



El Dorado County Board of Supervisors

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File Number: 06-1830

Introduced: 11/18/2006

Current Status: Clerk's Inbox

Version: 1

Matter Type: Agenda Item

Development Services Department requesting approval of contract with RRM Design Group containing non-standard indemnity language. The Scope of Work and Budget were previously approved by your Board on September 12, 2006.

RECOMMENDED ACTION: Approve

FUNDING:

BUDGET SUMMARY

Total Estimated Cost \$97,204

Funding

 Budgeted \$97,204

 New Funding \$

 Savings \$

 Other \$

 Total Funding Available \$97,204

Change To Net County Cost \$ 0

Fiscal Impact/Change to Net County Cost:

Scope of Work and Budget previously approved by your Board on September 12, 2006.

Background: RRM was selected by the Missouri Flat project team to prepare design guidelines and streetscape standards for the Missouri Flat corridor based on their demonstrated expertise and creativity in preparing similar plans throughout the region. Your Board concurred when it approved RRM's scope of work on September 12, 2006 and authorized the Chairman to sign the final contract after it had been completed and routed for review and approval by Counsel and Risk Management. After the draft contract was provided to RRM for review, they indicated that they could not accept the County's standard indemnification language due to legal and insurance carrier objections. Staff and RRM discussed possible options for modifying the language to address these concerns but were unable to reach agreement on revised language.

RRM has proposed a modification to the County standard indemnification language. RRM proposes language that RRM claims is consistent with recent state legislation governing indemnification provisions in contracts between local agencies and design professionals for construction projects. (AB 573, effective January 1, 2007). However, the legislation cited by RRM does not impact local agencies' ability to require a provision that sets for the contractor's duty to defend any litigation arising from the work performed under the contract, and the legislation will not apply to contracts of this type, which do not involve construction.

County Counsel and Risk Management have not approved the contract because the contractor's duty to

defend is eliminated and the duty to indemnify is restricted in the proposed contract language. Counsel has advised that the County not enter into contracts that remove the consultant's express duty to defend in the event of a lawsuit, and that the County continue to require County standard indemnity language in contracts other than construction contracts.

Development Services recognizes that the contract language sought by RRM would be less protective of the County if there was to be litigation concerning the services performed under the contract. However, in this situation, where the services to be provided will result in guidelines that improve the aesthetics of the Missouri Flat corridor, the Department believes that the alternative language is acceptable because the services have a low risk of potential litigation and damages.

Reason for Recommendation: My request for Board approval of non-standard indemnification language applies only to this contract. The services provided under this contract do not involve design or construction of any facilities or preparation of any entitlements or related environmental documents. The project involves preparation of guidelines that will be used by the County in conjunction with future public and private improvements within the project area.

There is a critical need to move forward with this contract. Recognizing your Board's priority to support commercial/industrial development within the Missouri Flat corridor, the work to be performed by this consultant is integral to the Department of Transportation's upcoming Missouri Flat Interchange/Corridor Project that is scheduled to commence next year.

Action to be taken following Board approval:

Upon execution by the Chair, the Board Clerk's office will forward copies to the Development Services Department for distribution, encumbrance, and administration.

Contact: Greg Fuz 5445

Concurrences:

CONTRACT ROUTING SHEET

Date Prepared: October 11, 2006

Need Date: October 13, 2006

PROCESSING DEPARTMENT:

Department: Development Services

Dept. Contact: Steve Hust

Phone #: 5761

Department

Head Signature: [Signature]

CONTRACTOR:

ASSIGNMENT NAME: RRM Design Group

DATE: 10/16/06 Address: _____

ATTORNEY: PAULA F Phone: Keith Gurney 707-696-2937

DEPT./INDEX NO: 328100

BY: [Signature]

EL DORADO COUNTY COUNSEL
OCT 16 2006 10:57
[Signature]

CONTRACTING DEPARTMENT: Development Services

Service Requested: Development Design Guidelines for specific geographic areas of El Dorado County.

