trips per day, preparation of a health risk assessment (HRA) would be required.

KDA will conduct the screening level assessment for diesel exhaust emissions. However, it should be noted that this proposal does not include preparation of an HRA, and the services offered by KDA do not include preparation of an HRA. If the Rancho Dorado project would generate more than 10 diesel truck trips per day, preparation of an HRA by another contractor will likely be required under a separate scope of work and with a consulting firm which specializes in such assessments. ESP is prepared to identify a firm and develop a scope of work and budget if the preparation of an HRA is determined to be necessary.

Mitigation Measures: KDA will identify mitigation measures for significant air quality impacts. KDA will identify potential mitigation measures for motor vehicle emissions and construction-related emissions, and identify the significance of air quality impacts assuming implementation of the mitigation measures.

Draft and Final Air Quality Study: KDA will present the results of the air quality analysis in an Air Quality Study report. ESP will submit a draft Air Quality Study report for review by the Development Services and we also recommend that the report be forwarded to AQMD for review and comment. With the receipt of one consolidated set of County comments, KDA will prepare a final Air Quality Study report.

ESP will coordinate and review internal drafts of all KDA work products. The results and information contained within the Final Air Quality Study will be summarized in the Air Quality section of the Draft EIR.

D.10 Noise

Based on the County's direction, this work plan assumes that the Applicant will retain an acoustical consultant to conduct a noise impact evaluation and to prepare a noise study report that will be provided to the County for peer review and use in the project EIR. Under this work plan, ESP will retain the services of Bollard Acoustical Consultants (BAC) to conduct a peer review of the Applicant-commissioned noise study. This work plan assumes that the Applicant's consultant will conduct a full assessment of existing conditions and a determination of potential impacts associated existing and cumulative conditions for both the with- and without Saratoga Way to Iron Point Road connection evaluation scenarios, as well as potential construction-related impacts associated with an assumed three phases of construction. This work plan assumes that the Applicant-commissioned noise study will identify appropriate noise standards and thresholds of impact significance and will identify mitigation measures that may be available to minimize potentially significant noise impacts. (ESP previously recommended that a full noise assessment be conducted by BAC to ensure that the County has an independent assessment of potential noise impacts that can be presented in the Draft EIR, as well as to ensure consistency between the traffic-related noise portions of the assessments for the Saratoga Way Extension Project and the Rancho Dorado project.) ESP and BAC will review the

Applicant's noise study and will either utilize the information presented therein to prepare the Noise impacts section of the Draft EIR or will provide written comments to the County regarding the potential need for supplemental information or clarification that may be necessary upon review of the Applicant's noise study.

D.11 Human Health and Safety

ESP will conduct an assessment of potential human health and safety issues associated with the project. This assessment will utilize the results and conclusions of other impact considerations conducted in association with the environmental review including the water quality, air quality, transportation, and public services evaluations and will determine potential human health and safety impacts that may be associated with project construction and the long-term residential uses proposed for the site. This evaluation will provide a qualitative assessment of potential health and safety issues and will be documented in a Human Health and Safety section of the Draft EIR.

D.12 Cultural Resources

ESP will retain Pacific Municipal Consultants, Inc. (PMC) to perform peer review of a cultural resources report anticipated for submittal by the project Applicant and will assist ESP with the identification of potential project impacts. PMC will also assist in conducting Native American outreach by requesting a list of tribal contacts through the Native American Heritage Commission and contacting each tribe through written communication to identify potential concerns or issues associated with the proposed project. This subtask assumes that the cultural resources information provided by the Applicant will be adequate for the assessment of potential impacts associated with the project. PMC will assist ESP with the documentation of potential project impacts and mitigation recommendations in the Cultural Resources section of the Draft EIR.

D.13 Visual Resources

ESP will conduct a visual resources evaluation for the proposed project to determine the visual and light/glare impacts that may be associated with the project. ESP will conduct a qualitative assessment which considers and documents the existing visual characteristics of the project area and adjacent areas and identifies/documents the anticipated degree of change that would result from the proposed development. The degree of change and the potential adversity will be assessed based on a consideration of viewer sensitivity and exposure duration and a determination of impact significance from representative view locations will be made. Based on County direction, this work plan does not include the preparation of visual simulations for the project evaluation and assumes that visual simulations will be prepared and provided by the project Applicant. ESP will provide input to the County (and Applicant) regarding visual simulation viewpoint locations and assumptions and will review draft simulations provided by the Applicant. When finalized by the Applicant, the visual simulations will be used to illustrate the project and each would be specifically referenced and addressed in the visual resources evaluation and discussion presented in the Draft EIR.