Contract Term: 12 months

Contract/Amendment Value: \$97,204.00

Compliance with Human Resources requirements? Yes:

Compliance verified by: _____

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

Approved: Disapproved: Date: 10/16/06

Approved: Disapproved: Date: _____

By: [Signature]
By: _____

Our office would recommend against the changes to the indemnity provision - and to the insurance provision - but ultimately, its a policy call for you, the BOS whether to accept the change. HOWEVER, we STRONGLY counsel against removing the defense provision - we have NEVER agreed to that on a contract of this size/scope. The duty to defend is an impt right to sue up.

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

Approved: Disapproved: Date: 10/19/06

Approved: Disapproved: Date: _____

By: [Signature]
By: _____

Insurance is adequate but Risk recommends against the changes to the indemnity language as echoed by CC above.

OCT 18 2006

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

Departments:

Approved: Disapproved: Date: _____ By: _____

Approved: Disapproved: Date: _____ By: _____

*Copy of Board letter to both Local #1 and Local #3.

RRM DESIGN GROUP
Providing Development Design Guidelines for Specific Geographic Areas
of El Dorado County.

AGREEMENT FOR SERVICES # DSD-07-01

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 RRM Design Group, a Corporation duly qualified to conduct business in the State of California, whose principal place of business is 3765 South Higuera Street, Suite 102, San Luis Obispo, CA 93401, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to develop design guidelines for specific geographic areas within El Dorado County; and

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

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

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

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

ARTICLE I

Scope of Services: Consultant agrees to provide services necessary to develop design guidelines for specific geographic areas of El Dorado County. Services shall include, but not be limited to, those described in Exhibit "A", marked "Scope of Services - Missouri Flat Design Guidelines", and Exhibit "A-1" marked "Project Timeline" incorporated herein and made by reference a part hereof.



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 by the County. This agreement may be extended for one (1) additional one-year period, if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with Exhibit "B", marked "Missouri Flat Fee Schedule", incorporated herein and made by reference a part hereof. Travel and/or mileage expenses, if applicable, shall be paid in accordance with Exhibit "C", marked "Board of Supervisors Policy #D-1: Travel", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$97,204.00 inclusive of all expenses.

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.

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.

ARTICLE VI

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records marked as confidential, administrative working draft, or not available to the general public, 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 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

Ownership of Data: Upon completion or earlier termination of all Services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County.

ARTICLE VIII

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

ARTICLE IX

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 sub-consultants, 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 X

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

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

Handwritten signature and initials in the bottom right corner of the page.

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 XI

Default, Termination and Cancellation:

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

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

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



ARTICLE XII

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

COUNTY OF EL DORADO
Development Services Department
2850 Fairlane Court
Placerville, CA 95667
ATTN: Steve Hust, Principal Planner

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

RRM DESIGN
3765 South Higuera Street, Suite 102
San Luis Obispo, CA 93401
ATTN: Erik Justesen, CEO

or to such other location as the Consultant directs.

ARTICLE XIII

Indemnity: The Consultant shall, indemnify and hold the County harmless against and from claims, suits, losses, damages and liability for damages and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property, which in any way arise out of or are connected with the Consultant's negligent services, operations or performance hereunder. The consultant shall not be obligated to indemnify the county for the County's own negligence.

ARTICLE XIV

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 Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.



- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. **New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval.** In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County (ten (10) days for cancellation due to nonpayment of premiums), and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's 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 in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing



payment of losses and related investigations, claim administration and defense expenses.

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

ARTICLE XV

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 XVI

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

ARTICLE XVII

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, certify 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 XVIII

Consultant Taxpayer Identification: The Consultant's Taxpayer Identification Number is 95-2923783.

ARTICLE XIX

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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XX

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

ARTICLE XXI

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

ARTICLE XXII

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

ARTICLE XXIII

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

ARTICLE XXIV

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

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

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Steve Hust, Principal Planner
Development Services Department

Requesting Department Concurrence:

By: _____ Dated: _____
Gregory L. Fuz, Director
Development Services Department

A handwritten signature in black ink, appearing to be 'G. Fuz', is located in the bottom right corner of the page.