The impact assessment will include mitigation recommendations when available and necessary to reduce the degree of potentially adverse visual impacts. The results of the visual impacts assessment will be presented in the Visual Resources section of the Draft EIR.

D.14 Cumulative Impacts and Growth Inducement

For each of the resource/topical areas discussed above, the ESP team will provide an assessment of potential cumulative impacts. The cumulative assessment will consider impacts associated with the County General Plan EIR and adjacent projects, both existing and proposed, to determine the project's potential contribution to cumulative impacts. ESP will also prepare a Growth Inducement section to discuss the potential for the project to induce growth and will specifically reference growth anticipated in the County's 2004 General Plan as a result of project site land use and zoning designations.

E. Prepare Draft EIR and Assist with Public Review

ESP will prepare a Preliminary and Administrative and public review Draft EIR, assist Development Services in the noticing and conducting of a public hearing to receive comments on the Draft EIR, and will review and prepare a summary matrix of comments received on the Draft EIR.

E.1 Prepare Preliminary Draft EIR for County Review

ESP will assemble the project description and documentation of resource evaluations per Tasks B and C, above, to create a Preliminary Draft EIR for internal County review. ESP will produce up to 5 hard copies of the document. The Preliminary Draft EIR will provide an opportunity for review of the compiled work product and will serve as a means for ESP to convey any outstanding data needs or other instances for which additional County or Applicant input may be required. ESP requests, and this work plan and budget assume, that all County staff review input will be provided in one unified set of written comments. It is anticipated that the County's comments will be discussed at a PDT meeting at which ESP will be in attendance.

E.2 Prepare Administrative Draft EIR

Based on the input received from the County's review of the Preliminary Draft EIR, ESP will revise the document to address comments and will prepare an Administrative Draft EIR for distribution, at the County's discretion, to the Applicant as well as any Responsible or other agencies by which the County deems review is warranted. ESP will produce up to 10 hard copies of the Administrative Draft EIR and will assist the County in distribution to appropriate reviewers. ESP will participate in one meeting with participants to be determined by the County to discuss review and input on the Administrative Draft EIR. ESP will produce a summary of issues raised during the Administrative Draft EIR and will discuss these issues with the County to determine the appropriate method of addressing each.

E.3 Prepare Screen-Check Draft EIR, NOC and Public Notice

ESP will revise the Administrative Draft EIR and prepare a "screen-check" Draft EIR for final County review and authorization to proceed with production. ESP will also prepare a draft Notice of Completion for filing the Draft EIR with the State Clearinghouse, and will prepare a draft public notice for advertising the availability of the Draft EIR and the Draft EIR public hearing.

E.4 Produce and Distribute Draft EIR and Notice

Based on the County's review and input on the screen-check Draft EIR, NOC and public notice, ESP will incorporate revisions to produce final versions of these documents and will arrange the production of hard copies for filing and distribution purposes.

E.5 Participate in Draft EIR Public Hearing

ESP will assist the County in arranging and preparing for a public hearing on the Draft EIR. The County will determine and secure the appropriate location for the hearing (possible regularly scheduled Planning Commission meeting). ESP will attend the hearing and will be prepared to present an overview of the project, the Draft EIR findings, and the process for receiving and addressing input on the Draft EIR. ESP anticipates that County facilities and equipment will be available for holding the meeting and for recording the public hearing; however, ESP will also prepare a written summary of the public hearing to provide a back-up and concise summary of issues raised.

E.6 Prepare Summary Matrix of Comments/Recommendations

Following the close of a 45-day Draft EIR public comment period, ESP will compile and review all comments received (it is anticipated that comments will be submitted to Development Services) and prepare a summary matrix that identifies the issues raised and proposed method of addressing each issue. ESP will provide the matrix to the County, and it is anticipated that the issues and methods will be discussed at a PDT meeting. This work plan assumes that comments received on the Draft EIR will not require additional technical studies to prepare the Final EIR. This work plan also assumes that input will be provided by the Applicant's consulting team regarding any technical issues associated with issues for which the Applicant's consultants have provided input (e.g., noise and traffic). Any additional technical studies, project modifications or other issues, including those which may require recirculation of the Draft EIR, would require a separate scope of work and budget.