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

-- COUNTY OF EL DORADO --

Dated: _____

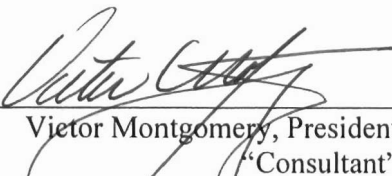
By: _____
Chairman,
Board of Supervisors
"County"

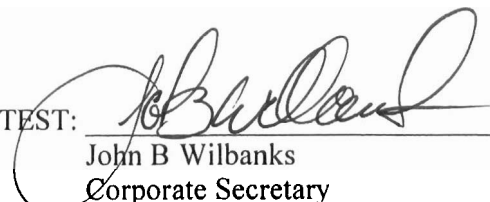
ATTEST: _____ Dated: _____
Cindy Keck
Clerk of the Board of Supervisors

-- CONSULTANT --

RRM Design Group
A California Corporation

Dated: 11/6/06

By: 
Victor Montgomery, President
"Consultant"

ATTEST: 
John B Wilbanks
Corporate Secretary

Dated: 11/07/06

EXHIBIT "A-1"
PROJECT TIMELINE

EXHIBIT "B"
MISSOURI FLAT FEE SCHEDULE

EXHIBIT "C"
BOARD OF SUPERVISOR'S POLICY #D-1 - TRAVEL

EXHIBIT 'A'
SCOPE OF SERVICES
Missouri Flat Design Guidelines

August 14, 2006

Revised August 29, 2006

I. Understanding of Project

RRM Design Group has been selected by El Dorado County staff to develop a set of design guidelines for an approximate two-mile length of the Missouri Flat area located just west of the City of Placerville and to conduct public workshops in the Cameron Park area as a precursor to development of future design guidelines for that area. El Dorado County has asked that there be three components to this work effort.

- a. The provision of development review services of a pending development application for the Sundance project located in the northwest portion of the Missouri Flat Road corridor.
- b. The development of a definitive yet flexible set of user friendly design guidelines to help guide the design of future development within the corridor.
- c. To conduct public workshops in the Cameron Park area to investigate, identify, and prioritize planning issues, and to facilitate a design brainstorming session as a precursor to a subsequent Phase II project to develop design guidelines for the Cameron Park area.

In crafting a set of design guidelines for the Missouri Flat area, the county wants to hold a set of two public workshops: (1) to be devoted to identifying and investigating issues, setting priorities on those issues, and facilitating some design brainstorming, and (2) to present alternatives, options, and ideas for addressing the design guidelines to be developed for the Missouri Flat area. Concurrent with the drafting of these guidelines, the county wants to influence the design of the pending Sundance project so that it has greater curb appeal, a strong relationship to the street, and embody principles of pedestrian friendliness. The design guidelines need to be developed within an approximate six-month timeframe.

The county's General Plan mandates that the county develop design guidelines for all of its "Community Centers" as well as its rural centers. Therefore, the development of these design guidelines is the first attempt to implement that policy. As such, the county is looking toward the creation of a process that can be repeated in its other community and rural centers in crafting sets of design guidelines that will fit the unique attributes of each of them. With these understandings, we have developed a Scope of Work as outlined below.

II. Preliminary Scope of Services

Task A: Getting Started

Task A01: Client/Missouri Flat Team Kickoff Meeting

To resolve the final scope of work, schedule, the design of the public outreach process, to obtain client supplied information, and to conduct a tour of the Missouri Flat and Cameron Park areas with county staff.

Deliverables: RRM will prepare for and attend a kick-off meeting and field reconnaissance to establish project milestones and confirm project schedule and will prepare minutes of kickoff meeting.

Task A02: Data Gathering and Analysis

RRM will obtain information from the client and evaluate it as to its applicability to the development of design guidelines for the Missouri Flat area. County provided data should include topographic and aerial photographic information of the planning area in digital form, the General Plan and zoning documents that apply to the planning area, the county's road standards for the Missouri Flat area, copies of pending applications along the Missouri Flat corridor, development guidelines for slope, AG and timberland setback standards, wetland and riparian area setback standards, the Oak Woodlands Management Plan, contact information for key stakeholders in the planning area, and other information the county feels would be useful for our purposes.