F. Prepare Final EIR, MMP, Notices and Draft CEQA Findings

F.1 Prepare Preliminary Final EIR and MMRP

Based on the agreed method of addressing issues raised in comments on the Draft EIR, ESP will prepare a Preliminary Final EIR for the County's review. ESP will also draft a CEQA Mitigation Monitoring and Reporting Program (MMRP) to be included with the Final EIR using the information from the environmental analysis in the Draft EIR, including the specific mitigation measures (with any modifications necessary per Draft EIR review), assignments of responsibility, relationships to project phasing and time frames for implementation. ESP will coordinate with Development Services to identify the appropriate treatment of mitigation measures which may need to ultimately be included as Conditions of Approval and the MMRP will specifically identify those measures which are recommended as Conditions of Approval. The Preliminary Final EIR will consist of edits and revisions to the Draft EIR, the MMRP, all written comments on the Draft EIR, the Draft EIR public hearing summary and written responses to all comments received. This scope

of work anticipates that a half-day (5 hr.) PDT working session will be necessary to discuss and receive input on the Preliminary Final EIR.

F.2 Prepare Administrative Final EIR and MMRP

Based on County input on the Preliminary Final EIR, ESP will revise the document to produce an Administrative Final EIR and MMRP. ESP has included this subtask to ensure that adequate review of the Final EIR by the County is accommodated in this scope of work. ESP does not recommend that the Administrative Final EIR be distributed to all Administrative Draft EIR reviewers; however, Development Services may choose to solicit review by County Departments and select external agencies. This scope of work anticipates that County comments on the Administrative Final EIR will be discussed at a PDT meeting.

F.3 Prepare Screen-Check Final EIR, MMRP and Draft Public Notice

Following the County's review of the Administrative Final EIR, ESP will make any needed revisions to the document and will prepare a screen-check Final EIR and MMRP for final County review.

F.4 Prepare Final EIR, MMP and Public Notice

ESP will finalize the Final EIR, MMRP and a public notice of the completion of Final EIR and proposed certification if such notice is deemed necessary as a separate notice by the County (in the event that the County is proposing to both certify the Final EIR and approve the proposed project, a joint notice may be prepared). ESP will arrange for the production of hard copies of the Final EIR.

F.5 Prepare Draft CEQA Findings and Statement of Overriding Considerations

ESP is prepared to assist the County with the preparation of draft CEQA Findings of Fact and a Statement of Overriding Considerations, if necessary. This scope of work assumes that the final Findings and Statement will be prepared by Development Service and/or County Counsel; however, ESP proposes to prepare an initial draft version to assist the County in the preparation of these documents.

F.6 Attend Planning Commission and Board of Supervisors Meetings

ESP will attend up to a total of two meetings of the County Planning Commission and/or Board of Supervisors to present an overview of the environmental review to the Commission/Board and provide input to staff if necessary during each meeting. ESP would be available for additional meetings upon the amendment the professional services agreement for this project.

F.7 Prepare Notice of Determination

Upon approval of the project and certification of the EIR by the Board of Supervisors, ESP will prepare the Notice of Determination (NOD) for filing at the County Clerk's Office. Upon filing the NOD, the current applicable California Department of Fish and Game fee must be submitted to the County Clerk. This fee is not included in this work plan budget and it is assumed that the fee would be paid directly by the County.

6.2 Estimated Schedule

The following table (Table 1) provides a preliminary schedule estimate based on the proposed scope of services and ESP's current understanding of the project. Table 1 provides estimated initiation/completion dates for each primary task based on certain assumptions regarding performance of project requirements by the County and Applicant. The estimated duration for ESP's role in each task also listed in the table. Many aspects of the environmental review are dependent upon County and agency review, submittal of information by the project Applicant and other factors that are outside of the control of ESP and which may affect the EIR schedule. A primary factor in the EIR schedule is the completion of a final traffic study for the project. Recent discussions with DOT staff indicate that a likely anticipated completion date for the final traffic study is mid-May of 2007. ESP has, therefore, developed this estimated schedule on the assumption that the traffic study would be available at that time. In the event that a final traffic study is completed for the project in advance of the May 15, 2007, the EIR completion date estimate would be adjusted accordingly. However, in the event that a final traffic study is not completed by May 15, 2007, the estimated schedule may require extension. ESP is committed to the completion of all tasks according to the overall project schedule and will work with the County as necessary to achieve this schedule or an accelerated schedule, if possible. ESP is also prepared to provide additional information to the County regarding the assumptions used in this schedule and to develop a refined project schedule for the project as an initial project management task.