Deliverables: Collection and review of relevant data as described above.

Task A03: Create Project Area Base Map

Missouri Flat Design Guidelines

August 14, 2006

Revised August 29, 2006

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Utilizing the mapping information provided by the county, RRM will prepare a base map for the entire Missouri Flat planning area depicting parcelization, existing building coverage, and topography. This base map will serve as the basis of all future graphic presentations.

Deliverables: Base map in both print and digital form.

Task A04: Key Stakeholder Interviews

Over a period of one (1) full day, RRM will conduct a set of candid one-on-one interviews with key stakeholders in the planning area including elected and appointed county decision makers, county staff, key landowners and business owners, the Chamber of Commerce, and other individuals and organizations with an interest in the Missouri Flat Road corridor.

Deliverables: Prepare for and attend one (1) day of interviews; meeting notes; RRM will prepare all meeting information and materials. County staff will arrange meeting locations and contact key stakeholders

Task A05: Independent Development Review Services of the Placerville Market Place Project

At such time as the Sundance project files its applications with El Dorado County, RRM Design Group will review and comment upon the plans and suggest ways they could be improved to make for a more pleasant streetscape along the Missouri Flat Road. We anticipate that this could involve up to two (2) meetings with county staff and two (2) meetings with the landowner/developer, as well as the development of some alternative concepts to those presented in the application. This task will be billed on a time and materials budget and it is anticipated that the County will recover the cost from the applicant. (See the note at the bottom of Schedule 1: Fee Schedule for the personnel to be involved in providing these services.)

Deliverables: Notes on directions received at meetings, sketches of proposed suggested changes to the site plan and building elevations, and a memorandum outlining RRM Design Group's findings, conclusions, and recommendations.

Task A06: Client Team Coordination, Communication, and Correspondence during Task A

Throughout the process RRM team members will need to prepare correspondence, status reports, record keeping, project coordination, electronic file management, and all other coordination. This task is intended to allow for necessary coordination between the consultant team, County, and the community throughout the planning process including coordination with County staff, various County departments, and interest groups.

Deliverable: Ongoing project coordination and management throughout the planning process as described above.

Task B: Engaging the Public

Task B01: Missouri Flat Public Workshop #1: Issue Identification, Priority Setting, and Design Brainstorming

The Missouri Flat Team will host and RRM will facilitate a first public workshop at an appropriate time and place that would involve the following components:

- a. Issue identification exercise wherein workshop participants would state their issues or ideas associated with a variety of topics, i.e. land use, circulation and parking, streetscape design, architectural character, etc.
- b. A priority setting exercise where participants indicate their preferences for the statements made during the issue identification exercise.
- c. A design charette wherein participants would be asked to develop some design brainstorm ideas consistent with what comes out of the issue identification and priority setting exercise.

Deliverables: RRM will prepare an agenda, flyer, all workshop materials, sign-in sheets, and facilitate the workshop. County staff will be responsible for meeting notification, logistics and refreshments.

Task B02: Client Team Meeting

Missouri Flat Design Guidelines

August 14, 2006

Revised August 29, 2006

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To review the results of Missouri Flat workshop #1 and to obtain further direction on the recommended programming for the design guidelines.

Deliverables: RRM will prepare notes on direction received at the meeting and a list of goals for the design guidelines process.

Task B03: Prepare Alternative Urban Design Diagrams

RRM will develop two (2) alternative urban design concepts for the Missouri Flat corridor depicting contrasting methodologies for the siting of future uses and parking areas, and tentative treatments of the pedestrian and streetscape environments.

Deliverables: Two (2) full color alternative urban design diagrams in both print and digital form with a PowerPoint presentation of the urban design diagrams.

Task B04: Missouri Flat Workshop #2: Presenting and Evaluating the Alternatives

RRM would facilitate a second public workshop wherein the alternative urban design diagrams would be presented by a PowerPoint along with their features, themes, and implications. Utilizing a report card exercise, workshop participants would provide quantified and qualified feedback to the alternative urban design diagrams that would be used in developing the draft design guidelines for the Missouri Flat corridor. The second half of this workshop will be devoted to a visual preference survey wherein RRM Design Group would display contrasting images of similar features while allowing workshop participants to use our interactive computer software to state their preferences for the images presented.

Deliverables: RRM will prepare an agenda, flyer, all workshop materials, sign-in sheets, and facilitate the workshop. County staff will be responsible for meeting notification, logistics and refreshments.

Task B05: Meeting with the Missouri Flat Team

To review the results of Missouri Flat workshop #2 and the recommended work program for the design guidelines, and obtain direction to proceed.

Missouri Flat Design Guidelines

August 14, 2006

Revised August 29, 2006

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Deliverables: RRM will prepare an agenda and all meeting materials, sign-in sheets, facilitate the meeting, and a summary of meeting minutes. County will be responsible for meeting notification, logistics and refreshments.

Task B06: Client Team Coordination, Communication, and Correspondence during Task B

Throughout the process RRM team members will need to prepare correspondence, status reports, record keeping, project coordination, electronic file management, and all other coordination. This task is intended to allow for necessary coordination between the consultant team, County, and the community throughout the planning process including coordination with County staff, various County departments, and interest groups.

Deliverables: Ongoing project coordination and management throughout the planning process as described above.

Task C: Crafting and Finalizing the Missouri Flat Design Guidelines

Task C01: Prepare Refined Urban Design Diagram

Based on the feedback received from the Missouri Flat public workshop #2 and the Missouri Flat Team, RRM will prepare a refined urban design concept that will be used to develop the urban design guidelines for Missouri Flat.

Deliverables: A more detailed full color urban design concept plan in both print and digital form including possible sections of Missouri Flat Road showing the desired streetscape treatments in the corridor.

Task C02: Prepare Screen Check Draft of Design Guidelines

RRM will prepare an initial screen check draft of the Missouri Flat design guidelines that will convey in both text and graphics the provisions of the design guidelines along with sections on their administration implementation. The design guidelines would address such issues as height, bulk, massing and scale of buildings, relationship of buildings to the Missouri Flat Road, adjusted guidelines for pedestrian and landscape improvements, and recommended treatments for the streetscape pedestrian environment, and street furniture.

Missouri Flat Design Guidelines

August 14, 2006

Revised August 29, 2006

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Deliverables: The RRM team will assemble all consultant and County data into a comprehensive design guideline draft, format the document, and produce the Screen Check Draft. This draft is for in-house staff review only and will include delivery of one (1) black and white hard copy and a digital PDF format. County staff will provide one (1) consolidated marked up redline version of all comments within two (2) weeks of its receipt of the Screencheck Draft.

Task C03: Prepare Final Urban Design Diagram

Based on feedback from the staff, a final urban design diagram will be prepared to be incorporated into the Missouri Flat design guidelines.

Deliverables: Presentation quality color urban design diagram with road sections in both print and digital form.

Task C04: Prepare Hearing Draft Design Guidelines

The Plan will incorporate comments and input from staff and from additional public or decision maker comments.

Deliverables: The RRM team will review and revise document based on staff comments and produce a hearing draft document. RRM will provide one (1) electronic version (PDF) on CD, one (1) camera ready colored version. County staff will be expected to print out an appropriate number of copies or CDs of the Hearing Draft document for public review.

Task C05: Prepare For and Attend Planning Commission Hearings

RRM will prepare for and attend up to two (2) Planning Commission hearings to present the Missouri Flat design guidelines to obtain recommendations for approval of the Missouri Flat urban design guidelines with recommended amendments. RRM will prepare a PowerPoint or other suitable presentation and assist staff in preparation of the staff report. Errata sheets may be used to discuss preferred changes prior to Board of Supervisors hearings.