Table 1. Rancho Dorado EIR Schedule

Primary Task	Estimated Duration of Task/Duration of ESP Services ¹
Task A Project Management and Oversight	On-going
Task B Scoping (County primary role)	Total - 10 weeks ESP - 1 week
Task C Prepare EIR Project Description	Total - 6 weeks ESP - 4 weeks
Task D Conduct Resource Evaluations	Total - 14 weeks ESP - 4 weeks
Task E Prepare Draft EIR and Assist with Review	Total - 26 weeks ESP - 8 weeks
Task F Prepare Final EIR and Certification Documents	Total - 16 weeks ESP - 4 weeks
<p>1. This column lists both the estimated total duration of each task which includes assumptions accounting for the development of information to be prepared by the County and the Applicant's consultants, internal draft document review periods, public review periods, and other factors. The duration of ESP services is based on the actual time period estimated for ESP to perform the services defined for each task.</p> <p>The following provides a summary of the issues affecting the total duration/schedule of Tasks B through F:</p> <p>Task B: Requires County preparation and distribution of NOP and 30-day public review/comment period. ESP can not initiate its services until close of 30-day public review/comment period.</p> <p>Task C: Requires review and input from County (possible additional information from Applicant).</p> <p>Task D: Completion of Task D requires completion of final traffic study and subsequent completion of noise and air quality impact evaluations based on final traffic study. Preparation/completion of traffic and noise studies is not included in ESP's scope of services. Dates/durations shown here assume 10 weeks for DOT to complete master traffic study and additional 4 weeks for Applicant to complete project-specific traffic study, including review and acceptance by DOT.</p> <p>Task E: Includes internal County review of preliminary Draft EIR, agency and Applicant review of Administrative Draft EIR, and preparation of Draft EIR. Preliminary Draft EIR to be completed within two weeks of completion of air and noise assessments per Task D, above, estimated to occur in June 2007.</p> <p>Task F: Task F includes preparation and County review of preliminary, administrative and final versions of the Final EIR and also includes estimate for scheduling Planning Commission and Board of Supervisors consideration of Final EIR.</p>	

7.0 Fee for Services

Based on the scope of services described above, ESP's total not-to-exceed cost estimate for this project is \$146,939. A summary listing of the cost estimate by major milestone (primary task) is shown in Table 2, below. All fees represented herein are estimates which comprise the total not-to-exceed project budget. In the performance of the services defined in this task order, ESP and its subcontractors may reallocate the estimated budget among tasks and among personnel, but shall not reallocate budget among individual firms identified to perform the services defined herein without approval by the County's contract administrator. ESP and its subcontractors will track all time and expenses associated with the performance of the authorized services and shall bill the County only for the actual time and expenses incurred (inclusive of a subcontractor administrative fee as identified in the estimated project budget). Upon selection, ESP will provide a current comprehensive fee schedule for all personnel and fees for equipment or direct charges that may be used in the course of the work described herein. As noted above, the scope of services includes several assumptions regarding methods of assessment, available information and the need for certain resources evaluations. ESP is prepared to meet with the County upon request to determine if any modifications to the scope and associated budget are required to refine each.

Table 2. Rancho Dorado EIR Estimated Budget Summary		ESP	Subcontractors					15% Sub Admin Fee	TOTAL
		ESP Total	Padre	KDA	Bollard	PMC	Total Subs		
Task A	Project Management and Oversight	\$34,713	\$0	\$0	\$0	\$0	\$0	\$0	\$34,713
Task B	Scoping (County primary role)	\$1,281	\$0	\$0	\$0	\$0	\$0	\$0	\$1,281
Task C	Prepare EIR Project Description	\$4,179	\$0	\$0	\$0	\$0	\$0	\$0	\$4,179
Task D	Conduct Resource Evaluations	\$19,562	\$12,470	\$15,900	\$2,000	\$2,880	\$33,250	\$4,988	\$57,799
Task E	Prepare Draft EIR	\$20,864	\$0	\$0	\$0	\$0	\$0	\$0	\$20,864
Task F	Prepare Final EIR	\$20,533	\$840	\$800	\$500	\$400	\$2,540	\$381	\$23,454
Directs	Doc Reproduction Costs	\$4,650							\$4,650
TOTAL		\$105,781	\$13,310	\$16,700	\$2,500	\$3,280	\$35,790	\$5,369	\$146,939



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EXHIBIT B

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BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



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POLICY:

1. General Policy

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



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

2. Approvals Required

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



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

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

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.
- d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



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



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

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

4. Mode of Transport

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



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

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

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

5. Reimbursement Rates

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



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

b. Private Auto

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

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

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

c. Meals

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



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

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

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



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

Maximum Allowable Meal Reimbursement

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

d. Lodging

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



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

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

e. **Other Expenses**

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

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

6. **Advance Payments**



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

7. Compliance - Claimant Responsibility

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

8. Procedures:

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



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

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



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