Deliverables: Prepare for and attend up to two (2) hearings. RRM will prepare notes of directions given at hearings and an errata sheet confirming the amendments the Planning Commission is recommending be made to the design guidelines as a condition of their approval.

Task C06: Preparation For and Attendance at Board of Supervisors Hearings

RRM Design Group will attend up to two (2) hearings at the Board of Supervisors to obtain feedback and approval of the Missouri Flat urban design guidelines subject to the amendments desired by both the Board of Supervisors and the Planning Commission.

Deliverables: Prepare for and attend up to two (2) hearings. RRM will prepare notes of directions given at hearings and an errata sheet confirming the amendments the Planning Commission is recommending be made to the design guidelines as a condition of their approval.

Task C07: Prepare Final Missouri Flat Urban Design Guidelines

Based on the feedback received from the staff, the Planning Commission, and the Board of Supervisors, RRM will prepare a final approved version of the urban design guidelines. Include the final urban design diagram, a one-page user friendly synopsis of the design guidelines incorporating all of the amendments as acted upon by the Board of Supervisors in their adoption hearing. Following the action taken by the County, the consultant team will make the final edits and modifications to the document. Staff will provide one consolidated marked up redline version of all comments prior to this task and RRM will make such revisions. It is assumed that one (1) set of revisions will be made to the document, incorporating the final Board of Supervisor action.

Deliverables: Make final edits and produce one (1) digital version (PDF) and one (1) camera ready colored version.

Task C08: Client Team Coordination, Communication, and Correspondence during Task C

Throughout the process RRM team members will need to prepare correspondence, status reports, record keeping, project coordination, electronic file management, and all other coordination. This task is intended to allow for necessary coordination between the consultant team, County, and the community throughout the planning process

including coordination with County staff, various County departments, and interest groups.

Deliverables: Ongoing project coordination and management throughout the planning process as described above.

Task D: Optional Tasks

Task D01: Cameron Park Workshop #1: Optional Task

Issue Identification, Priority Setting, and Design Brainstorming

RRM will facilitate an initial public workshop for the Cameron Park area to engage the citizens, landowners, and business owners of Cameron Park in identifying and prioritizing issues associated with developing a similar set of design guidelines in Cameron Park. Utilizing aerial photographic maps to be provided by the county of the planning area, the second half of the session will be devoted to design brainstorming wherein workshop participants are given pens and a map key to develop their own design ideas for Cameron Park.

Deliverables: RRM will prepare an agenda, flyer, all workshop materials, sign-in sheets, and facilitate the workshop. RRM will provide a memorandum summarizing the results of Cameron Park workshop #1 with recommended approach and scope of work for developing the Cameron Park design guidelines as a subsequent phase to this initial contract. County staff will be responsible for meeting notification, logistics and refreshments.

Task D02: Meeting with County Staff on Cameron Park: Optional Task

RRM will meet with county staff to go over the results of public workshop #1 and the recommended approach and scope of work in developing the Cameron Park design guidelines as a subsequent phase of work to that of Missouri Flat.

Deliverables: RRM will prepare an agenda and all meeting materials, sign-in sheets, facilitate the meeting, and a summary of meeting minutes. County will be responsible for meeting notification, logistics and refreshments.

III. Limitation on Scope of Services

Please note that the tasks to be performed by RRM Design Group are limited purely to those outlined above. Please note that it does not include any CEQA compliance services, and special technical studies, graphic engineering, or environmental analysis.

Should the client wish RRM Design Group to provide services beyond those outlined above, including additional meetings beyond those scoped, RRM would be pleased to perform those services on a time-and-materials basis as additional services with the client's prior authorization to proceed.

Reimbursable expenses such as travel, lodging, report reproduction, photography, computer plots, overnight mail, etc. would be billed on a time-and-materials basis against the budget indicated.

IV. Budget

Schedule I enclosed reflects the budget we anticipate meeting in order to complete the scope of services outlined in this proposal. Please note that the schedule includes individuals who will be working on your project, their billable rate, and the number of hours allocated to complete each task.

V. Schedule

Spreadsheet II indicates the schedule we anticipate following in completing all of the tasks contained in this proposal for services.

EXHIBIT "B"
Missouri Flat Fee Schedule

Hourly Rates									
RRM Design Group									
	T. Keith Gurnee Principal-in-Charge	Jami Williams Project Manager	Dierdre Callaway Project Planner	Susannah Diaz Planner	Wendy Smith Planner	Admin Support			
	\$200	\$125	\$85	\$80	\$80	\$60			
Task A: Getting Started	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task A01: Client/Missouri Flat Team Kickoff Meeting	4	8	8	0	0	0	0	0	0
Task A02: Data Gathering and Analysis	2	6	6	0	0	0	0	0	0
Task A03: Create Project Area Base Map	0	0	0	0	0	0	0	0	0
Task A04: Key Stakeholder Interviews	4	2	4	0	0	0	0	0	0
Task A05: Independent Development Review Services of the Suidance Project *	0	10	0	0	0	0	0	0	0
Task A06: Client Team Coordination, Communication, and Correspondence during Task A	4	0	0	0	0	0	0	0	0
Task A subtotal	11,740	\$4,750	\$1,710	\$1,280	\$960	\$240	\$60	\$240	\$240
Task B: Engaging the Public	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task B01: Missouri Flat Public Workshop #1: Issue Identification, Priority Setting, and Design Brainstorming	12	12	0	0	0	0	0	0	0
Task B02: Client Team Meeting	0	0	0	0	0	0	0	0	0
Task B03: Prepare Alternative Urban Design Diagrams	8	8	24	36	0	0	0	0	0
Task B04: Missouri Flat Workshop #2: Presenting and Evaluating the Alternatives	12	16	0	16	16	16	0	0	0
Task B05: Meeting with Missouri Flat Team	4	8	0	0	0	0	0	0	0
Task B06: Client Team Coordination, Communication, and Correspondence during Task B	4	16	0	0	0	0	0	0	0
Task B subtotal (core tasks only)	28,880	\$8,000	\$2,280	\$6,080	\$1,280	\$720	\$1,280	\$1,280	\$720
Task C: Drafting and Finalizing the Missouri Flat Design Guidelines	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task C01: Prepare Refined Urban Design Diagram	8	4	24	32	0	0	0	0	0
Task C02: Prepare Screen Check Draft of Design Guidelines	4	60	0	0	0	0	0	0	0
Task C03: Prepare Final Urban Design Diagram	6	6	20	24	0	0	0	0	0
Task C04: Prepare Hearing Draft Design Guidelines	4	8	0	0	0	0	0	0	0
Task C05: Prepare For and Attend Planning Commission Hearings	6	12	0	0	0	0	0	0	0
Task C06: Preparation For and Attendance at Board of Supervisors Hearings	6	12	0	0	0	0	0	0	0
Task C07: Prepare Final Missouri Flat Urban Design Guidelines	2	4	0	0	0	0	0	0	0
Task C08: Client Team Coordination, Communication, and Correspondence During Task C	4	16	0	0	0	0	0	0	0
Task C subtotal	48,970	\$16,750	\$4,180	\$5,440	\$11,520	\$1,080	\$1,080	\$1,080	\$1,080
*Task to be performed on a time and material basis with pass through billing from El Dorado County to the applicant Jami Williams will be the lead consultant in this role with support from T. Keith Gurnee and Wendy Smith									
TOTAL OF TASKS	\$85,570								
Reimbursable Budget	\$5,154								
TOTAL CORE TASKS	\$90,704								
Task D: Optional Tasks	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task D01: Cameron Park Workshop #1	12	0	12	24	0	0	0	0	0
Task D02: Meeting with County Staff on Cameron Park	4	0	0	0	0	0	0	0	0
Task D subtotal	\$6,500	\$0	\$1,140	\$1,920	\$0	\$0	\$0	\$0	\$240
GRAND TOTAL	\$97,204								



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BOARD OF SUPERVISORS POLICY

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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.